



Registration of a Charge

Company name: **ARORA MANAGEMENT SERVICES LIMITED**

Company number: **05636920**



X63PX021

Received for Electronic Filing: **05/04/2017**

Details of Charge

Date of creation: **30/03/2017**

Charge code: **0563 6920 0003**

Persons entitled: **SANTANDER UK PLC AS SECURITY TRUSTEE
SANTANDER UK PLC AS AGENT**

Brief description: **THE CHARGOR AS SECURITY FOR THE PAYMENT, PERFORMANCE AND DISCHARGE OF ALL SECURED LIABILITIES, CHARGES TO THE SECURITY TRUSTEE BY WAY OF A FIRST LEGAL MORTGAGE THE LEASEHOLD PROPERTY: PENTHOUSE OFFICE AND ENTRANCE LOBBY, PREMIER INN, NORTHWAY, LONDON GATWICK AIRPORT, GATWICK, RH6 0GQ, WITH TITLE NUMBER WSX354294.**

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:

NORTON ROSE FULBRIGHT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5636920

Charge code: 0563 6920 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2017 and created by ARORA MANAGEMENT SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2017 .

Given at Companies House, Cardiff on 6th April 2017

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated 30 March 2017

(1) ARORA MANAGEMENT SERVICES LIMITED
(as Chargor)

(2) APH LIMITED (as Parent Borrower)

(3) SANTANDER UK PLC (as Agent)

(4) SANTANDER UK PLC (as Security Trustee)

SUPPLEMENTAL MORTGAGE

I certify that, save for material
redacted pursuant to s.859G
of the Companies Act 2006,
this copy instrument is a correct copy
of the original instrument.

Sign & Dated

Wendy Rose Talbot
7/April/2017

THIS DEED is made on the day of 30 March 2017

BETWEEN:

- (1) **ARORA MANAGEMENT SERVICES LIMITED**, incorporated in England and Wales (registration number 05636920), whose registered office is situated at World Business Centre 2, 3rd Floor Newall Road, London Heathrow Airport, Hounslow, TW6 2SF (the "**Chargor**");
- (2) **APH Limited** a company incorporated in Jersey (registered number 113603), whose registered office is situated at 12 Castle Street St Helier Jersey JE2 3RT as parent borrower (the "**Parent Borrower**").
- (3) **SANTANDER UK PLC** as trustee for the Secured Finance Parties (as defined below) on the terms and conditions set out in this Deed and the other Finance Documents (as defined below) (in such capacity, the "**Security Trustee**"); and
- (4) **SANTANDER UK PLC** as agent for the Secured Finance Parties (as defined below) on the terms and conditions set out in this Deed and the other Finance Documents (as defined below) (in such capacity, the "**Agent**"); and

WHEREAS:

- (A) The Chargor enters into this Supplemental Deed in connection with a facility agreement (the "**Facility Agreement**") originally dated 13 August 2008 and made between the Parent Borrower (1); the persons listed in Part II of Schedule 1 as Original Borrowers (2) the persons listed in Part II of Schedule 1 as Original Guarantors (3); The Governor and Company of the Bank of Ireland and Abbey National Treasury Services Plc as Arrangers (4); The Governor and Company of the Bank of Ireland and Abbey National Treasury Services Plc as the Original Lenders (5); Santander UK Plc as Agent (6); and Santander UK Plc as Security Trustee (7); (as amended and amended and restated from time to time including, but not limited to, on or around the date of this Deed) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it.
- (B) This Supplemental Deed is supplemental to a new debenture (the "**New Debenture**") dated 30 March 2017 and made between, among others, (1) the persons listed in Schedule 1 of the New Debenture as chargors and (2) the Security Trustee as trustee for the Secured Finance Parties (as defined in the Facility Agreement) granted in connection with the Facility Agreement and the other Finance Documents (as defined in the Facility Agreement).
- (C) The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of the Chargor and has passed a resolution to that effect.
- (D) The Board of Directors of the Chargor has reviewed the terms of the New Debenture and this Deed and is satisfied with the terms contained therein.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 Unless the context otherwise requires, terms defined in the New Debenture shall bear the same meaning when used in this Deed including, for the avoidance of any doubt, when used in any provisions of the New Debenture incorporated by reference into this Deed.
- 1.2 All the provisions of Clauses 1.2 to 1.15 (*Interpretation*) of the New Debenture shall (insofar as the context shall permit) apply to this Deed as if set out herein in full and as if references therein to the "**Deed**" were references to this Deed.

1.3 The expression “**Chargor**” where the context admits includes its respective transferees, successors and assigns whether immediate or derivative and any delegates or sub-delegates.

1.4 Each of the parties to this document intends it to be a deed and the Chargor agrees to execute and deliver it as a deed.

2. Limited Recourse

No liability under this Deed shall attach to the Chargor in excess of the proceeds of realization of the Property (as defined below) and the Security Trustee shall not have recourse to any of the Chargor’s assets other than the Property. The Chargor’s assets (other than the Property) shall not be subject to any form of execution or attachment or other recourse whatsoever in respect of any liability to the Chargor under the Finance Documents.

3. Charge

The Chargor as security for the payment, performance and discharge of all Secured Liabilities, charges to the Security Trustee by way of a first legal mortgage the freehold and/or leasehold property short particulars of which are set out in Schedule 1 hereto (the “**Property**”).

