



**Registration of a Charge**

Company name: **MERIDIAN POINT HOTEL LIMITED**

Company number: **04456802**



X5599P5V

Received for Electronic Filing: **19/04/2016**

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**Details of Charge**

Date of creation: **31/03/2016**

Charge code: **0445 6802 0006**

Persons entitled: **SANTANDER UK PLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BIRD & BIRD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4456802

Charge code: 0445 6802 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2016 and created by MERIDIAN POINT HOTEL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2016 .

Given at Companies House, Cardiff on 20th April 2016

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED 31 March 2016

(1) MERIDIAN POINT HOTEL LIMITED

and

(2) SANTANDER UK PLC

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CHARGE AND RELEASE

OVER RENT ACCOUNT

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THIS CHARGE dated 31 March 2016

**BETWEEN:**

- (1) **MERIDIAN POINT HOTEL LIMITED** incorporated and registered in England and Wales with company number 04456802 whose registered office is at Seebeck House Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FR (the "**Chargor**"); and
- (2) **SANTANDER UK PLC** incorporated and registered in the United Kingdom with company number 02294747 whose registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN (the "**Lender**").

**WITNESSES** as follows:

1. **DEFINITIONS**

1.1 In this Charge:

**Deposit** means the sums from time to time standing to the credit of an account of the Chargor with the Lender which is styled "Rent Account" with account number ~~(ACCOUNT NUMBER)~~ and sort code ~~(SORT CODE)~~ which is designated as blocked or which otherwise cannot be operated by the Chargor without the consent of the Lender, together with all interest and other accruals thereto;

**"Facility Agreement"** means the facility agreement for a term loan of up to £3,494,380 and dated 30 July 2014 as made between Connection Riverside Meridian LP (acting by its general partner Connection Riverside Meridian (General Partner) LLP, as amended pursuant to a supplemental facility letter dated 19 December 2014, and as novated to the Chargor pursuant to a novation deed entered into between the Chargor, the Lender and Connection Riverside Meridian LP (acting by its general partner Connection Riverside Meridian (General Partner) LLP dated on or around the date of this deed; and

**Liabilities** means the moneys, obligations and liabilities covenanted to be paid or discharged under clause 2.

- 1.2 The expressions the "**Chargor**" and the "**Lender**" where the context admits includes, their respective successors, personal representatives and assigns.

2. **COVENANT TO PAY**

The Chargor hereby covenants that it will on demand when due pay to the Lender all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Lender by the Chargor under or pursuant to the Facility Letter or any other Finance Document (as defined in the Facility Letter) together with interest to the date of payment at such rates and upon such terms specified in the Facility Letter, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Lender in relation to the Chargor or any guarantee, indemnity or security for any moneys, obligations or liabilities hereby secured on a full and unqualified indemnity basis.

3. **CHARGE AND RELEASE**

The Chargor with full title guarantee hereby:

- 3.1 charges the Deposit to the Lender by way of first fixed charge as a continuing security for the payment and discharge of the Liabilities; and
- 3.2 releases the Deposit to the Lender until the Liabilities have been paid or discharged in full, to the intent that the Deposit shall only be repayable to the Chargor to the extent that the amount thereof is greater than the ultimate unpaid amount of the Liabilities.

4. **SET-OFF**

The Chargor hereby agrees that the Lender may (in addition to and notwithstanding the security and other rights conferred on the Lender under this Charge) at any time without notice (as well before as after demand) and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of the Lender or of the Chargor jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency and set off or transfer all or part of the Deposit and any such other sum standing to the credit of any one or more such accounts in or towards satisfaction of the Liabilities which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off. For this purpose the Lender is authorised to purchase with the Deposit or with any other moneys standing to the credit of such accounts such other currencies as may be necessary to effect such applications.

5. **COVENANTS BY THE CHARGOR**

The Chargor hereby covenants with the Lender that, until the Liabilities have been paid or discharged in full, the Chargor shall:

- 5.1 not withdraw or attempt to withdraw the Deposit or sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with or grant or permit third party rights to arise over or against the same or any part thereof or attempt or agree so to do;
- 5.2 forthwith inform the Lender of any claim or notice relating to the Deposit received from any other party and of all other matters relevant thereto; and
- 5.3 do all such things and execute all such assignments, authorities and documents as the Lender shall from time to time require for perfecting its title to or for vesting or enabling it to vest the full benefit of the Deposit in the Lender or its nominee, such documents to be prepared by or on behalf of the Lender at the cost of the Chargor in such form as the Lender may reasonably require.

