



**Registration of a Charge**

Company name: **HOTEL PROPERTY FUND (SYNDICATE 2) LIMITED**  
Company number: **SC292735**



Received for Electronic Filing: **26/08/2020**

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**Details of Charge**

Date of creation: **13/08/2020**  
Charge code: **SC29 2735 0003**  
Persons entitled: **HERMETIC TRUST (1975) LTD. AS SECURITY TRUSTEE**  
Brief description: **THE WHOLE RIGHT, TITLE AND INTEREST IN AND TO ALL RENT AND OTHER PAYMENTS DUE AND TO BECOME DUE IN TERMS OF THE LEASE AFFECTING LEONARDO INN HOTEL GLASGOW WEST END, 4 SHELLEY ROAD, GLASGOW G12 0ZD**

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**Authentication of Form**

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

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**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: **SEB GALASTRO**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 292735

Charge code: SC29 2735 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 13th August 2020 and created by HOTEL PROPERTY FUND (SYNDICATE 2) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th August 2020 .

Given at Companies House, Edinburgh on 27th August 2020

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**



## ASSIGNATION OF RENTS

by

**HOTEL PROPERTY FUND (SYNDICATE 2) LIMITED**

in favour of

**HERMETIC TRUST (1975) LTD**  
(as Security Trustee)

**Subjects: Leonardo Inn Hotel Glasgow West End, 4 Shelley Road, Glasgow**



WE HEREBY CERTIFY THIS TO BE A TRUE COPY  
OF THE ORIGINAL

DATE

24 AUGUST 2020

SIGNED

S. GALASTRO - SEB GALASTRO

DLA PIPER SCOTLAND LLP

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## ASSIGNATION OF RENTS

by

**HOTEL PROPERTY FUND (SYNDICATE 2) LIMITED**, incorporated under the Companies Acts with company number SC292735) and having its Registered Office at Leonardo Hotel Edinburgh City Centre, 1 Morrison Street Link, Edinburgh EH3 8DN ("Chargor" which expression shall include the successors in title and assignees of the Chargor) and

**HERMETIC TRUST (1975) LTD.** incorporated in Israel (registered number 510705197) whose registered office is at 30 Six Days Road, Bnei Brak, Israel as agent and security trustee for the Secured Parties (as defined below), and its successor(s) as such Security Trustee ("Security Trustee"))

WHEREAS the Chargor has agreed to grant an assignment of the rents receivable from the Property in favour of the Security Trustee in the manner hereinafter provided:

### 1. DEFINITIONS AND INTERPRETATION

In this Assignment of Rents including the recitals and the preamble hereto (unless a contrary intention shall be expressed):

#### 1.1 Definitions

"Assignment of Rents" means this assignment of rents, as from time to time amended, restated, supplemented, novated, varied and / or replaced and any document made pursuant or supplemental hereto;

"Bond" means Bonds (Series D), each of which is in accordance with the Deed of Trust and Series D Bond certificate, which will be issued from time to time by Fattal Properties (Europe) Ltd. at its sole discretion, at nominal value as from time to time in accordance with and subject to the Deed of Trust and which have not been fully redeemed or expired or cancelled;

"Bond Documents" means the Bond, Shelf Offering Report and the Guarantee;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in London and Edinburgh;

"Deed of Trust" means the deed of trust between Fattal Properties (Europe) Ltd. and the Security Trustee dated on or around the date of this Assignment of Rents;

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

"Event of Default" means the occurrence of any event which under the Bond Documents entitles the Security Trustee to require immediate repayment of the Secured Obligations

and/or to enforce the securities to the Security Trustee in this regard (including, *inter alia*, this Assignment of Rents);

"**Guarantee**" means the group guarantee entered into by each of the Chargor, Hotel Property Fund (Syndicate 1) Limited (company number SC260844) and Lauriston Hotels Limited (company number SC236846) in favour of the Security Trustee and dated on or around the date of this Assignment of Rents;

"**Lease**" means the lease listed in part 2 of the Schedule;

"**Property**" means the property more particularly described in part 1 of the Schedule;

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) owing to the Security Trustee under the Bond Documents, and all or any monies, liabilities and obligations covenanted to be paid under this Assignment of Rents;

"**Secured Parties**" means the Series D bond holders of Fattal Properties (Europe) Ltd and the Security Trustee;

"**Security**" means a mortgage, charge, standard security, pledge, lien, assignment in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"**Security Period**" means the period beginning on the date of this Assignment of Rents and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;

"**Shelf Offering Report**" means a shelf offering report(s) to be published in accordance with the Shelf prospectus, subject to the provisions of Section 23A(f) of the Securities Law, in accordance to which all the special details for the offering of the Bonds (Series D) shall be completed; and

"**Tenants**" means the tenant under the Lease and their successors whomsoever.

