

MR01

Particulars of a charge



Companies House

236690/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
is an instrument. Use form MR08

THURSDAY



LD5 03/12/2015 #100
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 00483582

Company name in full LONDON LRG HOTEL LIMITED

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/12/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name SOCIETE GENERALE, LONDON BRANCH

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

THE PROPERTY LOCATED AT LONDON KENSINGTON FORUM, 1 TO 23 (ODD NUMBERS) ASHBURN PLACE AND 97-109 (ODD NUMBERS) CROMWELL ROAD, LONDON AND GARDENS ON THE EAST SIDE OF ASHBURN GARDENS, WITH THE LAND REGISTRY TITLE NUMBER LN226776

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature
X Allen & Overy LLP X
(on behalf of Societe Generale, London Branch)

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **ISABEL TINSLEY**

Company name **ALLEN & OVERY LLP**

Address **ONE BISHOPS SQUARE**

Post town **LONDON**

County/Region

Postcode **E 1 6 A D**

Country **UNITED KINGDOM**

DX

Telephone **0203 023 3744**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 483582

Charge code: 0048 3582 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2015 and created by QUEENSGATE BOW PROPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2015

P

Given at Companies House, Cardiff on 9th December 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Allen & Overy LLP

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

02/12/15

EXECUTION VERSION

CERTIFIED A TRUE COPY ✓

SECURITY AGREEMENT

DATED *1 December* 2015

LONDON LRG HOTEL LIMITED

and

QUEENSGATE BOW OPCO LIMITED

as the **Chargors**

and

SOCIETE GENERALE, LONDON BRANCH
as **Common Security Agent**

This Deed is entered into subject to
the terms of an Intercreditor Agreement
dated *27 November* 2015

ALLEN & OVERY

Allen & Overy LLP
0015335-0001439 BK.33831503 14

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THIS DEED is dated *1 December* 2015 and is made BETWEEN:

- (1) **LONDON LRG HOTEL LIMITED** (to be re-named Queensgate Bow Propco Limited), a limited liability company incorporated under the laws of England and Wales, having its registered office at 26 Red Lion Square, London, WC1R 4AG, United Kingdom, United Kingdom, with company number 00483582 (the Target);
- (2) **QUEENSGATE BOW OPCO LIMITED**, a limited liability company incorporated under the laws of England and Wales, having its registered office at 8 Hill Street, London W1J 5NG, United Kingdom, with company number 09866981 (the Operating Company); and
- (3) **SOCIETE GENERALE, LONDON BRANCH** as agent and trustee for the Common Secured Parties (as defined in the Intercreditor Agreement defined below) (the Common Security Agent).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Senior Facility Agreement (as defined below) and the Mezzanine Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Account means any account of a Chargor, including the Operating Accounts, the FF&E Reserve Account and the Hotel Account, each as defined under the Senior Facility Agreement.

Act means the Law of Property Act 1925.

Business Transfer Agreement means the asset transfer agreement dated on or about the date of this Agreement between the Target as seller and the Operating Company as purchaser, documenting the Business Transfer.

Business Transfer means the sale by the Target of its assets (including its employees) to the Operating Company.

Chargor means the Target or the Operating Company.

Event of Default has the meaning given to it in the Senior Facility Agreement, or on or after the Senior Discharge Date, in the Mezzanine Facility Agreement.

Fixtures means, in respect of a Mortgaged Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that Mortgaged Property.

Headlease means the 250 year lease dated on or about the date of this Agreement pursuant to which the Target grants a leasehold interest in respect of the Property to the Operating Company.

Hedging Agreement means any master agreement, confirmation, schedule or other agreement (including without limitation a collateral support annex) entered into or to be entered into by a Chargor for the purpose of hedging interest payable under the Senior Facility Agreement.

Hotel Franchise Agreement means the 20-year franchise agreement dated 13 January 2015 entered into between the Hotel Franchisor as licensor, the Target as licensee and LRG Acquisition Agreement.

Hotel Franchise Amendment Agreement means the amendment agreement dated on or about the date of this Agreement between the Hotel Franchisor as licensor, the Operating Company and Queensgate Bow UK Holdco Limited as licensees and the Target as assignor, pursuant to which the Target assigns its rights under the Hotel Franchise Agreement and the Hotel Franchisor Holidex Agreement to the Operating Company and the Borrower.

Hotel Franchisor means IHG Hotels Limited, a private limited company incorporated under the laws of England and Wales under company registration number 03130330 with its registered office at Broadwater Park, Denham, Buckinghamshire, UB9 5HR, United Kingdom.

Hotel Franchisor Holidex Agreement means the Holidex Access & Systems Agreement dated 13 January 2015 between the Hotel Franchisor as licensor and the Target as licensee.

Hotel Management Agreement means the hotel management agreement dated on or about the date of this Agreement and entered into by the Operating Company and the Hotel Manager.

Hotel Manager means Redefine BDL Hotels UK Limited, a limited liability company incorporated under the laws of England and Wales under company number 07399345, having its registered office at 2nd Floor, 30 Charles II Street, London SW1Y 4AE, United Kingdom.

