



**Registration of a Charge**

Company name: **The Manor House Hotel (Castle Combe) Limited**  
Company number: **02256084**



X57NW860

Received for Electronic Filing: **24/05/2016**

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**Details of Charge**

Date of creation: **18/05/2016**  
Charge code: **0225 6084 0009**  
Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)).**  
Brief description: **N/A**  
**Contains fixed charge(s).**  
**Contains negative pledge.**

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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.**





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

Company number: 2256084

Charge code: 0225 6084 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2016 and created by The Manor House Hotel (Castle Combe) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2016 .

Given at Companies House, Cardiff on 25th May 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

18 May 2016

(1) THE MANOR HOUSE HOTEL (CASTLE COMBE) LIMITED  
as Chargor

- and -

(2) THE ROYAL BANK OF SCOTLAND PLC  
as Security Agent

## CHARGE OVER SHARES



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE, COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 23 May 2016

SIGNED [Signature]  
DLA PIPER UK LLP

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THIS CHARGE OVER SHARES is made on

18 May 2016

BETWEEN:

- (1) **THE MANOR HOUSE HOTEL (CASTLE COMBE) LIMITED**, a company incorporated and registered in England and Wales with number 02256084 and with its registered office at Executive Office, Pennyhill Park Hotel & Spa, Bagshot, Surrey GU19 5EU (the "**Chargor**"); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (as security trustee for the Secured Parties (as defined below)) (in such capacity, the "**Security Agent**").

IT IS AGREED:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

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

"**Ancillary Borrowers**" means each of South Lodge Limited (registered in England and Wales with company number 01844415), Panhams Hall Hotel Limited (registered in England and Wales with company number 05500642) and Royal Berkshire Hotel Limited (formerly Exclusive Hotels (London) Limited) (registered in England and Wales with company number 02254293) and "**Ancillary Borrower**" means any of them;

"**Ancillary Debt**" means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent) due, owing or incurred by any Ancillary Borrower to any Ancillary Lender under any Ancillary Document, and all costs, charges and expenses due, owing or incurred under any Ancillary Document;

"**Ancillary Documents**" means any facility or other agreement entered into or to be entered into between any Ancillary Borrower and an Ancillary Lender for providing ancillary banking facilities including (without limitation) overdrafts, accounts, letter of credit, guarantees, bonding, documentary or stand by letters of credit facilities, short term loan facilities, derivatives facilities, foreign exchange facilities and any other accommodation required in connection with the business of the Ancillary Borrowers;

"**Ancillary Lender**" means National Westminster Bank plc or any other entity which has become a party to the Intercreditor Deed as an Ancillary Lender;

"**Charged Investments**" means:

- (a) the Charged Securities; and

- (b) all present and future Related Rights accruing to all or any of the Charged Securities;

**"Charged Securities"** means:

- (a) the shares specified in the schedule (*Details of Charged Securities*) in the share capital of an Obligor; and
- (b) any other stocks, shares, debentures, bonds or other securities of an Obligor now or in future owned legally or beneficially by the Chargor, held by any nominee, trustee or fiduciary on its behalf or in which the Chargor has an interest at any time;

**"Default Rate"** means the rate of interest determined in accordance with clause 10.3 of the Facilities Agreement (*Default interest*) except that references to an Obligor are to be construed as references to the Chargor;

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver under or pursuant to this Deed;

**"Facilities Agreement"** means the Facilities Agreement dated 19 May 2011 and made between (1) the companies listed in part 1 schedule 1 to it (as Borrowers), (2) the companies listed in part 2 of schedule 1 to it (as Guarantors), (3) National Westminster Bank plc acting through The Royal Bank of Scotland plc (as Lender) and (4) The Royal Bank of Scotland plc (as Security Agent) as most recently amended and restated by the Amendment and Restatement Agreement dated on or about May 2016 and made between (1) The Companies set out in part 1 of schedule 1 therein (as Term Facility Borrowers), (2) The Company set out in part 2 of schedule 1 (as Revolving Facility Borrower) (3) The Companies set out in part 3 of schedule 1 (as Guarantors), (4) National Westminster Bank Plc acting through The Royal Bank Of Scotland plc (as Lender), and (5) The Royal Bank Of Scotland plc (as Security Agent) and as amended and/or restated from time to time;

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

**"Receiver"** means any receiver or receiver and manager or administrative receiver appointed by the Security Agent under this Deed;

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

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

**"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) of:

- (a) any present or future Obligor to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document and all monies covenanted to be paid under this Deed; and
- (b) each Ancillary Borrower to the Ancillary Lenders (or any of them) under or pursuant to any Ancillary Document and all monies covenanted to be paid under this Deed;



