



Registration of a Charge

Company name: **ABILITY HOTELS (LUTON) LIMITED**

Company number: **06589180**



X5LRX7MW

Received for Electronic Filing: **13/12/2016**

Details of Charge

Date of creation: **08/12/2016**

Charge code: **0658 9180 0006**

Persons entitled: **MOUNT STREET LOAN SOLUTIONS LLP**

Brief description: **NONE**

Contains fixed 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: **TARIK SHARIF, SOLICITOR, DLA PIPER UK LLP, LONDON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6589180

Charge code: 0658 9180 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2016 and created by ABILITY HOTELS (LUTON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2016 .

Given at Companies House, Cardiff on 14th December 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

EXECUTION VERSION

DATED

8 December

2016

(1) ABILITY HOTELS (LUTON) LIMITED
as Chargor

- and -

(2) MOUNT STREET LOAN SOLUTIONS LLP
as Security Agent

CHARGE OVER SHARES

This Charge over Shares is subject to and has the benefit of an Intercreditor Agreement dated 26 June 2014 as amended 21 April 2016 and as amended and restated on or about the date of this Deed and originally made between, Mount Street Loan Solutions LLP as Senior Agent, (2) the financial institutions named on the signing pages as Senior Lenders, (3) LaSalle Investment Management as Mezzanine Agent, (4) the financial institutions named on the signing pages as Mezzanine Lenders (5) Ability Hotels (Luton) Holdings Limited as the original mezzanine shareholder, (6) Ability Hotels (Luton) Limited as the Mezzanine Borrower, (7) Ability Hotels (Luton Inn) Limited and Ability Hotels (Cambridge) Limited as Senior Borrowers, (8) the entities named on the signing pages to it as original debtors, (9) the entities named on the signing pages to it as original subordinated creditors, (10) Mount Street Loan Solutions LLP as Security Agent and (11) LaSalle Investment Management Limited as security trustee for the mezzanine creditors; as each such term is defined in this Deed.

I certify that, save for material redacted pursuant to
S859G of the Companies Act 2006, this is a true,
complete and correct copy of the original instrument.

Date 9 December 2016

Signed [Signature]

D.L.A. PIPER UK LLP

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THIS CHARGE OVER SHARES is made on

8 December

2016

BETWEEN:

- (1) **ABILITY HOTELS (LUTON) LIMITED**, a company incorporated and registered in England and Wales with number 06589180 and with its registered office at Top Floor Hampton By Hilton, 42-50 Kimpton Road, Luton, Bedfordshire LU2 0NB (the "**Chargor**"); and
- (2) **MOUNT STREET LOAN SOLUTIONS LLP** (as security trustee for the Secured Parties (as defined below)) (in such capacity, the "**Security Agent**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) until the Senior Discharge Date, terms defined in, or construed for the purposes of, the Senior Facility Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed);
- (b) after the Senior Discharge Date, terms defined in or construed for the purposes of the Mezzanine Facility Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (c) at all times the following terms have the following meanings:

"2014 Charge Over Shares" means a charge over shares dated 26 June 2014 between (1) the Chargor and (2) the Security Agent;

"Act" means the Law of Property Act 1925;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means the securities specified in the schedule (*Details of Charged Securities*);

"Default Rate" means the rate of interest determined in accordance with clause 8.3 (*Default interest*) of the Senior Facility Agreement or (after the Senior Discharge Date) in accordance with clause 8.3 (*Default interest*) of the Mezzanine Facility Agreement except that references to an Obligor are to be construed as references to the Chargor;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents;

"Intercreditor Agreement" means the intercreditor agreement dated 26 June 2014 as amended on 21 April 2016 and as amended and restated on or about the date of this Deed and originally made between, Mount Street Loan Solutions LLP as Senior Agent, (2) the financial institutions named on the signing pages as Senior Lenders, (3) LaSalle Investment Management as Mezzanine Agent, (4) the financial institutions named on the signing pages as Mezzanine Lenders (5) Ability (Luton) Holdings Limited as the original mezzanine shareholder, (6) Ability Hotels (Luton) Limited as the Mezzanine Borrower, (7) Ability Hotels (Luton Inn) Limited and Ability Hotels (Cambridge) Limited as Senior Borrowers, (8) the entities named on the signing pages to it as original debtors, (9) the entities named on the signing pages to it as original subordinated creditors, (10) Mount Street Loan Solutions LLP as Security Agent and (11) LaSalle Investment Management Limited as security trustee for the mezzanine creditors;

