



Registration of a Charge

Company Name: **HI (READING SOUTH) LIMITED**

Company Number: **04721028**



XAJSMZ5K

Received for filing in Electronic Format on the: **21/12/2021**

Details of Charge

Date of creation: **17/12/2021**

Charge code: **0472 1028 0008**

Persons entitled: **CBRE LOAN SERVICES LIMITED**

Brief description: **FREEHOLD PROPERTY KNOWN AS HOLIDAY INN READING - BASINGSTOKE ROAD, READING, BERKSHIRE, RG2 0SL REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER BK91391.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4721028

Charge code: 0472 1028 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2021 and created by HI (READING SOUTH) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2021 .

Given at Companies House, Cardiff on 23rd December 2021

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**

EXECUTION VERSION

CONFIRMATORY SECURITY AGREEMENT

DATED 17 DECEMBER 2021

**THE COMPANIES LISTED IN SCHEDULE 1
as Chargors**

and

**CBRE LOAN SERVICES LIMITED
as Security Agent**

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 17 December 2021 and is made BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (Chargors) as chargors (each a **Chargor** and together the **Chargors**); and
- (2) **CBRE LOAN SERVICES LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Credit Agreement defined below).

BACKGROUND:

- (A) Pursuant to a security agreement dated 25 May 2021 between each **Chargor** and the **Security Agent** (the **Original Security Agreement**), each **Chargor** created Security interests over certain of its assets as security for, among other things, the present and future obligations and liabilities of each **Obligor** under the Finance Documents (as amended or supplemented).
- (B) The Credit Agreement has been amended by a supplemental agreement dated on or about the date of this Deed between, among others, each **Chargor** and the **Security Agent** (the **Supplemental Agreement**).
- (C) Each **Chargor** and the **Security Agent** consider that the Security interests created by the **Chargors** under the **Original Security Agreement** secure payment of the **Secured Obligations** (as defined below), but enter into this Deed in case they do not.
- (D) This Deed is supplemental to the **Original Security Agreement**.
- (E) 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

- (a) In this Deed, **Secured Obligations** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each **Obligor** to any **Secured Party** under or in connection with each Finance Document including those obligations and liabilities as they are amended by the **Supplemental Agreement**.
- (b) Capitalised terms defined in the **Original Security Agreement** have, unless expressly defined in this Deed, the same meaning in this Deed.
- (c) The provisions of clause 1.2 (Construction) to and including clause 1.4 (Jersey terms) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement will be construed as references to this Deed.
- (d) Any reference in this Deed to:
 - (i) a **Finance Document** or other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;

- (ii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
- (iii) any **share, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable; and
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

in each case, in relation to that share, stock, debenture, bond or other security or investment;

- (iv) the term **this Security** means any security created by this Deed; and
 - (v) an agreement, instrument or other document to which it is a party includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (e) Any covenant of the Chargors under this Deed (other than a payment obligation) remains in force during the Security Period.
 - (f) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (g) If the Security Agent considers that an amount paid to a Secured Party under a Finance 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.
 - (h) Unless the context otherwise requires, a reference to a **Security Asset** includes the proceeds of any disposal of that Security Asset.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:

- (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargors;
 - (iii) is security for the payment and satisfaction of all the Secured Obligations; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (c) All the security created under this Deed:
- (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Obligations; and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (d) Where this Deed purports to create a first fixed Security interest, that Security interest will be a second ranking Security interest ranking subject to the equivalent Security interest created by the Original Security Agreement until such time as the Security interest created by the Original Security Agreement ceases to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

2.2 Land

- (a) Each Chargor charges:
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in schedule 2 (Real Property) to the Original Security Agreement (which is reproduced in Schedule 2 (Real Property) to this Deed); and
 - (ii) by way of a first legal mortgage all estates or interests in any leasehold property now owned by it including the real property specified in schedule 3 (Opco Property) (which is reproduced in Schedule 3 (Opco Property) to this Deed) against its name
 - (iii) (to the extent that they are not the subject of a mortgage under paragraph (i) above by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it.
- (b) A reference in this Clause 2.2 (Land) to a mortgage or charge of any freehold or leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and

- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of each Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor charges by way of a first fixed charge its interest in all its Investments.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (Land), each Chargor charges by way of a first fixed charge all plant and machinery owned by that Chargor and its interest in any plant or machinery in its possession.

2.5 Credit balances

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account other than the General Account, any amount standing to the credit of any Account other than the General Account and the debt represented by it.
- (b) Each Chargor charges by way of a first fixed charge all of its rights in respect of the General Account, any amount standing to the credit of the General Account and the debt represented by it.
- (c) Each Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs (a) and (b) above, any amount standing to the credit of any such account and the debt represented by it.