**"Secured Parties"** means:

- (a) each Finance Party;
- (b) each Ancillary Lender;
- (c) any Receiver;
- (d) any Delegate;

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

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

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

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

## **1.2 Interpretation**

- (a) Unless a contrary indication appears, any reference in this Deed to:
  - (i) the **"Chargor"**, any **"Obligor"**, any **"Ancillary Borrower"**, the **"Security Agent"** or any other **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
  - (ii) **"this Deed"**, the **"Facilities Agreement"**, any other **"Finance Document"** any **"Ancillary Document"** or any other agreement or instrument is a reference to this Deed, the Facilities Agreement, such other Finance Document, such Ancillary Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Obligor or Ancillary Borrower or provides for further advances);
  - (iii) **"assets"** includes present and future properties, revenues and rights of every description and includes uncalled capital;
  - (iv) an Event of Default is **"continuing"** if it has not been remedied to the satisfaction of the Lender or waived in writing by the Lender;
  - (v) **"including"** or **"includes"** means including or includes without limitation;

- (vi) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any person;
- (vii) a provision of law is a reference to that provision as amended or re-enacted; and
- (viii) the singular includes the plural and vice versa.
- (b) Section and clause headings are for ease of reference only and shall not affect the construction of this Deed.
- (c) References to clauses and the schedule are to be construed, unless otherwise stated, as references to clauses and the schedule to this Deed and references to this Deed include its schedule unless otherwise stated.
- (d) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed.
- (e) Each undertaking of the Chargor (other than a payment obligation) contained in this Deed:
  - (i) must be complied with at all times during the Security Period; and
  - (ii) is given by the Chargor for the benefit of each Secured Party.
- (f) If any of the Security Agent, the Lender or Ancillary Lender reasonably considers that an amount paid by an Obligor or Ancillary Borrower to a Secured Party under a Finance Document or an Ancillary Document (as appropriate) is capable of being avoided or otherwise set aside on the liquidation or administration of that Obligor or Ancillary Borrower, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

### 1.3 Trust

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

### 1.4 Third party rights

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

## 2. NATURE OF SECURITY

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

- (a) in favour of the Security Agent;

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

(c) as continuing security for payment of the Secured Obligations.

### **3. GRANT OF SECURITY**

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

(a) all the Charged Securities which are at any time owned by the Chargor or in which the Chargor from time to time has an interest; together with

(b) all present and future Related Rights from time to time accruing to those Charged Securities.

### **4. CONTINUING SECURITY**

#### **4.1 Continuing security**

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

#### **4.2 Additional and separate security**

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

#### **4.3 Right to enforce**

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

### **5. LIABILITY OF THE CHARGOR RELATING TO SECURITY ASSETS**

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

### **6. REPRESENTATIONS**

#### **6.1 General**

The Chargor makes the representations and warranties set out in this clause 6 to the Security Agent and to each other Secured Party.

#### **6.2 No Security**

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

**6.3 Ownership of Charged Investments**

It is the sole legal and beneficial owner of all the Charged Securities.

**6.4 Charged Securities fully paid**

The Charged Securities are fully paid.

**6.5 Entire share capital**

The Charged Securities constitute the entire share capital of the Obligors.

**6.6 Status**

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

**6.7 Binding obligations**

Subject to the Legal Reservations:

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

**6.8 Non-conflict with other obligations**

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

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

**6.9 Power and authority**

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

**6.10 Validity and admissibility in evidence**

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
  - (b) to make this Deed admissible in evidence in its jurisdiction of incorporation,
- have been obtained or effected and are in full force and effect.

**6.11 Governing law and enforcement**

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

**6.12 Insolvency**

No:

- (a) corporate action, legal proceeding or other procedure or step described in clause 25.7 (*Insolvency proceedings*) of the Facilities Agreement ; or
- (b) creditor's process described in clause 25.8 (*Creditor's process*) of the Facilities Agreement,

has been taken or threatened in relation to it and none of the circumstances described in clause 25.6 of the Facilities Agreement (*Insolvency*) applies to it (in each case, as if it was one of the entities specifically mentioned in such clause).

**6.13 No proceedings pending or threatened**

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

**6.14 Ranking**

This Security has a first ranking priority and is not subject to any prior ranking or pari passu Security.