Insurance means any policy of insurance or assurance in which a Chargor may at any time have an interest, including:

- (a) the material damage insurance policy provided by Aviva Plc on or about the date of this Agreement on a commercial "all risks" basis including coverage of theft, money and terrorism in the name of Queensgate Bow UK Holdco Limited, the Operating Company and the Target;
- (b) the business interruption insurance policy provided by Aviva Plc on or about the date of this Agreement in the name of Queensgate Bow UK Holdco Limited, the Operating Company and the Target;
- (c) the employers' liability insurance policy provided by Mitsui Sumitomo Insurance Underwriting on or about the date of this Agreement in the name of Queensgate Bow UK Holdco Limited, the Operating Company and the Target;
- (d) the public/products liabilities insurance policy (extended to include legionella) provided by Mitsui Sumitomo Insurance Underwriting on or about the date of this Agreement in the name of Queensgate Bow UK Holdco Limited, the Operating Company and the Target;
- (e) the excess public/products liability insurance policy provided by each of Allianz Plc, Chubb Insurance Company of Europe SE and Dual Corporate Risks Limited on or about the date of this Agreement in the name of Queensgate Bow UK Holdco Limited, the Operating Company and the Target;

- (f) the engineering statutory inspections and insurance policy provided by Allianz Cornhill Engineering on or about the date of this Agreement in the name of Queensgate Bow UK Holdco Limited, the Operating Company and the Target;
- (g) the computer policy insurance policy provided by Royal & Sun Alliance Plc on or about the date of this Agreement in the name of Queensgate Bow UK Holdco Limited, the Operating Company and the Target; and
- (h) the motor insurance cover policy provided by Aviva Plc on or about the date of this Agreement in the name of Queensgate Bow UK Holdco Limited, the Operating Company and the Target.

Intellectual Property means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and the benefit of all applications and rights to use such assets (which may now or in the future subsist) (including any rights under licenses of Intellectual Property Rights granted by the Hotel Franchisor under the Hotel Franchise Agreement).

Intercompany Loan Agreement means the intercompany loan agreement dated on or about the date of this Agreement between the Chargors, Queensgate Bow UK Holdco Limited, Queensgate Bow UK Midco Limited and Queensgate Bow UK Parent Limited.

Intercompany Loan Agreement means the intercompany loan agreement dated on or about the date of this Agreement between Queensgate Bow UK Holdco Limited as lender and the Operating Company as borrower.

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Deed and made between, among others, the Chargors, the Common Security Agent, the Senior Facility Agent, the Mezzanine Facility Agent, the Common Security Agent and the Mezzanine Security Agent.

Investments means:

- (a) all shares, stocks, debentures, bonds or other securities and investments owned by a Chargor;
- (b) any dividend or interest paid or payable in relation to any of the above; and
- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

Lease Document means any lease or licence or other right of occupation or right to receive rent to which a Mortgaged Property at any time may be subject and includes any guarantee of a tenant's obligations under the same, or an agreement to grant any such lease or licence or other right of occupation or right to receive rent, including the Headlease.

Mezzanine Facility Agent means Societe Generale, London Branch as facility agent under the Mezzanine Facility Agreement.

Mezzanine Facility Agreement means the mezzanine facility agreement dated on or about the date of this Deed between, among others, Queensgate Bow UK Topco Limited as the mezzanine borrower, the Mezzanine Facility Agent and the Mezzanine Security Agent.

Mezzanine Security Agent means Societe Generale, London Branch as security agent under the Mezzanine Facility Agreement.

Mortgaged Property means the Headlease, the Property and any other freehold, heritable, long lease, leasehold or immovable property in which a Chargor has an interest.

Party means a party to this Deed.

Property means the property located at London Kensington Forum, 1 to 23 (odd numbers) Ashburn Place and 97-109 (odd numbers) Cromwell Road, London and gardens on the east side of Ashburn Gardens, with the Land Registry title number LN226776.

Receiver means a receiver, receiver and manager or administrative receiver of the whole or any part of the Security Assets.

Relevant Contract means:

- (a) the Headlease;
- (b) any other Lease Document;
- (c) the Business Transfer Agreement;
- (d) the Hotel Franchise Agreement;
- (e) the Hotel Franchise Amendment Agreement;
- (f) the Hotel Franchisor Holidex Agreement;
- (g) the Hotel Management Agreement;
- (h) any other Hotel Operating Document;
- (i) the Vendor Trust Agreement;
- (j) the Intercompany Loan Agreement;
- (k) any other document documenting an Intra-Group Loan;
- (l) any agreement entered into by the Chargor in breach of the Finance Documents; and
- (m) any other agreement to which a Chargor is a party and which the Common Security Agent has designated in writing as a Relevant Contract (with the consent of the Chargor if the value of such Relevant Contract is less than £250,000 per annum in terms of income or fees).

Security Assets means all assets of each Chargor the subject of any security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the Final Discharge Date.

Senior Facility Agent means Societe Generale, London Branch as facility agent for the Senior Lenders under the Senior Facility Agreement.