"Mezzanine Agent" means the *"Agent"* as that term is defined in the Mezzanine Facility Agreement;

"Mezzanine Borrower" means the *"Borrower"* as that term is defined in the Mezzanine Facility Agreement;

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 20 June 2014 as amended on 21 April 2016 and as amended and restated on or about the date of this Deed and made between (1) Ability Hotels (Luton) Limited as borrower, (2) Ability Hotels (Luton Inn) Limited and Ability Hotels (Cambridge) Limited as guarantors, (3) LREDS II Sterling Holdings 2 S.à r.l. (as original lender) and (4) LaSalle Investment Management as agent and security agent, pursuant to which certain credit facilities were made available to Ability Hotels (Luton) Limited;

"Mezzanine Finance Documents" means each *"Finance Document"* as that term is defined in the Mezzanine Facility Agreement;

"Mezzanine Finance Party" means each *"Finance Party"* as that term is defined in the Mezzanine Facility Agreement;

"Mezzanine Lender" means the *"Lender"* as that term is defined in the Mezzanine Facility Agreement;

"Party" means a party to this Deed;

"Permitted Security" means any Security permitted pursuant to clause 21.3(c) of the Senior Facility Agreement prior to the Senior Discharge Date, and thereafter any Security permitted pursuant to clause 21.3(c) of the Mezzanine Facility Agreement;

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Security Agent of the whole or any part of the Security Assets under this Deed;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; and

- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of the Charged Securities;

"Relevant Agent" means:

- (a) until the Senior Discharge Date, the Senior Agent; and
- (b) thereafter, the Mezzanine Agent;

"Restrictions Notice" means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Transaction Obligor to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

"this Security" means the Security created or evidenced by or pursuant to this Deed;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Senior Agent" means the *"Agent"* as that term is defined in the Senior Facility Agreement;

"Senior Borrowers" means the *"Borrowers"* as that term is defined in the Senior Facility Agreement;

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Agreement;

"Senior Facility Agreement" means the senior facility agreement dated 20 June 2014 as amended on 27 January 2015 and 21 April 2016 and as amended and restated on or about the date of this Deed and made between (1) the Senior Borrowers, (2) GAM International Management Limited as Investment Manager, (3) the financial institution listed in part 2 and part 3 of schedule 1 thereto as the Original Lenders, (4) Mount Street Loan Solutions LLP as Agent and (5) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Senior Borrowers;

"Senior Finance Documents" means each *"Finance Document"* as that term is defined in the Senior Facility Agreement;

"Senior Finance Party" means any *"Finance Party"* as such term is defined in the Senior Facility Agreement;

"Senior Lenders" means the *"Lenders"* as that term is defined in the Senior Facility Agreement;

"Transaction Obligor" means each *"Transaction Obligor"* as such term is defined in the Senior Facility Agreement together with each *"Transaction Obligor"* as such term is defined in the Mezzanine Facility Agreement; and

"Warning Notice" means a *"warning notice"* as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Interpretation

- (a) Unless a contrary indication appears in this Deed:
- (i) until the Senior Discharge Date, the provisions of clause 1.2 (*Construction*) of the Senior Facility Agreement (other than clause 1.2(c)) apply to this Deed as though they were set out in full in this Deed, except that references to *"this Agreement"* will be construed as references to this Deed; and
 - (ii) after the Senior Discharge Date, the provisions of clause 1.2 (*Construction*) of the Mezzanine Facility Agreement (other than clause 1.2(c)) will apply to this Deed as though they were set out in full in this Deed, except that references to *"this Agreement"* will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
- (i) the **"Chargor"**, the **"Security Agent"** or any other **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) **"this Deed"**, the **"Senior Facility Agreement"**, the **"Mezzanine Facility Agreement"**, any other **"Finance Document"** or any other agreement or instrument is a reference to this Deed, the Senior Facility Agreement, the Mezzanine Facility Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Transaction Obligor or provides for further advances);
 - (iii) **"assets"** includes present and future properties, revenues and rights of every description and includes uncalled capital;
 - (iv) **"Secured Liabilities"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Transaction Obligor;
 - (v) **"reasonable endeavours"** includes payment by the relevant person of all its own and any third party's reasonable and necessary costs, fees and expenses;

