



Registration of a Charge

Company name: **WEST INDIA QUAY (EASTERN) LIMITED**

Company number: **03413441**

Received for Electronic Filing: **08/08/2019**



X8BF2RBL

Details of Charge

Date of creation: **31/07/2019**

Charge code: **0341 3441 0008**

Persons entitled: **HSBC UK BANK PLC**

Brief description:

Contains fixed charge(s).

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.**

Certified by:

GOWLING WLG (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3413441

Charge code: 0341 3441 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2019 and created by WEST INDIA QUAY (EASTERN) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2019 .

Given at Companies House, Cardiff on 9th August 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Private & Confidential

Dated 31 July 2019

THE COMPANIES LISTED IN SCHEDULE 1
(THE CHARGORS)

(1)

AND

HSBC UK BANK PLC
(SECURITY AGENT)

(2)

SECURITY AGREEMENT

relating to the Marriott Hotel West India Quay in
London and the Hilton Hotel Deansgate in
Manchester



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THIS DEED is dated 31 July 2019 and is made

BETWEEN:

- (1) The companies listed in Schedule 1 (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **HSBC UK BANK PLC** (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND:

- (A) The Chargors enter into this Deed in connection with the Facility Agreement (as defined below).
- (B) The directors of each Chargor are satisfied that entering into and performing this Deed is in the best interests, and for the commercial purposes and corporate benefit, of that Chargor's business.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Act	the Law of Property Act 1925;
Accounts	has the meaning ascribed to it in the Facility Agreement;
Borrower	has the meaning ascribed to it in the Facility Agreement and " Borrowers " mean all of them;
Controlled Accounts	each Account of the Chargors, other than the Existing Accounts, the Income Collection Accounts, the General

	Account and the Hotel Accounts;
Development Document	has the meaning ascribed to it in the Facility Agreement;
Default Rate	the rate of interest calculated in accordance with the default interest provisions contained in clause 8.4 (<i>Default Interest</i>) of the Facility Agreement except that references to an Obligor are to be construed as references to a Chargor;
Facility Agreement	the facility agreement dated on or about the date hereof between (among others) the Borrowers, the other Chargors, HSBC UK Bank plc thereto as original lender and the Security Agent;
Hotel	has the meaning ascribed to it in the Facility Agreement;
Hotel Accounts	the FF&E Accounts, the Deansgate Working Capital Account and the Hotel Operating Accounts;
Hotel Manager Duty of Care and Direct Agreement	has the meaning ascribed to it in the Facility Agreement;
Hotel Management Agreement	has the meaning ascribed to it in the Facility Agreement;
Hotel Management Document	has the meaning ascribed to it in the Facility Agreement;
Insurance	each contract or policy of insurance to which a Chargor is a party or in which it has an interest;
Intellectual Property	<p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and all other forms of intellectual property rights and interests; and</p> <p>(b) any other right to use, or application to register or</p>

protect, any of the items listed in paragraph (a) above;

in each case arising or subsisting in any jurisdiction and whether registered or unregistered;

Investments	<p>(a) all shares in any member of the Group (other than itself) owned by a Chargor or held by any nominee or trustee on its behalf including, without limitation, those specified in Schedule 3 (<i>Investments</i>); and</p> <p>(b) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf;</p>
Operating Income	has the meaning ascribed to it in the Facility Agreement;
Mortgaged Property	any freehold or leasehold property included in the definition of Security Asset;
Party	a party to this Deed;
PSC Entity	has the meaning given to it in Clause 6.6(a) (<i>PSC requirements</i>);
PSC Register	a register, maintained by a company, of the people having significant control over it pursuant to Part 21A of the Companies Act 2006;
Receiver	a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed;
Relevant Contract	<p>(a) each Hotel Management Document;</p> <p>(b) any Development Document;</p> <p>(c) any Subordinated Debt Document; or</p> <p>(d) any other document designated as such by the</p>

Security Agent and a Chargor;

Secured Liabilities all present and future obligations and liabilities (whether actual or contingent and whether as principal or surety and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each other Transaction Obligor to any Secured Party on any account whatsoever (including future advances), including without limitation under each Finance Document, except for any obligation which, if it were so included would result in this Deed contravening section 678 or 679 of the Companies Act 2006 together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Secured Parties, including under or in connection with any Finance Document;

Security Asset any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed;

Security Period the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied (acting reasonably) that:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Transaction Obligor pursuant to the Finance Documents.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.

- (b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document (including this Deed, or any other Security Document) or Transaction Document or any other agreement or instrument or deed is, and shall be construed accordingly as, a reference to that Finance Document (including this Deed or any other Security Document) or Transaction Document or other agreement or instrument or deed as it may from time to time be amended, novated, supplemented, extended or restated (whether in respect of maturity thereunder, increasing any amount payable thereunder (including, without limitation, by reason of making further loans or advances to an Obligor or any person) or otherwise), modified and/or replaced (in each case, in whole or in part, however fundamentally, and whether or not so as to impose any new, additional or more onerous obligations on any party thereto, and including changing the basis for calculation of a payment thereunder or refinancing or restructuring any of the indebtedness constituted or secured thereby);
 - (ii) any rights in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
 - (iii) any share, stock, debenture, bond or other security or investment includes:
 - (A) any dividend, interest or other distribution paid or payable;

(B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; and

(C) any other rights,

in each case in respect of that share, stock, debenture, bond or other security or investment; and

(iv) the term **this Security** means any Security created by this Deed.

(d) Each of the mortgages, fixed charges and assignments contained in Clauses 2.2 (*Land*) to 2.11 (*Miscellaneous*) (inclusive) over each category of assets and each asset specified in those Clauses shall be read and construed separately, as though each such category and asset were mortgaged, charged or assigned (as applicable) independently and separately of each other.

(e) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

(f) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

(g) In this Deed:

(i) statements referring to the Security Agent's capacity as agent and/or trustee for itself and the other Finance Parties or Secured Parties; and

(ii) any statements referring to monies, obligations or liabilities owing to, or other rights, benefits or discretions granted or created under this Deed to, or covenants, undertakings or other agreements made in favour of, the Security Agent and/or the Finance Parties or Secured Parties (as the case may be);

are by way of explanation or clarification only and shall not prejudice the meaning of **"Security Agent"** (or **"Finance Parties"**, or **"Secured Parties"**, as the case may be) elsewhere in this Deed where such statements are not made.

