



Registration of a Charge

Company name: **SIGNATURE LIVING HOTEL LIMITED**

Company number: **08124207**



X8565QFS

Received for Electronic Filing: **10/05/2019**

Details of Charge

Date of creation: **26/04/2019**

Charge code: **0812 4207 0045**

Persons entitled: **MOUNT STREET MORTGAGE SERVICING LIMITED AS SECURITY TRUSTEE FOR THE FINANCE PARTIES**

Brief description:

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:

KAROLINA STEIN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8124207

Charge code: 0812 4207 0045

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2019 and created by SIGNATURE LIVING HOTEL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2019 .

Given at Companies House, Cardiff on 13th May 2019

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

26th April

2019

**SIGNATURE LIVING HOTEL LIMITED AND 30 JS
PROPERTY LIMITED**
as Chargors

- and -

MOUNT STREET MORTGAGE SERVICING LIMITED
as Security Agent

ASSIGNMENT

- of -

SUBORDINATED LOAN AGREEMENTS

Save for material redacted pursuant to s859G of the
Companies Act 2006, we hereby certify that this is a
true copy of the composite original seen by me

Signed: Hogan Lovells International LLP

Dated: 09-05-2019

Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG



Matter ref: 165118.000005
F3A/TOMLinsa/6206389

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

CONTENTS

CLAUSE	PAGE
2. COVENANT FOR PAYMENT	3
3. SECURITY	3
4. PERFECTION OF SECURITY	4
5. REPRESENTATIONS AND WARRANTIES	4
7. COVENANTS	5
8. RIGHTS OF ENFORCEMENT	6
9. APPLICATION OF RECEIPTS	7
10. NOTICES	8
11. DISCHARGE	9
12. ASSIGNMENT AND TRANSFER	9
13. SECURITY AGENT PROVISIONS	9
14. GENERAL PROVISIONS	9
15. COUNTERPARTS	13
16. LAW AND JURISDICTION	13
 SCHEDULES	
1. SUBORDINATED LOAN AGREEMENTS	14
2. SECURITY AGENT'S AND RECEIVER'S POWERS	15

DATED

26th April

EXECUTION VERSION

2019

PARTIES

- (1) **Signature Living Hotel Limited** (company number 08124207) whose registered office is at Kingsway House, Hatton Garden, Liverpool, Merseyside, England, L3 2AJ and **30 JS Property Limited** (company number 11710868) whose registered office is at Kingsway House, Hatton Garden, Liverpool, Merseyside, United Kingdom, L3 2AJ (the "**Chargors**"); and
- (2) **Mount Street Mortgage Servicing Limited** as security trustee for the Finance Parties (the "**Security Agent**").

BACKGROUND

- (A) The Finance Parties have agreed to arrange the advance or to continue to arrange the advance of monies or otherwise arrange credit or afford other financial facilities to the Borrower and/or others on the security created by this Deed.
- (B) Each Chargor has agreed to charge certain of its assets as security to the Security Agent as set out in this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Act**" means the Law of Property Act 1925;

"**Borrower**" means 30 James Street Limited (registered number: 09670656) whose registered office is at Kingsway House, Hatton Garden, Liverpool, Merseyside, England, L3 2AJ;

"**Charged Assets**" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them.

"**Deed of Subordination**" means the deed of subordination dated on or around the date of this Deed made between the Security Agent (1), the Obligors (2) and the Chargors (3).

"**Facility Agreement**" means a facility agreement dated on or around the date of this Deed and made between, amongst others, the Security Agent (1) and the Borrower (2) and any agreement entered into under or supplemental to it or amending, restating or novating it.

"**Group**" means the Shareholder and its Subsidiaries for the time being.

"**Obligors**" means 30 James Street Limited (company number 09670656) whose registered office is at Kingsway House, Hatton Garden, Liverpool, Merseyside, England, L3 2AJ and 30 JS Property Limited (company number 11710868) whose registered office is at Kingsway House, Hatton Garden, Liverpool, Merseyside, United Kingdom, L3 2AJ

"**Party**" means a party to this Deed.