- (vi) "including" or "includes" means including or includes without limitation; and
- (vii) the singular includes the plural and vice versa.
- (c) References to clauses and the schedule are to be construed, unless otherwise stated, as references to clauses and the schedule to this Deed and references to this Deed include its schedule unless otherwise stated.
- (d) Each undertaking of the Chargor (other than a payment obligation) contained in this Deed:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by the Chargor for the benefit of the Security Agent and each other Secured Party.
- (e) If the Security Agent or the Relevant Agent reasonably considers that an amount paid by any Transaction Obligor to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Transaction Obligor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The Parties intend that this document shall take effect as a Deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Inconsistency between this Deed and the Intercreditor Agreement

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

1.4 Trust

All Security and dispositions made or created and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement.

1.5 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.6 Delivery

The Parties intend this Deed to be delivered on the first date specified on page 1 of this Deed.

2. DEFAULT INTEREST

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis:

- (a) at the rate and in the manner agreed in the Finance Documents under which such amount is payable; or
- (b) (in the absence of such agreement) at the Default Rate from time to time. In such a case default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Security Agent (acting on the instructions of the Relevant Agent) states are appropriate.

3. NATURE OF SECURITY

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Liabilities.

4. GRANT OF SECURITY

The Chargor charges and agrees to charge by way of first fixed charge all of its present and future right, title and interest in and to:

- (a) all the Charged Securities which are at any time owned by the Chargor or in which the Chargor from time to time has an interest; together with
- (b) all present and future Related Rights from time to time accruing to those Charged Securities and all rights which the Chargor may have at any time against any clearance or settlement system or custodian in respect of any Charged Investments.

5. CONTINUING SECURITY

5.1 Continuing security

This Security is continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Liability.

5.3 Right to enforce

This Deed may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it.

6. LIABILITY OF THE CHARGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

7. REPRESENTATIONS

7.1 General

The Chargor makes the representations and warranties set out in this clause 7 to the Security Agent and to each other Secured Party.

7.2 No Security

No Security (other than that created by this Deed) exists over any Charged Investment.

7.3 Ownership of Security Assets

It is the sole legal and beneficial owner of all the Security Assets.

7.4 Charged Securities fully paid

The Charged Securities are fully paid.

7.5 Entire share capital

The Charged Securities constitute the entire share capital owned by the Chargor in each of the Senior Borrowers.

7.6 Status

- (a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

7.7 Binding obligations

Subject to the Legal Reservations:

- (a) The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations of the Chargor; and
- (b) This Deed creates the security interests which it purports to create, and those security interests are valid and effective and are not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

7.8 Non-conflict with other obligations

The entry into and performance by it of, and the transactions and granting of Security contemplated by, this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets.

7.9 Power and authority

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the grant of security contemplated by this Deed.
- (c) It is acting in all matters relating to this Deed for its own account and not as trustee, nominee or agent or any other capacity whatsoever.

7.10 Validity and admissibility in evidence

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
- (b) to make this Deed admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

7.11 Governing law and enforcement

- (a) The choice of English law as the governing law of this Deed will be recognised and enforced in the Chargor's jurisdiction of incorporation.
- (b) Any judgment obtained in England in relation to this Deed will be recognised and enforced in its jurisdiction of incorporation.

7.12 Insolvency

No:

- (a) corporate action, legal proceeding or other procedure or step described in clause 23.7 (*Insolvency proceedings*) of the Senior Facility Agreement and in clause 23.7 (*Insolvency proceedings*) of the Mezzanine Facility Agreement; or
- (b) creditor's process described in clause 23.8 (*Creditor's process*) of the Senior Facility Agreement and in clause 23.8 (*Creditor's process*) of the Mezzanine Facility Agreement,

has been taken or threatened in relation to it and none of the circumstances described in clause 23.6 (*Insolvency*) of the Senior Facility Agreement and in clause 23.6 (*Insolvency*) of the Mezzanine Facility Agreement applies to it (in each case, as if it was one of the entities specifically mentioned in such clause).