- (h) The fact that no, or incomplete, details of any properties are included in the relevant Schedule, does not affect the validity or enforceability of any Security constituted by this Deed.
- (i) **"Secured Liabilities"** includes, for the avoidance of doubt:
 - (i) any refinancing, further advances, novation, deferral, or extension of the facilities under the Finance Documents;
 - (ii) any claim for (A) breach of representation, warranty or undertaking or on any event of default or under any indemnity under or in respect of any Finance Document or (B) damages or restitution;
 - (iii) liabilities which would be treated as such but for the liquidation, administration or dissolution of, or similar event affecting, any Chargor, any other Transaction Obligor, or any other person, including without limitation:
 - (A) any claim as a result of any recovery by any Chargor, or any other person of a payment on the grounds of preference or otherwise; and
 - (B) any amounts which would be included as Secured Liabilities but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any such insolvency, dissolution or other proceedings.
- (j) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (k) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

- (l) Pursuant to, and in accordance with, the definition of "Security Document" in the Facility Agreement, the Parties hereto hereby agree and confirm that this Deed shall be a Finance Document for all purposes.

1.3 Chargors

- (a) A Chargor shall be construed, where appropriate as a reference to all of the persons comprising that Chargor, and (without limitation to the generality of clause 1.3(c)) the obligations of all such persons under this Deed are joint and several.
- (b) Where two or more persons purport to create Security over a Security Asset under this Deed then:
 - (i) where they jointly own the relevant Security Asset, they (or such of them as have the joint interest in the relevant Security Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Security Asset;
 - (ii) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Security Asset; and
 - (iii) each person shall be deemed to have confirmed the Security granted by the others.
- (c) Where there are two or more persons included in the expression the "Chargors", all assignments, charges, agreements, undertakings, covenants, obligations, warranties and representations given, undertaken, made or assumed by the Chargors and expressed to be given by the Chargors, a Chargor or each of the Chargors shall be deemed to have been given, undertaken, made or assumed by them jointly and severally, and shall be construed accordingly.
- (d) Without prejudice to the foregoing, and to the provisions of Clause 18 (*Guarantee and Indemnity*) of the Facility Agreement, the obligations and liabilities of the Chargors (or any of them) under or in connection with the Finance Documents (including this Deed) are joint and several. Accordingly, whilst any of them may make payments under a Finance Document, they shall each be jointly and severally liable whether or not such liability is specifically referred to therein. The failure by any Chargor to perform its

obligations under any Finance Document shall not affect the obligations of the other Chargors and the effectiveness of each Finance Document shall not be revoked or impaired as to any of them by any contingency affecting any other of them or by the revocation or release of any obligations thereunder of any of them or by any time or any indulgence granted to any of them.

1.4 Third Party Rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary, waive, release, assign, novate or otherwise dispose of or deal with all or any of their respective rights or obligations under this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.4(b) above and the provisions of the Third Parties Act.

1.5 Nominee matters

- (a) The WIQ Propcos irrevocably and unconditionally authorise and direct the Nominees to:
 - (i) enter into, and grant, this Deed, and to mortgage and charge the legal and beneficial interest and estate in the Mortgage Property and other Charged Assets vested (or to be vested) in them; and
 - (ii) give good receipt for any monies paid.
- (b) The WIQ Propcos hereby confirms that the Nominees have been authorised on behalf of the WIQ Propcos to execute this Deed.
- (c) Each WIQ Propco hereby irrevocably and unconditionally undertakes to the Security Agent, with immediate effect:

- (i) that if the Security Agent or any Receiver or other officer appointed by the Security Agent or Receiver or on its behalf, sells any of the Mortgaged Property or other Charged Assets in accordance with the rights of the Security Agent under this Deed, any Security Document or at law, it shall, at the request and on the direction of the Security Agent, deliver a valid receipt for the proceeds of sale of such Mortgaged Property or other Charged Assets to any person to whom the Security Agent or any such Receiver or other officer shall so require;
- (ii) to do or effect all acts, matters and things to give effect to this Clause 1.5 and the transactions contemplated hereby and give all consents and waivers in relation thereto and to execute under hand or under seal or become parties to any documents referred to above or arising in the course of any transaction contemplated thereby or in connection therewith in each case as the Security Agent may think fit acting reasonably;
- (iii) that it will not exercise any statutory power of appointing new or additional nominees or other trustees in relation to any Mortgaged Property and Charged Assets except with the prior written consent of the Security Agent or as expressly permitted herein;
- (iv) that it will not agree to any amendment, novation or waiver of any Declaration of Trust, or any of the terms of any appointment of the Nominees without the prior written consent of the Security Agent or as permitted in the Facility Agreement;
- (v) that it will not request or require the Nominees to transfer any of the Mortgaged Property to any other person, other than in accordance with the Finance Documents;
- (vi) that it will not dissolve any trust created pursuant to the Declaration of Trust appointing the Nominees as bare trustees in accordance with its terms in respect of all or any part of any Mortgaged Property;
- (vii) that it will not transfer their beneficial/reversionary interest in any Mortgaged Property save as may be expressly permitted in accordance with the Finance Documents;

- (viii) that it will not require any legal, beneficial and/or reversionary interest and/or title and/or estate in any Mortgaged Property to be sold or make any application or direction for or in relation to any such sale, save as may be expressly permitted in accordance with the Finance Documents;
 - (ix) that it will not give any direction to the Nominees, or otherwise require them to take any action, which would cause the Nominees or any Obligor to be in breach of any of their respective obligations under the Finance Documents; and
 - (x) that it will not, if an Event of Default is continuing, give any direction to the Nominees pursuant to the Declaration of Trust or otherwise in relation to the management or application of any Mortgaged Property without the prior written consent of the Security Agent.
- (d) Each WIQ Propco hereby irrevocably and unconditionally acknowledges and agrees that its rights in respect of any Mortgaged Property would for all purposes be overreached pursuant to an enforcement of the relevant Security constituted by this Deed without any reference to it (and without any recourse to (or warranty from) the Security Agent, or any Receiver or other officer appointed thereby).
- (e) Each Nominee (on behalf of itself and so as to bind any successor bare trustee(s) appointed under the Declaration of Trust from time to time) hereby irrevocably and unconditionally acknowledges and agrees that:
- (i) the Secured Liabilities;
 - (ii) any Security constituted or intended to be constituted by this Deed; and
 - (iii) the rights of the Security Agent to (and to be indemnified out of) the proceeds of disposal, realisation and/or enforcement of any Security Assets;

shall, in each case, rank for all purposes in priority to any present or future rights or remedies that any nominee or other bare trustee(s) appointed under the Declaration of Trust from time to time have or may have (whether by way of lien, trustee/nominee indemnity, at law, under the Declaration of Trust, or otherwise howsoever), and, without limitation to the generality of the foregoing, waives any present or future right of any Nominee or other nominee(s) to claim against or be indemnified out of any

Security Assets, in each case in priority to (or in competition with) the Secured Parties and/or any Receiver or other insolvency officer appointed thereby.