2.6 Book debts etc.

Each Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;
- (b) all of its book and other debts;
- (c) all other moneys due and owing to it; and
- (d) the benefit of all rights in relation to any item under paragraphs (a) to (c) above.

2.7 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the **Insurance Rights**).
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

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 Other contracts

(a) Each Chargor:

- (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under each Lease Document;
 - (B) under each Opco/Propco Lease Agreement;
 - (C) in respect of any income received in respect of the Properties;
 - (D) in respect of all rental income under a Lease Document;
 - (E) under any guarantee of rental income contained in or relating to any Lease Document;
 - (F) under each Relevant Contract; and
 - (G) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment;
- (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.9; and
- (iii) provided that, prior to an Event of Default which is continuing, the exercise of all rights and remedies in connection with any of the above shall be exercised at the sole discretion of that Chargor and that Chargor shall continue to be entitled to deal with the relevant counterparties.

- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.10 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

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 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) **Error! Reference source not found.**;
- (e) its uncalled capital; and
- (f) the benefit of all rights in relation to any item under paragraphs (a) to (e) above.

2.12 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 fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may (to the extent permitted by applicable law) by notice to a Chargor convert the floating charge created by this Clause 2.12 (Floating charge) into a fixed charge as regards any of that Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers (acting reasonably) 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.
- (c) Subject to paragraph (d) below, the floating charge created by this Clause 2.12 (Floating charge) 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 Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by this Clause 2.12 (Floating charge) will (in addition to the circumstances when this may occur under the general law and to the extent permitted by applicable law) automatically convert into a fixed charge over all of that Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (f) The floating charge created by this Clause 2.12 (Floating charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. INCORPORATION

The provisions of clause 3 (Restrictions on Dealings) to 20 (Release) (inclusive) (other than clause 4.3 (Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. H.M. LAND REGISTRY

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 charge dated [] in favour of CBRE Loan Services Limited referred to in the charges register or their conveyancer. (Standard Form P)".

5. MISCELLANEOUS

- (a) The Original Security Agreement will remain in full force and effect.
- (b) This Deed is designated a Finance Document.

6. GOVERNING LAW

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

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

SCHEDULE 1**CHARGORS**

Name of Chargor	Registered number	Jurisdiction of incorporation
HICP Holdings Limited	9449236	England & Wales
Bryant Park Hospitality S.à r.l.	B 253877	Luxembourg
HIN JB Limited	117860	Jersey
CP (Leeds) Limited	04721094	England & Wales
Felbridge Holdings Limited	09917446	England & Wales
HI (Farnborough) Limited	04712785	England & Wales
HI (Hemel Hempstead) Limited	04721014	England & Wales
HI (London Gatwick) Limited	04721762	England & Wales
HI (Reading South) Limited	04721028	England & Wales
HI (Southampton) Limited	04720965	England & Wales
HICP Limited	09450061	England & Wales
HIN Aylesbury Limited	09451229	England & Wales
HIN Basingstoke Limited	09451231	England & Wales
HIN Bexley Limited	09451228	England & Wales
HIN Coventry Limited	09451232	England & Wales
HIN Fareham Limited	09451235	England & Wales
HIN Gloucester Limited	09451320	England & Wales
HIN High Wycombe Limited	09451321	England & Wales
HIN Hull Limited	09451322	England & Wales
HIN Leicester Limited	09451324	England & Wales
HIN Southampton Limited	09451325	England & Wales
New Century (East Grinstead) Limited	05325981	England & Wales

SCHEDULE 2
REAL PROPERTY

Chargor/Owner	Address of Property	Freehold Land Registry Title Number	Leasehold Land Registry Title Number
HI (London Gatwick) Limited	Holiday Inn Gatwick - Povey Cross Road, Horley, RH6 0BA	N/A	SY574001
HIN Aylesbury Limited	Holiday Inn Aylesbury - New Road, Weston Turville, HP22 5QT	BM254556	N/A
HIN Basingstoke Limited	Holiday Inn Basingstoke - Grove Road, Basingstoke, RG21 3EE	HP409818	N/A
HIN Bexley Limited	Holiday Inn London Bexley - Southwold Road, Bexley, DA5 1ND	SGL103988	N/A
HIN Coventry Limited	Holiday Inn Coventry - Walsgrave on Sowe, Coventry, CV2 2HP	WK331187 WK331188	N/A
HI (Southampton) Limited	Holiday Inn Southampton - Herbert Walker Avenue, Southampton, SO15 1HJ	N/A	HP187263
HIN Fareham Limited	Holiday Inn Fareham - 2-8 Cartwright Drive, Fareham PO15 5RJ	N/A	HP438631
HIN Gloucester Limited	Holiday Inn Gloucester - Crest Way, Barnwood, Gloucester, GL4 3RX	N/A	GR60043
HIN High Wycombe Limited	Holiday Inn High Wycombe - Crest Road, High Wycombe, HP11 1TL	N/A	BM152754
HIN Hull Limited	Holiday Inn Hull Marina - Castle Street, Kingston upon Hull, HU1 2BX	HS398196	N/A
HIN Leicester Limited	Holiday Inn Leicester - 129 St Nicholas Circle, Leicester, LE1 5LX	N/A	LT57900
HI (Reading South) Limited	Holiday Inn Reading - Basingstoke Road, Reading, Berkshire, RG2 0SL	BK91391	N/A
HI (Hemel Hempstead) Limited	Holiday Inn Hemel Hempstead - Post House Hotel, Breakspear Way, Hemel Hempstead	In process of registration at the Land Registry but provisionally allocated HD587073 and being all that land shown edged red on	N/A

