



Registration of a Charge

Company name: **SRE GP1 LIMITED**

Company number: **07181553**

Received for Electronic Filing: **01/10/2020**



Details of Charge

Date of creation: **29/09/2020**

Charge code: **0718 1553 0009**

Persons entitled: **SANTANDER UK PLC AS LENDER (AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01)**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS MARIOTT HOTEL, 134 GEORGE STREET, MARBLE ARCH, LONDON W1 REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER NGL135810.**

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:

**SUSAN KELLY ON BEHALF OF DENTONS UK AND MIDDLE EAST
LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7181553

Charge code: 0718 1553 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2020 and created by SRE GP1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2020 .

Given at Companies House, Cardiff on 2nd October 2020

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



MAMN/SUMK/105741.00328/73358674.3

Legal Charge

Dated 29 September 2020

SRE Hotels (George St) Limited Partnership (acting by its general partners SRE GP1 Limited and SRE GP2 Limited)
(Chargor)

Santander UK Plc
(Lender)

Dentons UK and Middle East LLP
Quartermile One
15 Lauriston Place
Edinburgh
EH3 9EP

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Legal Charge

Dated 29 September 2020

Between

- (1) **SRE Hotels (George St) Limited Partnership** registered under the Limited Partnership Act 1907 with registered number LP13821 acting by its general partners **SRE GP1 Limited** (Company Number 07181553) and **SRE GP2 Limited** (Company Number 07181626) (the **Chargor**); and
- (2) **Santander UK Plc** (Company Number 02338548) having its registered office at 2 Triton Square, Regents Place, London NW1 3AN as lender and hedge counterparty (the **Lender**).

It is agreed:

1 Definitions and Interpretation

1.1 In this Charge unless the context otherwise requires:

Borrower means the Partnership acting by its general partners SRE GP1 Limited (Company Number 07181553) and SRE GP2 Limited (Company Number 07181626).

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

Charge means this legal charge.

Partnership means SRE Hotels (George St) Limited Partnership registered under the Limited Partnership Act 1907 with registered number LP13821.

Planning Acts means the Planning Act 2008.

Property means all that freehold property known as Marriott Hotel, 134 George Street, Marble Arch, London W1 registered at the Land Registry with title number NGL135810.

Receiver includes any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver, a receiver and manager or as a receiver by the Lender under this Charge and shall include joint Receivers.

Secured Obligations means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower to the Lender (in its capacity as Lender and as Hedge Counterparty), except for any obligation or liability which, if it were so included, would result in this Charge contravening any law together with all costs, charges and expenses incurred by the Lender (in its capacity as Lender and as Hedge Counterparty), in connection with the protection, preservation or enforcement of its rights under this Charge or any other deed or document evidencing or securing any such liabilities.

Security Interest means any mortgage, charge, pledge, hypothecation, title retention, lien, assignment or assignment by way of security or other agreement or arrangement having the effect of conferring security.

Taxes means all forms of tax, duty, rate, levy, social security or similar payments or other imposition whenever and by whatever authority imposed and whether of the United Kingdom or elsewhere, and any interest, penalty or fine in connection with any such items.

- 1.2 Each of the provisions of this Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 1.3 In this Charge the headings to clauses are for convenience only and have no legal effect and reference to clauses and schedules are to clauses and schedules of this Charge unless otherwise stated.
- 1.4 References to the Property include any part of it and the Property includes all covenants and rights affecting or concerning the same.
- 1.5 Any reference in this Charge to:
- (a) the **Chargor**, or the **Lender** or the **Hedge Counterparty** shall include any person deriving title from them or any permitted successor or assign;
 - (b) any agreement or instrument is a reference to that agreement or instrument as amended, novated, varied, replaced, supplemented or restated in whole or in part from time to time;
 - (c) a provision of law is a reference to that provision as amended or re-enacted;
 - (d) a **Clause**, **paragraph**, **sub-paragraph** or **Schedule** is to a clause, paragraph or sub-paragraph of, and the schedule to, this Charge; and
 - (e) any freehold or leasehold property includes:
 - (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Chargor; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants.

1.6 Words in the singular shall import the plural and *vice versa*.

1.7 The headings in this Charge are for ease of reference only.

2 Limited Recourse

2.1 The Chargor is entering into this Charge in its capacity as limited partner of the Partnership and, as such, the liability of the Chargor pursuant to this Charge is limited to the Chargor's rights, title and interest in and to the Assigned Documents and the Related Rights.

2.2 Notwithstanding any other provision of this Charge, the Chargor has no obligation to meet any claim or liability under this Charge except to the extent that it can properly meet the claim of liability out of its rights, title and interest in and to the Assigned Documents and the Related Rights.

- 2.3 The Lender acknowledges that the effect of Clauses 2.1 and 2.2 is that it shall have no recourse to any assets of the Chargor pursuant to this Charge, other than to the Chargor's rights, title and interest in and to the Assigned Documents and the Related Rights.
- 2.4 The Lender acknowledges that references in this Charge to the Chargor are references to the Chargor in its capacity as limited partner of the Partnership and references to the actions of the Chargor are references to the actions of the Chargor in such capacity as limited partner of the Partnership only and not to any other capacity.