6. **WARRANTIES AND REPRESENTATIONS BY THE CHARGOR**

The Chargor hereby warrants and represents to the Lender that:

- 6.1 the Chargor is the beneficial owner of and has full right and title to the Deposit and that the same is free from any lien, charge or encumbrance (other than the charge hereby created);
- 6.2 the Chargor is duly incorporated and validly exists under the laws of England and has full power to create and perform its obligations under this Charge;

- 6.3 all necessary corporate action to enable the Chargor to create this Charge has been taken and the signatories hereto have been duly authorised and are entitled to execute this Charge and the Chargor has obtained and will maintain in full force and effect all necessary consents, licences and authorities required in connection with the Deposit and this Charge;
- 6.4 this Charge has been validly created and constitutes a valid and legally binding charge and release of the Deposit by the Chargor to the Lender; and
- 6.5 the creation of this Charge and the making of the Deposit does not and will not (i) conflict with or breach the terms of or constitute a default under any agreement, charge or other instrument to which the Chargor is a party or is subject or by which it is bound, or (ii) result in the creation or imposition of or oblige it to create any charge or other encumbrance on any of its assets.

#### **7. POWERS OF THE LENDER**

- 7.1 At any time after the Lender shall have demanded payment of any of the Liabilities or if requested by the Chargor, the Lender may exercise without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925 in respect of all or any part of the Deposit the power to set off the Deposit against the Liabilities and all the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended and all other powers which the Chargor would have in respect thereof if the same were unencumbered, with full power to call in all or any part of the Deposit at such times and in such manner and generally on such terms and conditions as the Lender may think fit with power to give effectual receipts and do all other acts and things necessary or desirable in connection therewith. The Lender may apply the Deposit in or towards satisfaction of such of the Liabilities and in such order as the Lender in its absolute discretion may from time to time conclusively determine.
- 7.2 The Chargor by way of security hereby irrevocably appoints the Lender and the persons deriving title under it severally to be its attorney in its name and on its behalf to execute and complete all such deeds, instruments and documents relating to the Deposit (including all the matters referred to in clause 5.3) and to do all such acts and things as may be required for the full exercise of the powers hereby conferred.

#### **8. PROTECTIONS FOR THE LENDER**

- 8.1 The Lender shall not be responsible for any loss occasioned by the timing of the exercise of its powers under this Charge in relation to the renewal of the Deposit, fixing of interest periods, purchase of currencies or otherwise.
- 8.2 Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Lender pursuant hereto.

#### **9. CONTINUING SECURITY**

- 9.1 This Charge shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and shall remain in full force and effect until all the Liabilities have been paid or discharged in full.
- 9.2 This Charge is in addition to and shall not merge with or otherwise prejudice or affect any banker's lien, right to combine and consolidate accounts, right of set-off or any other contractual or other right or remedy or any guarantee lien pledge bill note

mortgage or other security now or hereafter held by or available to the Lender and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Lender now or hereafter dealing with, exchanging releasing varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

- 9.3 Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no security, disposition or payment to the Lender by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Lender shall be entitled to enforce the charge hereby created subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

#### 10. MANDATORY REPAYMENT

- 10.1 Notwithstanding anything contained in this Charge, if a winding-up petition is presented against the Chargor or is otherwise pending or a meeting of the Chargor's creditors is summoned under section 98 of the Insolvency Act 1986 or any other steps whatsoever are taken preparatory to the placing of the Chargor in liquidation under the insolvency laws of any country where the Chargor carries on business or where its assets are situate the Liabilities (including, without limitation, the maximum amount of any contingent liability of the Chargor to the Lender) shall become immediately due and payable to the Lender without notice, demand or any other action on the part of the Lender and the Deposit shall mature forthwith and be automatically set off and applied against the Liabilities.
- 10.2 If the Liabilities and the Deposit are denominated in different currencies, the amount required to be set off shall be calculated by applying the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing the currencies for which the Chargor is liable actually or contingently to the Lender with the currency comprised in the Deposit at the relevant date.