Chargor/Owner	Address of Property	Freehold Land Registry Title Number	Leasehold Land Registry Title Number
		Plan 1 less the land shown edged red on Plan 2.	
HI (Farnborough) Limited	Holiday Inn Farnborough – (a) Lynchford Road, Farnborough, GU14 6AZ; and (b) the land lying to the east of Farnborough Road, Farnborough	(a) HP347356 (b) HP524145	N/A
HIN Southampton Limited	Holiday Inn Eastleigh – (a) Leigh Road, Eastleigh, SO50 9PG; and (b) the land adjacent to Kornwestheim Way, Eastleigh	N/A	(a) HP289984 (b) In process of registration at the Land Registry but provisionally allocated HP846898 and being all that land shown edged red on Plan 3.
CP (Leeds) Limited	Leeds Crown Plaza - Wellington Street, Leeds, LS1 4DL	N/A	WYK410379
New Century (East Grinstead) Limited	Felbridge Hotel and Spa, London Road, Felbridge, East Grinstead, RH19 2BH	WSX152491 WSX132597	N/A

SCHEDULE 3
OPCO PROPERTY

Opco	Address of Property	Opco Lease Title Number
HICP Limited	Holiday Inn Gatwick – Povey Cross Road, Horley RH6 0BA	SY836088
HICP Limited	Holiday Inn Aylesbury - New Road, Weston Turville, HP22 5QT	BM397089
HICP Limited	Holiday Inn Basingstoke - Grove Road, Basingstoke, RG21 3EE	HP782276
HICP Limited	Holiday Inn London Bexley - Southwold Road, Bexley, DA5 1ND	SGL758813
HICP Limited	Holiday Inn Coventry - Hickley Road, Walsgrave, Coventry, CV2 2HP	MM52352
HICP Limited	Holiday Inn Southampton - Herbert Walker Avenue, Southampton, SO15 1HJ	HP782261
HICP Limited	Holiday Inn Fareham - 2-8 Cartwright Drive, Fareham PO15 5RJ	HP785642
HICP Limited	Holiday Inn Gloucester - Crest Way, Barnwood, Gloucester, GL4 3RX	GR393303
HICP Limited	Holiday Inn High Wycombe - Crest Road, High Wycombe, HP11 1TL	BM397112
HICP Limited	Holiday Inn Hull Marina - Castle Street, Kingston upon Hull, HU1 2BX	HS380678
HICP Limited	Holiday Inn Leicester - 129 St Nicholas Circle, Leicester, LE1 5LX	LT469665
HICP Limited	Holiday Inn Reading - Basingstoke Road, Reading, Berkshire RG2 0SL	BK468344
HICP Limited	Holiday Inn Hemel Hempstead - Breakspear Way, Hemel Hempstead, HP2 4UA	HD546148
HICP Limited	Holiday Inn Farnborough - Lynchford Road, Farnborough, GU14 6AZ	HP782286
HICP Limited	Holiday Inn Eastleigh - Leigh Road, Eastleigh, SO50 9PG	HP786422
HICP Limited	Leeds Crown Plaza - Wellington Street, Leeds, LS1 4DL	YY50042

SIGNATORIES

Chargors

*HICP Holdings Limited
by its attorney*

SIGNED as a deed by **HICP HOLDINGS LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

Nicholas Stoff

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

*CP (Leeds) Limited
by its attorney*

SIGNED as a deed by **CP (LEEDS) LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

Nicholas Stoff

[REDACTED UNDER S859G
OF THE COMPANIES ACT
2006]

*Felbridge Holdings Limited
by its attorney*

SIGNED as a deed by **FELBRIDGE HOLDINGS LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

Nicholas Stoff

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

HI (Farnborough) Limited
by its attorney

SIGNED as a deed by **HI (FARNBOROUGH) LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