2 CREATION OF SECURITY

2.1 General

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) Each Chargor covenants with the Security Agent to pay interest on the Secured Liabilities (to the extent not otherwise charged pursuant to the Facility Agreement) on demand until full discharge (whether before or after judgement, liquidation, winding-up, bankruptcy or administration (whether out of court or otherwise)), such interest to accrue from day to day (on the basis of a 365 day year) calculated at the Default Rate. The Security Agent may compound interest if it is not paid when due.
- (c) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargors;
 - (iii) is security for the payment and discharge of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (d) If or to the extent that the assignment or charging of any Security Asset is ineffective because of a prohibition on that assignment or charging, the relevant Chargor holds it on trust for the Security Agent.
- (e) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

- (a) Each Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or in any leasehold property now owned by it; this includes the real property (if any) specified in Schedule 2 (Real Property); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph 2.2(a)(i) above by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any monies paid or payable in respect of those covenants.

2.3 Investments

Each Chargor charges by way of a first fixed charge its interest in all its Investments.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.5 Credit balances

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Controlled Account, any amount standing to the credit of any Controlled Account and the debt represented by it.
- (b) Each Chargor charges by way of a first fixed charge all of its rights in respect of the Existing Account, any amount standing to the credit of the Existing Account and the debt represented by it.

- (c) Each Chargor charges by way of a first fixed charge all of its rights in respect of the Income Collection Account, any amount standing to the credit of the Income Collection Account and the debt represented by it.
- (d) Each Chargor charges by way of a first fixed charge all of its rights in respect of the General Account, any amount standing to the credit of the General Account and the debt represented by it.
- (e) Each Chargor charges by way of first fixed date all of its rights in respect of any Hotel Account, any amount standing to the credit of any Hotel Account and any debt represented by it.
- (f) Each Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in clauses 2.5(a) to 2.5(b) above, any amount standing to the credit of any such account and the debt represented by it.

2.6 Book debts etc

Each Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;
- (b) all rights in respect of any Permitted Loan;
- (c) all of its book and other debts;
- (d) all other monies due and owing to it; and
- (e) the benefit of all rights in relation to any item under clauses 2.6(a) to 2.6(d) above.

2.7 Development Documents

To the extent not assigned pursuant to Clause 2.11, each Chargor charges by way of first fixed charge all its rights, title, benefit and interest in, to and under the Development Documents.

2.8 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Insurance.
- (b) To the extent that they have not been effectively assigned under clauses 2.8(a) above, each Chargor charges by way of a first fixed charge all of its rights under any Insurance.

2.9 Hedging

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements (subject and without prejudice to the application of any payment netting or close-out netting provisions prescribed by the terms of such arrangements).

2.10 Other contracts

- (a) Each Chargor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under each Lease Document (including the WIQ Residential Lease);
 - (B) in respect of all Rental Income;
 - (C) under any guarantee of Rental Income contained in or relating to any Lease Document (including the WIQ Residential Lease);
 - (D) under each Development Document other than to the extent that such security assignment of such Development Document would result in a reduction in the number of assignments permitted under such Development Document without first requiring the consent of the relevant counterparty to less than two;
 - (E) in respect of all Operating Income;

- (F) under each Hotel Document;
 - (G) under each other Relevant Contract; and
 - (H) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
- (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (b) To the extent that they have not been effectively assigned under clause 2.10(a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under clause 2.10(a)(i) above.

2.11 Miscellaneous

Each Chargor charges by way of first fixed charge:

- (a) its goodwill;
- (b) its Intellectual Property;
- (c) the benefit of any permissions or other Relevant Consents and any Authorisation (statutory or otherwise) held in connection with any Hotel or any use of any Security Asset, and all rights to recover and receive all compensation which may at any time become payable to a Chargor under the Licensing Act 1964, the Licensing Act 2003 or any similar legislation;
- (d) the right to recover and receive compensation which may be payable to it in respect of any permissions, Relevant Consents or Authorisation referred to in clause 2.11(c) above;
- (e) all chattels hired, leased or rented by it or on its behalf to or from any person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other Security for the performance of the obligations of any person under or in respect of such contract;

- (f) any letter of credit or similar issued in favour of it, and all bills of exchange and other negotiable instruments held by it;
- (g) any beneficial interest, claim or entitlement in any pension fund;
- (h) its uncalled capital; and
- (i) the benefit of all rights in relation to any item under clauses 2.11(a) to 2.11(h) above.

2.12 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this Clause 2.12 (*Floating Charge*) into a fixed charge as regards any of the Chargors' assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.12 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.12 (*Floating Charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets if:

- (i) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of that Chargor;
 - (ii) if any step is taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of a Chargor over all or any part of its assets, or if such person is appointed;
 - (iii) if a Chargor takes any step to create Security over all or any of the Security Assets in breach of Clause 3.1 (*Security*) and/or dispose of any Security Asset in breach of Clause 3.2 (*Disposals*);
 - (iv) on the crystallisation of any other floating charge over the Security Assets; and
 - (v) if any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any Security Asset.
- (e) The floating charge created by this Clause 2.12 (*Floating Charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and warranties

Each Chargor makes the representations and warranties set out in this clause 3 to the Security Agent.

3.2 The Investments

- (a) The Chargors are the sole, absolute legal and beneficial owners of the Investments and no person save the Chargors has any right or interest of any sort whatsoever in or to the Investments (including, without limitation, any right as nominee pursuant to section 145 of the Companies Act 2006).
- (b) There are no agreements or arrangements (including any restrictions on transfer or rights of pre-emption) affecting the Investments in any way or which would or might in

any way fetter or otherwise prejudice the rights of any Chargor or any mortgagee of the Investments or any Receiver.

- (c) The Investments are duly authorised, validly issued, fully paid and are not subject to any purchase right.
- (d) Each Chargor has complied with and/or served all requisite notices relating to all or any of the Investments pursuant to sections 790D and 790E of the Companies Act 2006, such that there are no restrictions on the sale or transfer of all or any of the Investments to the Security Agent (or any other entity appointed by it).
- (e) No Chargor has received any:
 - (i) warning notice under paragraph 1(2) of Schedule 1B of the Companies Act 2006 or has received but responded to such notice, and
 - (ii) restrictions notice under paragraph 1(3) of Schedule 1B of the Companies Act 2006, nor has it received but responded to such notice, such that any such notice has been withdrawn by the relevant PSC Entity;

in respect of all or any of the Investments, and there are no restrictions on the sale or transfer of all or any of the Investments to the Security Agent (or any entity appointed by it).