"Receiver" means any one or more receiver or manager or receiver and manager appointed by the Security Agent under this Deed (whether sole, joint and/or several and including any substitute).

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of each Transaction Obligor to any Finance Party under each Finance Document, whether or not a Finance Party was an original party to the relevant transaction.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Shareholder" means Signature Living Hotel Limited (registered number: 08124207).

"Subordinated Debt" has the meaning given to it in the Deed of Subordination Agreement.

"Subordinated Loan Agreement" means each loan agreement details of which are specified in Schedule 1 (*Subordinated Loan Agreements*) and any other loan agreement between a Chargor and an Obligor.

"Transaction Obligor" has the meaning given to it in the Facility Agreement.

1.2 Construction

- (a) Headings and punctuation in this Deed are for convenience only and do not affect its construction or interpretation.
- (b) Unless the contrary intention appears, references in this Deed to:
 - (i) any party to this Deed shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) **"including"** and **"in particular"** shall not limit words and expressions in connection with which it is used;
 - (iii) **"in connection with"**, **"under"**, **"pursuant to"**, **"by virtue of"** and **"in relation to"** shall include each of the others;
 - (iv) a **"person"** includes (where the context allows) any person, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
 - (v) **"insolvency"** includes any of the following or any steps in relation to the following:
 - (1) any insolvency, bankruptcy, liquidation, reorganisation, administration, receivership or dissolution;
 - (2) any voluntary arrangement or assignment for the benefit of creditors; or
 - (3) any similar or analogous event in any jurisdiction whatsoever;

- (vi) an obligation of the Chargors to do something includes an obligation to procure that it is done and an obligation not to do something includes an obligation not to permit, suffer or allow it;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted and includes subordinate legislation; and
 - (viii) references to this Deed or any other agreement, deed or document are references to them in force for the time being as amended, varied, novated, supplemented or consolidated from time to time.
- (c) The construction provisions set out at clause 1.2 (*Construction*) and clause 1.3 (*Agent and Security Agent*) of the Facility Agreement shall apply equally to this Deed.
- (d) Unless the contrary intention is expressed, defined or interpreted all defined terms in the Facility Agreement shall have the same meaning here.
- (e) If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail.
- (f) This Deed is a Security Document.

2. COVENANT FOR PAYMENT

2.1 Covenant to pay

The Chargors covenant with the Security Agent that they will:

- (a) on demand, pay and discharge each and all of the Secured Liabilities when due; and
- (b) indemnify and keep each Finance Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenants or other obligations of the Chargors to that Finance Party.

2.2 Limited recourse

The Security Agent agrees that its rights of enforcement in respect of the liabilities against the Chargors shall be limited to the rights of enforcement or recovery against the Charged Assets.

3. SECURITY

3.1 General

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee.

3.2 Subordinated Debt

Each Chargor assigns absolutely subject to the provisions of Clause 1110.3(a) (*Discharge*) all of its rights and interests including all rights of enforcement of the same:

- (a) in respect of the Subordinated Debt; and
- (b) under each Subordinated Loan Agreement.

4. **PERFECTION OF SECURITY**

4.1 **Further assurance**

The Chargors shall execute and do at its own cost and in such form as is reasonably required by the Security Agent:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Security Agent may reasonably require to perfect or protect the security created or intended to be created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

5. **REPRESENTATIONS AND WARRANTIES**

Each Chargor makes the representations and warranties set out in this Clause 5 (*Representations and warranties*) to the Security Agent.

5.1 **Status**

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

5.2 **Binding obligations**

- 6. The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

6.1 **Non-conflict**

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

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

6.2 **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 it.
- (b) No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by this Deed.