**6.15 Centre of main interest and establishments**

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

## **6.16 Time when representations made**

All the representations and warranties in this clause 6 are deemed to be made by the Chargor on the date of this Deed and (except for the representation in clause 6.12 (*Insolvency*)) are also deemed to be made by the Chargor on:

- (a) the date of each Utilisation Request;
- (b) on each Utilisation Date; and
- (c) the first day of each Interest Period.

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

## **7. UNDERTAKINGS BY THE CHARGOR**

### **7.1 Negative pledge and disposals**

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

- (a) create or permit to subsist any Security over any Security Asset except as created by this Deed; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset; or
- (c) take or permit the taking of any action which may result in:
  - (i) the rights attaching to any Charged Investment being altered; or
  - (ii) further shares in an Obligor being issued.

### **7.2 Protection of security**

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

- (a) deposit with the Security Agent (or as the Security Agent may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and
- (b) execute and deliver to the Security Agent:
  - (i) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
  - (ii) such other documents as the Security Agent shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title

to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).

### **7.3 Notification**

The Chargor shall:

- (a) notify the Security Agent within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Charged Investments by any competent authority; and
- (b) (if required by the Security Agent) immediately provide it with a copy of the same and either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to it as the Security Agent may require or approve.

### **7.4 Compliance with laws and obligations**

The Chargor shall comply with:

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

### **7.5 Calls**

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

### **7.6 Companies Act 2006**

- (a) The Chargor shall not nominate another person to enjoy or exercise all or any of its specified rights in relation to any Charged Investment, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (b) Without limiting its obligation under clause 7.7(b), the Chargor shall promptly copy to the Security Agent and comply with all requests for information within its knowledge relating to the Charged Investments and which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public company or under any similar provision contained in any articles of association or other constitutional document of the relevant company or relating to the Charged Investments and if it fails to do so the Security Agent may provide such information as it may have on behalf of the Chargor.

### **7.7 General provisions relating to the Charged Investments**

- (a) The Chargor shall not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Charged Investments.

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

## **8. RIGHTS OF THE PARTIES IN RESPECT OF CHARGED INVESTMENTS**

### **8.1 Dividends and voting rights**

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

- (a) receive and retain all dividends, distributions and other monies paid on or derived from the Charged Securities; and
- (b) exercise all voting and other rights and powers attaching to the Charged Securities, provided that it must not do so in a manner which:
  - (i) has the effect of changing the terms of the Charged Securities (or any class of them) or of any Related Rights; or
  - (ii) is prejudicial to the interests of any Secured Party under this Deed.

### **8.2 Authority to complete transfers**

At any time following either i) an Event of Default which has occurred and is continuing and/or ii) a demand for payment has been made by an Ancillary Lender under an Ancillary Document but has not been paid within any relevant grace period, the Security Agent may complete the instrument(s) of transfer for all or any Charged Securities on behalf of the Chargor in favour of itself or such other person as it may select.

### **8.3 Exoneration of the Security Agent**

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

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

## **9. POWER TO REMEDY**

### **9.1 General power to remedy**

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



(including entering into any property of the Chargor) which are necessary or desirable to rectify that default.

## **9.2 Mortgagee in possession**

The exercise of the powers of the Security Agent under this clause 9 shall not render it or any other Secured Party liable as a mortgagee in possession.

## **9.3 Monies expended**

The Chargor shall pay to the Security Agent on demand any monies which are expended by the Security Agent in exercising its powers under this clause 9, together with interest at the Default Rate from the date on which those monies were expended by the Security Agent (both before and after judgment) and otherwise in accordance with clause 24 (*Default interest*).

# **10. WHEN SECURITY BECOMES ENFORCEABLE**

## **10.1 When enforceable**

This Security shall become immediately enforceable upon

- (a) the occurrence of an Event of Default; or
- (b) following the notification of cancellation or a demand for payment by an Ancillary Lender under an Ancillary Document (served following a default or otherwise, and which is not paid following the expiry of any applicable grace period).

## **10.2 Statutory powers**

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

- (a) the occurrence of any Event of Default; or
- (b) following the notification of cancellation or a demand for payment by an Ancillary Lender under an Ancillary Document (served following a default or otherwise, and which is not paid following the expiry of any applicable grace period).

## **10.3 Enforcement**

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

# **11. ENFORCEMENT OF SECURITY**

## **11.1 General**

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

## 11.2 Powers of Security Agent

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

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

## 11.3 Redemption of prior security

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

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

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

## 11.4 Privileges

- (a) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Security Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 11.4(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Security Agent reasonably determines having

taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

#### **11.5 No liability**

- (a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable:
  - (i) in respect of all or any part of the Charged Investments; or
  - (ii) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 11.5(a), neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

#### **11.6 Protection of third parties**

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

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document or any Ancillary Document; or
- (d) how any money paid to the Security Agent or to the Receiver is to be applied.