- (f) There are no restrictions on the sale or transfer of all or any of the Investments under the articles of association or other constitutional or organisational documents of the person in which the Investments are held.

3.3 Stamp duty

No stamp or registration duty or similar tax or charge is payable in its jurisdiction of incorporation in respect of this Deed or the share transfer instruments to be delivered pursuant to Clause 6.1 (*Deposit*) of this Deed.

3.4 No Security

The Security Assets are free from any Security (other than the Security created under this Deed) and restrictions and onerous covenants (other than those set out in the property report supplied as a condition precedent under the Facility Agreement).

3.5 Times for making representations and warranties

The representations and warranties in clauses 3.2 to 3.4 are made by the Chargors on the date of this Deed and are deemed to be repeated on each day during the Security Period on which representations are deemed to be repeated under the Facility Agreement with reference to the facts and circumstances existing at the time of repetition.

4 GENERAL UNDERTAKINGS

4.1 Compliance with laws in respect of Security Assets

Each Chargor shall comply in all respects with all laws to which it and/or the Security Assets may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect or could, or could reasonably be expected to, result in criminal sanctions being imposed on any Party.

4.2 Security

Except as expressly allowed under the Facility Agreement or this Deed, a Chargor must not create or permit to subsist any Security on any Security Asset.

4.3 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, a Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer, loan, or otherwise dispose of all or any part of any Security Asset or enter into an agreement to make any such disposal.

4.4 Preservation of Security Assets

No Chargor shall do, or permit to be done, any act or thing that could reasonably be expected to depreciate, jeopardise or otherwise prejudice the security held by the Security Agent, or materially diminish the value of any of the Security Assets or the effectiveness of the Security created by this Deed.

5 LAND

5.1 Notices to Tenants

Each Chargor (as applicable) must at the direction of the Security Agent from time to time:

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Form of Letter for Occupational Tenants), on each tenant or other occupier (and its surety, if applicable) of the Mortgaged Property; and
- (b) deliver to the Security Agent a certified copy of each notice; and
- (c) use its reasonable endeavours to ensure that each such tenant or occupier acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Form of Letter for Occupational Tenants*).
- (d) Without prejudice to the foregoing, each Chargor shall, on the date of this Deed, provide the Security Agent with such notices in respect of the WIQ Residential Lease in existence on such date, and the Security Agent is hereby irrevocably and unconditionally authorised to complete and deliver the same to the relevant tenants and occupiers.

5.2 Acquisitions

If a Chargor acquires any freehold or leasehold property in England and Wales after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) immediately on request by the Security Agent and at the cost of the Chargors, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require; and
- (c)
 - (i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and

- (ii) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

5.3 Land Registry

- (a) Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any of its Mortgaged Property registered at the Land Registry:
 - (i) "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of HSBC UK BANK PLC referred to in the charges register or their conveyancer. (Standard Form P)".
- (b) Each Chargor consents to the registration of a notice against the Register of Title relating to any Mortgaged Property registered at the Land Registry that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

5.4 Deposit of Title Deeds

Each Chargor must immediately upon execution of this Deed and upon acquisition of any property referred to in Clause 5.2 (*Acquisitions*):

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property held by it on or after the date of this Deed (the "Title Documents");
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Security Agent for that purpose.

6 INVESTMENTS

6.1 Deposit

Each Chargor must immediately:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Security Agent (or to its nominee) all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments upon enforcement of the Security under this Deed.

6.2 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of a Chargor. The relevant Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 6.2 (*Calls*) together with interest at the Default Rate from the date of payment by the Security Agent up to and including the date of reimbursement by a Chargor.

6.3 Other Obligations in Respect of Investments

- (a) Each Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of any Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.

- (c) The Security Agent is not obliged to:
- (i) perform any obligation of any Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed;
- in respect of any of its Investments.

6.4 Dealings with Investments

No Chargor shall:

- (a) permit any person other than the relevant Chargor or the Security Agent (or nominee or agent of the Security Agent) to be registered as holder of all or any part of the Investments;
- (b) other than as expressly permitted by the Facility Agreement, take or permit the taking of any action which may result in: (i) the rights attaching to any of the Security Assets being altered; (ii) further shares in any person in which the Investments are held being issued; and/or (iii) any Investments being consolidated, sub-divided or converted;
- (c) other than as expressly permitted by the Facility Agreement, amend the constitutional documents of any person in which the Investments are held;
- (d) take or permit the taking of any action which results in the redomiciliation of any person in which the Investments are held to a jurisdiction other than England and Wales;
- (e) raise any objection to the transfer of the Investments pursuant to the enforcement by the Security Agent of any of its rights under this Deed; nor

- (f) permit any other shares in any person in whom a Chargor has any Investments to be re-organised, exchanged or repaid, nor any rights attached to them to be varied or amended.

6.5 Voting Rights

- (a) Before this Security becomes enforceable under Clause 6.5(c):
 - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (A) by the Chargors provided that it does not exercise the same in a way which may, in the opinion of the Security Agent, be prejudicial to the interests of any Secured Party under the Finance Documents or which varies the rights attaching to or conferred by the Investments in a way which could reasonably be expected to adversely affect the interests of any Secured Party; or
 - (B) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and
 - (ii) all dividends, distributions or other income paid or payable in relation to any Investments in accordance with the Facility Agreement must be paid into the relevant Debt Service Account.
- (b) Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of that Chargor.
- (c) After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the Chargors) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6.6 PSC Requirements

- (a) Each Chargor shall procure that the person in which the Investments are held (the "PSC Entity") has put a PSC Register in place.
- (b) Each Chargor shall comply with all requests for information which are made under the Companies Act 2006 (including, without limitation, under sections 790D and 790E of the Companies Act 2006) relating to all or any part of the Investments and shall promptly provide copies of the same to the Security Agent. If it fails to do so, the Security Agent may elect to provide such information as they may have on behalf of the relevant Chargor.
- (c) If the relevant Chargor has not received any requests for information which are made under the Companies Act 2006 (including, without limitation, under sections 790D and 790E of the Companies Act 2006) relating to all or any part of the Investments, in accordance with section 790G of the Companies Act 2006, it shall notify the PSC Entity of its status as a registrable person on the PSC Register in relation to that PSC Entity.
- (d) Each Chargor shall comply with all applicable requirements under sections 790D, 790E and 790G of the Companies Act 2006 and shall promptly provide to the Security Agent copies of any such notices, requests for information or responses to notices or requests for information (as the case may be).