4. Incorporation

4.1 Subject to clause 2 (*Limited Recourse*) of this Deed, clauses 4 (*Set-Off*), 5.1 – 5.3 (inclusive) (*Restrictions*), 6.1 (other than sub-clause (b)) (*Perfection*), 6.2 (*Perfection*), 6.5 (*Land*), 6.10 (*Subsequent Security*), 7 (*Enforcement*), 8 (*Application of Proceeds*), 15 (*Duration of Security*), 16 (*Expenses, Liabilities and Indemnity*), 17 (*Payments*) and 18 (*Remedies*) of the New Debenture shall apply to this Deed and the security hereby constituted as if incorporated herein in full (*mutatis mutandis*) and the same shall be construed accordingly with the intent and effect that all the rights, obligations, covenants, assurances and provisions express or implied contained in or subsisting in relation to the New Debenture shall apply hereto and to the security hereby constituted as if expressly set out herein and references to the “**Deed**” and abbreviated references to the same by words such as “**hereof**”, “**hereunder**”, “**hereto**” or “**herein**”, shall be read and construed accordingly.

4.2 The definition of “**Charged Assets**”, “**Fixed Charge Assets**” and “**Finance Party Security**” and each part thereof contained in the New Debenture, shall for the avoidance of doubt, be limited to all, or the relevant part, of the rights, property, assets and undertaking mortgaged or charged as the case may be pursuant to Clause 3 of this Deed.

5. Land Registry

5.1 If the title to the Property is not registered at the Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property without the prior consent in writing of the Security Trustee.

5.2 Whether or not the title to the Property is registered at the Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor’s title to the Property, the Chargor shall as soon as reasonably practicable and in any event within five Business Days provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, the Chargor shall immediately and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5.3 The Security Trustee covenants with the Chargor that it shall procure that the Agent shall perform its obligations to make advances under the Finance Documents (including any obligation to make available further advances).

6. General Undertakings

Disposals

- 6.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset over which Security has been provided under a Security Document, other than if it is a Permitted Disposal or a Permitted Transaction.

Managers

- 6.2 The Chargor shall not appoint any Managing Agent in respect of the Property without the prior written consent of, and on terms approved by, the Agent (acting reasonably).

Headlease

- 6.3 The Chargor may not consent to the release, whether pursuant to the Landlord and Tenant (Covenants) Act 1995 or otherwise, of any landlord from its covenants or obligations under a headlease without the Majority Lenders' prior written consent (such consent not to be unreasonably withheld).

Occupational Leases

- 6.4 The Chargor must:

- a) exercise its rights and comply with its obligations under each Occupational Lease (excluding any Short Term Leases) to which it is a party; and
- b) use its reasonable endeavors to ensure that others comply with their obligations under each Occupational Lease (excluding any Short Term Leases) to which it is a party,

in a proper and timely manner.

- 6.5 The Chargor must not agree to any amendment, supplement, extension, waiver of a breach of a term or agree to any waiver of a term, of an Occupational Lease (excluding any Short Term Leases) to which it is a party or to the termination, surrender or release of any Occupational Lease (excluding any Short Term Leases) to which it is a party other than in accordance with the terms of the Facility Agreement without the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed) save for Permitted Transactions or Permitted Disposals.

- 6.6 The Chargor must promptly:

- a) notify the Agent of any proposed amendment to, or waiver or release of, any Occupational Lease (excluding any Short Term Leases) requiring the consent of the Agent under Clause 6.5 above; and
- b) supply to the Agent copies of any such amendment, waiver or release made or given.

- 6.7 Unless the form of an Occupational Lease is otherwise approved by the Agent, the Chargor must use its reasonable endeavors to ensure that each Occupational Lease to which it is a party provides, to the reasonable satisfaction of the Agent, that the Chargor's rights under that Occupational Lease may be assigned by way of security or charged to the Security Trustee without any requirement for consent from any other person.

- 6.8 The Chargor shall notify the Agent of any material default by a lessee under the terms of any Occupational Lease (excluding any Short Term Leases) within 10 Business Days of the Chargor receiving notice of such default.

- 6.9 In the event that the Chargor breaches any of the undertakings set out in this clause 6 and fails to remedy them within the same grace period for such breach given to any of the Obligors under the Facility Agreement, such breach shall constitute an Event of Default (as defined in the Facility Agreement) and the Agent and/or the Security Trustee shall be entitled to take all actions under clauses 24.26 and 24.27 (*Acceleration*) of the Facility Agreement in respect of such breach.

7. Chargor's Agent

- 7.1 The Chargor by its execution of this Deed irrevocably appoints the Parent Borrower to act on its behalf (and the Parent Borrower hereby agrees to act on its behalf) as its agent in relation to the Finance Documents and irrevocably authorises,

- a) the Parent Borrower on its behalf to supply all information concerning itself contemplated by this Deed to the Finance Parties and to give all notices and instructions, to execute on its behalf any Accession Letter, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by the Chargor notwithstanding that they may affect the Chargor, without further reference to or the consent of the Chargor; and
- b) the Parent Borrower to pay any amount due to the Finance Parties by the Chargor under this Deed including, without limitation, any amount of principal, interest, fees, costs or expenses; and
- c) each Finance Party to give any notice, demand or other communication to the Chargor pursuant to the Finance Documents to the Parent Borrower,

and in each case the Chargor shall be bound as though the Chargor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- 7.2 Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Chargor's Agent or given to the Chargor's Agent under any Finance Document on behalf of the Chargor or in connection with any Finance Document (whether or not known to the Chargor) shall be binding for all purposes on the Chargor as if the Chargor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Chargor's Agent and the Chargor, those of the Chargor's Agent shall prevail.