6.3 Validity and admissibility in evidence

(a) All Authorisations required or desirable:

- (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
- (ii) to make this Deed admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect except any Authorisation referred to in paragraph (a) of clause 18.8 (*No filing or stamp taxes*) of the Facility Agreement, which Authorisations will be promptly obtained or effected after the applicable Utilisation Date.

- (b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of it have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

6.4 Solvency

No step has been taken for its insolvency.

6.5 Legal and beneficial ownership

The Chargor is the sole legal and beneficial owners of the Charged Assets free from any encumbrance or Security except as created by this Deed.

6.6 Subordinated Debt

- (a) No payment to it by any other party to a Subordinated Loan Agreement is subject to any right of set-off or similar right.
- (b) Subject to the Legal Reservations, each Subordinated Loan Agreement to which it is a party is its legally binding, valid, and enforceable obligation.
- (c) Neither it nor (so far as it is aware) any other party to a Subordinated Loan Agreement is in default of any of its material obligations under that Subordinated Loan Agreement.
- (d) There is no prohibition on assignment in respect of any of the Subordinated Debt or its rights under any Subordinated Loan Agreement.

6.7 Repetition of representations

The representations and warranties set out in this Clause 5 (*Representations and warranties*) are made by the Chargor on the date of this Deed and are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of any Utilisation Request, each Utilisation Date and the first day of each Interest Period.

7. COVENANTS

The Chargor gives the undertakings in this Clause 7 (*Covenants*) which remain in force from the date of this Deed until this Deed is discharged.

7.1 Information

It shall supply to the Security Agent (in sufficient copies for all the Finance Parties, if the Security Agent so requests) such information regarding the Charged Assets or its financial condition, business and operations as any Finance Party (through the Security Agent) may reasonably request.

7.2 Negative pledge

It shall not create or permit to subsist any Security over any of the Charged Assets save for the Security created pursuant to this Deed.

7.3 Disposals

It shall not sell, lease, transfer or otherwise dispose of any Charged Asset.

7.4 Subordinated Loan Agreements

- (a) It shall, subject to the terms of the Deed of Subordination, duly and promptly perform its obligations under each Subordinated Loan Agreement.
- (b) After the security created by this Deed has become enforceable, the Security Agent may exercise, without any further consent or authority on the part of the Chargors and irrespective of any direction given by the Chargors, each Chargor's rights under each Subordinated Loan Agreement.

8. RIGHTS OF ENFORCEMENT

8.1 Enforcement

- (a) The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.
- (b) The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable upon an Event of Default that is continuing or, at the Security Agent's discretion, at the request of the Chargors.
- (c) Clause 8.1(b) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (d) The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.
- (e) In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and that the Secured Liabilities are outstanding and have become due.

8.2 Security Agent's and Receiver's powers and rights

- (a) The Security Agent shall have the power to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee.

(b) The Security Agent (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to:

- (i) exercise all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Security Agent and/or any Receiver is an administrative receiver); and
- (ii) the power and rights specified in Schedule 2 (*Security Agents and Receiver's powers*),

and may exercise them in the name of any Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

8.3 Receiver as agent

So far as the law allows, a Receiver shall be the agent of each Chargor, who shall be solely liable for his acts, defaults and remuneration, but the Security Agent shall be entitled to agree the fees and expenses of and the mode of payment to the Receiver.

8.4 Further powers

If a Chargor defaults in the observance and performance of any obligation to the Security Agent, the Security Agent or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

8.5 Power of attorney

Each Chargor by way of security irrevocably appoints the Security Agent and every Receiver severally its attorney in its name and on its behalf to execute any documents and do or perfect anything which the Security Agent and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or value of any of the Charged Assets and/or for the purpose of enforcing the performance of the relevant Chargor's obligations in connection with this Deed.