7 ACCOUNTS

7.1 General

In this Clause 7, "Account Bank" means a person with whom an Account is maintained under the Facility Agreement.

7.2 Book Debts and Receipts

- (a) Each Chargor must get in and realise its:
 - (i) Rental Income, Operating Income and any other amounts due from tenants or any other occupiers of its Mortgaged Property, and from any Hotel Manager or otherwise from the Hotels; and

- (ii) book and other debts and other monies due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into a Controlled Account if required in accordance with clause 7.2(b) below) on trust for the Security Agent.

- (b) Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into a Controlled Account in accordance with the Facility Agreement.

7.3 Notices of Charge

Each Chargor must (where the Account Bank is not the Security Agent):

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 5 (*Form of Letter for Account Bank*), on each Account Bank and deliver to the Security Agent a certified copy of that notice; and
- (b) use all reasonable endeavours to ensure that the relevant Account Bank acknowledges the notice substantially in the form of Part 2 of Schedule 5 (*Form of Letter for Account Bank*).

8 HEDGING

Each Chargor must:

- (a) immediately after the execution of this Deed or immediately after the execution of any Hedging Agreement entered into after the date of this Deed (as the case may be) serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (*Form of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement; and
- (b) use all reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Form of Letter for Hedge Counterparty*).

9 INSURANCES

Each Chargor must:

- (a) immediately after the execution of this Deed or immediately after the execution or entry into of any Insurance entered into after the date of this Deed (as the case may be) serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 7 (Form of Letter for Insurers), on each counterparty to an Insurance and deliver to the Security Agent a certified copy of that notice; and
- (b) use all reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (Form of Letter for Insurers).

10 OTHER CONTRACTS

Each Chargor must, at the request of the Security Agent:

- (a) immediately after the execution of this Deed or immediately after the execution or entry into of any relevant contract entered into after the date of this Deed (as the case may be) serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 8 (Form of Letter for Other Contracts), on each counterparty to a contract listed in Clause 2.10 (Other Contracts) and deliver to the Security Agent a certified copy of that notice; and
- (b) use its reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 8 (Form of Letter for Other Contracts).

11 WHEN SECURITY BECOMES ENFORCEABLE

11.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

11.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

11.3 Statutory Powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

12 ENFORCEMENT OF SECURITY

12.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

12.2 No Liability as Mortgagee in Possession

Neither the Security Agent nor any Receiver will 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.

12.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

12.4 Protection of Third Parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

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

12.5 Redemption of Prior Mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargors.
- (b) The Chargors must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

12.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

12.7 Financial Collateral

- (a) To the extent that the Security Assets constitute "Financial Collateral" and this Deed and the obligations of the Chargors 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 (the "Regulations")), the Security Agent will 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 Liabilities.
- (b) Where any Financial Collateral is appropriated:
 - (i) in the case of cash, the amount standing to the credit of each bank account in the name of the relevant Chargor as the same may be secured hereunder, together with any accrued but unpaid interest, at the time the right of appropriation is exercised;
 - (ii) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (iii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the Financial Collateral appropriated to its use.

- (c) To the extent that any of the Security Assets constitute Financial Collateral, each Chargor hereby agrees that such Security Assets shall be held or re-designated so as to be under the control of the Security Agents for the purposes of the Regulations.

12.8 Preservation of Security

- (a) **Confirmations**

Each Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (i) acquisitions of any nature;
- (ii) increasing working capital;
- (iii) enabling investor distributions to be made;
- (iv) carrying out restructurings;
- (v) refinancing existing facilities;
- (vi) refinancing any other indebtedness;
- (vii) making facilities available to new (or existing) borrowers;
- (viii) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (ix) any fees, costs and/or expenses associated with any of the foregoing.

(b) Immediate recourse

Each 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 claiming from any Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

(c) Appropriations

During the Security Period each Secured Party may:

- (i) refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 15 (Application of Proceeds), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (ii) hold in an interest-bearing suspense account any monies received from a Chargor or on account of the Secured Liabilities.

(d) Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Finance Party.

13 RECEIVER

13.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor or any of its directors so requests to the Security Agent at any time.
- (b) Any appointment under clause 13.1(a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

13.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

13.4 Agent of the Chargors

- (a) A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

14 POWERS OF RECEIVER

14.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 14 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

14.3 Carry on Business

A Receiver may carry on any business of a Chargor in any manner he/she thinks fit.

14.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by a Chargor.

14.5 Borrow Money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

14.6 Sale of Assets

- (a) A Receiver may dispose of, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargors.

14.7 Leases

A Receiver may let or licence any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

14.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of a Chargor or relating in any way to any Security Asset.

14.9 Legal Actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

14.10 Receipts

A Receiver may give a valid receipt for any monies and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

14.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

14.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

14.13 Lending

A Receiver may lend money or advance credit to any person.

14.14 Landlord and Tenant

A Receiver may make allowances to and rearrangements with any lessees, tenants or other persons from whom any rents and profits may be receivable and to exercise any powers and provisions conferred on a landlord or tenant.

14.15 Insurance

A Receiver may negotiate, liaise or agree any matters with the insurer(s) of any Property in respect thereof, and/or take any step or action in connection with:

- (a) the application of any insurance proceeds under the Insurances;
- (b) the reinstatement of any Mortgaged Property;
- (c) the operation and management of each Hotel; and/or
- (d) any matters or actions ancillary thereto.

14.16 Investments

A Receiver may exercise all voting and other rights attaching to the Investments.

14.17 Appoint Co-Trustee

A Receiver may appoint a second trustee or co-trustee of all or any part of the Security Assets.

14.18 Protection of Assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

14.19 Hotel Manager Duty of Care and Direct Agreements

A Receiver may, in each case as he sees fit, exercise all rights, powers and discretions (whether of a Chargor or as are expressly or by implication vested in him) under the Hotel Manager Duty of Care and Direct Agreement.

14.20 Other Powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

15 APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 15:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

16 EXPENSES AND INDEMNITY

16.1 Transaction Expenses

Each Chargor must:

- (a) immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

16.2 Enforcement Costs

Each Chargor shall:

- (a) immediately on demand, pay to each Secured Party the amount of all costs and expenses (including legal fees, valuers' fees, and consulting and other professional

fees) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, this Deed and with any proceedings instituted by or against the Security Agent as a consequence of it entering into this Deed, taking or holding this Security, or enforcing those rights; and

- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

16.3 Default Rate

Each Chargor shall pay interest at the Default Rate on the sums payable under this Clause 16 from the date on which the liability was incurred to the date of actual payment (both before and after judgement).