8. Notices

Giving Notices

- 8.1 Save as otherwise provided in this Deed, all notices or other communications under or in connection with this Deed shall be given in writing by facsimile or by letter delivered in person or by first class registered mail. Any such notice or communication will be deemed to have been given as follows:

- 8.1.1 if by facsimile, when delivered; or
- 8.1.2 if by letter, when delivered (in the case of personal delivery) and two Business Days after having been posted by first class registered mail (in the case of postal delivery).

Any notice or communication given in accordance with the above but received on a non-Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place. Any notice or communication given to the Security Trustee by any person shall only be effective when received by the Security Trustee and each notice or communication to the Security Trustee by facsimile shall, without prejudice to the validity or effectiveness of the same, be confirmed by letter.

Addresses for Notices

- 8.2 The address, facsimile number and FAO details of the Chargor for all notices and other communications under or in connection with this Deed are:

Address: World Business Centre 2
3rd Floor
Newall Road
London Heathrow Airport
Hounslow
TW6 2SF

Facsimile: +44 (0) 208 897 3606

FAO: Carlton Brown,

or such other as the Chargor may notify to the other parties by not less than five Business Days' notice.

- 8.3 The address, facsimile number and FAO details of the Security Trustee for all notices and other communications under or in connection with this Deed are:

Address: Santander Corporate & Commercial Banking
Santander House
100 Ludgate Hill
London
EC4M 7RE

Attention: Richard Priaulx & Robert Adams | Loan Agency

Fax: 0845 605 8380

Email: Richard.priaulx@santander.co.uk
Robert.adams@santander.co.uk

or such other as the Security Trustee may notify to the other parties by not less than five Business Days' notice.

9. Counterparts

This Deed may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

10. Applicable Law

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

11. Enforcement

Jurisdiction

- 11.1 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"**).
- 11.2 The Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 11.3 Clauses 11.1 and 11.2 above are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.
- 11.4 The Chargor irrevocably waives any right it may have to the trial by jury in any proceedings relating to a Dispute.

IN WITNESS whereof this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

Schedule 1

Freehold and Leasehold properties in England and Wales

Property Description	Nature of title	Title Number	Legal Owner/ Owner
Penthouse Office and Entrance Lobby, Premier Inn, Northway, London Gatwick Airport, Gatwick RH6 0GQ	Leasehold	WSX354294	Arora Management Services Limited

EXECUTION PAGE

THE CHARGOR

EXECUTED and DELIVERED)
AS A DEED by)
ARORA MANAGEMENT)
SERVICES LIMITED acting by)
one Director)
in the presence of:)



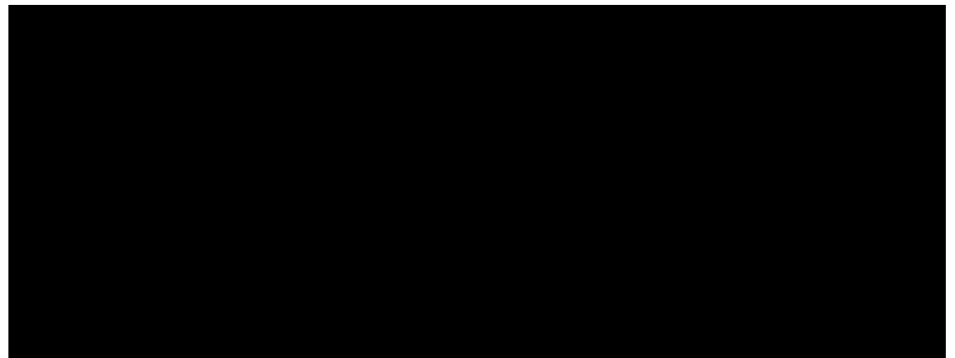
(Director)

Witness signature:

Witness name:

Witness address:

Witness occupation:



THE PARENT BORROWER

EXECUTED and DELIVERED)
AS A DEED by APH LIMITED)
acting by)
one Director)
in the presence of:)

(Director)

Witness signature:

Witness name:

Witness address:

Witness occupation:

JACQUELINE LEWIS

WATKINS BUSINESS CENTRE 2, NEWTON ROAD, ALDERSHOT, TWO 2SF

GENERAL COUNSEL

THE SECURITY TRUSTEE

EXECUTED and DELIVERED)
AS A DEED on behalf of)
SANTANDER UK PLC) (Authorised Signatory)
by an authorised signatory)
in the presence of:)

Witness signature:

Witness name:

Witness address:

Witness occupation:

THE AGENT

EXECUTED and DELIVERED)
AS A DEED on behalf of)
SANTANDER UK PLC) (Authorised Signatory)
by an authorised signatory)
in the presence of:)

Witness signature:

Witness name:

Witness address:

Witness occupation:

Dated

30th

March 2017

**(1) ARORA MANAGEMENT SERVICES LIMITED
(as Chargor)**

(2) APH LIMITED (as Parent Borrower)

(3) SANTANDER UK PLC (as Agent)

(4) SANTANDER UK PLC (as Security Trustee)

SUPPLEMENTAL MORTGAGE

THIS DEED is made on the 30 day of March 2017

BETWEEN:

- (1) **ARORA MANAGEMENT SERVICES LIMITED**, incorporated in England and Wales (registration number 05636920), whose registered office is situated at World Business Centre 2, 3rd Floor Newall Road, London Heathrow Airport, Hounslow, TW6 2SF (the "**Chargor**");
- (2) **APH Limited** a company incorporated in Jersey (registered number 113603), whose registered office is situated at 12 Castle Street St Helier Jersey JE2 3RT as parent borrower (the "**Parent Borrower**").
- (3) **SANTANDER UK PLC** as trustee for the Secured Finance Parties (as defined below) on the terms and conditions set out in this Deed and the other Finance Documents (as defined below) (in such capacity, the "**Security Trustee**"); and
- (4) **SANTANDER UK PLC** as agent for the Secured Finance Parties (as defined below) on the terms and conditions set out in this Deed and the other Finance Documents (as defined below) (in such capacity, the "**Agent**"); and

WHEREAS:

- (A) The Chargor enters into this Supplemental Deed in connection with a facility agreement (the "**Facility Agreement**") originally dated 13 August 2008 and made between the Parent Borrower (1); the persons listed in Part II of Schedule 1 as Original Borrowers (2) the persons listed in Part II of Schedule 1 as Original Guarantors (3); The Governor and Company of the Bank of Ireland and Abbey National Treasury Services Plc as Arrangers (4); The Governor and Company of the Bank of Ireland and Abbey National Treasury Services Plc as the Original Lenders (5); Santander UK Plc as Agent (6); and Santander UK Plc as Security Trustee (7); (as amended and amended and restated from time to time including, but not limited to, on or around the date of this Deed) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it.
- (B) This Supplemental Deed is supplemental to a new debenture (the "**New Debenture**") dated 30 March 2017 and made between, among others, (1) the persons listed in Schedule 1 of the New Debenture as chargors and (2) the Security Trustee as trustee for the Secured Finance Parties (as defined in the Facility Agreement) granted in connection with the Facility Agreement and the other Finance Documents (as defined in the Facility Agreement).
- (C) The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of the Chargor and has passed a resolution to that effect.
- (D) The Board of Directors of the Chargor has reviewed the terms of the New Debenture and this Deed and is satisfied with the terms contained therein.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 Unless the context otherwise requires, terms defined in the New Debenture shall bear the same meaning when used in this Deed including, for the avoidance of any doubt, when used in any provisions of the New Debenture incorporated by reference into this Deed.
- 1.2 All the provisions of Clauses 1.2 to 1.15 (*Interpretation*) of the New Debenture shall (insofar as the context shall permit) apply to this Deed as if set out herein in full and as if references therein to the "**Deed**" were references to this Deed.

1.3 The expression “Chargor” where the context admits includes its respective transferees, successors and assigns whether immediate or derivative and any delegates or sub-delegates.

1.4 Each of the parties to this document intends it to be a deed and the Chargor agrees to execute and deliver it as a deed.

2. Limited Recourse

No liability under this Deed shall attach to the Chargor in excess of the proceeds of realization of the Property (as defined below) and the Security Trustee shall not have recourse to any of the Chargor’s assets other than the Property. The Chargor’s assets (other than the Property) shall not be subject to any form of execution or attachment or other recourse whatsoever in respect of any liability to the Chargor under the Finance Documents.

3. Charge

The Chargor as security for the payment, performance and discharge of all Secured Liabilities, charges to the Security Trustee by way of a first legal mortgage the freehold and/or leasehold property short particulars of which are set out in Schedule 1 hereto (the “Property”).

4. Incorporation

4.1 Subject to clause 2 (*Limited Recourse*) of this Deed, clauses 4 (*Set-Off*), 5.1 – 5.3 (inclusive) (*Restrictions*), 6.1 (other than sub-clause (b)) (*Perfection*), 6.2 (*Perfection*), 6.5 (*Land*), 6.10 (*Subsequent Security*), 7 (*Enforcement*), 8 (*Application of Proceeds*), 15 (*Duration of Security*), 16 (*Expenses, Liabilities and Indemnity*), 17 (*Payments*) and 18 (*Remedies*) of the New Debenture shall apply to this Deed and the security hereby constituted as if incorporated herein in full (*mutatis mutandis*) and the same shall be construed accordingly with the intent and effect that all the rights, obligations, covenants, assurances and provisions express or implied contained in or subsisting in relation to the New Debenture shall apply hereto and to the security hereby constituted as if expressly set out herein and references to the “Deed” and abbreviated references to the same by words such as “hereof”, “hereunder”, “hereto” or “herein”, shall be read and construed accordingly.

4.2 The definition of “Charged Assets”, “Fixed Charge Assets” and “Finance Party Security” and each part thereof contained in the New Debenture, shall for the avoidance of doubt, be limited to all, or the relevant part, of the rights, property, assets and undertaking mortgaged or charged as the case may be pursuant to Clause 3 of this Deed.