HI (Hemel Hempstead) Limited
by its attorney

SIGNED as a deed by **HI (HEMEL HEMPSTEAD) LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

HI (London Gatwick) Limited
by its attorney

SIGNED as a deed by **HI (LONDON GATWICK) LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]

HI (Reading South) Limited
by its attorney

SIGNED as a deed by **HI (READING SOUTH) LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

SIGNED as a deed by **HI (SOUTHAMPTON) LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

HI (Southampton) Limited
by its attorney

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

SIGNED as a deed by **HICP LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

HICP Limited
by its attorney

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

SIGNED as a deed by **HIN AYLESBURY LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

HIN Aylesbury Limited
by its attorney

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

SIGNED as a deed by **HIN BASINGSTOKE LIMITED**
acting by its attorney **BENJAMIN CHEN**
in the presence of:

Witness's Signature:

Name:

Address:

HIN Basingstoke Limited
by its attorney

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

HIN Bexley Limited
by its attorney

SIGNED as a deed by HIN BEXLEY LIMITED
acting by its attorney BENJAMIN CHEN
in the presence of:

Witness's Signature:

Name:

Address:

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

Nicholas Stott

SIGNED as a deed by HIN COVENTRY LIMITED
acting by its attorney BENJAMIN CHEN
in the presence of:

Witness's Signature:

Name:

Address:

[REDACTED UNDER S859G
OF THE COMPANIES ACT
2006]

Nicholas Stott

SIGNED as a deed by HIN FAREHAM LIMITED
acting by its attorney BENJAMIN CHEN
in the presence of:

Witness's Signature:

Name:

Address:

HIN Fareham Limited
by its attorney

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]

Nicholas Stott

SIGNED as a deed by HIN GLOUCESTER LIMITED
acting by its attorney BENJAMIN CHEN
in the presence of:

Witness's Signature:

Name:

Address:

HIN Gloucester Limited
by its attorney

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

Nicholas Stott

SIGNED as a deed by **HIN HIGH WYCOMBE LIMITED**)
acting by its attorney **BENJAMIN CHEN**)
in the presence of:)

Witness's Signature: [REDACTED]

Name: Nicholas Stoff

Address: [REDACTED]

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

*HIN High Wycombe Limited
by its attorney*

SIGNED as a deed by **HIN HULL LIMITED**)
acting by its attorney **BENJAMIN CHEN**)
in the presence of:)

Witness's Signature: [REDACTED]

Name: Nicholas Stoff

Address: [REDACTED]

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

*HIN Hull Limited
by its attorney*

SIGNED as a deed by **HIN LEICESTER LIMITED**)
acting by its attorney **BENJAMIN CHEN**)
in the presence of:)

Witness's Signature: [REDACTED]

Name: Nicholas Stoff

Address: [REDACTED]

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

*HIN Leicester Limited
by its attorney*

SIGNED as a deed by **HIN SOUTHAMPTON LIMITED**)
acting by its attorney **BENJAMIN CHEN**)
in the presence of:)

Witness's Signature: [REDACTED]

Name: Nicholas Stoff

Address: [REDACTED]

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

*HIN Southampton Limited
by its attorney*

New Century (East Grinstead)
by its attorney Limited

SIGNED as a deed by NEW CENTURY (EAST
GRINSTEAD) LIMITED acting by its attorney BENJAMIN)
CHEN in the presence of: [REDACTED]

Witness's Signature: [REDACTED]

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

Name:


Nicholas Stoff

Address:

[REDACTED]


EXECUTED as a deed by *Chris Kula*
BRYANT PARK HOSPITALITY S.À R.L.,
a company incorporated in Luxembourg, acting by

who, in accordance with the laws of that territory,
is acting under the authority of the Company

) Signature in name of company
) **BRYANT PARK HOSPITALITY S.À R.L.**
)  [REDACTED UNDER S859G OF THE
) COMPANIES ACT 2006]
)
) Signature of authorised signatory

EXECUTED as a deed by *Chris Kula*
HIN JB LIMITED,
a company incorporated in Jersey, acting by

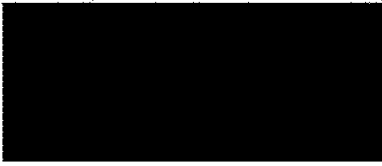
who, in accordance with the laws of that territory,
is acting under the authority of the Company

) Signature in name of company
) **HIN JB LIMITED**
)  [REDACTED UNDER S859G OF THE
) COMPANIES ACT 2006]
)
) Signature of authorised signatory

Security Agent

CBRE LOAN SERVICES LIMITED

By:



PIOTR TOKARSKI
Authorised Signatory

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]