17 DELEGATION

17.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

17.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

17.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

18 FURTHER ASSURANCES

18.1 Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:

- (a) creating, perfecting or protecting any security over any Security Asset; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

18.2 The action that may be required under Clause 18.1 above includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
- (b) 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 consider necessary or desirable.

19 POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of that Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 19.

20 MISCELLANEOUS

20.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

20.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

20.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with a Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

20.4 Time Deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

20.5 Security Agent Provisions

(a) The Security Agent shall hold:

- (i) the Security Assets and the Security constituted by this Deed;
- (ii) all undertakings, rights, title, interests, monies and other assets contained in, constituted by or received or recovered by the Security Agent under or in connection with, this Deed; and
- (iii) the benefit of all rights, obligations, covenants, representations or warranties, and undertakings made in favour of the Security Agent under this Deed;

in each case in trust for the benefit of the Secured Parties on the terms and subject to the conditions set out in this Deed and the Finance Documents.

- (b) The replacement, resignation or retirement of the person for the time being acting as Security Agent, and the appointment of any successor, shall in no way prejudice: (a) the Security created or intended to be created by the Security Documents (including this Deed); (b) the obligations of Transaction Obligors (including the Chargors) under the Finance Documents (including this Deed); (c) the rights, powers and remedies of the Security Agent and/or the other Secured Parties under the Finance Documents (including this Deed); nor (d) the trust established pursuant to this Deed and the other Finance Documents.

20.6 Assignment

- (a) No Chargor may assign, transfer, novate or otherwise dispose of, or declare any trust of, any of its rights and/or obligations under this Deed. This Deed shall be binding on the successors, transferees or assigns of each Chargor.
- (b) The Security Agent may at any time assign, transfer, novate, charge or otherwise dispose of all or any of its rights and benefits under this Deed to any person to whom it may assign, transfer, charge or otherwise dispose of all or any part of its rights and benefits under the Facility Agreement. The Security Agent may at any time resign or retire as Security Agent in accordance with the terms of the Facility Agreement (and the appointment of any successor or replacement shall be governed by the terms of the Facility Agreement).

20.7 Notice to Chargors

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by a Chargor to any Transaction Obligor and contained in any other Security Document.

21 RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargors, take whatever action is necessary to release its Security Assets from this Security.

22 CALCULATIONS AND CERTIFICATES

22.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Security Agent or any other Secured Party are prima facie evidence of the matters to which they relate.

22.2 Certificates and Determinations

Any certification or determination by any Secured Party of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

23 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability 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.

24 REMEDIES AND WAIVERS

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

25 COUNTERPARTS

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

26 GOVERNING LAW AND ENFORCEMENT

26.1 Law

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

26.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) Notwithstanding Clause 26.2(a), no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

Chargors

Name of Chargors	Jurisdiction of Registered Incorporation	Registered number
Yianis Docklands Hotels Limited	England and Wales	05809378
Blue Manchester Limited	England and Wales	07408603
West India Quay (Eastern) Limited	England and Wales	03413441
WIQ Hotel Corporation Limited	England and Wales	03433156
West India Quay Development Company (Eastern) Limited	England and Wales	03290047
No.1 West India Quay (Commercial) Limited	England and Wales	04254128
No.1 West India Quay (Residential) Limited	England and Wales	04231601

SCHEDULE 2

Real Property

Chargors	Property Description	Freehold/ Leasehold	Land Registry number
Blue Manchester Limited	The Hilton Hotel Deansgate, 303 Deansgate Manchester M3 4LQ	leasehold	MAN67742
West India Quay Development Company (Eastern) Limited and No.1 West India Quay (Commercial) Limited as registered proprietors, and as nominees on trust for, West India Quay (Eastern) Limited and WIQ Hotel Corporation Limited	Marriott Hotel West India Quay, 22 Hertsmere Road, Canary Wharf London E14 4ED	Freehold	EGL388976
No. 1 West India Quay (Residential) Limited	the land and premises known as Marriott Hotel West India Quay, 22 Hertsmere Road, Canary Wharf London E14 4ED demised by the Residential Lease	leasehold	EGL475068

SCHEDULE 3

Investments

Company	Shares	Number
West India Quay (Eastern) Limited (registered number 03413441 (England and Wales))	ordinary A shares ordinary B shares ordinary C shares	1500 ordinary A shares 2650 ordinary B shares 1350 ordinary C shares
WIQ Hotel Corporation Limited (registered number 03433156 (England and Wales))	ordinary shares	2
West India Quay Development Company (Eastern) Limited (registered number 03290047 (England and Wales))	ordinary shares	2
No. 1 West India Quay (Residential) Limited registered number 04231601 (England and Wales))	ordinary shares	2
No. 1 West India Quay (Commercial) Limited (registered number 04254128 (England and Wales))	ordinary shares	2

SCHEDULE 4

Form of Letter for Occupational Tenants

Part 1

Notice to Occupational Tenant

To: [Occupational tenant]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs

Re: [Property address]

Security Agreement dated [●] 2019 between Yianis Docklands Hotels Limited, Blue Manchester Limited, West India Quay (Eastern) Limited, WIQ Hotel Corporation Limited and West India Quay Development Company (Eastern) Limited (the "Chargors") and HSBC UK Bank plc as Security Agent (the "Security Agreement")

We refer to the lease dated [●] and made between [●] and [●] (the "Lease").

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to HSBC UK Bank plc (as security trustee for the Secured Parties as referred to in the Security Agreement, the "Security Agent") all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice [(which notice may also be served alongside this notice)] from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

We irrevocably instruct and authorise you (notwithstanding any previous instructions which we or any hotel manager on our behalf may have given to the contrary), until you receive notice from the Security Agent to the contrary, to pay all rent and all other monies payable by you under the Lease to our account with the Security Agent at [●], Account No. [●], Sort Code [●]] (or such other account as the Security Agent may notify from time to time)).

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at Level 6, 71 Queen Victoria Street, London EC4V 4AY for the attention of Terence Pearce with a copy to us.