9. APPLICATION OF RECEIPTS

9.1 Priority of payment

Subject to sums secured by any Security having priority to the Security created by this Deed, all monies received by the Security Agent and/or any Receiver in the enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- (a) **firstly**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Chargors or otherwise);
- (b) **secondly**, (insofar as not contemplated by Clause 9.1(a)) of all fees, costs, charges, taxes, liabilities and expenses and other sums of the Security Agent (in its capacity as trustee) in relation to the Finance Documents; and
- (c) **thirdly**, to the Agent for distribution in accordance with the Facility Agreement.

9.2 Crediting to suspense account

The Security Agent or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Security Agent or that Receiver thinks fit.

10. NOTICES

10.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and unless otherwise stated, may be made by email or letter.

10.2 Addresses

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of a person which is a Party on the date of this Deed, that identified with its name below; or
- (b) in the case where a person becomes a Party after the date of this Deed, that notified in writing to the Security Agent on or prior to the date on which that person becomes a Party; or

any substitute address, email address or department or officer as the Party may notify the Security Agent (or the Security Agent may notify the Chargors if the change is made by the Security Agent by not less than five Business Days' notice.

10.3 Delivery

- (a) Any communication or document made or delivered by one person to another person in connection with this Deed will only be effective:
 - (i) if by way of email, when actually received (or made available) in readable form and in the case of any electronic communication made by a Party to the Agent or the Security Agent only if it is addressed in such a manner as the Agent or the Security Agent shall specify for this purpose;
 - (ii) if by way of letter, when it has been left at the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 10.2 (*Addresses*), if addressed to that department or officer.

- (b) Any electronic communication which becomes effective, in accordance with paragraph (a)(i) above, after 5.00 pm in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.
- (c) Any notice or communication to be made or delivered to the Security Agent shall be effective when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the

Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

11. DISCHARGE

11.1 If the Security Agent is satisfied that the Secured Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and cost of the Chargors, discharge this Deed.

11.2 No discharge will be of any effect if any security or payment given or made in respect of the Secured Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

12. ASSIGNMENT AND TRANSFER

12.1 Assignment by the Chargors

No Chargor may assign, transfer or otherwise part with its rights or obligations under this Deed.

12.2 Assignment by the Finance Parties

The Finance Parties may each at any time transfer, assign or novate all or any part of their respective rights, benefits or obligations under this Deed in accordance with the provisions of the Facility Agreement.

13. SECURITY AGENT PROVISIONS

(a) The Security Agent executes this Deed in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, it shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.

(b) The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.

(c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the relevant Finance Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Finance Party or Finance Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

14. GENERAL PROVISIONS

14.1 Trust provisions

The undertakings and representations made by the Chargors under this Deed are made in favour of the Security Agent.

14.2 Enforcement

It shall not be necessary for the Security Agent before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against the Chargors or any other person. This Clause 14.2 (*Enforcement*) applies irrespective of any law or any provision of a Finance Document to the contrary.

14.3 Exercise of powers and liability

- (a) This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other Security at any time held by the Security Agent.
- (b) The Security Agent may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security against the Charged Assets and may settle and pass the accounts of the prior chargee (which shall be binding on the Chargors). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargors to the Security Agent on demand.
- (c) None of the provisions of this Deed shall be deemed to impose on the Finance Parties or imply on their part any obligation or other liability in relation to the Charged Assets.

14.4 Tacking

The Finance Parties must perform its obligations under the Facility Agreement (including any obligation to make further advances).

14.5 New accounts

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security or disposed of:

- (a) a Finance Party may close the then subsisting account and open a new account with the Chargors, and (unless the relevant Finance Party gives the Chargors written notice otherwise) shall be deemed to have done so;
- (b) all payments made to the relevant Finance Party after that date will be credited (or be treated as having been credited) to the new account; and
- (c) no money credited or treated as credited to the new account shall reduce the Secured Liabilities.

14.6 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

14.7 Rights of third parties

- (a) Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

- (b) The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

14.8 Partial invalidity

The illegality, invalidity or unenforceability for whatever reason of any provision of this Deed in any jurisdiction, shall not affect the legality, validity or enforceability of that provision in any other jurisdiction or legality, validity or enforceability of the remaining provisions in any jurisdiction.