#### 11. CURRENCY CLAUSES

- 11.1 The Deposit may from time to time be converted into such other currency as the Lender considers necessary or desirable to cover the Liabilities in that other currency at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing that other currency with the existing currency.
- 11.2 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the Liability in respect of which it was made unless and until the Lender shall have received payment in full in the currency in which such Liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such Liability expressed in that currency, the Lender shall have a further separate cause of action against the Chargor and shall be entitled to enforce this Charge to recover the amount of the shortfall.

#### 12. NON-ASSIGNABLE DEPOSIT

Neither the Deposit nor any part thereof or interest therein is assignable or transferable in any manner whatsoever and the Chargor shall not be entitled to create any interest therein (whether absolute or by way of security).

**13. WAIVER**

No failure or delay by the Lender in exercising any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

**14. MISCELLANEOUS**

14.1 Each of the provisions of this Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14.2 Any change in the constitution of the Lender or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person or any reconstruction or reorganisation of any kind shall not in any way affect or prejudice its rights under this Charge.

**15. NOTICES**

Any notice or demand for payment by the Lender hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Company if served on any one of the Directors or on the Secretary of the Company or delivered or sent by first class letter post or facsimile transmission to the Company at its registered office as set out herein or at any of its principal places of business. Any such notice or demand sent by first class letter post shall be deemed to have been served on the addressee at 10 a.m. on the next business day (unless hand delivered and then at the time of delivery) notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted. Any notice or demand sent by facsimile transmission shall be deemed to have been served at the time of despatch provided a transmission report is received.

**16. DESIGNATION**

The parties to this deed agree that with effect from the date of this deed, this deed shall be designated as a Security Document in accordance with the definition of "Security Document" in the Facility Agreement.

**17. GOVERNING LAW AND JURISDICTION**

This Charge shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

**IN WITNESS** whereof this Charge has been entered into the day and year first above written





**Chargor**

Executed as a deed by **MERIDIAN  
POINT HOTEL LIMITED** acting  
by ....., a  
director, in the presence of:

.....  
Director

.....  
**Witness**

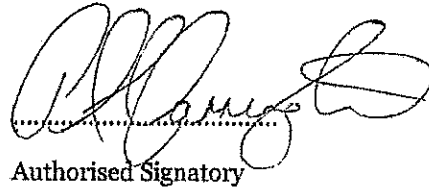
Name of Witness:

Address of Witness:

Occupation of Witness:

**Lender**

Executed for and on behalf of  
**SANTANDER UK PLC**

  
.....  
Authorised Signatory

DATED 31 MARCH 2016

(1) MERIDIAN POINT HOTEL LIMITED

and

(2) SANTANDER UK PLC

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CHARGE AND RELEASE

OVER RENT ACCOUNT

---



THIS CHARGE dated **31 MARCH** 2016

**BETWEEN:**

- (1) **MERIDIAN POINT HOTEL LIMITED** incorporated and registered in England and Wales with company number 04456802 whose registered office is at Seebeck House Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FR (the "**Chargor**"); and
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**WITNESSES** as follows:

**1. DEFINITIONS**

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**"Facility Agreement"** means the facility agreement for a term loan of up to £3,494,380 and dated 30 July 2014 as made between Connection Riverside Meridian LP (acting by its general partner Connection Riverside Meridian (General Partner) LLP, as amended pursuant to a supplemental facility letter dated 19 December 2014, and as novated to the Chargor pursuant to a novation deed entered into between the Chargor, the Lender and Connection Riverside Meridian LP (acting by its general partner Connection Riverside Meridian (General Partner) LLP dated on or around the date of this deed; and

**Liabilities** means the moneys, obligations and liabilities covenanted to be paid or discharged under clause 2.

- 1.2** The expressions the "**Chargor**" and the "**Lender**" where the context admits includes their respective successors, personal representatives and assigns.

**2. COVENANT TO PAY**

The Chargor hereby covenants that it will on demand when due pay to the Lender all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Lender by the Chargor under or pursuant to the Facility Letter or any other Finance Document (as defined in the Facility Letter) together with interest to the date of payment at such rates and upon such terms specified in the Facility Letter, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Lender in relation to the Chargor or any guarantee, indemnity or security for any moneys, obligations or liabilities hereby secured on a full and unqualified indemnity basis.