Senior Facility Agreement means the senior facility agreement dated on or about the date of this Deed between, among others, the Chargors, the Senior Facility Agent and the Common Security Agent.

Separation Agreement means the separation agreement dated on or about the date of this Agreement between the Operating Company, Queensgate Bow UK Holdco Limited and Ribbon Bidco Limited.

Vendor means EPF Acquisition Co 42 S.à r.l. (re-named Ribbon Holdings S.à r.l.), a company incorporated in Luxembourg, whose registered office is at 44 Avenue J.F. Kennedy, L-1855 Luxembourg.

Vendor Trust Agreement means the trust agreement dated on or about the date of this Agreement between the Vendor and the Operating Company, pursuant to which the Vendor grants a trust in favour of the Operating Company in respect of its rights under the Warranty and Indemnity Insurance.

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Intercreditor Agreement are to be construed as references to this Deed.
- (c) A reference to:
 - (i) a **Common Secured Debt Document** or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Common Secured Debt Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility;
 - (ii) the term **this Security** means any security created by this Deed;
 - (iii) any **asset**, unless the context requires otherwise, include any present or future asset; and
 - (iv) a **disposal** includes a sale, transfer, assignment, assignation, conveyance, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly.
- (d) Any covenant of a **Chargor** under this Deed remains in force during the **Security Period**.
- (e) If the Common Security Agent considers that an amount paid to a Common Secured Party under a Common Secured Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a **Security Asset** includes the proceeds of sale of that Security Asset.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Common Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment and satisfaction of all the Common Secured Obligations; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Common Security Agent holds the benefit of this Deed on trust for the Common Secured Parties.
- (c) To the extent a Chargor assigns an Insurance or Relevant Contract under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that Insurance or Relevant Contract because a third party's consent has not been obtained:
 - (i) that Chargor must promptly notify the Common Security Agent in writing, giving details of the Insurance or Relevant Contract concerned;
 - (ii) unless the Common Security Agent otherwise requires, that Chargor must, and each other Chargor must ensure that that Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable and in any event within 30 days of the date of this Deed;
 - (iii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iv) that Chargor must promptly supply to the Common Security Agent a copy of the consent obtained by it.
- (d) The fact that no or incomplete details of any Security Asset is referred to in this Deed does not affect the validity or enforceability of this Security.

2.2 Land

- (a) Each Chargor charges:
 - (i) by way of a first legal mortgage all its estates or interests in any Mortgaged Property now or subsequently owned by it; and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any Mortgaged Property now or subsequently owned by it.
- (b) A reference in this Clause 2.2 to a mortgage or charge of any Mortgaged Property includes all buildings, erections and Fixtures on that property and the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that Mortgaged Property or any moneys paid or payable in respect of those covenants.

2.3 Securities

- (a) Each Chargor charges by way of a first legal mortgage its interest in all other Investments owned by it or held by any nominee on its behalf which it possesses or comes to possess.
- (b) Each Chargor charges (to the extent that they are not the subject of a mortgage under paragraphs (a) and (b) above) by way of a first fixed charge its interest in all Investments owned by it or held by any nominee on its behalf.

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.5 Credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account.

2.6 Book debts etc.

Each Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

2.7 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:
 - (i) all of its rights under any contract of Insurance taken out by it or on its behalf or in which it has an interest; and
 - (ii) all monies payable and all monies paid to it under or in respect of all such contracts of Insurance.
- (b) To the extent that they are not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above.
- (c) Each Chargor charges by way of first fixed charge all amounts payable to it under or in connection with each of its other Insurances and all of its rights in connection with those amounts.

2.8 Hedging

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

2.9 Relevant Contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all its present and future rights, title and interest (and all entitlements or other benefits relating thereto) under each Relevant Contract to which it is a party or to which it has a benefit.
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other Clause of this Agreement and are not effectively assigned under paragraph (a) or (b) above, each Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party.

2.10 Intellectual Property

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property.

2.11 Miscellaneous

Each Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

2.12 Exceptions to fixed security

The fixed security (including without limitation, assignments) from time to time created by this Deed does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security (including without limitation, assignments) would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated.

2.13 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under this Clause 2 or, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions of this Clause 2.
- (b) Except as provided below the Common Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause 2.13 into a fixed charge as regards any of that Chargor's assets specified in that notice, if:

- (i) an Event of Default is continuing;
 - (ii) the Common Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
 - (iii) that Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Common Security Agent, is likely to result in it failing to comply with its obligations under Clause 4.1 (Security).
- (c) The floating charge created by this Clause 2.13 may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
- under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.13 will (other than in respect of any Security Assets located in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto under Section 72 of the Insolvency Act 1986 by reason of automatic conversion) automatically convert into a fixed charge over all of the assets of each Chargor:
- (i) if an administrator is appointed in respect of a Chargor or the Common Security Agent receives notice of an intention to appoint an administrator; or
 - (ii) on the convening of any meeting of the members of a Chargor to consider a resolution to wind a Chargor up (or not to wind a Chargor up).
- (e) The floating charge created by this Clause 2.13 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by the Common Security Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Common Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Common Secured Party under this Deed or any other Common Secured Debt Document.