14.9 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance 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 in this Deed are cumulative and not exclusive of any right or remedies provided by law.

14.10 Chargors' obligations

Neither the Security created under this Deed nor the obligations of the Chargors under this Deed will be affected by any act, omission, matter or thing which, but for this Clause 14.10 (*Chargors' obligations*), would reduce, release or prejudice that Security or any of its obligations under this Deed (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, an Obligor or other person;
- (b) the release of an Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (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 an Obligor or 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 or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and whether or not more onerous), or replacement, assignment, avoidance of termination of any Finance Document or any other document or Security including any change in the purpose of, any extension of or any 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 or similar proceedings.

14.11 Chargor intent

Without prejudice to the generality of Clause 14.10 (*Chargors' obligations*), each Chargor expressly confirms that it intends that the Security created by this Deed 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:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and/or
- (i) any fees, costs and/or expenses associated with any of the foregoing.

14.12 Appropriations

Until the Secured Liabilities have been irrevocably paid in full, each Finance Party (or trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing the other monies, security or rights held or received by that Finance 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 no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from the Chargors or on account of the Chargors' liability under this Deed.

14.13 Deferral of Chargors' rights

- (a) Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor may exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:
 - (i) to be indemnified by the Obligors;
 - (ii) to claim any contribution from any other guarantor of the Obligors' obligations under the Finance Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance

Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

- (iv) to bring legal or other proceedings for an order requiring the Obligors to make any payment, or perform any obligation, in respect of which the Chargors have given a guarantee, undertaking or indemnity under this Deed;
 - (v) to exercise any right of set-off against any Obligor; and/or
 - (vi) to claim or prove as a creditor of an Obligor in competition with any Finance Party.
- (b) If a Chargor receives any benefit, payment or distribution in relation to any rights referred to in Clause 14.13(a) it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance 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 Clause 9 (*Application of receipts*).

15. COUNTERPARTS

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

16. LAW AND JURISDICTION

16.1 Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by English law.

This Deed has been executed as a Deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1
Subordinated Loan Agreements

Dated 26 April 2019

Loan Facility Agreement
Between

- (1) Signature Living Hotel Limited as lender
- and
- (2) 30 JS Property Limited as borrower

CONTENTS

CLAUSE		PAGE
1	DEFINITIONS AND INTERPRETATION.....	1
2	FACILITY	2
3	DRAWING	2
4	REPAYMENT	2
5	INTEREST	2
6	PAYMENTS	2
7	REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS.....	3
8	SEVERANCE.....	3
9	ASSIGNMENT	3
10	NOTICES	3
11	COUNTERPARTS	4
12	THIRD PARTY RIGHTS	4
13	GOVERNING LAW AND JURISDICTION	4

THIS AGREEMENT is dated

26 April

2019

BETWEEN:

- (1) **SIGNATURE LIVING HOTEL LIMITED** incorporated and registered in England and Wales with company number 08124207 whose registered office is at Kingsway House, Hatton Garden, Liverpool, Merseyside L1 6JD (**Lender**); and
- (2) **30 JS PROPERTY LIMITED** incorporated and registered in England and Wales with company number 11710868 whose registered office is at Kingsway House, Hatton Garden, Liverpool, Merseyside L1 6JD (**Borrower**).

BACKGROUND

At the request of the Borrower, the Lender has agreed to make available to the Borrower an unsecured loan facility subject to the terms and conditions of this agreement.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in England when

DRC Facility means the facility agreement dated or to be dated on or around the date of this agreement between, inter alia, (1) Mount Street Mortgage Servicing Limited as agent, and security agent and DRC UK Whole Loan S.À R.L. as original lender and (2) the Borrower as borrower as the same may be amended and restated at any time and from time to time;

Loan means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

1.2 Interpretation

In this agreement:

- 1.2.1 Clause and paragraph headings shall not affect the interpretation of this deed;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.5 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

- 1.2.6 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.7 a reference to **writing** or **written** includes fax but not email;
- 1.2.8 a reference to **this agreement** (or any provision of it) or to any other agreement or document referred to in this agreement is a reference to this agreement, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this agreement) from time to time;
- 1.2.9 unless the context otherwise requires, a reference to a clause is to a clause of this agreement.