### **12. RECEIVER**

#### **12.1 Removal and replacement**

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

#### **12.2 Multiple Receivers**

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

### **12.3 Remuneration**

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

### **12.4 Payment by Receiver**

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

### **12.5 Agent of Chargor**

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

## **13. POWERS OF RECEIVER**

### **13.1 General powers**

Any Receiver shall have:

- (a) all the powers which are conferred on the Security Agent by clause 11.2 (*Powers of Security Agent*)
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not it is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

### **13.2 Additional powers**

In addition to the powers referred to in clause 13.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets as he thinks fit;
- (c) to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

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

#### **14. APPLICATION OF PROCEEDS AND INTERCREDITOR DEED**

##### **14.1 Application**

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

- (a) *first* in satisfaction of, or provision for, all costs, charges and expenses incurred and payments made by the Security Agent, any other Secured Party or any Receiver and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) *secondly* in or towards the satisfaction of the remaining Secured Obligations in accordance with clause 14.3 (*Appropriation, Intercreditor Deed and suspense account*); and
- (c) *thirdly* in payment of any surplus to the Chargor or other person entitled to it.

## **14.2 Contingencies**

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

## **14.3 Appropriation, Intercreditor Deed and suspense account**

- (a) Subject to the Intercreditor Deed and clause 14.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by the Chargor.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Deed may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent may determine without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations).

## **15. DELEGATION**

Each of the Security Agent and any Receiver may delegate by power of attorney (or in any other manner) to any person any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **16. FURTHER ASSURANCES**

### **16.1 Further action**

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

- (a) creating, perfecting or protecting the Security intended to be created by this Deed;

- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents, the Ancillary Documents or by law.

This includes:

- (i) the re-execution of this Deed;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

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

## **16.2 Finance Documents and Ancillary Documents**

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

## **16.3 Specific security**

Without prejudice to the generality of clause 16.1 (*Further action*), the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed.

## **17. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under clause 16 (*Further assurances*). The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 17.

## **18. PAYMENTS**

### **18.1 Payments**

Subject to clause 18.2 (*Gross-up*), all payments to be made by the Chargor in respect of this Deed shall be:

- (a) made in immediately available funds to the credit of such account as the Security Agent may designate; and

- (b) calculated and be made without (and free and clear of, and without any deduction for, or on account of):
  - (i) any set-off or counterclaim; or
  - (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax.

## **18.2 Gross-up**

If the Chargor is compelled by law to make any deduction or withholding from any sum payable under this Deed to any Secured Party, the sum so payable by the Chargor shall be increased so as to result in the receipt by such Secured Party of a net amount equal to the full amount expressed to be payable under this Deed.

## **19. STAMP DUTY**

The Chargor shall:

- (a) pay all present and future stamp duty, registration and similar Taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection with it; and
- (b) indemnify each Secured Party on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges.

## **20. COSTS AND EXPENSES**

### **20.1 Transaction and amendment expenses**

The Chargor shall promptly on demand pay the Security Agent for the account of the relevant Secured Parties the amount of all costs and expenses (including legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) reasonably incurred by any of them in connection with

- (a) the negotiation, preparation, printing, execution, registration, perfection and completion of this Deed, the Security constituted by or pursuant to this Deed or any document referred to in this Deed; or
- (b) any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.

### **20.2 Enforcement and preservation costs**

The Chargor shall within three Business Days of demand pay to each Secured Party and any Receiver the amount of all costs and expenses (including legal fees (and any VAT or similar Tax thereon)) incurred by any of them:

- (a) in contemplation of, or otherwise in connection with, the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any rights under this Deed or any document referred to in this Deed or the Security constituted by or pursuant to this Deed (including all remuneration of the Receiver); and



- (b) any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Security constituted by or pursuant to this Deed or enforcing these rights.

### **20.3 Default interest**

Any amount demanded under clauses 20.1 (*Transaction and amendment expenses*) or 20.2 (*Enforcement and preservation costs*) shall bear interest at the Default Rate (both before and after judgment) from the day on which those costs, charges or expenses were paid, incurred or charged by the relevant person and otherwise in accordance with clause 10.3 of the Facilities Agreement (*Default interest*).