3. REPRESENTATIONS AND WARRANTIES - GENERAL

3.1 Nature of security

Each Chargor represents and warrants to each Common Secured Party that this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

3.2 Times for making representations and warranties

- (a) The representations and warranties set out in this Deed (including in this Clause 3) are made on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of their accession to the Facility Agreement and the Intercreditor Agreement, and on each Interest Payment Date.

- (c) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition.

4. RESTRICTIONS ON DEALINGS

4.1 Security

No Chargor may create or permit to subsist any Security on any Security Asset (except for this Security) unless expressly permitted under the Common Secured Debt Documents to which it is party.

4.2 Disposals

Except as expressly permitted in the Common Secured Debt Documents to which it is party, no Chargor may sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under this Deed.

5. LAND

5.1 Notices to tenants

Each Chargor must:

- (a) immediately on entry into this Deed or, if later, the date of entry into a Lease Document, serve a notice of assignment, substantially in the form of Part 1 of Schedule 1 (Forms of Letter for Occupational tenants), on each tenant (if any) of the Mortgaged Property; and
- (b) use reasonable endeavours to procure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 1 (Forms of Letter for Occupational tenants), within 14 days of the date of this Deed or, if later, the date of entry into that Lease Document.

5.2 The Land Registry

- (a) Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [] in favour of Societe Generale, London Branch as security agent referred to in the charges register or their conveyancer" (Standard Form P)."

- (b) Each Chargor applies to the Chief Land Registrar for a notice of the obligation to make further advances to be entered on the Register of Title relating to any Mortgaged Property registered at the Land Registry.

5.3 Deposit of title deeds

Each Chargor must ensure that all deeds and documents of title relating to its Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents and certificates (as applicable) received by it or on its behalf are:

- (a) deposited with the Common Security Agent; or

- (b) held to the order of the Common Security Agent by a firm of solicitors approved by the Common Security Agent pursuant to an undertaking in form and substance satisfactory to the Common Security Agent.

6. SECURITIES

6.1 Investments

Each Chargor represents and warrants to each Common Secured Party that:

- (a) its Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right; and
- (b) it is the sole legal and beneficial owner of its Investments.

6.2 Deposit

Each Chargor must:

- (a) immediately on the date of this Deed or, if later, promptly after such Investments become subject to this Security, deposit with the Common Security Agent, or as the Common Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) promptly take any action and execute and deliver to the Common Security Agent all share transfers and other documents, in each case, which may be requested by the Common Security Agent in order to enable any transferee to be registered as the owner or otherwise obtain a legal title to its Investments.

6.3 Changes to rights

No Chargor may (except to the extent expressly permitted by the Common Secured Debt Documents to which it is party) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Investments being issued.

6.4 Calls

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments.
- (b) If a Chargor fails to do so, the Common Security Agent may (but for the avoidance of doubt is under no obligation to do so) pay these calls or other payments on behalf of that Chargor. That Chargor must promptly on request reimburse the Common Security Agent for any payment made by the Common Security Agent under this Clause 6.4 and, pending reimbursement, that payment will constitute part of the Common Secured Obligations.

6.5 Other obligations in respect of Investments

- (a) Each Chargor must promptly copy to the Common Security Agent and comply with all reasonable requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If it fails to do so, the Common Security Agent may elect to provide such information as it may have on behalf of that Chargor.

- (b) Except as specifically prohibited in the Common Secured Debt Documents to which it is party, each Chargor must comply with all other conditions and obligations assumed by it in respect of its Investments.
- (c) Neither the Common Security Agent nor any Common Secured Party is obliged to:
 - (i) perform or fulfil any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount,
 in respect of any Investment.

6.6 Voting rights

- (a) Before this Security becomes enforceable pursuant to Clause 13 (When security becomes enforceable) of this Deed:
 - (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Agent) be exercised in any manner which the relevant Chargor may direct in writing; and
 - (ii) all dividends or other income paid or payable in relation to any Investments must be paid to the relevant Chargor.
- (b) Each Chargor must indemnify the Common Security Agent against any loss or liability incurred by the Common Security Agent as a consequence of the Common Security Agent acting in respect of the Investments on the direction of the relevant Chargor.
- (c) After this Security has become enforceable pursuant to Clause 13 (When security becomes enforceable) of this Deed, the Common Security Agent may exercise (in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of that Chargor and irrespective of any direction given by the Chargor) any voting rights and any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.
- (d) To the extent that an Investment remains registered in the name of a Chargor, that Chargor irrevocably appoints the Common Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after this Security has become enforceable.

7. INTELLECTUAL PROPERTY

7.1 Representation

Each Chargor represents to each Finance Party that any Intellectual Property Rights owned by it are free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties.

7.2 Preservation

- (a) Each Chargor must, if requested to do so by the Common Security Agent, make entries in any public register of Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposals imposed by this Deed.
- (b) Each Chargor must ensure that, except with the prior consent of the Common Security Agent, none of its Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise.