5. Land Registry

5.1 If the title to the Property is not registered at the Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property without the prior consent in writing of the Security Trustee.

5.2 Whether or not the title to the Property is registered at the Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor’s title to the Property, the Chargor shall as soon as reasonably practicable and in any event within five Business Days provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, the Chargor shall immediately and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5.3 The Security Trustee covenants with the Chargor that it shall procure that the Agent shall perform its obligations to make advances under the Finance Documents (including any obligation to make available further advances).

6. General Undertakings

Disposals

- 6.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset over which Security has been provided under a Security Document, other than if it is a Permitted Disposal or a Permitted Transaction.

Managers

- 6.2 The Chargor shall not appoint any Managing Agent in respect of the Property without the prior written consent of, and on terms approved by, the Agent (acting reasonably).

Headlease

- 6.3 The Chargor may not consent to the release, whether pursuant to the Landlord and Tenant (Covenants) Act 1995 or otherwise, of any landlord from its covenants or obligations under a headlease without the Majority Lenders' prior written consent (such consent not to be unreasonably withheld).

Occupational Leases

- 6.4 The Chargor must:

- a) exercise its rights and comply with its obligations under each Occupational Lease (excluding any Short Term Leases) to which it is a party; and
- b) use its reasonable endeavors to ensure that others comply with their obligations under each Occupational Lease (excluding any Short Term Leases) to which it is a party,

in a proper and timely manner.

- 6.5 The Chargor must not agree to any amendment, supplement, extension, waiver of a breach of a term or agree to any waiver of a term, of an Occupational Lease (excluding any Short Term Leases) to which it is a party or to the termination, surrender or release of any Occupational Lease (excluding any Short Term Leases) to which it is a party other than in accordance with the terms of the Facility Agreement without the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed) save for Permitted Transactions or Permitted Disposals.

- 6.6 The Chargor must promptly:

- a) notify the Agent of any proposed amendment to, or waiver or release of, any Occupational Lease (excluding any Short Term Leases) requiring the consent of the Agent under Clause 6.5 above; and
- b) supply to the Agent copies of any such amendment, waiver or release made or given.

- 6.7 Unless the form of an Occupational Lease is otherwise approved by the Agent, the Chargor must use its reasonable endeavors to ensure that each Occupational Lease to which it is a party provides, to the reasonable satisfaction of the Agent, that the Chargor's rights under that Occupational Lease may be assigned by way of security or charged to the Security Trustee without any requirement for consent from any other person.

- 6.8 The Chargor shall notify the Agent of any material default by a lessee under the terms of any Occupational Lease (excluding any Short Term Leases) within 10 Business Days of the Chargor receiving notice of such default.

- 6.9 In the event that the Chargor breaches any of the undertakings set out in this clause 6 and fails to remedy them within the same grace period for such breach given to any of the Obligors under the Facility Agreement, such breach shall constitute an Event of Default (as defined in the Facility Agreement) and the Agent and/or the Security Trustee shall be entitled to take all actions under clauses 24.26 and 24.27 (*Acceleration*) of the Facility Agreement in respect of such breach.

7. Chargor's Agent

- 7.1 The Chargor by its execution of this Deed irrevocably appoints the Parent Borrower to act on its behalf (and the Parent Borrower hereby agrees to act on its behalf) as its agent in relation to the Finance Documents and irrevocably authorises,

- a) the Parent Borrower on its behalf to supply all information concerning itself contemplated by this Deed to the Finance Parties and to give all notices and instructions, to execute on its behalf any Accession Letter, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by the Chargor notwithstanding that they may affect the Chargor, without further reference to or the consent of the Chargor; and
- b) the Parent Borrower to pay any amount due to the Finance Parties by the Chargor under this Deed including, without limitation, any amount of principal, interest, fees, costs or expenses; and
- c) each Finance Party to give any notice, demand or other communication to the Chargor pursuant to the Finance Documents to the Parent Borrower,

and in each case the Chargor shall be bound as though the Chargor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- 7.2 Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Chargor's Agent or given to the Chargor's Agent under any Finance Document on behalf of the Chargor or in connection with any Finance Document (whether or not known to the Chargor) shall be binding for all purposes on the Chargor as if the Chargor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Chargor's Agent and the Chargor, those of the Chargor's Agent shall prevail.

8. Notices

Giving Notices

- 8.1 Save as otherwise provided in this Deed, all notices or other communications under or in connection with this Deed shall be given in writing by facsimile or by letter delivered in person or by first class registered mail. Any such notice or communication will be deemed to have been given as follows:

8.1.1 if by facsimile, when delivered; or

8.1.2 if by letter, when delivered (in the case of personal delivery) and two Business Days after having been posted by first class registered mail (in the case of postal delivery).

Any notice or communication given in accordance with the above but received on a non-Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place. Any notice or communication given to the Security Trustee by any person shall only be effective when received by the Security Trustee and each notice or communication to the Security Trustee by facsimile shall, without prejudice to the validity or effectiveness of the same, be confirmed by letter.

Addresses for Notices

- 8.2 The address, facsimile number and FAO details of the Chargor for all notices and other communications under or in connection with this Deed are:

Address: World Business Centre 2
3rd Floor
Newall Road
London Heathrow Airport
Hounslow
TW6 2SF

Facsimile: +44 (0) 208 897 3606

FAO: Carlton Brown,

or such other as the Chargor may notify to the other parties by not less than five Business Days' notice.