7.13 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings or investigations are currently taking place or threatened in relation to any of the Charged Investments.

7.14 Ranking

Subject to the 2014 Charge Over Shares, this Security has a first ranking priority and is not subject to any prior ranking or *pari passu* Security.

7.15 Centre of main interest and establishments

For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "**Regulation**"), its "*centre of main interest*" (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales and it has no "*establishment*" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

7.16 Time when representations made

All the representations and warranties in this clause 7 are made by the Chargor on the date of this Deed and (except for the representation in clause 7.12 (*Insolvency*)) are also deemed to be made by the Chargor:

- (a) on the date of each Utilisation Request and each Utilisation Date under the Senior Facility Agreement and the Mezzanine Facility Agreement; and
- (b) on the first day of each Interest Period under the Senior Facility Agreement and the Mezzanine Facility Agreement.

Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

8. UNDERTAKINGS BY THE CHARGOR

8.1 Negative pledge and disposals

The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security over any Security Asset except a Permitted Security as permitted by the Senior Facility Agreement (on or before the Senior Discharge Date) and thereafter the Mezzanine Facility Agreement; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset (except as permitted by the Senior Facility Agreement

(on or before the Senior Discharge Date) and thereafter the Mezzanine Facility Agreement); or

(c) take or permit the taking of any action which may result in:

(i) the rights attaching to any Charged Investment being altered; or

(ii) further shares in the Company being issued,

(except as permitted by the Senior Facility Agreement (on or before the Senior Discharge Date) and thereafter the Mezzanine Facility Agreement).

8.2 Protection of security

The Chargor shall immediately upon execution of this Deed or (if later) as soon as practicable after the acquisition of any Charged Investments by way of security for the Secured Liabilities:

(a) deposit with the Security Agent (or as the Security Agent may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and

(b) execute and deliver to the Security Agent:

(i) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or

(ii) such other documents as the Security Agent shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).

8.3 Notification

The Chargor shall:

(a) notify the Security Agent within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Charged Investments by any competent authority; and

(b) (if required by the Security Agent) immediately provide it with a copy of the same and either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to it as the Security Agent may require or approve.

8.4 Compliance with laws and obligations

The Chargor shall comply with:

(a) all obligations in relation to the Charged Investments under any present or future law, regulation, order or instrument or under bye-laws, regulations or requirements of any competent authority or any other Authorisation; and

(b) all other conditions and obligations assumed by it in respect of the Charged Investments.

8.5 Calls

The Chargor shall promptly pay all calls or other payments which may become due in respect of the Charged Investments.

8.6 Companies Act 2006

- (a) The Chargor shall not nominate another person to enjoy or exercise all or any of its specified rights in relation to any Charged Investment, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (b) Without limiting its obligation under clause 8.7(b), the Chargor shall promptly copy to the Security Agent and comply with all requests for information within its knowledge relating to the Charged Investments and which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in any articles of association or other constitutional document of the relevant company relating to the Charged Investments and if it fails to do so the Security Agent may provide such information as it may have on behalf of the Chargor.

8.7 General provisions relating to the Charged Investments

- (a) The Chargor shall not, except with the prior written consent of the Security Agent, enter into any onerous or restrictive obligation affecting any of the Charged Investments.
- (b) The Chargor shall provide the Security Agent with all information which it may reasonably request in relation to the Charged Investments.
- (c) The Chargor shall not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Charged Investment (or make any omission which has such an effect).

8.8 Warning Notice or Restrictions Notice

- (a) The Chargor represents and warrants to the Security Agent that no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Charged Securities and remains in effect.
- (b) The Chargor shall comply with any notice served on it in respect of all or any part of the Charged Securities pursuant to part 21A of the Companies Act 2006 within the timeframe specified in that notice and shall deliver a copy of any such notice to the Security Agent promptly upon receipt.