Yours faithfully

.....
(Authorised signatory)
[Insert details of Chargor]

Part 2

Acknowledgement of Occupational Tenant

To: [Security Agent] (as Security Agent)

Attention: []

[Date]

Dear Sirs

Re: [Property address]

Security Agreement dated [] 2019 between Yianis Docklands Hotels Limited, Blue Manchester Limited, West India Quay (Eastern) Limited, WIQ Hotel Corporation Limited and West India Quay Development Company (Eastern) Limited (the "Chargors") and HSBC UK Bank plc as Security Agent (the "Security Agreement")

We confirm receipt from [[relevant] Chargor[s]] (the "Chargor[s]") of a notice dated [●] (the "Notice") in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor[s] under or in respect of the Lease;
- (c) must pay all rent and all other monies payable by us under the Lease as directed by the Notice; and
- (d) must continue to pay those monies as directed until we receive your written instructions to the contrary.

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

Yours faithfully

.....

For
[Occupational tenant]

SCHEDULE 5

Form of Letter for Account Bank

Part 1

Notice to Account Bank

To: [Account Bank]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs

Security Agreement dated [●] 2019 between Yianis Docklands Hotels Limited, Blue Manchester Limited, West India Quay (Eastern) Limited, WIQ Hotel Corporation Limited and West India Quay Development Company (Eastern) Limited (the "Chargors") and HSBC UK Bank plc as Security Agent (the "Security Agreement")

1 We refer to the following accounts which we hold with you:

(a)

Chargor	Account Name	Sort Code	Account number

as such accounts may from time to time be re-designated or re-numbered (each a **Controlled Account** and together the **Controlled Accounts**); and

(b)

Chargor	Account Name	Sort Code	Account number

as such account[s] may from time to time be re-designated or re-numbered (each a **Non-Blocked Account** and together the **Non-Blocked Accounts**).

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of the Security Agent (as security trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of any account, and any amount standing to the credit of any account maintained by us with you (including the Controlled Accounts and the Non-Blocked Accounts) (the "**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of any Account to the order of the Security Agent;
and
- (d) in respect of any Controlled Account (or any Non-Blocked Account, after a Non-Blocked Account Notice is served), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

Save as specified below, we are not permitted to withdraw any amount from any Accounts other than the Non-Blocked Account without the prior written consent of the Security Agent.

In respect of the Non-Blocked Account, we are permitted to withdraw any amount from the Non-Blocked for any permitted purpose unless and until you receive a notice (a "**Non-Blocked Account Notice**") from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from the Non-Blocked Account without its consent. If and from the date on which you receive any such Non-Blocked Account Notice, we will not be permitted to withdraw any amount from the Non-Blocked Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at Level 6, 71 Queen Victoria Street, London EC4V 4AY for the attention of Terence Pearce with a copy to us.

Yours faithfully

.....
(Authorised signatory)
[Relevant Chargor[s]

Part 2

Acknowledgement of Account Bank

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs

Security Agreement dated [●] 2019 between Yianis Docklands Hotels Limited, Blue Manchester Limited, West India Quay (Eastern) Limited, WIQ Hotel Corporation Limited and West India Quay Development Company (Eastern) Limited (the "Chargors") and HSBC UK Bank plc as Security Agent (the "Security Agreement")

We confirm receipt from [Chargor[s]] (the "Chargor[s]") of a notice dated [●] (the "Notice") of a charge upon the terms of the Security Agreement over all the rights of the Chargor[s] to any amount standing to the credit of any of the [Chargor's/Chargors'] accounts with us (the "Accounts").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;
- (d) will not permit any amount to be withdrawn from any Account other than (unless directed in the Notice) the Non-Blocked Accounts (as defined in the Notice) without your prior written consent; and
- (e) will comply with any notice we may receive from the Security Agent in respect of the Accounts.

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

Yours faithfully

.....
(Authorised signatory)
[Account Bank]

SCHEDULE 6

Form of letter for Hedge Counterparty

Part 1

Notice to Hedge Counterparty

To: [Hedge Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs

Security Agreement dated [●] 2019 between Yianis Docklands Hotels Limited, Blue Manchester Limited, West India Quay (Eastern) Limited, WIQ Hotel Corporation Limited and West India Quay Development Company (Eastern) Limited (the "Chargors") and HSBC UK Bank plc as Security Agent (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to HSBC UK Bank plc (as security trustee for the Secured Parties as referred to in the Security Agreement, the Security Agent) all our rights under any hedging agreements between you and us (the "Hedging Agreements").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Agreements to our account with [the Security Agent] at [●], account number [●], sort code [●].

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at Level 6, 71 Queen Victoria Street, London EC4V 4AY for the attention of Terence Pearce with a copy to us.

Yours faithfully

.....

(Authorised signatory)

[Chargor]

Part 2

Acknowledgement of Hedge Counterparty

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs

Security Agreement dated [] 2019 between Yianis Docklands Hotels Limited, Blue Manchester Limited, West India Quay (Eastern) Limited, WIQ Hotel Corporation Limited and West India Quay Development Company (Eastern) Limited (the "Chargors") and HSBC UK Bank plc as Security Agent (the "Security Agreement")

We confirm receipt from [Chargor] (the "Chargor") of a notice dated [●] (the "Notice") of an assignment upon the terms of the Security Agreement of all the Chargor's rights under the Hedging Agreements (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
- (c) must pay any amount payable by us under the Hedging Agreements to the Chargor's account with [you] at [●], Sort Code [●], Account No. [●]; and
- (d) must accept your instructions in relation to the Chargor's rights under the Hedging Agreements.

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

Yours faithfully

.....
(Authorised signatory)
[Hedge Counterparty]

SCHEDULE 7

Form of Letter for Insurers

PART 1

Notice to Insurer

To: [Insurer]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs

Security Agreement dated [●] 2019 between Yianis Docklands Hotels Limited, Blue Manchester Limited, West India Quay (Eastern) Limited, WIQ Hotel Corporation Limited and West India Quay Development Company (Eastern) Limited (the "Chargors") and HSBC UK Bank plc as Security Agent (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to HSBC UK Bank plc (as security trustee for the Secured Parties as referred to in the Security Agreement, the "Security Agent") all our rights in respect of [insert details of contract of insurance] (the "Insurance").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the

extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at Level 6, 71 Queen Victoria Street, London EC4V 4AY for the attention of Terence Pearce with a copy to us.