2 **FACILITY**

- 2.1 The Lender agrees to make available to the Borrower an uncommitted on demand loan facility in the maximum amount of two million four hundred thousand pounds sterling (£2,400,000) (the **Facility**) on the terms, and subject to the conditions, of this agreement.
- 2.2 The Lender shall not be obliged to make any funds available to the Borrower pursuant to the Facility unless the Lender, acting in its sole discretion, agrees to make such funds available in the amounts and at the times requested by the Borrower pursuant to the terms of this agreement.

3 **DRAWING**

The Borrower may request a Loan by written request to the Lender. The Borrower shall give the Lender at least one Business Day's prior notice of the date on which the Borrower wants to draw the Loan.

4 **REPAYMENT**

Each Loan, together with accrued interest (if any) and all other amounts accrued or outstanding under this agreement, shall be repayable by the Borrower in full on demand by the Lender.

5 **INTEREST**

- 5.1 Interest shall be payable on each Loan at such rate as shall be agreed between the Lender and the Borrower from time to time. In the absence of any such agreement no interest shall be payable.
- 5.2 If applicable, interest shall accrue daily and shall be payable monthly, in arrear, on the last business day of each month.

6 **PAYMENTS**

All payments made by the Borrower to the Lender under this agreement shall be:

- 6.1.1 paid on the due date for that payment in sterling and in immediately available cleared funds to such account as the Lender may notify the Borrower; and
- 6.1.2 made in full, without set-off, counterclaim or condition and free and clear of and without any deduction or withholding for, or on account of, tax. If any tax must be deducted or withheld from any payment under this agreement, the Borrower shall pay to the Lender such additional amount as may be necessary to ensure that the Lender receives a net amount equal to the full amount it would have received had the payment not been made subject to that deduction or withholding.

7 REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

- 7.1 No amendment of this agreement shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 7.2 A waiver of any right or remedy under this agreement or by law, or any consent given under this agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 7.3 A failure or a delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this agreement. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this agreement by the Lender shall be effective unless it is in writing.
- 7.4 The rights and remedies provided under this agreement are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.

8 SEVERANCE

If any provision (or part of a provision) of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this agreement.

9 ASSIGNMENT

With the exception of any assignment by way of security made in accordance with the DRC Facility, neither party may assign any of its rights or transfer any of its rights or obligations under this agreement without the prior written consent of the other.

10 NOTICES

- 10.1 Any notice or other communication given to a party under or in connection with, this agreement shall be:
- 10.1.1 in writing;
 - 10.1.2 delivered by hand by pre-paid first-class post or other next working day delivery service or sent by fax; and
 - 10.1.3 sent to the registered address of the party, or to any other address or fax number as is notified in writing by one party to the other from time to time.
- 10.2 Any notice or other communication given by either party shall be deemed to have been received:
- 10.2.1 if delivered by hand, at the time it is left at the relevant address;
 - 10.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second working day after posting; and
 - 10.2.3 if sent by fax, when received in legible form.

A notice or other communication given as described in clause 10.2.1 or clause 10.2.3 on a day that is not a working day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next working day.

11 COUNTERPARTS

11.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute one agreement.