8. ACCOUNTS

8.1 Book debts and receipts

- (a) Each Chargor must get in and realise its:
 - (i) rent and other amounts due from tenants of its Mortgaged Property; and
 - (ii) book and other debts and other moneys due and owing to it,in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Common Security Agent.
- (b) Each Chargor must, except to the extent that the Common Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with Common Secured Debt Documents to which it is party.

8.2 Notices of charge

Each Chargor must:

- (a) immediately on entry into this Deed or, if later, the date on which the relevant account is opened, serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (Forms of Letter for Account bank), on each relevant account bank in respect of each Account; and
- (b) use all reasonable endeavours to procure that each relevant account bank acknowledges the notice, substantially in the form of Part 2 of Schedule 2 (Forms of Letter for Account bank) within 14 days of the date of this Deed or, if later, the date on which the relevant account is opened.

9. HEDGING

Each Chargor must:

- (a) immediately on entry into this Deed or, if later, on the date of entry into a Hedging Agreement, serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of Letter for Hedging Counterparty), on each Hedge Counterparty; and
- (b) use reasonable endeavours to procure that such Hedge Counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of Letter for Hedging Counterparty) within 14 days of the date of this Deed or, if later, the date of entry into that Hedging Agreement.

10. RELEVANT CONTRACTS

10.1 Representations

- (a) Each Chargor represents to the Common Security Agent for the benefit of each Common Secured Party that:
- (i) subject to all applicable law, all payments to it by any other party to a Relevant Contract to which it is a party are not subject to any right of set-off or similar right;
 - (ii) each Relevant Contract to which it is a party is its legal, valid, binding and enforceable obligation;
 - (iii) it is not in default of any of its material obligations under any Relevant Contract to which it is a party;
 - (iv) there is no prohibition on assignment in any Relevant Contract to which it is a party (other than under the Hotel Franchisor Holidex Agreement); and
 - (v) its entry into and performance of this Deed will not conflict with any term of any Relevant Contract to which it is a party.

10.2 Preservation

No Chargor may, without the prior consent of the Common Security Agent:

- (a) amend or waive any term of, or terminate, any Relevant Contract to which it is a party (except that it may amend a term of the Intercompany Loan Agreement or other Intra-Group Loan Agreement if such amendment does not adversely affect the rights of the Common Secured Parties); or
- (b) take any action which might jeopardise the existence or enforceability of any Relevant Contract to which it is a party,

except as permitted under the Common Secured Debt Documents.

10.3 Other undertaking

Each Chargor must:

- (a) duly and promptly perform its obligations, and diligently pursue its rights, under each Relevant Contract to which it is a party; and
- (b) supply the Common Security Agent and any Receiver with copies of each Relevant Contract to which it is party and any information and documentation relating to any Relevant Contract to which it is party reasonably requested by the Common Security Agent or any Receiver.

10.4 Notices of assignment

- (a) Each Chargor must:

- (i) immediately on entry into this Deed or, if later, the date of entry into the relevant Relevant Contract, serve a notice of assignment, substantially in the form of Part 1 of Schedule 4

(Forms of Letter for Relevant Contracts), on each counterparty to a Relevant Contract to which it is party; and

- (ii) use reasonable endeavours to procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Forms of Letter for Relevant Contracts) within 14 days of the date of this Deed or, if later, the date of entry into that Relevant Contract (as appropriate).

11. ACKNOWLEDGMENT

- (a) By its entry into this Deed, each Chargor acknowledges that it has received notice of the Security constituted by this Deed and each other Common Security Document.
- (b) Societe Generale, London Branch acknowledges that it has received notice of the Security created over each Account for which it is account bank and over each Hedging Arrangement in respect of which it acts as Hedge Counterparty.

12. INSURANCES

Each Chargor must:

- (a) immediately on entry into this Deed or, if later, the date of entry into the relevant Insurance, give notice of this Deed to each of the other parties to each of its Insurances by sending a notice substantially in the form of Part 1 of Schedule 5 (Form of Letter for Insurances); and
- (b) use reasonable endeavours to procure that each such other party delivers a letter of undertaking to the Common Security Agent in the form of Part 2 of Schedule 5 (Form of Letter for Insurances) within 14 days of the date of this Deed or, if later, the date of entry into that Insurance (as appropriate).

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

13.2 Discretion

After this Security has become enforceable, the Common Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Instructing Group direct.

13.3 Statutory powers

The powers of sale and any other powers conferred on a mortgagee or other security holder by law (including under section 101 of the Act) as varied or amended by this Deed will be immediately exercisable at any time after this Security has become enforceable.

14. ENFORCEMENT OF SECURITY

14.1 General

- (a) For the purposes of all powers implied by law, the Common Secured Obligations are deemed to have become due and payable on the date of this Deed.

- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Common Security Agent are extended so as to authorise the Common Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Common Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

14.2 No liability as mortgagee in possession

Neither the Common Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset to account as mortgagee or other security holder in possession or for any loss on realisation or for any default or omission for which a mortgagee or other security holder in possession might be liable.