- 8.3 The address, facsimile number and FAO details of the Security Trustee for all notices and other communications under or in connection with this Deed are:

Address: Santander Corporate & Commercial Banking
Santander House
100 Ludgate Hill
London
EC4M 7RE

Attention: Richard Priaulx & Robert Adams | Loan Agency

Fax: 0845 605 8380

Email: Richard.priaulx@santander.co.uk
Robert.adams@santander.co.uk

or such other as the Security Trustee may notify to the other parties by not less than five Business Days' notice.

9. Counterparts

This Deed may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

10. Applicable Law

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

11. Enforcement

Jurisdiction

- 11.1 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"**).
- 11.2 The Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 11.3 Clauses 11.1 and 11.2 above are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.
- 11.4 The Chargor irrevocably waives any right it may have to the trial by jury in any proceedings relating to a Dispute.

IN WITNESS whereof this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

Schedule 1

Freehold and Leasehold properties in England and Wales

Property Description	Nature of title	Title Number	Legal Owner/ Owner
Penthouse Office and Entrance Lobby, Premier Inn, Northway, London Gatwick Airport, Gatwick RH6 0GQ	Leasehold	WSX354294	Arora Management Services Limited

EXECUTION PAGE

THE CHARGOR

EXECUTED and DELIVERED)
AS A DEED by)
ARORA MANAGEMENT (Director)
SERVICES LIMITED acting by)
one Director)
in the presence of:)

Witness signature:

Witness name:

Witness address:

Witness occupation:

THE PARENT BORROWER

EXECUTED and DELIVERED
AS A DEED by APII LIMITED
acting by) (Director)
one Director)
in the presence of:)

Witness signature:

Witness name:

Witness address:

Witness occupation:

THE SECURITY TRUSTEE

EXECUTED and **DELIVERED**)
AS A DEED on behalf of)
SANTANDER UK PLC) (Authorised Signatory)
by an authorised signatory)
in the presence of:)

Witness signature:

Witness name:

Witness address:

Witness occupation:

THE AGENT

EXECUTED and **DELIVERED**)
AS A DEED on behalf of)
SANTANDER UK PLC) (Authorised Signatory)
by an authorised signatory)
in the presence of:)

Witness signature:

Witness name:

Witness address:

Witness occupation:

Dated 30 March 2017

(1) ARORA MANAGEMENT SERVICES LIMITED
(as Chargor)

(2) APH LIMITED (as Parent Borrower)

(3) SANTANDER UK PLC (as Agent)

(4) SANTANDER UK PLC (as Security Trustee)

SUPPLEMENTAL MORTGAGE

THIS DEED is made on the 36 day of March 2017

BETWEEN:

- (1) **ARORA MANAGEMENT SERVICES LIMITED**, incorporated in England and Wales (registration number 05636920), whose registered office is situated at World Business Centre 2, 3rd Floor Newall Road, London Heathrow Airport, Hounslow, TW6 2SF (the "**Chargor**");
- (2) **APH Limited** a company incorporated in Jersey (registered number 113603), whose registered office is situated at 12 Castle Street St Helier Jersey JE2 3RT as parent borrower (the "**Parent Borrower**").
- (3) **SANTANDER UK PLC** as trustee for the Secured Finance Parties (as defined below) on the terms and conditions set out in this Deed and the other Finance Documents (as defined below) (in such capacity, the "**Security Trustee**"); and
- (4) **SANTANDER UK PLC** as agent for the Secured Finance Parties (as defined below) on the terms and conditions set out in this Deed and the other Finance Documents (as defined below) (in such capacity, the "**Agent**"); and

WHEREAS:

- (A) The Chargor enters into this Supplemental Deed in connection with a facility agreement (the "**Facility Agreement**") originally dated 13 August 2008 and made between the Parent Borrower (1); the persons listed in Part II of Schedule 1 as Original Borrowers (2) the persons listed in Part II of Schedule 1 as Original Guarantors (3); The Governor and Company of the Bank of Ireland and Abbey National Treasury Services Plc as Arrangers (4); The Governor and Company of the Bank of Ireland and Abbey National Treasury Services Plc as the Original Lenders (5); Santander UK Plc as Agent (6); and Santander UK Plc as Security Trustee (7); (as amended and amended and restated from time to time including, but not limited to, on or around the date of this Deed) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it.
- (B) This Supplemental Deed is supplemental to a new debenture (the "**New Debenture**") dated 30 March 2017 and made between, among others, (1) the persons listed in Schedule 1 of the New Debenture as chargors and (2) the Security Trustee as trustee for the Secured Finance Parties (as defined in the Facility Agreement) granted in connection with the Facility Agreement and the other Finance Documents (as defined in the Facility Agreement).
- (C) The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of the Chargor and has passed a resolution to that effect.
- (D) The Board of Directors of the Chargor has reviewed the terms of the New Debenture and this Deed and is satisfied with the terms contained therein.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 Unless the context otherwise requires, terms defined in the New Debenture shall bear the same meaning when used in this Deed including, for the avoidance of any doubt, when used in any provisions of the New Debenture incorporated by reference into this Deed.
- 1.2 All the provisions of Clauses 1.2 to 1.15 (*Interpretation*) of the New Debenture shall (insofar as the context shall permit) apply to this Deed as if set out herein in full and as if references therein to the "**Deed**" were references to this Deed.