9. RIGHTS OF THE PARTIES IN RESPECT OF CHARGED INVESTMENTS

9.1 Dividends and voting rights

Until an Event of Default occurs, the Chargor shall be entitled to:

- (a) receive and retain all dividends, distributions and other monies paid on or derived from the Charged Securities; and

- (b) exercise all voting and other rights and powers attaching to the Charged Securities, provided that it must not do so in a manner which:
 - (i) has the effect of changing the terms of the Charged Securities (or any class of them) or of any Related Rights unless permitted by the Finance Documents; or
 - (ii) is prejudicial to the interests of the Security Agent and/or any other Secured Party.

9.2 Authority to complete transfers

At any time following the occurrence of an Event of Default, the Security Agent may (if the relevant Event of Default is then continuing) complete the instrument(s) of transfer for all or any Charged Securities on behalf of the Chargor in favour of itself or such other person as it may select.

9.3 Exoneration of the Security Agent

At any time when any Charged Security is registered in the name of the Security Agent or its nominee, the Security Agent shall be under no duty to:

- (a) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee;
- (b) verify that the correct amounts are paid or received; or
- (c) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for such Charged Security.

10. POWER TO REMEDY

10.1 General power to remedy

If at any time the Chargor does not comply with any of its obligations under the Finance Documents, the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things (including entering the property of the Chargor) which are necessary or desirable to rectify that default.

10.2 Mortgagee in possession

The exercise of the powers of the Security Agent under this clause 10 shall not render it or any other Secured Party liable as a mortgagee in possession.

10.3 Monies expended

The Chargor shall pay to the Security Agent on demand any monies which are properly expended by the Security Agent in exercising its powers under this clause 10, together with interest at the Default Rate from the date on which those monies were expended by the Security Agent (both before and after judgment) and otherwise in accordance with clause 2 (*Default interest*).

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 When enforceable

This Security shall become immediately enforceable upon and at any time after the occurrence of an Event of Default.

11.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default.

11.3 Enforcement

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

12. ENFORCEMENT OF SECURITY

12.1 General

For the purposes of all rights and powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to this Security.

12.2 Powers of Security Agent

At any time after this Security becomes enforceable (or if so requested by the Chargor by written notice at any time), the Security Agent may without further notice (unless required by law):

- (a) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
- (b) appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargor;
- (c) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
- (d) exercise (in the name of the Chargor and without any further consent or authority of the Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.

12.3 Redemption of prior security

At any time after this Security has become enforceable, the Security Agent may:

- (a) redeem any prior Security against any Security Asset; and/or

- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Security Agent on demand.

12.4 Privileges

- (a) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargor 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)) each Receiver and the 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 Secured Liabilities.
- (c) For the purpose of clause 12.4(b), the value of the financial collateral appropriated shall be such amount as the Receiver or 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.

12.5 No liability

- (a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable:
 - (i) in respect of all or any part of the Charged Investments; or
 - (ii) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 12.5(a), neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

12.6 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable;

- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Security Agent or to the Receiver is to be applied.

13. RECEIVER

13.1 Removal and replacement

The Security Agent may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

13.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

13.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent).

13.4 Payment by Receiver

Only monies actually paid by a Receiver to the Security Agent in relation to the Secured Liabilities shall be capable of being applied by the Security Agent in discharge of the Secured Liabilities.

13.5 Agent of Chargor

- (a) Any Receiver shall be the agent of the Chargor.
- (b) The Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

14. POWERS OF RECEIVER

14.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Security Agent by clause 12.2 (*Powers of Security Agent*)
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and

- (d) all powers which are conferred by any other law conferring power on receivers.

14.2 Additional powers

In addition to the powers referred to in clause 14.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation:
 - (i) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (ii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to carry out any sale or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
- (f) to take any such proceedings (in the name of the Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed;
- (g) to enter into or make any such agreement, arrangement or compromise as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed;
- (h) to appoint and employ such managers and officers and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (i) to form one or more Subsidiaries of the Chargor and to transfer to any such Subsidiary all or any part of the Security Assets; and
- (j) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Assets;

- (ii) exercise in relation to the Security Assets or any part of them all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
- (iii) use the name of the Chargor for any of the above purposes.

15. APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT

15.1 Application

All monies received by the Security Agent or any Receiver after this Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to this Security and subject to the Intercreditor Agreement) be applied in the following order:

- (a) *first* in satisfaction of, or provision for, all costs, charges and expenses properly incurred and payments properly made by the Security Agent, any other Secured Party or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) *secondly* in or towards the satisfaction of the remaining Secured Liabilities in accordance with clause 15.3 (*Appropriation, Intercreditor Agreement and suspense account*); and
- (c) *thirdly* in payment of any surplus to the Chargor or other person entitled to it.

15.2 Contingencies

If this Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate as the Security Agent may determine).

15.3 Appropriation, Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 15.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Liabilities in reduction of any part of the Secured Liabilities in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by the Chargor.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Deed may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent may determine without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Liabilities unless such monies would clear all Secured Liabilities in full.

16. SET-OFF

- (a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether

under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by the Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

- (b) At any time after this Security has become enforceable (and in addition to its rights under clause 16(a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

17. DELEGATION

Each of the Security Agent and 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 upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

18. FURTHER ASSURANCES

18.1 Further action

The Chargor shall at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed or any other Security Document;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law.

This includes:

- (i) the re-execution of this Deed or such Security Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignment or assurance of any property, whether to the Security Agent or to its nominee; and

- (iii) the giving of any notice, order or direction and the making of any filing or registration,

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

18.2 Finance Documents

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents.

18.3 Specific security

Without prejudice to the generality of clause 18.1 (*Further action*), the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed.

19. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of this Security has occurred which the Chargor is obliged to take under this Deed, including under clause 18 (*Further assurances*), or, if no Event of Default is continuing, which the Chargor has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 19.

20. CURRENCY CONVERSION

All monies received or held by the Security Agent or any Receiver under this Deed may be converted from their existing currency into the currency of account pursuant to the Senior Facility Agreement prior to the Senior Discharge Date and the Mezzanine Facility Agreement thereafter at the Relevant Agent's spot rate of exchange. The Chargor shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

21. CHANGES TO THE PARTIES

- (a) The Chargor may not assign any of its rights or obligations under this Deed.
- (b) The Security Agent may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

22. INDEMNITY

The Chargor shall promptly indemnify the Security Agent, each Secured Party, every Receiver and Delegate and the Security Agent's officers and employees against any cost, loss, or liability incurred by any of them as a result of or in connection with:

- (a) the taking, holding protection or enforcement of this Security
- (b) anything done or omitted in the exercise or purported exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each Receiver and Delegate by this Deed (or any other Finance Document in connection with the Security Assets) or by law;
- (c) the Security Assets or the use or holding of them by any person; or
- (d) any Event of Default or any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed.

23. MISCELLANEOUS

23.1 New accounts

- (a) If the Security Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for the Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Security Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Liabilities.

23.2 Tacking

- (a) Each Senior Finance Party and each Mezzanine Finance Party shall perform its obligations under the Senior Facility Agreement and the Mezzanine Facility Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

23.3 Protective clauses

- (a) The Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of the Chargor under, and the Security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by the Security Agent or any other Secured Party which would otherwise have reduced, released or prejudiced this Security or any surety liability of the Chargor (whether or not known to it or to the Security Agent or to any other Secured Party).
- (b) Clause 17 of the Senior Facility Agreement (*Guarantee and indemnity*) and clause 17 (*Guarantee and indemnity*) of the Mezzanine Facility Agreement apply in relation to this Deed as if references to the obligations referred to in such clauses respectively were references to the obligations of the Chargor under this Deed.

24. THIRD PARTY CLAUSES

24.1 Waiver of defences

The obligations of the Chargor under this Deed shall not be discharged, impaired or otherwise affected by an act, omission, matter or thing which, but for this clause 24.1, would reduce, release or prejudice any of its obligations, or the Security intended to be granted, under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person;
- (b) the release of any Transaction Obligor, any other surety or any other person under the terms of any composition or arrangement with any creditor of any Transaction Obligor or such other surety or other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Transaction Obligor, any other surety or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members, name or status or constitution of the Chargor, any Transaction Obligor, any Secured Party or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- (g) any insolvency, administration or similar proceedings.