**3. CHARGE AND RELEASE**

The Chargor with full title guarantee hereby:



- 3.1 charges the Deposit to the Lender by way of first fixed charge as a continuing security for the payment and discharge of the Liabilities; and
- 3.2 releases the Deposit to the Lender until the Liabilities have been paid or discharged in full, to the intent that the Deposit shall only be repayable to the Chargor to the extent that the amount thereof is greater than the ultimate unpaid amount of the Liabilities.

#### **4. SET-OFF**

The Chargor hereby agrees that the Lender may (in addition to and notwithstanding the security and other rights conferred on the Lender under this Charge) at any time without notice (as well before as after demand) and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of the Lender or of the Chargor jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency and set off or transfer all or part of the Deposit and any such other sum standing to the credit of any one or more such accounts in or towards satisfaction of the Liabilities which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off. For this purpose the Lender is authorised to purchase with the Deposit or with any other moneys standing to the credit of such accounts such other currencies as may be necessary to effect such applications.

#### **5. COVENANTS BY THE CHARGOR**

The Chargor hereby covenants with the Lender that, until the Liabilities have been paid or discharged in full, the Chargor shall:

- 5.1 not withdraw or attempt to withdraw the Deposit or sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with or grant or permit third party rights to arise over or against the same or any part thereof or attempt or agree so to do;
- 5.2 forthwith inform the Lender of any claim or notice relating to the Deposit received from any other party and of all other matters relevant thereto; and
- 5.3 do all such things and execute all such assignments, authorities and documents as the Lender shall from time to time require for perfecting its title to or for vesting or enabling it to vest the full benefit of the Deposit in the Lender or its nominee, such documents to be prepared by or on behalf of the Lender at the cost of the Chargor in such form as the Lender may reasonably require.

#### **6. WARRANTIES AND REPRESENTATIONS BY THE CHARGOR**

The Chargor hereby warrants and represents to the Lender that:

- 6.1 the Chargor is the beneficial owner of and has full right and title to the Deposit and that the same is free from any lien, charge or encumbrance (other than the charge hereby created);
- 6.2 the Chargor is duly incorporated and validly exists under the laws of England and has full power to create and perform its obligations under this Charge;

- 6.3 all necessary corporate action to enable the Chargor to create this Charge has been taken and the signatories hereto have been duly authorised and are entitled to execute this Charge and the Chargor has obtained and will maintain in full force and effect all necessary consents, licences and authorities required in connection with the Deposit and this Charge;
- 6.4 this Charge has been validly created and constitutes a valid and legally binding charge and release of the Deposit by the Chargor to the Lender; and
- 6.5 the creation of this Charge and the making of the Deposit does not and will not (i) conflict with or breach the terms of or constitute a default under any agreement, charge or other instrument to which the Chargor is a party or is subject or by which it is bound, or (ii) result in the creation or imposition of or oblige it to create any charge or other encumbrance on any of its assets.

## **7. POWERS OF THE LENDER**

- 7.1 At any time after the Lender shall have demanded payment of any of the Liabilities or if requested by the Chargor, the Lender may exercise without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925 in respect of all or any part of the Deposit the power to set off the Deposit against the Liabilities and all the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended and all other powers which the Chargor would have in respect thereof if the same were unencumbered, with full power to call in all or any part of the Deposit at such times and in such manner and generally on such terms and conditions as the Lender may think fit with power to give effectual receipts and do all other acts and things necessary or desirable in connection therewith. The Lender may apply the Deposit in or towards satisfaction of such of the Liabilities and in such order as the Lender in its absolute discretion may from time to time conclusively determine.
- 7.2 The Chargor by way of security hereby irrevocably appoints the Lender and the persons deriving title under it severally to be its attorney in its name and on its behalf to execute and complete all such deeds, instruments and documents relating to the Deposit (including all the matters referred to in clause 5.3) and to do all such acts and things as may be required for the full exercise of the powers hereby conferred.

## **8. PROTECTIONS FOR THE LENDER**

- 8.1 The Lender shall not be responsible for any loss occasioned by the timing of the exercise of its powers under this Charge in relation to the renewal of the Deposit, fixing of interest periods, purchase of currencies or otherwise.
- 8.2 Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Lender pursuant hereto.