11.2 No counterpart shall be effective until each party has executed at least one counterpart.

12 THIRD PARTY RIGHTS

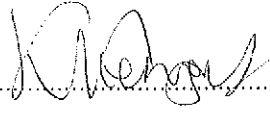
Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

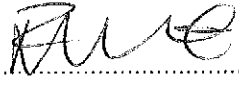
13 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

EXECUTED AS A DEED by SIGNATURE
LIVING HOTEL LIMITED acting by a
director in the presence of:

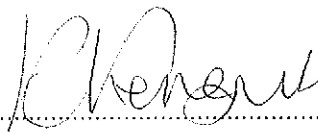

.....
Director signature

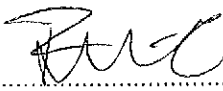

.....
Witness signature

ELIZABETH FINNIE
.....
Witness name (block capitals)

No. 1 St Paul's Square
Liverpool
L3 9ST
.....
Witness address

EXECUTED AS A DEED by 30 JS
PROPERTY LIMITED acting by a director in
the presence of:


.....
Director


.....
Witness signature

ELIZABETH FINNIE
.....
Witness name (block capitals)

No. 1 St Paul's Square
Liverpool
L3 9ST
.....
Witness address

SCHEDULE 2

Security Agent's and Receiver's powers

1. CONDUCT OF BUSINESS

(a) **Compromise claims**

To compromise any claim relating to the Charged Assets.

(b) **Borrowing and advancing**

To borrow, raise or advance money whether or not in priority to the Secured Liabilities and with or without security.

(c) **Employees**

To employ solicitors, stockbrokers and others.

2. DEALING WITH THE CHARGORS' ASSETS

(a) **Possession**

To take possession of, get in, use and/or collect any Charged Asset.

(b) **Payments**

To pay any outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership or use.

(c) **Receipts**

To give receipts and releases for any sums received.

(d) **Assumption of rights**

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on a Chargor under any Charged Asset.

(e) **Insurance**

To effect insurances on such terms as it thinks fit.

3. DISPOSALS

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

(a) for immediate or deferred consideration;

(b) in return for a single payment or instalments; and

(c) for consideration wholly or partly in cash, property or securities in whatever form,

and in all cases the terms of which shall bind any subsequent mortgagee.

4. **GENERAL**

(a) **General powers**

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the Security created by this Deed or the realisation of any of the Charged Assets, including:

- (i) executing, delivering and completing all or any deeds or other documents;
- (ii) using the name of a Chargor in connection with any of the purposes in this Schedule 2 (*Security Agent's and Receiver's powers*);
- (iii) commencing, carrying out and completing any acts, matters or proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- (iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

(b) **General**

All its powers and discretions under this Deed shall be:

- (i) exercisable on such terms and conditions and otherwise as it may think fit; and
- (ii) as if it were the absolute and beneficial owner.

EXECUTION PAGE

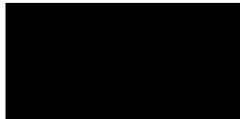
Chargors

EXECUTED AND DELIVERED AS A DEED by)
Signature Living Hotel Limited)
acting by *Katie Kenwright*)



Director

In the presence of:



Witness Signature:

Witness Name: *ELIZABETH FINNE*

Witness Address:



Notices:

Address for notices: Kingsway House, Hatton Garden, Liverpool, Merseyside, England L3 2AJ

Email: david.marsh@signatureliving.co.uk

Att: David Marsh

EXECUTED AND DELIVERED AS A DEED by)
30 JS Property Limited)
acting by *Katie Kenwright*)



Director



In the presence of:

Witness Signature:

Witness Name: *ELIZABETH FINNIC*

Witness Address:



Notices:

Address for notices: Kingsway House, Hatton Garden, Liverpool, Merseyside, England L3 2AJ

Email: david.marsh@signatureliving.co.uk

Att: David Marsh

Security Agent

EXECUTED AND DELIVERED AS A DEED

by SCIENTIFY MOZLEY

duly authorized officer
a director for and on behalf of Mount Street
Mortgage Servicing Limited in the presence of:

Witness Signature:

Witness Name:

AMY HART

Witness Address:

Notices:

Address for notices: Woolgate Exchange, 25 Basinghall Street, London EC2V 5HA

Email: francis.raji@mountstreet.com

Attention: Francis Raji