14.3 Privileges

Each Receiver and the Common Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

14.4 Protection of third parties

No person (including a purchaser) dealing with the Common Security Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Common Secured Obligations have become payable;
- (b) whether any power which the Common Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Common Secured Debt Documents; or
- (d) how any money paid to the Common Security Agent or to that Receiver is to be applied.

14.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Common Security Agent may:
 - (i) redeem any prior Security against or relating to any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Common Security Agent, immediately on demand, the costs and expenses incurred by the Common Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

14.6 Contingencies

If this Security is enforced at a time when no amount is due under the Common Secured Debt Documents but at a time when amounts may or will become due, the Common Security Agent (or

the Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts or other accounts selected by it.

15. RECEIVER

15.1 Appointment of Receiver

- (a) Except as provided below, the Common Security Agent may, without prior notice, appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable pursuant to Clause 13 (When security becomes enforceable) of this Deed; or
 - (ii) a Chargor so requests the Common Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Common Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986.
- (e) The Common Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Common Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

15.2 Removal

The Common Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

15.3 Remuneration

The Common Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate imposed by any law (including under section 109(6) of the Act) will not apply.

15.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Common Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

15.5 Exercise of Receiver powers by the Common Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be

exercised by the Common Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

16. POWERS OF RECEIVER

16.1 General

(a) A Receiver has all of the rights, powers and discretions set out below in this Clause 16 in addition to those conferred on it by any law, this includes:

- (i) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986; and
- (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986.

(b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

16.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

16.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit.

16.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

16.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

16.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) A Receiver may sever and sell Fixtures separately from the property containing them without the consent of the relevant Chargor.

16.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

16.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

16.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

16.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

16.11 Subsidiaries

A Receiver may form a Subsidiary of a Chargor and transfer to that Subsidiary any Security Asset.

16.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

16.13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor.

16.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he thinks fit.

16.15 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

17. APPLICATION OF PROCEEDS

Any moneys received by the Common Security Agent or any Receiver after this Security has become enforceable must be applied by the Common Security Agent in accordance with the terms of the Intercreditor Agreement.

18. DELEGATION

18.1 Power of Attorney

The Common Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

18.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Common Security Agent or any Receiver may think fit.

18.3 Liability

Neither the Common Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

19. FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Common Security Agent or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed;
- (b) conferring on the Security Agent security over any property or assets of any Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Deed; or
- (c) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Common Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (i) the execution of any transfer, conveyance, assignment, assignation or assurance of any property, whether to the Common Security Agent or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Common Security Agent may think expedient.

20. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Common Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed but has failed to take promptly following notice of such failure. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 20.

21. MISCELLANEOUS

21.1 Covenant to pay

Each Chargor must pay or discharge the Common Secured Obligations in the manner provided for in the Common Secured Debt Documents.

21.2 Tacking

Each Senior Lender must perform its obligations under the Senior Facility Agreement and each Mezzanine Lender must perform its obligations under the Mezzanine Facility Agreement (including any obligation to make available further advances).

21.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, any Common Secured Party may open a new account with any Chargor.
- (b) If a Common Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Common Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Common Secured Obligation.

21.4 Time deposits

Without prejudice to any right of set-off any Common Secured Party may have under any other Common Secured Debt Document or otherwise, if any time deposit matures on any account a Chargor has with any Common Secured Party within the Security Period when:

- (a) this Security has become enforceable pursuant to Clause 13 (When security becomes enforceable) of this Deed; and
- (b) no Common Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which that Common Secured Party considers appropriate.

21.5 Notice of assignment

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Common Secured Debt Document.

21.6 Financial collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of the Chargers under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) the Common Security Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Common Secured Obligations.
- (b) For the purpose of paragraph (a) above, the value of the financial collateral appropriated shall be such amount as the Common Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

22. RELEASE

At the end of the Security Period, the Common Security Agent must, at the request and cost of the relevant Chargor, take whatever action is reasonably necessary to release the Security Assets from this Security, and must procure the reassignment to the relevant Chargor of the property and assets assigned to the Common Security Agent pursuant to this Deed.

23. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

24. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a Dispute).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 24 is for the benefit of the Common Secured Parties only. As a result, no Common Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Common Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
FORMS OF LETTER FOR OCCUPATIONAL TENANTS
PART 1
NOTICE TO OCCUPATIONAL TENANT

To: [Occupational tenant]

Copy: Societe Generale, London Branch

[Date]

Dear Sirs,

Security Document dated [●] 2015 between LRG Hotel Limited, [Operating Company] and Societe Generale, London Branch (the Security Document)

We refer to the lease dated [●] and made between [●] and [●] (the Lease).

This letter constitutes notice to you that under the Security Document we have assigned by way of security to Societe Generale, London Branch (the Common Security Agent) all our rights under the Lease. This notice supersedes any previous notice we have served on you in respect of security granted by us over the Lease.

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account with Societe Generale with the account number [●] and sort code [●].

The instructions in this letter apply until you receive notice from the Common Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Common Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Common Security Agent at [●] with a copy to ourselves.