## 1.2 Interpretation

In this Assignment of Rents unless the context requires otherwise:

- 1.2.1 words importing the singular shall include the plural and *vice versa*;
- 1.2.2 references to this Assignment of Rents or any other document shall be constituted as references to this Assignment of Rents or such other document as amended, varied, restated, supplemented or novated from time to time;
- 1.2.3 references to any statute or statutory provision (including any subordinate legislation) shall include any statute or statutory provision for the time being in force which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- 1.2.4 references to a "person" shall include any individual, firm, company, corporation, body, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);

- 1.2.5 any reference to the Security Trustee includes its permitted successors, transferees and assignees;
- 1.2.6 Each undertaking of the Chargor contained in this Assignment of Rents:
- 1.2.6.1 must be complied with at all times during the Security Period; and
- 1.2.6.2 is given by the Chargor for the benefit of the Security Trustee and each other Secured Party; and
- 1.2.7 any reference to an Event of Default which is "continuing" shall mean an Event of Default which has not been remedied by the Chargor.

## **2. UNDERTAKING FOR PAYMENT**

### **2.1 Undertaking to pay**

The Chargor undertakes with the Security Trustee that it will:

- 2.1.1 pay and discharge each and all of the Secured Obligations when they fall due for payment in accordance with the Bond Documents; and
- 2.1.2 indemnify and keep each Secured Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any undertaking or other obligation of the Chargor to that Secured Party.

### **2.2 Survival of obligations**

The payment obligations of the Chargor under the Bond Documents shall survive the enforcement of the security over the whole or any part of the Lease or the Property.

## **3. GRANT OF SECURITY**

The Chargor in security of the due and timeous performance of the Secured Obligations hereby ASSIGNS, CONVEYS and MAKES OVER to the Security Trustee and their successors and assignees whomsoever in security all sums due and that are or that may become due to the Chargor by the Tenants pursuant to the Lease with, full power to the Security Trustee to demand, uplift and claim payment of any such sum or sums now or hereafter payable to the Chargor under the Lease by the Tenants and to grant receipts and discharges thereof.

## **4. CHARGOR'S FURTHER OBLIGATIONS**

The Chargor undertakes:

- 4.1 to serve notice of this Assignment of Rents in the form set out in part 3 of the Schedule to a tenant who enters into leases or licences in respect of the Property at any time (including for the avoidance of doubt the Tenants under the Lease);
- 4.2 to use its reasonable endeavours to procure the execution and delivery to the Security Trustee of an acknowledgement to such notice of assignment in the form set out in part 4 of the Schedule in relation to a tenant.

## **5. PERFECTION OF SECURITY**

### **5.1 Further assurance**

The Chargor shall promptly after being requested to do so by the Security Trustee, do all acts and execute all documents as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) for:

- 5.1.1 creating, perfecting or protecting the Security intended to be created by this Assignment of Rents;
- 5.1.2 creating any fixed security or charge over any of the Lease;
- 5.1.3 facilitating the exercise of any rights, powers and remedies exercisable by the Security Trustee, any other Secured Party or any Delegate in respect of the Property or provided by or pursuant to the Bond or by law; or
- 5.1.4 creating and perfecting Security in favour of the Security Trustee or the Secured Parties over the Property equivalent or similar to the Security intended to be created by or pursuant to this Assignment of Rents.

This includes:

- 5.1.5 the re-execution of this Assignment of Rents;
- 5.1.6 the execution of any standard security, pledge, charge, transfer, conveyance, assignment, assignation or assurance of or over any property, whether to the Security Trustee or to its nominee; and
- 5.1.7 the giving of any notice, order or direction and the making of any filing or registration,

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

## **6. POWER OF ATTORNEY**

### **6.1 Appointment**

The Chargor hereby irrevocably appoints the Security Trustee as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

- 6.1.1 to do anything which the Chargor is obliged to do (but has not done) under this Assignment of Rents including, without limitation, to execute further securities, transfers or assignments of and other instruments relating to, the Lease; and
- 6.1.2 generally to exercise all or any of the rights, powers and discretions conferred on the Security Trustee in relation to the Property under this Assignment of Rents.

### **6.2 Ratification**

The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Chargor under this clause.



### **6.3 Exercise of power**

The appointment effected under clause 6.1 shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Event of Default which is continuing.

## **7. CURRENCY CONVERSION**

All monies received or held by the Security Trustee under this Assignment of Rents may be converted from their existing currency into such other currency as the Security Trustee considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations at such rate of exchange as the Security Trustee (acting reasonably) may from time to time consider appropriate.

