



Registration of a Charge

Company name: **IHL TENANT HOLDCO LIMITED**

Company number: **11100947**



X7186PND

Received for Electronic Filing: **07/03/2018**

Details of Charge

Date of creation: **28/02/2018**

Charge code: **1110 0947 0002**

Persons entitled: **SANTANDER UK PLC**

Brief description: **N/A**

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: **NEIL MCGIBBON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11100947

Charge code: 1110 0947 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2018 and created by IHL TENANT HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th March 2018 .

Given at Companies House, Cardiff on 9th March 2018

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 28 February 2018

IHL Tenant Holdco Limited
as Chargor

Santander UK plc
as Security Trustee

SHARE CHARGE

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This Deed is made on 28 February 2018

Between

- (1) **IHL Tenant Holdco Limited** a limited liability company registered in England and Wales with number 11100947 whose registered office is 10th Floor, The Mille, 1000 Great West Road, Brentford, United Kingdom, TW8 9DW (**Chargor**); and
- (2) **Santander UK plc** as security trustee for the Finance Parties (**Security Trustee**, which term shall include any person appointed as security trustee or as an additional trustee in accordance with the terms of the Facility Agreement).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Additional Securities means any shares of any class in, or warrants or other securities of any kind issued by, a Company in which the Chargor acquires any interest (whether legal and/or beneficial) at any time after executing this Deed

Applicable Jurisdiction means, in relation to the Chargor:

- (a) its jurisdiction of incorporation or establishment;
- (b) any jurisdiction where any asset subject to or intended to be subject to the security interests to be created by it under the Finance Documents is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of any of the Finance Documents entered into by it.

Borrowers has the meaning given to that term in the Facility Agreement

Companies means Southampton OpCo Limited (registered in England and Wales with number 10008256), Redditch OpCo Limited (registered in England and Wales with number 10008296) and The Gateway Hotel Dunstable Limited (registered in England and Wales with number 07291534)

Default Rate means the rate at which default interest is payable in accordance with the Facility Agreement

Facility Agreement means the facility agreement dated 31 July 2015 as amended on 28 August 2015 and 30 March 2017 and as amended and restated on 5 April 2016 and on or about the date of this Deed and made between the Borrowers, The Gateway Hotel Dunstable Limited and Santander UK plc as Arranger and as Original Lender, Original Hedge Counterparty, Agent and Security Trustee under which the Lenders agreed to make available to the Borrowers term loan facilities,

Party means a party to this Deed

Receiver means any receiver, manager or administrative receiver appointed by the Security Trustee in respect of the Chargor or any of the Secured Assets

Related Rights means in respect of any Share:

- (a) all monies paid or payable in respect of that Share (whether as income, capital or otherwise)
- (a) all shares, investments or other assets derived from that Share
- (b) all rights derived from or incidental to that Share

Secured Assets means all of the assets and undertaking of the Chargor the subject of any Security created by or under this Deed in favour of the Security Trustee

Secured Obligations means all monies and liabilities now or after the date of this Deed due owing or incurred by any Obligor to the Finance Parties (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party, except for any obligation which, if it were included here, would result in a contravention of a prohibition against providing financial assistance in any jurisdiction

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Finance Parties (or any of them) have been cancelled

Shares means all shares present and future held by the Chargor in the Companies (including those listed in the schedule 1)

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Facility Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) In this Deed the term **dispose** includes any sale, lease, licence, transfer, loan or other disposal.
- (c) Clause 1.2 (Interpretation) of the Facility Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this Deed.
- (d) A reference to any statutory provision includes any equivalent or analogous statutory provision under the laws of any other Applicable Jurisdiction.

1.3 Third Party Rights

- (a) Unless expressly provided to the contrary in any Finance Document, 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 or any other Finance Document issued or entered into under or in connection with it but this does not affect any right

or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

- (b) Unless expressly provided to the contrary in any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

2 Charging provisions

2.1 General

All Security created by the Chargor under clause 2.2 is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Security Trustee as security trustee for the Finance Parties.

2.2 Fixed charge

The Chargor charges by first fixed charge the Shares together with all Related Rights.

3 Continuing security

- 3.1 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.

3.2 Recourse

The Security constituted by this Deed:

- (a) is in addition to any other Security which any Finance Party may hold at any time for the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of any Finance Party.

4 Negative pledge

- 4.1 The Chargor shall not create or permit to subsist any Security over any of the Secured Assets.
- 4.2 Clause 4.1 does not apply to any Security or arrangement which is Permitted Security.

5 Restrictions on disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets.

6 Further assurance

6.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Trustee or the Finance Parties provided by or pursuant to this Deed or by law; and/or
- (b) on or following an Event of Default, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.

6.2 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 Trustee or the Finance Parties by or pursuant to this Deed.

6.3 Any document required to be executed by the Chargor under this clause 6 will be prepared at the cost of the Chargor.

7 Representations

The Chargor makes the representations set out in this clause 7 to the Lender.

7.1 Status

- (a) It is a limited liability corporation, duly incorporated, validly existing and in good standing under the laws of England and Wales.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

7.2 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; and
- (b) (without limiting the generality of clause 7.2(a)) this Deed creates the Security which this Deed purports to create and the Security is valid and effective.

7.3 Non-conflict with other obligations

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

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

7.4 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.
- (b) No limit on its powers will be exceeded as a result of the grant of the Security contemplated by this Deed.

7.5 Validity and admissibility in evidence

All Authorisations required:

- (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 Applicable Jurisdiction,
- have been obtained or effected and are in full force and effect.

7.6 Acting as principal

It is acting in all matters relating to this Deed as principal for its own account and not as agent or trustee or in any other capacity whatsoever on behalf of any third party.

7.7 Governing law and enforcement

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

7.8 No filing or stamp taxes

Under the laws of its jurisdiction of incorporation, it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed except registration of a statement of particulars and a certified copy of this Deed at Companies House under the Companies Act 2006 and payment of associated fees, which registrations and filings will be made and paid promptly after the date of this Deed.

7.9 Good title to assets

It has a good, valid and marketable title to the Secured Assets, in each case, free from Security (other than that created by or pursuant to this Deed).

7.10 Legal and beneficial ownership

- (a) The Chargor is the sole legal and beneficial owner of the assets over which it purports to grant Security.
- (b) Each Secured Asset is legally and beneficially owned by the Chargor free from any claims, third party rights or competing interests other than Security created under the Security Documents.

- (c) No breach of any law or regulation is outstanding which adversely affects or might adversely affect the value of any Secured Asset.

7.11 Shares

- (a) The Shares constitute all of the issued share capital of each Company and are fully paid.
- (b) No Secured Asset is subject to any option to purchase or similar rights.
- (c) As at the date of this Deed, none of the Shares is in an uncertificated form.
- (d) The constitutional documents of each Company do not restrict or inhibit any transfer of the Secured Assets on creation or enforcement of this Security.

7.12 No adverse consequences

- (a) It is not necessary under the laws of its jurisdiction of incorporation:
 - (i) in order to enable the Security Trustee to enforce its rights under this Deed; or
 - (ii) by reason of the execution of any Finance Document or the performance by it of its obligations under this Deed,that the Security Trustee should be licensed, qualified or otherwise entitled to carry on business in the jurisdiction of incorporation of the Chargor.
- (b) The Security Trustee is not and will not be deemed to be resident, domiciled or carrying on business in the Chargor's jurisdiction of incorporation by reason only of the execution, performance and/or enforcement of this Deed.

7.13 Repetition

The representations and warranties in this clause 7 are deemed to be made by the Chargor by reference to the facts and circumstances then existing on:

- (a) the date of this Deed; and
- (b) the first day of each Interest Period.

8 Undertakings

The Chargor undertakes to the Security Trustee in accordance with this clause 8. The undertakings in this clause 7.13 shall remain in force during the Security Period.

8.1 Shares

On the date of this Deed, the Chargor shall deliver to the Security Trustee:

- (a) all certificates of title and other documents of title or evidence of ownership in respect of its Shares and the Related Rights; and
- (b) such transfer documents (with the transferee left blank) or any other documents as the Security Trustee may require in respect of its Shares and Related Rights.

8.2 Additional Securities

As soon as reasonably practicable following the date of acquisition by the Chargor of any Additional Securities, the Chargor shall deliver to the Security Trustee:

- (a) all certificates of title and other documents of title or evidence of ownership in respect of such Additional Securities and the Related Rights; and
- (b) such transfer documents (with the transferee left blank) or any other documents as the Security Trustee may require in respect of such Additional Securities and Related Rights.

8.3 Following an Event of Default

- (a) If an Event of Default is continuing, it shall on request by the Security Trustee:
 - (i) deliver to the Security Trustee such stock transfer forms or other transfer documents as the Security Trustee may require to enable the Security Trustee or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Shares and/or Related Rights referred to in such request;
 - (ii) provide to the Security Trustee certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Security Trustee may reasonably require;
 - (iii) procure that each such transfer is promptly registered by the relevant Company or other entity;
 - (iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Shares and/or Related Rights, are delivered to the Security Trustee (or as it shall direct) in each case showing the registered holder as the Security Trustee or its nominee or nominees (as applicable); and
 - (v) exercise all voting rights in respect of the Shares and Related Rights only in accordance with the instructions of the Security Trustee.
- (b) If it receives any dividends, distributions or other monies in respect of any Shares or Related Right at any time when the Security Trustee has made a request under clause 8.3(a) or any steps have been taken to enforce the Security created by or under this Deed, it shall immediately pay such sums received directly to the Security Trustee for application in accordance with clause 30.11 (Application) of the Facility Agreement and shall hold all such sums on trust for the Security Trustee pending payment of them to such account as the Security Trustee shall direct.
- (c) At any time while an Event of Default is continuing, the Security Trustee may complete the transfer documents delivered to it under clause 8.1 or 8.2 or take any other necessary steps to vest the Shares and Related Rights in itself or such other person or nominee as it shall select.

8.4 Retention of documents

The Security Trustee may retain any document delivered to it pursuant to clause 8.1 or otherwise until the Security created by this Deed is released and if, for any reason it ceases to

hold any such document before such time, it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor shall immediately comply (or procure compliance) with such notice.

9 Power to remedy

If the Chargor fails to comply with any of the undertakings set out in clause 7.13 (Undertakings) it shall allow and irrevocably authorises the Security Trustee and/or such persons as it shall nominate, to take such action on behalf of the Chargor as shall be necessary to ensure that it complies with those undertakings.

10 Security power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed and which it has not taken. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 10.

11 Enforcement of security

11.1 When security is enforceable

On the occurrence of any Event of Default which is continuing, any Security created by and under this Deed is immediately enforceable.

11.2 Acts of enforcement

The Security Trustee may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint one or more persons to be a Receiver to all or any part of the Secured Assets;
- (d) exercise its power of sale under section 101 Law of Property Act 1925 (as amended by this Deed);
- (e) sell all or any of the Secured Assets in any manner permitted by law and on such terms as the Security Trustee shall in its absolute discretion determine; and/or
- (f) apply all dividends and other monies received in respect of the Secured Assets as though they were proceeds of sale.

11.3 Right of Appropriation - Syndicated

To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the

Financial Collateral Arrangements (No 2) Regulations 2003 (**Regulations**), the Security Trustee shall have the right on giving prior notice to the Chargor, at any time after the Security becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Secured Assets shall be determined by the Security Trustee by reference to any available publicly available market price in the absence of which by such other means as the Security Trustee (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, the Chargor agrees that any such determination by the Security Trustee will constitute a valuation "in a commercially reasonable manner".

11.4 Statutory Powers - General

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale) and section 93 of the Law of Property Act 1925 (Restriction on consolidation of mortgages) do not apply to the Security constituted by or under this Deed.
- (c) Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers when such Receivers have been duly appointed under the relevant Act.

11.5 Contingencies

If the Security Trustee enforces the Security constituted by or under this Deed at a time when no amounts are due to the Security Trustee under the Finance Documents but at a time when amounts may or will become so due, the Security Trustee (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

11.6 Mortgagee in possession - no liability

Neither the Security Trustee nor any Receiver will be liable, by reason of entering into possession of a Secured 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 otherwise be liable, save to the extent directly caused by the Security Trustee's or any Receiver's gross negligence or wilful misconduct.

11.7 Redemption of prior mortgages

At any time after the Security created by or under this Deed has become enforceable, the Security Trustee may, at the sole cost of the Chargor (payable to the Security Trustee on demand):

- (a) redeem any prior form of Security over any Secured Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor.

12 Receiver

12.1 Appointment of Receiver

- (a)
 - (i) At any time after any Security created by or under this Deed is enforceable, the Security Trustee may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 11.2(c).
 - (ii) At any time if so requested in writing by the Chargor, without further notice, the Security Trustee may appoint one or more persons to be a Receiver of all or any part of the Secured Assets as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.
- (b) Any Receiver appointed under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Security Trustee be in any way responsible for any misconduct, negligence or default of the Receiver.
- (c) Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986 (a) obtaining a moratorium, or (b) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not be grounds for appointment of a Receiver.

12.2 Removal

The Security Trustee may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

12.3 Powers of Receiver

- (a) **General**
 - (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 12.3.
 - (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
 - (iii) A Receiver may, (in the name of the Chargor):
 - (A) do all other acts and things which he may consider expedient for realising any Secured Asset; and
 - (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.
- (b) **Borrow money**

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

(c) **Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor relating in any way to any Secured Asset.

(d) **Delegation**

A Receiver may delegate his powers in accordance with clause 13 (Delegation).

(e) **Employees**

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the Chargor or for itself as Receiver, may:

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the Chargor.

(f) **Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Chargor in relation to any Secured Asset as he considers expedient.

(g) **Receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset.

(h) **Sale of assets**

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit.

(i) **Deal with Secured Assets**

A Receiver may, without restriction vary the terms of or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration, and the Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase or otherwise

acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(j) **Security**

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(k) **Incidental Matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the Chargor for all the purposes set out in this clause 12.

12.4 Remuneration

The Security Trustee may from time to time fix the remuneration of any Receiver appointed by it.

13 Delegation

13.1 The Security Trustee and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Trustee and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee and Receiver (as appropriate) may think fit.

13.2 The Security Trustee and any Receiver will not be liable or responsible to the Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

14 Application of monies

14.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

14.2 All monies received by the Security Trustee or any Receiver under this Deed shall be applied in accordance with the terms of clause 30.11 (Application) of the Facility Agreement.

14.3 The Security Trustee and any Receiver may place any money received, recovered or realised pursuant to this Deed in or at an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

15 Remedies and waivers

15.1 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, 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 rights or remedies provided by law.

15.2 A waiver given or consent granted by the Security Trustee 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.

16 Protection of third parties

16.1 No person (including a purchaser) dealing with the Security Trustee or a Receiver or its or his agents has an obligation to enquire of the Security Trustee, Receiver or others:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power purported to be exercised has become exercisable;
- (c) whether any Secured Obligations or other monies remain outstanding;
- (d) how any monies paid to the Security Trustee or to the Receiver shall be applied; or
- (e) the status, propriety or validity of the acts of the Receiver or Security Trustee.

16.2 The receipt by the Security Trustee or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Trustee or any Receiver.

16.3 In clauses 16.1 and 16.2 **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

17 Additional security

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by any Finance Party.

18 Settlements conditional

18.1 If the Security Trustee (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

18.2 Any settlement, discharge or release between the Chargor and any Finance Party shall be conditional upon no Security or payment to or for that Finance Party by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

19 Subsequent security

If the Security Trustee or any Finance Party receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Security

Trustee, all payments made by the Chargor to the Security Trustee or to any other Finance Party shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

20 Set-off

A Finance Party may, set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

21 Limited Recourse

- (a) Notwithstanding any provision to the contrary in this Deed, the maximum amount which may be recovered from the Chargor in respect of the Secured Obligations at any time, will be limited to the aggregate amount of:
 - (i) the whole of the Secured Assets;
 - (ii) all proceeds generated under or on the enforcement of all Security created or evidenced under this Deed as security for any of the Secured Obligations against the Chargor or over any Secured Assets;
 - (iii) the proceeds of any disposal from time to time by an administrator of all or any part of the Secured Assets; and
 - (iv) (to the extent not forming part of those disposal proceeds) any amount determined in accordance with paragraph 71(3) of Schedule B1 to the Insolvency Act 1986 arising from any such disposal.
- (b) If the aggregate amount specified in clause 21(a) above is insufficient to pay or discharge the Secured Obligations in full for any reason, the Chargor shall not have any liability to pay or otherwise make good any such insufficiency.
- (c) Any amount of the Secured Obligations not payable or paid when due by the Chargor in accordance with this clause 21 will nevertheless continue to be regarded as being:
 - (i) due and payable for the purposes of the Finance Documents; and
 - (ii) outstanding for the purposes of making demand under, or for the enforcement of, any Security, guarantee, indemnity or other assurance against financial loss, in each case created or evidenced under the Finance Documents (other than this Deed) as security for or in support of, any of the Secured Obligations.

22 Notices

Any communication under this Deed or any other Security or Finance Document created by or under this Deed, shall be made and given in accordance with the terms of clause 35 (Notices) of the Facility Agreement.

23 Invalidity

Clause 37 (Partial Invalidity) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it.

24 Assignment

Each Finance Party may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents.

25 Releases

Upon the expiry of the Security Period, the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor:

- (a) its rights arising under this Deed;
- (b) the Secured Assets from the Security created by and under this Deed,

and return all documents or deeds of title delivered to it under this Deed.

26 Currency clauses

26.1 Clause 33.9 (Change of currency) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it and references to the Obligors shall be construed as references to the Chargor.

26.2 If a payment is made to the Security Trustee under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Security Trustee may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

27 Certificates and determinations

Clause 36.2 (Certificates and determinations) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it.

28 Counterparts

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

29 Governing law

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

30 Enforcement

30.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 30 is for the benefit of the Security Trustee. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

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

Schedule 1



The Shares

Name of entity in which shares are held	Number and class of shares
Southampton OpCo Limited	1 Ordinary share
Redditch OpCo Limited	1 Ordinary share
The Gateway Hotel Dunstable Limited	1 Ordinary share

SIGNATORIES TO THE DEED

The Chargor

Executed and delivered as a deed by
IHL Tenant Holdco Limited
acting by two directors or by a director and its
secretary


Director

Director/Secretary

The Security Trustee

Executed and delivered as a deed by
Santander UK plc
acting by two authorised signatories

)
Authorised signatory
)
)
) Authorised signatory

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