## **21. CURRENCIES**

### **21.1 Conversion**

All monies received or held by the Security Agent or any Receiver under this Deed may be converted from their existing currency into such other currency as the Security Agent or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Lender's spot rate of exchange. The Chargor shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

### **21.2 Currency indemnity**

No payment to the Security Agent (whether under any judgment or court order or in the liquidation, administration or dissolution of the Chargor or otherwise) shall discharge the obligation or liability of an Obligor or of an Ancillary Borrower or the Chargor in respect of which it was made, unless and until the Security Agent shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against an Obligor, an Ancillary Borrower or the Chargor and shall be entitled to enforce the Security constituted by or pursuant to this Deed to recover the amount of the shortfall.

## **22. CHANGES TO THE PARTIES**

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

## **23. INDEMNITY**

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

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

## **24. DEFAULT INTEREST**

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate and in the manner agreed in the Facilities Agreement. Default interest will accrue from day to day and will be compounded at such intervals as the Security Agent (acting on the instructions of the Lender) states are appropriate.

## **25. MISCELLANEOUS**

### **25.1 New accounts**

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

### **25.2 Tacking**

This Deed secures advances already made and further advances to be made by any Finance Party or Ancillary Lender.

## **26. THIRD PARTY CLAUSES**

### **26.1 Waiver of defences**

The obligations of the Chargor under this Deed shall not be discharged, impaired or otherwise affected by an act, omission, matter or thing which, but for this clause 26.1, would reduce, release or prejudice any of its obligations, or the Security intended to be granted, under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor, Ancillary Borrower or other person;

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

## **26.2 Chargor intent**

Without prejudice to the generality of clause 26.1 (*Waiver of defences*), the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents or any Ancillary Document and/or any facility or amount made available under any of the Finance Documents or any Ancillary Document for the purposes of or in connection with any of the following: property acquisitions of any nature; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variations or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

## **26.3 Immediate recourse**

The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before exercising any right under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document or any Ancillary Document to the contrary.

## **26.4 Application**

Until the Secured Obligations have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may refrain from applying or enforcing any other monies, Security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees

fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same.

## **26.5 Deferral of Chargor's rights**

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

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

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

## **27. NOTICES**

### **27.1 Communications in writing**

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

### **27.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address, fax number or department or officer as the Party may notify to the other Party by not less than five Business Days' notice.

### **27.3 Delivery**

- (a) Subject to clause 27.3(b), any communication or document made or delivered by one Party to another under or in connection with this Deed will only be effective:

- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 27.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

### **28. CALCULATIONS AND CERTIFICATES**

Any certificate of or determination by a Secured Party or the Security Agent specifying the amount of any Secured Obligation due from any Obligor, any Ancillary Borrower or 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.

### **29. PARTIAL INVALIDITY**

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

### **30. REMEDIES AND WAIVERS**

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

### **31. AMENDMENTS AND WAIVERS**

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

**32. DISCLOSURE**

Subject to clause 37 (*Confidentiality*) of the Facilities Agreement, the Security Agent and each other Finance Party may disclose to any of its Affiliates, a prospective assignee or transferee or to any other person who may propose entering into contractual relations with the Security Agent or such other Finance Party in relation to the Facilities Agreement Confidential Information about the Chargor in relation to this Deed as the Security Agent or such other Finance Party may consider appropriate.

**33. COUNTERPARTS**

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

**34. RELEASE**

**34.1 Release**

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

**34.2 Reinstatement**

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

**35. GOVERNING LAW**

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

**IN WITNESS** of which this Deed has been duly executed by the Chargor as a deed and duly executed by the Security Agent and has been delivered on the date written at the beginning of this Deed.

**SCHEDULE: DETAILS OF CHARGED SECURITIES**

<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
South Lodge Limited	Ordinary	2,000,000	£2,000,000.00
Fanham's Hall Hotel Limited	Ordinary	2,000,000	£2,000,000.00
Royal Berkshire Hotel Limited (formerly Exclusive Hotels (London) Limited)	Ordinary	2,000,000	£2,000,000.00



EXECUTION PAGE

THE CHARGOR

Executed as a deed, but not delivered until the )  
date of this Deed, by **THE MANOR HOUSE** )  
**HOTEL (CASTLE COMBE) LIMITED** acting )  
by:

Director

Director/Secretary

  
  
Daniel Pecorelli  
Christine Davies

Address:

Facsimile No:

Attention:



SIGNED by \_\_\_\_\_ for and )  
on behalf of THE ROYAL BANK OF )  
SCOTLAND PLC )

**Address:** 280 Bishopsgate  
London EC2M 4RB

**Facsimile No:** +44 (0)207 672 1693

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