1.3 The expression “**Chargor**” where the context admits includes its respective transferees, successors and assigns whether immediate or derivative and any delegates or sub-delegates.

1.4 Each of the parties to this document intends it to be a deed and the Chargor agrees to execute and deliver it as a deed.

2. Limited Recourse

No liability under this Deed shall attach to the Chargor in excess of the proceeds of realization of the Property (as defined below) and the Security Trustee shall not have recourse to any of the Chargor’s assets other than the Property. The Chargor’s assets (other than the Property) shall not be subject to any form of execution or attachment or other recourse whatsoever in respect of any liability to the Chargor under the Finance Documents.

3. Charge

The Chargor as security for the payment, performance and discharge of all Secured Liabilities, charges to the Security Trustee by way of a first legal mortgage the freehold and/or leasehold property short particulars of which are set out in Schedule 1 hereto (the “**Property**”).

4. Incorporation

4.1 Subject to clause 2 (*Limited Recourse*) of this Deed, clauses 4 (*Set-Off*), 5.1 – 5.3 (inclusive) (*Restrictions*), 6.1 (other than sub-clause (b)) (*Perfection*), 6.2 (*Perfection*), 6.5 (*Land*), 6.10 (*Subsequent Security*), 7 (*Enforcement*), 8 (*Application of Proceeds*), 15 (*Duration of Security*), 16 (*Expenses, Liabilities and Indemnity*), 17 (*Payments*) and 18 (*Remedies*) of the New Debenture shall apply to this Deed and the security hereby constituted as if incorporated herein in full (*mutatis mutandis*) and the same shall be construed accordingly with the intent and effect that all the rights, obligations, covenants, assurances and provisions express or implied contained in or subsisting in relation to the New Debenture shall apply hereto and to the security hereby constituted as if expressly set out herein and references to the “**Deed**” and abbreviated references to the same by words such as “**hereof**”, “**hereunder**”, “**hereto**” or “**herein**”, shall be read and construed accordingly.

4.2 The definition of “**Charged Assets**”, “**Fixed Charge Assets**” and “**Finance Party Security**” and each part thereof contained in the New Debenture, shall for the avoidance of doubt, be limited to all, or the relevant part, of the rights, property, assets and undertaking mortgaged or charged as the case may be pursuant to Clause 3 of this Deed.

5. Land Registry

5.1 If the title to the Property is not registered at the Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property without the prior consent in writing of the Security Trustee.

5.2 Whether or not the title to the Property is registered at the Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor’s title to the Property, the Chargor shall as soon as reasonably practicable and in any event within five Business Days provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, the Chargor shall immediately and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5.3 The Security Trustee covenants with the Chargor that it shall procure that the Agent shall perform its obligations to make advances under the Finance Documents (including any obligation to make available further advances).

6. General Undertakings

Disposals

- 6.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset over which Security has been provided under a Security Document, other than if it is a Permitted Disposal or a Permitted Transaction.

Managers

- 6.2 The Chargor shall not appoint any Managing Agent in respect of the Property without the prior written consent of, and on terms approved by, the Agent (acting reasonably).

Headlease

- 6.3 The Chargor may not consent to the release, whether pursuant to the Landlord and Tenant (Covenants) Act 1995 or otherwise, of any landlord from its covenants or obligations under a headlease without the Majority Lenders' prior written consent (such consent not to be unreasonably withheld).

Occupational Leases

- 6.4 The Chargor must:

- a) exercise its rights and comply with its obligations under each Occupational Lease (excluding any Short Term Leases) to which it is a party; and
- b) use its reasonable endeavors to ensure that others comply with their obligations under each Occupational Lease (excluding any Short Term Leases) to which it is a party,

in a proper and timely manner.

- 6.5 The Chargor must not agree to any amendment, supplement, extension, waiver of a breach of a term or agree to any waiver of a term, of an Occupational Lease (excluding any Short Term Leases) to which it is a party or to the termination, surrender or release of any Occupational Lease (excluding any Short Term Leases) to which it is a party other than in accordance with the terms of the Facility Agreement without the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed) save for Permitted Transactions or Permitted Disposals.

- 6.6 The Chargor must promptly:

- a) notify the Agent of any proposed amendment to, or waiver or release of, any Occupational Lease (excluding any Short Term Leases) requiring the consent of the Agent under Clause 6.5 above; and
- b) supply to the Agent copies of any such amendment, waiver or release made or given.

- 6.7 Unless the form of an Occupational Lease is otherwise approved by the Agent, the Chargor must use its reasonable endeavors to ensure that each Occupational Lease to which it is a party provides, to the reasonable satisfaction of the Agent, that the Chargor's rights under that Occupational Lease may be assigned by way of security or charged to the Security Trustee without any requirement for consent from any other person.

- 6.8 The Chargor shall notify the Agent of any material default by a lessee under the terms of any Occupational Lease (excluding any Short Term Leases) within 10 Business Days of the Chargor receiving notice of such default.