## **8. MISCELLANEOUS PROVISIONS**

### **8.1 Non compliance by Chargor**

If the Chargor fails to make any payment or fulfil any obligation due by it under or pursuant to this Assignment of Rents, the Security Trustee shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and / or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and / or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Chargor on demand, together with interest at 2% per annum over the rate otherwise payable under the Bond Documents from the date of demand until settlement and shall constitute Secured Obligations.

### **8.2 Trust provisions**

The covenants, undertakings, representations and warranties made by the Chargor under this Assignment of Rents are made in favour of the Security Trustee as security trustee for the Secured Parties.

### **8.3 Expenses**

The Chargor shall promptly indemnify on demand the Security Trustee and every Delegate against any cost, loss or liability incurred by any of them as a result of:

- 8.3.1 the taking, holding, protection or enforcement of the Security constituted by this Assignment of Rents;
- 8.3.2 the exercise of any of the rights, powers, discretions and remedies vested in the Security Trustee and each Delegate by the Bond, this Assignment of Rents or by law; or
- 8.3.3 any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in the Bond,

in each case together with interest at 2% per annum over the rate otherwise payable under the Bond Documents from the date of demand until settlement and shall constitute Secured Obligations.

## **9. NOTICES**

### **9.1 Notices and deemed receipt**

Any demand or notice to be given under this Assignment of Rents shall be in writing signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address and for the attention of the relevant party set out in clause 9.2 (or as otherwise notified by that party thereunder). Any such notice shall be deemed to have been received:

9.1.1 if delivered personally, at the time of delivery; and

9.1.2 in the case of pre-paid recorded delivery or registered post, 24 hours from the date of posting;

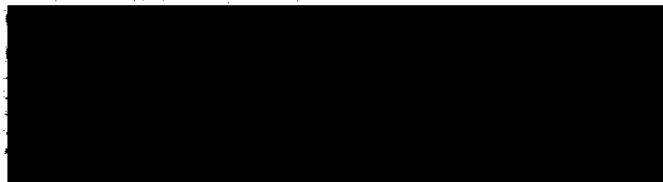
provided that if deemed receipt occurs before 10.00am on a Business Day the notice shall be deemed to have been received at 10.00am on that day and if deemed receipt occurs after 5.00pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 10.00am on the next Business Day;

### **9.2 Addresses for notices**

The addresses of the parties for the purposes of this clause 9 are:

#### **The Security Trustee**

Address: Hermetic Trust (1975) Ltd.



For the attention of: [Redacted]

#### **The Chargor**

Address: Hotel Property Fund (Syndicate 2) Limited

Leonardo Hotel Edinburgh City Centre

1 Morrison Street Link, Edinburgh EH3 8DN

For the attention of: The Directors

or such other address in the United Kingdom as may be notified in writing from time to time by the relevant party to the other.

### **9.3 No electronic service**

For the avoidance of doubt no demand or notice given under this Assignment of Rents shall be validly given if sent by e-mail.

**10. CALCULATIONS AND CERTIFICATES**

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

**11. PARTIAL INVALIDITY**

All the provisions of this Assignment of Rents are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**12. REMEDIES AND WAIVERS**

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

**13. AMENDMENTS AND WAIVERS**

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

**14. RELEASE**

**14.1 Release**

Upon the expiry of the Security Period (but not otherwise) the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to discharge, release or re-assign (without recourse or warranty) the Property and the Lease from the Security created by this Assignment of Rents.

**14.2 Reinstatement**

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

**14.3 Retention of Security**

If any payment or realisation in respect of the Secured Obligations is, in the Security Trustee's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including

any enactment or rule of law relating to insolvency, the Security Trustee shall be entitled to retain this Assignment of Rents undischarged until the expiry of the period during which it may be challenged on any such ground.

**14.4 Avoidance of payments**

The Security Trustee's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Trustee on the faith of any such payment or realisation.

**15. LIABILITY OF THE SECURITY TRUSTEE**

The Security Trustee shall not in any circumstances be liable to the Chargor or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Assignment of Rents or any realisation, appropriation or application of the Lease, Property or rents receivable from the Property or from any act, default or omission of the Security Trustee, or his/her or its officers, employees or agents in relation to the Lease, Property or rents receivable from the Property or otherwise in connection with this Assignment of Rents, except to the extent caused by the gross negligence or wilful default of the Security Trustee or its officers, employees or agents.

**16. LAW AND JURISDICTION**

This Assignment of Rents and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

**17. CONSENT AND AUTHORISATION**

The parties hereby consent to the registration of this Assignment of Rents and of any certificate referred to in Clause 10 for preservation and execution.

**18. ASSIGNATION**

The Security Trustee may assign or charge or grant security over or hold in trust, express or implied, the creditor's interest in this Assignment of Rents in whole or in part without any requirement for obtaining the consent of the Chargor.

19. WARRANDICE

The Chargor grants warrandice in respect of the foregoing assignation.

IN WITNESS WHEREOF: these presents consisting of this and the preceding eight pages and the schedule annexed and executed as relative hereto are executed as follows:-

Subscribed for and on behalf of HOTEL  
PROPERTY FUND (SYNDICATE 2)  
LIMITED:

at.....ROME (ITALY).....  
(Place of signing)

on.....11 AUGUST 2020.....  
(Date of signing)

by.....  
(Print name – Director / Authorised Signatory)

.....  
(Signature – Director / Authorised Signatory)

in the presence of this witness:

.....CLAUDIA BADULESCU.....  
~~.....BADULESCU CLAUDIA.....~~  
(Print name – Witness)

.....  
(Signature – Witness)

.....~~FORNIA ITALY~~.....  
.....  
(Address – Witness)

Subscribed for and on behalf of HERMETIC  
TRUST (1975) LTD (as Security Trustee):

at. [REDACTED] Israel  
(Place of signing)

on.....13.08.2020.....  
(Date of signing)

by Dan Avnon  
(Print name – ~~Director~~ / Authorised Signatory)

[REDACTED]  
(Signature – ~~Director~~ / Authorised Signatory)

[REDACTED]

(Print name – Witness)

[REDACTED]

(Signature – Witness)

[REDACTED]

(Address – Witness)

**This is the Schedule referred to in the foregoing Assignment of Rents by Hotel Property Fund (Syndicate 2) Limited in favour of Hermetic Trust (1975) Ltd (as Security Trustee).**

## **SCHEDULE**

### **Part 1: The Property**

**ALL and WHOLE the subjects known as and forming Leonardo Inn Hotel Glasgow West End, 4 Shelley Road, Glasgow G12 0ZD being the subjects registered in the Land Register of Scotland under Title Number GLA138319.**

## **Part 2: Lease**

Lease by Hotel Property Fund (Syndicate 2) Limited in favour of Leonardo Portland Operation Limited dated 15 December 2017.



### Part 3: Form of Notice of Assignment

To: *[insert address of tenant for service of notices as per the Lease]*

*[insert Chargor]* your Landlord ("Landlord") hereby gives notice that by an Assignment of Rents dated ♦ ("Assignment") granted by the Landlord in favour of [Hermetic Trust (1975) Ltd] as Security Trustee and trustee for the Secured Parties (as defined in the ♦ dated ♦ between [...], pursuant to which [...] agreed to make the term facility available to [...], as amended, supplemented or novated from time to time) ("Security Trustee"), it assigned by way of security to the Security Trustee all rights, title and interest in and to all present and future rentals, fees and other amounts receivable or recoverable by the Landlord from you and your successors as tenants under your lease of Leonardo Inn Hotel Glasgow West End, 4 Shelley Road, Glasgow G12 0ZD.

Until the Security Trustee gives you notice to the contrary you should continue to pay your rents and all other sums to your Landlord.

On receipt of future notice or demand from the Security Trustee you must pay any rentals, fees and other amounts due under the Lease to the Security Trustee or as it shall direct and you need not make further enquiry of us as your Landlord.

Please acknowledge receipt of this notice by signing and returning the acknowledgement attached to the Security Trustee.

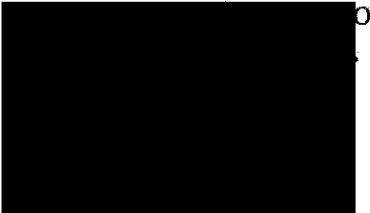
.....(Sign)

.....(Print Name)

For and on behalf of the Chargor

**Part 4: Acknowledgement**

To: Hermetic Trust (1975) Ltd.



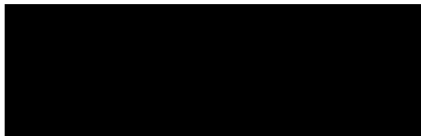
(as security trustee)

Attn: [Redacted], Joint CEO

Dear Sirs,

We acknowledge receipt of a notice of assignation from the Landlord of which the attached is a copy and confirm:

1. we accept the instructions and authorisations contained in such letter and irrevocably undertake to act in accordance and comply with the terms of such letter until you instruct us in writing to the contrary; and
2. that we will make payment of all monies due under the Lease to the Landlord or to such other account or party as you may direct.

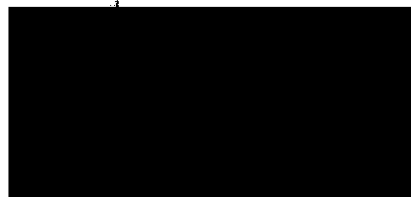


.....(Sign)

.....*DANIEL ROGER*.....(Print Name)

For and on behalf of the Tenant

*[Drafting Note: Copy of the Original Intimation to be appended to this acknowledgement]*



.....Director