## **9. CONTINUING SECURITY**

- 9.1 This Charge shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and shall remain in full force and effect until all the Liabilities have been paid or discharged in full.
- 9.2 This Charge is in addition to and shall not merge with or otherwise prejudice or affect any banker's lien, right to combine and consolidate accounts, right of set-off or any other contractual or other right or remedy or any guarantee lien pledge bill note



mortgage or other security now or hereafter held by or available to the Lender and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Lender now or hereafter dealing with, exchanging releasing varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

- 9.3 Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no security, disposition or payment to the Lender by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Lender shall be entitled to enforce the charge hereby created subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

#### **10. MANDATORY REPAYMENT**

- 10.1 Notwithstanding anything contained in this Charge, if a winding-up petition is presented against the Chargor or is otherwise pending or a meeting of the Chargor's creditors is summoned under section 98 of the Insolvency Act 1986 or any other steps whatsoever are taken preparatory to the placing of the Chargor in liquidation under the insolvency laws of any country where the Chargor carries on business or where its assets are situate the Liabilities (including, without limitation, the maximum amount of any contingent liability of the Chargor to the Lender) shall become immediately due and payable to the Lender without notice, demand or any other action on the part of the Lender and the Deposit shall mature forthwith and be automatically set off and applied against the Liabilities.
- 10.2 If the Liabilities and the Deposit are denominated in different currencies, the amount required to be set off shall be calculated by applying the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing the currencies for which the Chargor is liable actually or contingently to the Lender with the currency comprised in the Deposit at the relevant date.

#### **11. CURRENCY CLAUSES**

- 11.1 The Deposit may from time to time be converted into such other currency as the Lender considers necessary or desirable to cover the Liabilities in that other currency at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing that other currency with the existing currency.
- 11.2 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the Liability in respect of which it was made unless and until the Lender shall have received payment in full in the currency in which such Liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such Liability expressed in that currency, the Lender shall have a further separate cause of action against the Chargor and shall be entitled to enforce this Charge to recover the amount of the shortfall.

#### **12. NON-ASSIGNABLE DEPOSIT**

Neither the Deposit nor any part thereof or interest therein is assignable or transferable in any manner whatsoever and the Chargor shall not be entitled to create any interest therein (whether absolute or by way of security).

13. **WAIVER**

No failure or delay by the Lender in exercising any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

14. **MISCELLANEOUS**

14.1 Each of the provisions of this Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14.2 Any change in the constitution of the Lender or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person or any reconstruction or reorganisation of any kind shall not in any way affect or prejudice its rights under this Charge.

15. **NOTICES**

Any notice or demand for payment by the Lender hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Company if served on any one of the Directors or on the Secretary of the Company or delivered or sent by first class letter post or facsimile transmission to the Company at its registered office as set out herein or at any of its principal places of business. Any such notice or demand sent by first class letter post shall be deemed to have been served on the addressee at 10 a.m. on the next business day (unless hand delivered and then at the time of delivery) notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted. Any notice or demand sent by facsimile transmission shall be deemed to have been served at the time of despatch provided a transmission report is received.

16. **DESIGNATION**

The parties to this deed agree that with effect from the date of this deed, this deed shall be designated as a Security Document in accordance with the definition of "Security Document" in the Facility Agreement.

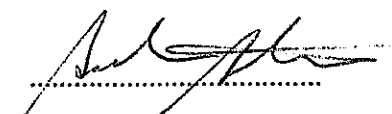
17. **GOVERNING LAW AND JURISDICTION**

This Charge shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

**IN WITNESS** whereof this Charge has been entered into the day and year first above written

**Chargor**

Executed as a deed by **MERIDIAN  
POINT HOTEL LIMITED** acting  
by SASHA STUPAR, a  
director, in the presence of:

  
.....  
Director

.....  
Witness

  
Name of Witness: GRAHAM LOUGHAN.

Address of Witness: 292 WENNINGTON ROAD RAINHAM ESSEX RM13 9uu

Occupation of Witness: ACCOUNTANT

**Lender**

Executed for and on behalf of  
**SANTANDER UK PLC**

.....  
Authorised Signatory