- 6.9 In the event that the Chargor breaches any of the undertakings set out in this clause 6 and fails to remedy them within the same grace period for such breach given to any of the Obligors under the Facility Agreement, such breach shall constitute an Event of Default (as defined in the Facility Agreement) and the Agent and/or the Security Trustee shall be entitled to take all actions under clauses 24.26 and 24.27 (*Acceleration*) of the Facility Agreement in respect of such breach.

7. Chargor's Agent

- 7.1 The Chargor by its execution of this Deed irrevocably appoints the Parent Borrower to act on its behalf (and the Parent Borrower hereby agrees to act on its behalf) as its agent in relation to the Finance Documents and irrevocably authorises,

- a) the Parent Borrower on its behalf to supply all information concerning itself contemplated by this Deed to the Finance Parties and to give all notices and instructions, to execute on its behalf any Accession Letter, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by the Chargor notwithstanding that they may affect the Chargor, without further reference to or the consent of the Chargor; and
- b) the Parent Borrower to pay any amount due to the Finance Parties by the Chargor under this Deed including, without limitation, any amount of principal, interest, fees, costs or expenses; and
- c) each Finance Party to give any notice, demand or other communication to the Chargor pursuant to the Finance Documents to the Parent Borrower,

and in each case the Chargor shall be bound as though the Chargor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- 7.2 Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Chargor's Agent or given to the Chargor's Agent under any Finance Document on behalf of the Chargor or in connection with any Finance Document (whether or not known to the Chargor) shall be binding for all purposes on the Chargor as if the Chargor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Chargor's Agent and the Chargor, those of the Chargor's Agent shall prevail.

8. Notices

Giving Notices

- 8.1 Save as otherwise provided in this Deed, all notices or other communications under or in connection with this Deed shall be given in writing by facsimile or by letter delivered in person or by first class registered mail. Any such notice or communication will be deemed to have been given as follows:

8.1.1 if by facsimile, when delivered; or

8.1.2 if by letter, when delivered (in the case of personal delivery) and two Business Days after having been posted by first class registered mail (in the case of postal delivery).

Any notice or communication given in accordance with the above but received on a non-Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place. Any notice or communication given to the Security Trustee by any person shall only be effective when received by the Security Trustee and each notice or communication to the Security Trustee by facsimile shall, without prejudice to the validity or effectiveness of the same, be confirmed by letter.

Addresses for Notices

- 8.2 The address, facsimile number and FAO details of the Chargor for all notices and other communications under or in connection with this Deed are:

Address: World Business Centre 2
3rd Floor
Newall Road
London Heathrow Airport
Hounslow
TW6 2SF

Facsimile: +44 (0) 208 897 3606

FAO: Carlton Brown,

or such other as the Chargor may notify to the other parties by not less than five Business Days' notice.

- 8.3 The address, facsimile number and FAO details of the Security Trustee for all notices and other communications under or in connection with this Deed are:

Address: Santander Corporate & Commercial Banking
Santander House
100 Ludgate Hill
London
EC4M 7RE

Attention: Richard Priaux & Robert Adams | Loan Agency

Fax: 0845 605 8380

Email: Richard.priaux@santander.co.uk
Robert.adams@santander.co.uk

or such other as the Security Trustee may notify to the other parties by not less than five Business Days' notice.

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Property Description	Nature of title	Title Number	Legal Owner/ Owner
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EXECUTION PAGE

THE CHARGOR

EXECUTED and DELIVERED)	
AS A DEED by)
ARORA MANAGEMENT		(Director)
SERVICES LIMITED acting by)	
one Director)	
in the presence of:)	

Witness signature:

Witness name:

Witness address:

Witness occupation:

THE PARENT BORROWER

EXECUTED and DELIVERED)	
AS A DEED by APH LIMITED)
acting by)	(Director)
one Director)	
in the presence of:)	

Witness signature:

Witness name:

Witness address:

Witness occupation:

THE SECURITY TRUSTEE

EXECUTED and **DELIVERED**)
AS A DEED on behalf of)
SANTANDER UK PLC)
by an authorised signatory)
in the presence of:)



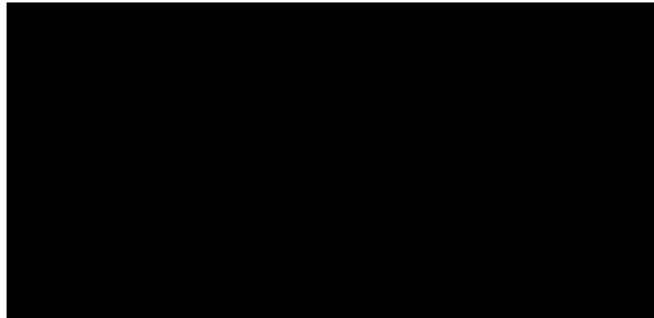
(Authorised Signatory)

Witness signature:

Witness name:

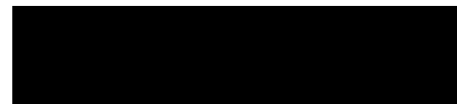
Witness address:

Witness occupation:



THE AGENT

EXECUTED and **DELIVERED**)
AS A DEED on behalf of)
SANTANDER UK PLC)
by an authorised signatory)
in the presence of:)



(Authorised Signatory)

Witness signature:

Witness name:

Witness address:

Witness occupation:

