



Registration of a Charge

Company name: **ATLAS HOTELS (CAMBRIDGE) LIMITED**

Company number: **SC237325**



X6JKXM61

Received for Electronic Filing: **20/11/2017**

Details of Charge

Date of creation: **03/11/2017**

Charge code: **SC23 7325 0009**

Persons entitled: **CBRE LOAN SERVICES LIMITED AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 237325

Charge code: SC23 7325 0009

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd November 2017 and created by ATLAS HOTELS (CAMBRIDGE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2017 .

Given at Companies House, Edinburgh on 21st November 2017

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**



SHEPHERD+ WEDDERBURN

SCOTTISH FLOATING CHARGE

between

ATLAS HOTELS (CAMBRIDGE) LIMITED

as Chargor

and

CBRE LOAN SERVICES LIMITED

as Common Security Agent

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FLOATING CHARGE between

- (1) **ATLAS HOTELS (CAMBRIDGE) LIMITED**, a company incorporated in Scotland with registered number SC237325 and having its registered office at Brodies, 15 Atholl Crescent, Edinburgh EH3 8HA (the "**Chargor**");

and

- (2) **CBRE LOAN SERVICES LIMITED**, a company incorporated in England and Wales with registered number 05469838 and having its registered office at St. Martin's Court, 10 Paternoster Row, London EC4M 7HP, in its capacity as security trustee for each of the Secured Parties under and in terms of the Intercreditor Agreement aftermentioned (the "**Common Security Agent**" which expression shall include its successors and assignees as security trustee aforesaid).

WHEREAS

- (A) Pursuant to the terms of the Senior Facility Agreement and the Mezzanine Facility Agreement, each Original Lender has agreed to make available to the Borrowers certain loan facilities.
- (B) The Chargor is party to the Senior Facility Agreement and the Mezzanine Facility Agreement as an Original Guarantor.
- (C) In security of the payment and discharge of the Secured Liabilities the Chargor has agreed to grant this Scottish Floating Charge.
- (D) Pursuant to the terms of the Intercreditor Agreement the Common Security Agent has agreed to hold the benefit of this Scottish Floating Charge (and the security created pursuant hereto) on trust for the Secured Parties.

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

In this Scottish Floating Charge:

"Borrowers"	means the Mezzanine Borrower and/or the Senior Borrower;
"English Floating Charge"	means any floating charge governed by English law granted by the Chargor in favour of the Common Security Agent as security for the Secured Liabilities (including, but not limited to, pursuant to the English Security Agreement);
"English Security Agreement"	means the English law common security agreement entered into on or around the effective date hereof between, amongst others, the Chargor and the Common Security Agent as security for the Secured Liabilities;
"Event of Default"	means a Senior Event of Default and/or a Mezzanine Event of Default;
"Facility Agreement"	means each of the Senior Facility Agreement and the Mezzanine Facility Agreement;
"Finance Document"	means each of the Senior Finance Documents and/or the Mezzanine Finance Documents;
"Finance Party"	means a Senior Finance Party or a Mezzanine Finance Party;

"Intercreditor Agreement"	means the English law intercreditor agreement dated on or about the effective date hereof between, amongst other, the Senior Finance Parties, the Mezzanine Finance Parties and each of the Transaction Obligor;
"Investment"	means all Shares, securities, certificates of deposit and other investments, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held directly by or to the order of the Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system);
"Lender"	means a Senior Lender or a Mezzanine Lender;
"Mezzanine Event of Default"	has the meaning given to the term "Event of Default" in the Mezzanine Facility Agreement;
"Mezzanine Facility Agreement"	means the English law facility agreement dated on or about the date hereof between, amongst others, Titan Financing Limited as Borrower, Morgan Stanley Principal Funding Inc. as mandated lead arranger, CBRE Loan Services Limited as mezzanine agent, CBRE Loan Services Limited as mezzanine security agent and Morgan Stanley Principal Funding Inc. as original lender, as amended, varied, novated or supplemented from time to time;
"Mezzanine Finance Document"	has the meaning given to the term "Finance Document" in the Mezzanine Facility Agreement;
"Mezzanine Finance Party"	has the meaning given to the term "Finance Party" in the Mezzanine Facility Agreement;
"Mezzanine Lender"	has the meaning given to that term in the Intercreditor Agreement;
"Mezzanine Obligor"	has the meaning given to the term "Obligor" in the Mezzanine Facility Agreement;
"Mezzanine Transaction Obligor"	has the meaning given to the term "Transaction Obligor" in the Mezzanine Facility Agreement;
"Obligor"	means each of the Mezzanine Obligors and the Senior Obligors;
"Original Lender"	has the meaning given to that term in the Mezzanine Facility Agreement and the Senior Facility Agreement (as applicable);
"Party"	means a party to this Scottish Floating Charge;
"Receiver"	means a receiver, Scottish receiver, receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Security Assets and that term will include any appointee made under a joint or several appointment;
"Related Rights"	means, to the extent applicable, in relation to any asset: <ul style="list-style-type: none"> (a) the proceeds of sale or rental of any part of that asset;

	<ul style="list-style-type: none"> (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and (d) any moneys and proceeds paid or payable in respect of that asset;
"Schedule"	means the schedule annexed and executed as relative to this Scottish Floating Charge;
"Scottish Mortgaged Property"	means the heritable and leasehold property specified in the Schedule (<i>Scottish Mortgaged Property</i>) and any present or future heritable or leasehold property and any other interest in land or buildings and all rights relating thereto in which the Chargor has an interest;
"Secured Liabilities"	has the meaning given to that term in the Intercreditor Agreement;
"Secured Parties"	has the meaning given to that term in the Intercreditor Agreement;
"Security Assets"	means each of the assets and undertaking of the Chargor which from time to time are, or are expressed to be, the subject of any Security created or expressed to be created by it in favour of the Common Security Agent by or pursuant to this Scottish Floating Charge or any other Security granted by the Chargor in favour of the Common Security Agent;
"Security Period"	means the period beginning on the effective date of this Scottish Floating Charge and ending on the date on which the Common Security Agent is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid or discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents;
"Senior Event of Default"	has the meaning given to the term "Event of Default" in the Senior Facility Agreement;
"Senior Facility Agreement"	means the English law facility agreement dated on or about the date hereof between, amongst others, Titan Acquisition Holdco Limited as the Senior Holdco, Titan Acquisition Limited as the Original Borrower, the Original Guarantors, Morgan Stanley Bank, N.A. as an Arranger and Original Lender, Morgan Stanley Bank International Limited as an Arranger and Original Lender, CBRE Loan Services Limited as the Agent, and CBRE Loan Services Limited as the Common Security Agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time);
"Senior Finance Document"	has the meaning given to the term "Finance Document" in the Senior Facility Agreement;

"Senior Finance Party"	has the meaning given to the term "Finance Party" in the Senior Facility Agreement;
"Senior Lender"	has the meaning given to that term in the Intercreditor Agreement;
"Senior Obligor"	has the meaning given to the term "Obligor" in the Senior Facility Agreement;
"Senior Transaction Obligor"	has the meaning given to the term "Transaction Obligor" in the Senior Facility Agreement;
"Share"	means any stock, share, debenture or other security;
"Transaction Obligor"	means each of the Mezzanine Transaction Obligors and the Senior Transaction Obligors.

1.2 Terms defined in other Finance Documents

Unless defined in this Scottish Floating Charge, or the context otherwise requires, a term defined in the Intercreditor Agreement, the Senior Facility Agreement or in any other Finance Document has the same meaning in this Scottish Floating Charge, or any notice given under or in connection with this Scottish Floating Charge, as if all references in those defined terms to the Intercreditor Agreement, the Senior Facility Agreement or other Finance Document were a reference to this Scottish Floating Charge or that notice.

1.3 Intercreditor Agreement

Each of the Parties hereby acknowledges that in acting under this Scottish Floating Charge the Common Security Agent is acting pursuant to the Intercreditor Agreement and is entitled to the benefit of all protections and other provisions expressed to be in its favour as Common Security Agent as set out in the Intercreditor Agreement.

1.4 Construction

Clauses 1.2 (*Construction*), 1.3 (*Currency symbols and definitions*) and 1.5 (*Scottish terms*) of the Senior Facility Agreement will apply as if incorporated in this Scottish Floating Charge or in any notice given under or in connection with this Scottish Floating Charge, as if:

- 1.4.1 all references in that Clause to the Senior Facility Agreement were a reference to this Scottish Floating Charge or that notice; and
- 1.4.2 all references in Clause 1.2 (e) – (g) of the Senior Facility Agreement to the "Agent" were a reference to the Common Security Agent.

1.5 Application of provisions in Senior Facility Agreement and Intercreditor Agreement

Clauses 1.7 (*Third party rights*), 8.4 (*Default interest*), 10.5 (*Break Costs*), 12 (*Tax Gross-Up and Indemnities*), 13 (*Increased Costs*), 14 (*Other indemnities*), 16 (*Costs and Expenses*), 25.1 (*Assignments and transfers by the Lenders*), 26.1 (*Assignments and transfers by Obligors*), 30 (*Payment Mechanics*), 32 (*Notices*), 33.1 (*Accounts*), 33.2 (*Certificates and determinations*) and 36 (*Amendments and waivers*) of the Senior Facility Agreement and Clauses 25 (*The Common Security Agent*) and 26 (*Change of Common Security Agent and Delegation*) of the Intercreditor Agreement, are deemed to form part of this Scottish Floating Charge as if expressly incorporated into it and as if all references in those clauses to the Senior Facility Agreement and the Intercreditor Agreement were references to this Scottish Floating Charge.

1.6 Scottish Mortgaged Property

A reference in this Scottish Floating Charge to heritable or leasehold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.

1.7 Present and future assets

- 1.7.1 A reference in this Scottish Floating Charge to any Scottish Mortgaged Property, Security Asset or other asset includes, unless the contrary intention appears, present and future Scottish Mortgaged Property, Security Assets and other assets.
- 1.7.2 The absence of or incomplete details of any Security Assets in any Schedule shall not affect the validity or enforceability of any Security under this Scottish Floating Charge.

1.8 No obligation

The Common Security Agent shall not be under any obligation in relation to the Security Assets as a consequence of this Scottish Floating Charge and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Security Assets.

1.9 Approvals, consents and rights of the Common Security Agent

References in this Scottish Floating Charge to the cooperation of, or to an approval, opinion, consent, discretion or requirement of the Common Security Agent means the cooperation of, or an approval, opinion, consent, direction or requirement of the Common Security Agent acting on the instructions of the Instructing Group pursuant to the Intercreditor Agreement.

1.10 Conflicts

If there is any conflict or inconsistency between the terms of this Standard Security and those of the other Finance Documents, the terms of the other Finance Documents shall prevail.

2. Undertaking to pay

The Chargor undertakes to the Common Security Agent (as trustee for the Secured Parties) that it shall, on demand of the Common Security Agent pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms (which indemnified sums shall be treated as Secured Liabilities for the purposes of this Scottish Floating Charge).

3. Common provisions

All the Security constituted by or pursuant to this Scottish Floating Charge is:

- 3.1 created with absolute warrandice;
- 3.2 created in favour of the Common Security Agent as trustee for the Secured Parties and the Common Security Agent shall hold the benefit of this Scottish Floating Charge and the Security created by or pursuant to it on trust for the Secured Parties as aforesaid; and
- 3.3 continuing security for the payment and discharge of all the Secured Liabilities.

4. Fixed security

4.1 Standard Security

The Chargor undertakes to the Common Security Agent on the effective date of this Scottish Floating Charge to enter into a Standard Security over its Scottish Mortgaged Property.

5. Floating Charge

- 5.1 The Chargor hereby charges, by way of first floating charge, all present and future assets and undertaking of the Chargor.

- 5.2 The floating charge created by paragraph 5.1 above shall:

- 5.2.1 be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Common Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities; and

- 5.2.2 be preferred in point of priority to:

- (i) any English Floating Charge; and
- (ii) any other Security granted by the Chargor (other than in favour of the Common Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities).

- 5.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph 5.1 above.

6. Negative pledge and restriction on dealings

Except where agreed in writing by the Common Security Agent or as permitted under the Finance Documents, the Chargor shall not at any time during the Security Period create or

permit to subsist any Security over all or any part of the Security Assets or dispose of or otherwise deal with any part of the Security Assets.

7. Further assurance

7.1 Further assurance

The Chargor shall promptly, at its own cost, take all such action (including filings, registrations and notarisations and applying for relief against irritancy) and execute all such documents (including assignments, assignations, transfers, standard securities, mortgages, charges, notarisations, registrations, notices, intimations and instructions) as the Common Security Agent may reasonably specify (and in such form as the Common Security Agent may reasonably require) in favour of the Common Security Agent or its nominee(s) to:

- 7.1.1 create, perfect, confer priority, protect and/or maintain the Security created or intended to be created in respect of the Security Assets in accordance with the rights vested in it under this Scottish Floating Charge (which may include the execution by the Chargor of a mortgage, standard security, security interest, charge, assignment or assignation over all or any of the assets constituting, or intended to constitute, Security Assets) or for the exercise of any of the rights, powers and remedies of the Common Security Agent provided by or pursuant to this Scottish Floating Charge or by law;
- 7.1.2 enter into a Standard Security in favour of the Common Security Agent over any Scottish Mortgaged Property in Scotland not already the subject of a Standard Security created pursuant to Clause 4.1 (*Standard Security*);
- 7.1.3 confer on the Common Security Agent Security over any asset or undertaking of the Chargor located in any jurisdiction outside Scotland equivalent or similar to the security intended to be conferred by or pursuant to this Scottish Floating Charge ; and/or
- 7.1.4 while an Event of Default is continuing, facilitate the realisation of the Security Assets.

7.2 Necessary action

The Chargor shall take all such action as is available to it (including making all filings and registrations and applying for relief against irritancy) as may be necessary or as may reasonably be requested by the Common Security Agent for the purpose of the creation, perfection, protection or maintenance of any security or priority conferred or intended to be conferred on the Common Security Agent by or pursuant to this Scottish Floating Charge.

8. Enforcement of security

8.1 Enforcement

On and at any time after the occurrence of:

- 8.1.1 an Event of Default (as long as it is continuing); or
- 8.1.2 a request from the Chargor to the Common Security Agent that it exercise any of its powers under this Scottish Floating Charge,

the Security created by or pursuant to this Scottish Floating Charge is immediately enforceable and the Common Security Agent may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- (i) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration)); and
- (ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Insolvency Act 1986 (as varied or extended by this Scottish Floating Charge) on creditors or security holders or Receivers and by this Scottish Floating Charge on any Receiver or otherwise conferred by law on creditors or security holders or Receivers.

8.2 Effect of Moratorium

The Common Security Agent shall not be entitled to exercise its rights under Clause 8.1 (*Enforcement*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

9. Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**") apply to a Security Asset, the Common Security Agent shall have the right to appropriate all or any part of that Security Asset in or towards the payment or discharge of the Secured Liabilities and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, a commercially reasonable method of valuing a Security Asset shall be:

- 9.1 in the case of cash, the amount standing to the credit of each Account or to the credit of any other account with any bank, building society, financial institution or otherwise, together with any accrued but unposted interest, at the time of appropriation; and
- 9.2 in the case of any Investments or Shares, their market value determined by the Common Security Agent by reference to a public index, independent valuation or by such other process as the Common Security Agent may select.

In each case, the parties agree that the method of valuation provided for this Scottish Floating Charge shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

10. Appointment of receiver or administrator

10.1 Appointment and removal

After the Security created by or pursuant to this Scottish Floating Charge has become enforceable in accordance with Clause 8 (*Enforcement of security*), the Common Security Agent may by deed or otherwise (acting through an authorised officer of the Common Security Agent):

- 10.1.1 without prior notice to the Chargor:
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Security Assets; or
 - (ii) appoint two or more Receivers of separate parts of the Security Assets; or
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed; or
 - (iv) appoint another person(s) as an additional or replacement Receiver(s); or
 - (v) appoint one or more persons to be an administrator of the Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; and
- 10.1.2 appoint one or more persons to be an administrator of the Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.

10.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 10.1 (*Appointment and removal*) shall be:

- 10.2.1 entitled to act individually, jointly or together with any other person appointed or substituted as Receiver;
- 10.2.2 for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Common Security Agent; and
- 10.2.3 entitled to remuneration for their services at a rate which may (subject to Section 58 of the Insolvency Act 1986 but without limitation) be fixed by the Common Security Agent from time to time.

10.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Common Security Agent under the Insolvency Act 1986 (as extended by this Scottish Floating Charge) or otherwise and such powers shall remain exercisable from time to time by the Common Security Agent in respect of any part of the Security Assets.

11. Powers of receivers

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up, liquidation or dissolution of the Chargor) have and be entitled to exercise, in relation to the Security Assets (and any assets which, when got in, would be Security Assets in respect of which he was appointed), and as varied and extended by the provisions of this Scottish Floating Charge (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

- 11.1 all the powers of an administrative receiver set out in Schedule 1 and 2 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 11.2 all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do; and
- 11.3 the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to:
 - 11.3.1 any of the functions, powers, authorities or discretions conferred on or vested in him;
 - 11.3.2 the exercise of any rights, powers and remedies of the Common Security Agent provided by or pursuant to this Scottish Floating Charge or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - 11.3.3 bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Security Assets.

12. Application of moneys

All moneys received or recovered and any non-cash recoveries made or received by the Common Security Agent or any Receiver pursuant to this Scottish Floating Charge or the powers conferred by it shall (subject to the claims of any person having prior rights thereto) be applied first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the Receiver, the payment or other discharge of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Common Security Agent (notwithstanding any purported appropriation by the Chargor) in accordance with the terms of Clause 24 (*Application of proceeds*) of the Intercreditor Agreement.

13. Protection of purchasers

13.1 Consideration

The receipt of the Common Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, the Common Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

13.2 Protection of purchasers

No purchaser or other person dealing with the Common Security Agent, any Receiver or any of the Common Security Agent's or Receiver's delegates shall be bound to inquire whether the right of the Common Security Agent, such Receiver or such delegates to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Common Security Agent, such Receiver or such delegates in such dealings. No purchaser or other person dealing with any such delegate shall be concerned as to whether the delegation by the Common Security Agent or the Receiver (as applicable) pursuant to the terms of this Scottish Floating Charge shall have lapsed for any reason or been revoked.

14. Power of attorney

14.1 Appointment and powers

The Chargor by way of security irrevocably appoints the Common Security Agent and any Receiver severally and independently to be its attorney and in its name and on its behalf to execute, deliver and perfect a Standard Security over any Scottish Mortgaged Property not already the subject of a Standard Security pursuant to Clause 4.1 (*Standard Security*), and to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- 14.1.1 carrying out any obligation imposed on the Chargor by or pursuant to this Scottish Floating Charge or any other agreement binding on the Chargor to which the Common Security Agent is party (including the execution and delivery of any deeds, charges, assignments, standard securities, assignations or other security and any transfers of the Security Assets and perfecting, establishing priority and/or releasing the security created or intended to be created in respect of the Security Assets); and
- 14.1.2 enabling the Common Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Scottish Floating Charge or by law (including, after this Scottish Floating Charge has become enforceable in accordance with Clause 8 (*Enforcement of security*), any right of a heritable proprietor or legal or beneficial owner of the Security Assets).

The power of attorney granted in this Clause 14.1 (*Appointment and powers*) shall only be exercisable:

- (i) following the occurrence of an Event of Default which is continuing; or
- (ii) following a failure by the Chargor to comply with its obligations under this Scottish Floating Charge.

14.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

15. Effectiveness of security

15.1 Continuing security

- 15.1.1 The Security created by or pursuant to this Scottish Floating Charge shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Common Security Agent in writing.
- 15.1.2 No part of the Security from time to time intended to be constituted by this Scottish Floating Charge will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities.

15.2 Cumulative rights

The Security created by or pursuant to this Scottish Floating Charge shall be cumulative, in addition to and independent of every other Security which the Common Security Agent or any Secured Party may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Common Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Security Assets shall merge into the Security constituted by this Scottish Floating Charge.

15.3 No prejudice

The Security created by or pursuant to this Scottish Floating Charge shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, by the Common Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by

any variation of the terms of the trust upon which the Common Security Agent holds the security or by any other thing which might otherwise prejudice that Security.

15.4 Remedies and Waivers

No failure on the part of the Common Security Agent to exercise, nor any delay on its part in exercising, any right, power or remedy under this Scottish Floating Charge, shall operate as a waiver of that right, power or remedy or, constitute an election to affirm this Scottish Floating Charge. No election to affirm this Scottish Floating Charge on the part of the Common Security Agent shall be effective unless it is in writing. The rights, powers and remedies provided in this Scottish Floating Charge are cumulative and not exclusive of any provided by law. No single or partial exercise of any right, power or remedy shall preclude any further or other exercise of that or any other right or remedy.

15.5 No liability

None of the Common Security Agent, its nominee(s) nor any Receiver shall be liable

15.5.1 to account as a heritable creditor or mortgagee or mortgagee in possession; or

15.5.2 for any loss arising by reason of taking any action permitted by this Scottish Floating Charge or any neglect, default or omission in connection with the Security Assets or taking possession of or realising all or any part of the Security Assets,

except in the case of gross negligence or wilful default upon its part.

15.6 Partial invalidity

If, at any time, any provision of this Scottish Floating Charge is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Scottish Floating Charge nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Scottish Floating Charge is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

15.7 Waiver of defences

The obligations of, and the Security created by, the Chargor under this Scottish Floating Charge and the rights and remedies provided by this Scottish Floating Charge will not be affected by any act, omission, matter or thing which, but for this Clause 15.7 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under, or the Security created by, this Scottish Floating Charge and whether or not known to the Chargor or any Secured Party including:

15.7.1 any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person;

15.7.2 the release of any other Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any Transaction Obligor;

15.7.3 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 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;

15.7.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Transaction Obligor or any other person;

15.7.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Liabilities (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Finance Document or other documents);

15.7.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Liabilities; and

15.7.7 any insolvency or similar proceedings in any relevant jurisdiction.

15.8 Chargor intent

Without prejudice to the generality of Clause 15.7 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created under this Scottish Floating Charge and the rights and remedies arising thereunder, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) 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: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation 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.

15.9 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 other person before claiming from the Chargor under this Scottish Floating Charge. This waiver applies irrespective of any law or any provision of this Scottish Floating Charge to the contrary.

15.10 Deferral of rights

Until the end of the Security Period, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Scottish Floating Charge:

- 15.10.1 to be indemnified by a Transaction Obligor;
- 15.10.2 to claim any contribution from any guarantor of any Transaction Obligor's obligations under this Scottish Floating Charge;
- 15.10.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Secured Parties under this Scottish Floating Charge or of any other guarantee or Security taken pursuant to, or in connection with, this Scottish Floating Charge by any Secured Party;
- 15.10.4 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 any Obligor has given a guarantee, undertaking or indemnity under any Finance Document;
- 15.10.5 to exercise any right of set-off against any Transaction Obligor; or
- 15.10.6 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 on trust for the Common Security Agent to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Transaction Obligors under or in connection with this Scottish Floating Charge to be repaid in full and shall promptly pay or transfer the same to the Common Security Agent or as the Common Security Agent may direct for application in accordance with Clause 12 (*Application of Moneys*).

16. Prior security interests

- 16.1 In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Security Assets or in case of exercise by the Common Security Agent or any Receiver of any power of sale under this Scottish Floating Charge, the Common Security Agent may redeem such prior Security or procure the transfer thereof to itself.
- 16.2 The Common Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargor.
- 16.3 All principal moneys, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Common Security Agent (or as the Common Security Agent may direct in accordance with the Intercreditor Agreement) on demand together with accrued interest thereon as well as before judgment at the rate from time to time applicable to unpaid sums specified in each Facility Agreement from the time or

respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

17. Subsequent security interests

If the Common Security Agent acting in its capacity as trustee or otherwise or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all the Security Assets or any part of the Security Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the Chargor to the Common Security Agent (or as the Common Security Agent may direct in accordance with the Intercreditor Agreement) (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by the Chargor) be credited or treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities at the time that notice was received.

18. Suspense accounts

All moneys received, recovered or realised by the Common Security Agent under this Scottish Floating Charge (including the proceeds of any conversion of currency) may in the discretion of the Common Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society, financial institution or other person as it considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Common Security Agent's discretion, in or towards the discharge of any of the Secured Liabilities and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

19. Release of security

19.1 Release of Security

Upon the expiry of the Security Period, the Common Security Agent shall, at the request and cost of the Chargor (and acting on the instructions of the Instructing Group), release and cancel the security constituted by this Scottish Floating Charge, in each case without recourse to, or any representation or warranty by, the Common Security Agent or any of its nominees.

19.2 Clawback

If the Common Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Scottish Floating Charge and the Security constituted by that document will continue and such amount will not be considered to have been irrevocably discharged.

20. Set-off

The Chargor authorises the Common Security Agent (but the Common Security Agent shall not be obliged to exercise such right), after the occurrence of an Event of Default which is continuing, to set off against the Secured Liabilities any amount or other obligation (contingent or otherwise) owing by the Common Security Agent to the Chargor and apply any credit balance to which the Chargor is entitled on any account with the Common Security Agent in accordance with Clause 12 (*Application of Moneys*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

21. Counterparts, delivery and effective date

21.1 This Scottish Floating Charge may be executed in any number of counterparts and by each of the parties on separate counterparts.

21.2 Where executed in counterpart:

21.2.1 this Scottish Floating Charge will not take effect until each of the counterparts has been delivered;

21.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and

- 21.2.3 the date of delivery may be inserted in the testing clause in the blank provided for the effective date of this Scottish Floating Charge.

22. Discretion and delegation

22.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Scottish Floating Charge by the Common Security Agent or any Receiver may, subject to the terms and conditions of each Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

22.2 Delegation

Each of the Common Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Scottish Floating Charge (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Common Security Agent or the Receiver itself.

23. Registration

The Chargor consents to registration of this Scottish Floating Charge and any certificate as to the outstanding amounts of the Secured Liabilities for preservation and execution.

24. Governing law

This Scottish Floating Charge and all non-contractual obligations arising out of or in connection with it are governed by Scots law.

25. Jurisdiction**25.1 Scottish courts**

Subject to Clause 25.3 (*Exclusive Jurisdiction*), the courts of Scotland have exclusive jurisdiction to settle any dispute arising out of, or in connection with this Scottish Floating Charge (including a dispute relating to the existence, validity or termination of this Scottish Floating Charge or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Scottish Floating Charge) (a "**Dispute**").

25.2 Convenient Forum

The Chargor agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly that the Chargor shall not argue to the contrary.

25.3 Exclusive Jurisdiction

Notwithstanding Clause 25.1 (*Scottish courts*), the Common Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Common Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Scottish Floating Charge consisting of this and the thirteen preceding pages together with the Schedule annexed and executed as relative hereto has been executed in counterpart by the parties as undernoted and with an effective date of 3 NOVEMBER 2017

SUBSCRIBED for and on behalf of the said
ATLAS HOTELS (CAMBRIDGE) LIMITED by

Kenn Grahns

Director/Authorised Signatory
(Print Full Name)

Director/Authorised Signatory
(Signature)

Director/Authorised Signatory
(Print Full Name)

Director/Authorised Signatory
(Signature)

Before this witness

Reed Smith LLP

The Broadgate Tower
20 Primrose Street

London EC2A 2RS
Solicitors

Witness
(Print Full Name)

Witness
(Signature)

of
(address of witness)

at London
(town of signature)

on 3 NOVEMBER 2017
(date of signature)

SUBSCRIBED for and on behalf of the said
CBRE LOAN SERVICES LIMITED by

[Redacted]

STEVEN HARLE Director/Authorised Signatory
Authorised Signatory (Print Full Name)

[Redacted]

ANURAG SHARMA Director/Authorised Signatory
Authorised Signatory (Signature)

Director/Authorised Signatory
(Print Full Name)

Director/Authorised Signatory
(Signature)

Before this witness

In the presence of

Witness Signature: [Redacted]

Witness Name: Lisa Day

Occupation: Senior Analyst

Address: Henrietta House, Henrietta Place,
London W1G 0NB

Witness
(Print Full Name)

Witness
(Signature)


of
(address of witness)

at LONDON
(town of signature)

on 3 NOVEMBER 2017
(date of signature)

Schedule 1
Scottish Mortgaged Property

INTENTIONALLY BLANK


.....
Atlas Hotels (Cambridge) Limited
Authorised Signatory / Director

.....
CBRE Loan Services Limited
as Common Security Agent
Authorised Signatory / Director

Schedule 1
Scottish Mortgaged Property

INTENTIONALLY BLANK

.....
Atlas Hotels (Cambridge) Limited
Authorised Signatory / Director/



ANURAG SHARMA
Authorised Signatory



.....
CBRE Loan Services Limited
as Common Security Agent
Authorised Signatory / Director
STEVEN HARLE
Authorised Signatory