24.2 Chargor intent

Without prejudice to the generality of clause 24.1 (*Waiver of defences*), the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: property acquisitions of any nature; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variations or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

24.3 Immediate recourse

The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim

payment from any person before exercising any right under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

24.4 Application

Until the Secured Liabilities have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may refrain from applying or enforcing any other monies, Security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same.

24.5 Deferral of Chargor's rights

Until the end of the Security Period and unless the Relevant Agent otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (a) to be indemnified by a Transaction Obligor;
- (b) to claim any contribution from any guarantor of any Transaction Obligor's obligations under the Finance Documents or any other person giving Security for the Secured Liabilities under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Transaction Obligor to make any payment, or perform any obligation, in respect of which the Chargor has given Security under this Deed;
- (e) to exercise any right of set-off against any Transaction Obligor; and/or
- (f) to claim or prove as a creditor of any Transaction Obligor in competition with any Secured Party.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Transaction Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with this Deed (subject to the terms of the Intercreditor Agreement).

25. NOTICES

25.1 Senior Facility Agreement

Until the Senior Discharge Date and subject to clause 25.3 (*Notices through Senior Borrower/Mezzanine Borrower*):

- (a) clause 31 of the Senior Facility Agreement (*Notices*) (other than clause 31.3(c) and 31.5 (*Electronic communication*)) is incorporated into this Deed as if fully set out in this Deed; and
- (b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Senior Facility Agreement or this Deed.

25.2 Mezzanine Facility Agreement

After the Senior Discharge Date and subject to clause 25.3 (*Notices through Senior Borrower/Mezzanine Borrower*):

- (a) clause 33 of the Mezzanine Facility Agreement (*Notices*) (other than clause 33.3(c) and 33.5 (*Electronic communication*)) is incorporated into this Deed as if fully set out in this Deed; and
- (b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Mezzanine Facility Agreement or this Deed.

25.3 Notices through Senior Borrower/Mezzanine Borrower

- (a) All communications and documents from the Subordinated Creditors shall be sent through the Senior Borrower (prior to the Senior Discharge Date) and thereafter through the Mezzanine Borrower and all communications and documents to the Subordinated Creditors may be sent through the Senior Borrower (prior to the Senior Discharge Date) and thereafter through the Mezzanine Borrower.
- (b) Any communication or document made or delivered to the Senior Borrower (prior to the Senior Discharge Date) and thereafter to the Mezzanine Borrower in accordance with this clause 25 will be deemed to have been made or delivered to each of the Subordinated Creditors.

26. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party, the Security Agent or a Relevant Agent specifying the amount of any Secured Liability due from the Chargor (including details of any relevant calculation thereof) is in the absence of manifest error conclusive evidence against the Chargor of the matters to which it relates.

27. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of

any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction, will in any way be affected or impaired.

28. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Security Agent (or any other Secured Party), any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

29. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Security Agent and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Security Agent so agrees in writing. A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

30. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

31. RELEASE

31.1 Release

Upon the expiry of the Security Period (but not otherwise), the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets (without recourse or warranty) from this Security.

31.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

32. GOVERNING LAW

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

IN WITNESS of which this Deed has been duly executed by the Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed.

SCHEDULE: DETAILS OF CHARGED SECURITIES

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Ability Hotels (Luton Inn) Limited	Ordinary	2	2
Ability Hotels (Cambridge) Limited	Ordinary	1	1

EXECUTION PAGES

THE CHARGOR

Executed as a deed, but not delivered until the first date specified on page 1 by **ABILITY HOTELS (LUTON) LIMITED** acting by

Director

Witness signature

Witness name:

Witness address:

Address: Top Floor Hampton by Hilton, 42-50 Kimpton Road, Luton, Beds LU2 ONB

THE SECURITY AGENT

Executed as a deed, but not delivered until the)
first date specified on page 1, by MOUNT)
STREET LOAN SOLUTIONS LLP by an)
authorised signatory in the presence of a witness:)

Signature

Name
(block capitals)

Authorised Signatory

Witness

Signature:

Witness Name:

(block (capitals)

Witness Address:

.....

.....

Address: Third Floor
New City Court
20 St Thomas Street
London SE1 9RS

Facsimile No: +44 (0) 20 3004 1472

Attention: Anna Jozsa