Yours faithfully,

For
[CHARGOR]

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: Societe Generale, London Branch

Attention: [attention]

[Date]

Dear Sirs,

Security Document dated [●] 2015 between LRG Hotel Limited, [Operating Company] and Societe Generale, London Branch (the Common Security Agent) (the Security Document)

We confirm receipt from [●] (the Chargor) of a notice dated [●] 2015 (the Notice) in relation to the lease dated [●] and made between [●] and [●] (the Lease).

We accept the instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease; and
- (b) must pay all rent and all other monies payable by us under the Lease into the Chargor's account with Societe Generale with the account number [●] and sort code [●] (the Operating Account); and
- (c) must continue to pay those monies into the Operating Account until we receive your written instructions to the contrary.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
For
[OCCUPATIONAL TENANT]

SCHEDULE 2
FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

To: [Account bank]

Copy: Societe Generale, London Branch

[Date]

Dear Sirs,

Security Document dated [●] 2015 between LRG Hotel Limited, [Operating Company] and Societe Generale, London Branch (the Security Document)

This letter constitutes notice to you that under the Security Document we have charged (by way of a first fixed charge) in favour of Societe Generale, London Branch (the Common Security Agent) all our rights in respect of *[include details of relevant bank accounts]* (the Accounts) and the debts represented by the Accounts. This notice supersedes any previous notice we have served on you in respect of security granted by us over the Accounts.

We irrevocably instruct and authorise you to:

- (a) disclose to the Common Security Agent any information relating to any Accounts requested from you by the Common Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Common Security Agent (where such instructions confirm that an Event of Default has occurred);
- (c) hold all sums standing to the credit of any Account to the order of the Common Security Agent; and
- (d) pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Common Security Agent (where such instructions confirm that an Event of Default has occurred).

[We are not and no other person is permitted to withdraw any amount from any Account without the prior written consent of the Common Security Agent.] *[To be included for blocked accounts only.]*

[Without limiting the above, until you receive notice to the contrary from the Common Security Agent, we may continue to operate Accounts] *[To be included for unblocked accounts only.]*

We acknowledge that you may comply with the instructions in this letter without any further permission from us without any enquiry by you as to the justification for or validity of any request, notice or instruction.

The instructions in this letter may not be revoked or amended without the prior written consent of the Common Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to the Common Security Agent at [●] with a copy to ourselves.

Yours faithfully,

.....
(Authorised Signatory)
[CHARGOR]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: Societe Generale, London Branch

Copy: [Chargor]

[Date]

Dear Sirs,

Security Document dated [●] 2015 between LRG Hotel Limited, [Operating Company] and Societe Generale, London Branch (the Security Document)

We confirm receipt from [Chargor] (the Chargor) of a notice dated [●] 2015 of a charge upon the terms of the Security Document over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the Accounts).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;
- (d) [will not after we have received notice from you notifying us that the security over the Security Accounts has become enforceable, permit any amount to be withdrawn from any Security Account without your prior written consent;] *[To be included for unblocked accounts only.]*/[will not permit any amount to be withdrawn from any Security Account without your prior written consent;] *[To be included for blocked accounts only.];* and
- (e) will pay all sums received by us for the account of the Chargor to an Account of the Chargor with us.

The Accounts maintained with us are:

[Specify accounts and account numbers]

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised signatory)
[Account Bank]

SCHEDULE 3
FORMS OF LETTER FOR HEDGING COUNTERPARTY
PART 1
NOTICE TO HEDGING COUNTERPARTY

To: [Counterparty]

Copy: Societe Generale, London Branch

[Date]

Dear Sirs,

Security Document dated [●] 2015 between LRG Hotel Limited, [Operating Company] and Societe Generale, London Branch (the Security Document)

This letter constitutes notice to you that under the Security Document we assigned (by way of security) to Societe Generale, London Branch (the Common Security Agent) all our rights under any hedging arrangements between yourselves and ourselves (the Hedging Arrangements).

We irrevocably instruct and authorise you to:

- (a) disclose to the Common Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Hedging Arrangements which the Common Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Arrangements to the our account with Societe Generale with the account number [●] and the sort code [●].

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Common Security Agent with a copy to ourselves.

Yours faithfully,

.....
(Authorised signatory)
[CHARGOR]

PART 2

ACKNOWLEDGEMENT OF HEDGING COUNTERPARTY

To: Societe Generale, London Branch

Copy: [Chargor]

[Date]

Dear Sirs,

Security Document dated [●] 2015 between LRG Hotel Limited, [Operating Company] and Societe Generale, London Branch (the Security Document)

We confirm receipt from [the Chargor] (the Chargor) of a notice dated [●] 2015 (the Notice) of a charge upon the terms of the Security Document of all the Chargor's rights under any hedging arrangements between the Chargor and ourselves (the Hedging Arrangements).