Yours faithfully

.....
(Authorised Signatory)
[*Relevant Chargor*]

Part 2

Acknowledgement of Insurer

To: [Security Agent] (as Security Agent)

Copy: [Relevant Chargor]

[Date]

Dear Sirs

Security Agreement dated [●] 2019 between Yianis Docklands Hotels Limited, Blue Manchester Limited, West India Quay (Eastern) Limited, WIQ Hotel Corporation Limited and West India Quay Development Company (Eastern) Limited (the "Chargors") and HSBC UK Bank plc as Security Agent (the "Security Agreement")

We confirm receipt from [Chargor] (the "Chargor") of a notice dated [●] (the Notice) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of *[insert details of the contract of insurance]* (the "Insurance").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully

.....
(Authorised signatory)
[Insurer]

SCHEDULE 8

Form of Letter for Other Contracts

Part 1

Notice to Counterparty

To: [Contract Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs

Security Agreement dated [●] 2019 between Yianis Docklands Hotels Limited, Blue Manchester Limited, West India Quay (Eastern) Limited, WIQ Hotel Corporation Limited and West India Quay Development Company (Eastern) Limited (the "Chargors") and HSBC UK Bank plc as Security Agent (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge] to HSBC UK Bank plc (as security trustee for the Secured Parties as referred to in the Security Agreement, the "Security Agent") all our rights in respect of [insert details of contract] (the "Contract").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at Level 6, 71 Queen Victoria Street, London EC4V 4AY for the attention of Terence Pearce with a copy to us.

Yours faithfully

.....

(Authorised signatory)

[Chargor]

Part 2

Acknowledgement of Counterparty

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs

Security Agreement dated [●] 2019 between Yianis Docklands Hotels Limited, Blue Manchester Limited, West India Quay (Eastern) Limited, WIQ Hotel Corporation Limited and West India Quay Development Company (Eastern) Limited (the "Chargors") and HSBC UK Bank plc as Security Agent (*the "Security Agreement"*)

We confirm receipt from [Chargor] (the Chargor) of a notice dated [●] (the "Notice") of [an assignment by way of security]/[fixed charge] on the terms of the Security Agreement of all the Chargor's rights in respect of [*insert details of the contract*] (the "Contract").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully

.....
(Authorised signatory)
[Contract counterparty]

SIGNATORIES

CHARGORS

EXECUTED as a **DEED** by
YIANIS DOCKLANDS HOTELS LIMITED
acting by
a Director in the presence of witness:

Director

Witness's signature:

Name (BLOCK CAPITALS): *STEVEN JOHN CLINNING*

Address (BLOCK CAPITALS):

Address for notices:

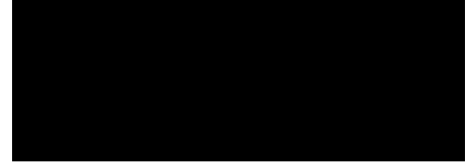
Address: 50 Westferry Circus, Canary Riverside, Canary Wharf, London, E14 8RR
Fax: 020 7519 6006
FAO: Chris Christou/Paul Curtis

EXECUTED as a DEED by
BLUE MANCHESTER LIMITED

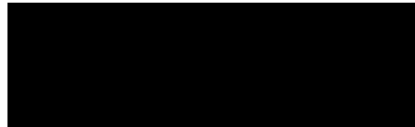
acting by

a Director in the presence of witness:

Director



Witness's signature:



Name (BLOCK CAPITALS): **STEVEN JOHN CLINNING**

Address (BLOCK CAPITALS):



Address for notices:

Address: 50 Westferry Circus, Canary Riverside, Canary Wharf, London, E14 8RR

Fax: 020 7519 6006

FAO: Chris Christou/Paul Curtis

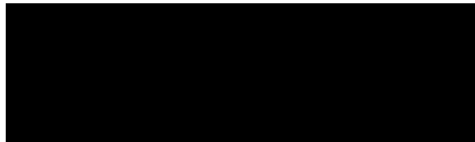
EXECUTED as a DEED by
WEST INDIA QUAY (EASTERN) LIMITED
acting by
a Director in the presence of witness:

Director



in the presence of:

Witness's signature:



Name (BLOCK CAPITALS): STEVEN JOHN CLINNINE

Address (BLOCK CAPITALS):



Address for notices:

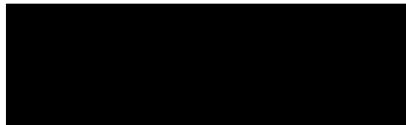
Address: 50 Westferry Circus, Canary Riverside, Canary Wharf, London, E14 8RR
Fax: 020 7519 6006
FAO: Chris Christou/Paul Curtis

EXECUTED as a DEED by
WIQ HOTEL CORPORATION LIMITED
acting by
a Director in the presence of witness:

Director



Witness's signature:



Name (BLOCK CAPITALS): *STEVEN TOMM CLINNING*

Address (BLOCK CAPITALS):



Address for notices:

Address: 50 Westferry Circus, Canary Riverside, Canary Wharf, London, E14 8RR

Fax: 020 7519 6006

FAO: Chris Christou/Paul Curtis

EXECUTED as a DEED by

WEST INDIA QUAY DEVELOPMENT COMPANY (EASTERN) LIMITED

acting by

a Director in the presence of witness:

Director

Witness's signature:

Name (BLOCK CAPITALS): STEVEN JOHN CLINNINE

Address (BLOCK CAPITALS):

Address for notices:

Address: 50 Westferry Circus, Canary Riverside, Canary Wharf, London, E14 8RR

Fax: 020 7519 6006

FAO: Chris Christou/Paul Curtis

EXECUTED as a DEED by
NO. 1 WEST INDIA QUAY (COMMERCIAL) LIMITED
acting by
a Director in the presence of witness:

Director

Witness's signature:

Name (BLOCK CAPITALS): STEVEN JOHN CLINNING

Address (BLOCK CAPITALS):

Address for notices:

Address: 50 Westferry Circus, Canary Riverside, Canary Wharf, London, E14 8RR

Fax: 020 7519 6006

FAO: Chris Christou/Paul Curtis

EXECUTED as a DEED by
NO. 1 WEST INDIA QUAY (RESIDENTIAL) LIMITED
acting by
a Director in the presence of witness:

Director

Witness's signature: (

Name (BLOCK CAPITALS): *STEVEN JOHN CLINNING*

Address (BLOCK CAPITALS):

Address for notices:

Address: 50 Westferry Circus, Canary Riverside, Canary Wharf, London, E14 8RR

Fax: 020 7519 6006

FAO: Chris Christou/Paul Curtis

THE SECURITY AGENT

Executed as a deed by a duly authorised
official of **HSBC UK BANK plc** as attorney of
HSBC UK BANK plc

Signed by...



Print name...

ALISON TAYLOR

Attorney of **HSBC UK Bank plc**

Witness Signature:



Witness name (BLOCK CAPITALS):

AMY DAVIES

Witness occupation (BLOCK CAPITALS):

ASSOCIATE DIRECTOR

Witness address (BLOCK CAPITALS):



Address: Level 6, 71 Queen Victoria Street, London EC4V 4AY

Attention: Terence Pearce