We confirm that we:

- (a) have not received notice of the interest of any third party in the Hedging Arrangements;
- (b) must pay any amount payable by us under the Hedging Arrangement to the Chargor's account with Societe Generale with the account number [●] and the sort code [●]; and
- (c) after receiving notice from the Common Security Agent that the security under the Security Document has become enforceable, must accept your instructions in relation to the Chargor's rights under the Hedging Arrangements.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised signatory)
[HEDGING COUNTERPARTY]

SCHEDULE 4
FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Contract party]

Copy: Societe Generale, London Branch

[Date]

Dear Sirs,

Security Document dated [●] 2015 between LRG Hotel Limited, [Operating Company] and Societe Generale, London Branch (the Security Document)

This letter constitutes notice to you that under the Security Document we have assigned by way of security to Societe Generale, London Branch (the Common Security Agent) all our rights in respect of [insert details of Contract] (the Contract). This notice supersedes any previous notice we have served on you in respect of security granted by us over the Contract.

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Common Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Common Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Common Security Agent or as it directs.

The instructions in this letter may not be revoked or amended without the prior written consent of the Common Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction from the Common Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Common Security Agent at [●].

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: Societe Generale, London Branch

Copy: [Chargor]

[Date]

Dear Sirs,

Security Document dated [●] 2015 between LRG Hotel Limited, [Operating Company] and Societe Generale, London Branch (the Security Document)

We confirm receipt from [●] (the Chargor) of a notice dated [●] of an assignment on the terms of the Security Document of all the Chargor's rights in respect of [*insert details of the Contract.*] (the Contract).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Contract;
- (c) undertake to disclose to you without any reference to or further authority from the Chargor or any information relating to the Contract which you may at any time request;
- (d) undertake to notify you of any breach by the Chargor of the Contract and to allow you to remedy that breach; and
- (e) will pay all sums due, and give notices, under the Contract as directed in that notice.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised signatory)
[Counterparty]

SCHEDULE 5

FORM OF LETTER FOR INSURANCES

PART 1

FORM OF NOTICE OF ASSIGNMENT

(for attachment by way of endorsement to the Insurance policies)

To: [Insurer]

Copy: Societe Generale, London Branch

[Date]

Dear Sirs,

Security Document dated [●] 2015 between LRG Hotel Limited, [Operating Company] and Societe Generale, London Branch (the Security Document)

This letter constitutes notice to you that under the Security Document we have assigned in favour of Societe Generale, London Branch (the Common Security Agent) as first priority assignee all amounts payable to it under or in connection with any contract of insurance taken out with you by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts. This notice supersedes any previous notice we have served on you in respect of security granted by us over the contract of insurance.

We confirm that:

- (a) we will remain liable under each such contract of insurance to perform all the obligations assumed by us under that contract of insurance; and
- (b) none of the Common Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of any such contract of insurance.

We will also remain entitled to exercise all of its rights under each such contract of insurance and you should continue to give notices under each such contract of insurance to us, unless and until you receive notice from the Common Security Agent to the contrary stating that the security has become enforceable. In this event, unless the Common Security Agent otherwise agrees in writing:

- (a) all amounts payable to us under each such contract of insurance must be paid to the Common Security Agent; and
- (b) all of our rights in connection with those amounts will be exercisable by, and notices must be given to, the Common Security Agent or as it directs.

Please note that we have agreed not to amend or waive any term of or terminate any such contract of insurance without the prior consent of the Common Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Common Security Agent.

Please note on the relevant contracts the Common Security Agent's interest as loss payee and the Common Security Agent's interest as first priority assignee of those amounts and rights and send to the Common

Security Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

For

[Insert name of Chargor]

PART 2

FORM OF LETTER OF UNDERTAKING

To: Societe Generale, London Branch

Copy: [Chargor]

[Date]

Dear Sirs,

Security Document dated [●] 2015 between LRG Hotel Limited, [Operating Company] and Societe Generale, London Branch (the Security Document)

We confirm receipt from [●] (the Chargor) of a notice dated [●] of an assignment by Chargor upon the terms of the Security Document of all amounts payable to them under or in connection with any contract of insurance taken out with us by or on behalf of each of them or under which they have a right to claim and all of their rights in connection with those amounts.

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of the Chargor to a third party.

In consideration of your agreeing to the Chargor continuing their insurance arrangements with us we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) confirm that we have not received notice of the interest of any third party in those amounts and rights;
- (c) undertake to note on the relevant contracts your interest as loss payee and as first priority assignee of those amounts and rights;
- (d) undertake to name you (as agent and trustee for the "Common Secured Parties" as composite insured under each of the Insurances; and
- (e) undertake to disclose to you without any reference to or further authority from the Chargor any information relating to those contracts which you may at any time request.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
for [Insurer]

SIGNATORIES

Chargors

EXECUTED AS A DEED by
LONDON LRG HOTEL LIMITED

acting by

Juana Thiesen
Director / Manager

Director



In the presence of:

Witness's signature:

Name:

Address: 8th Street, London W1 5NY

EXECUTED AS A DEED by
QUEENSGATE BOW OPCO
LIMITED

acting by

Juana Thiesen
Director / Manager

Director



In the presence of:

Witness's signature:

Name:

Address: 8th Street, London W1 5NY

The Common Security Agent

SOCIETE GENERALE, LONDON BRANCH

By

A handwritten signature in black ink, appearing to be 'R. P.', written over the word 'By'.