3 Charge

The Chargor charges with full title guarantee to the Lender by way of legal mortgage the Property to secure the Secured Obligations.

4 Covenants by the Chargor

4.1 The Chargor shall:

- (a) pay or procure to be paid all rents, rates, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise imposed upon or payable in respect of the Property as and when the same become due and payable;
- (b) keep or procure to be kept the Property in good and substantial repair and permit the Lender and any person authorised by the Lender at all reasonable times to inspect the Property and view the state of the same;
- (c) insure and keep insured or procure to be so insured, subject always to and save as permitted by the provisions of the relevant facility agreement in place between the Chargor and the Lender from time to time (and provided that where there is any express conflict between the provisions of this Charge and the provisions of the relevant facility agreement, the provisions of the relevant facility agreement shall prevail to the extent of the conflict only), all buildings, installations and appurtenances for the time being comprised in or subject to this Charge and the fixtures and fittings and all other objects of whatever kind of an insurable nature in and upon the same against loss or damage by fire (including fire caused by riots and civil disturbances) and other usual risks including explosion, aircraft and articles dropped therefrom, acts of terrorism and (where appropriate) flood, subsidence and such other risks as the Lender may from time to time require to the full reinstatement value thereof (plus sums in respect of loss of rent, removal of debris and professional fees which may be incurred in connection with repairing, rebuilding or reinstating the same) and upon such terms as the Lender may from time to time require with such insurers as shall be approved of in writing from time to time by the Lender (such approval not to be unreasonably withheld) in the joint names of the Chargor and the Lender (with or without the addition of other names) or otherwise as the Lender shall direct and duly and punctually pay or cause to be paid all premiums and moneys necessary for effecting and keeping up the said insurance when the same shall become due respectively and on demand produce or cause to be produced to the Lender the policy of every such insurance and receipt for every such payment;
- (d) not without the prior written consent of the Lender pull down, remove or permit or suffer to be pulled down or removed any building, installation or structure for the time being comprised in or subject to this Charge or any walls, hedges or fences whereby the external boundaries are defined or (except in connection with the renewal or

replacement thereof) any fixtures or erect or make or suffer to be erected or made on the Property any building, installation, alteration or improvement or otherwise waste, destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property;

- (e) not without the prior written consent of the Lender create or permit to exist any Security Interest or otherwise dispose of deal with or part with or share possession of the Property or any interest therein nor make or suffer to be made any material change or addition whatsoever in or to the use of the Property or agree to do any of the foregoing;
- (f) not commit any nuisance on the Property nor without the prior written consent of the Lender do or permit to be done on the Property anything which would or might be prejudicial to the validity of any policy of insurance;
- (g) not do or omit or suffer to be done or omitted any act, matter or thing, in, on or in respect of the Property in contravention of the Planning Acts or any licences, consents, permissions or conditions granted or imposed thereunder;
- (h) within seven days of the service of any notice, order, direction, permission or proposal given, made or issued under or by virtue of the Planning Acts or otherwise affecting or likely to affect the Property or any part thereof give full particulars thereof to the Lender and without delay comply with the same, or if the Lender so requires in writing, join with the Lender in objecting to or contesting the same;
- (i) perform and observe all title burdens, stipulations and provisions affecting the Property (including but without prejudice to the generality of the foregoing all requirements and regulations of the competent authorities) and if the Property is leasehold property also produce on demand to the Lender the receipt for the last payment of rent reserved by the lease under which such property is held;
- (j) immediately furnish to the Lender any report, survey or information in respect of the structural condition of the Property, deleterious materials therein or contaminated substances thereon or affecting the same or which may affect adjacent or adjoining property as may come or may have come to the notice or attention of the Chargor at any time and carry out such further inspection works or take such other remedial action as the Lender may direct;
- (k) from time to time or at such stated periods as may be required by the Lender furnish to the Lender all such particulars and information as the Lender may reasonably require relating to any leases, agreements for lease or tenancies then subsisting or other arrangements effected in relation to the Property and deliver to the Lender certified true copies of any such leases, agreements for lease or tenancies as soon as the same have been granted;
- (l) at all times advise the Lender if any defects, damages or wants of repair manifest themselves in respect of any of the structures for the time being upon the Property and which are or may be considered to be the responsibility of any warrantors pursuant to the terms of any professional warranty agreement relating to the Property and whenever so required by and at the absolute discretion of the Lender (acting reasonably) (but at no cost to the Lender) promptly take all proper steps that the Lender may reasonably prescribe for the purpose of enforcing such warranties and recovering from the warrantors thereunder all such damages or other remedy or

recompense to which the Chargor may be entitled pursuant to the terms of such warranties and at all times keep the Lender fully advised as to progress in that regard and apply any moneys recovered from any of the warrantors in or towards (with the Chargor making up any shortfall) the making good of the defects, damages and wants of repair to which the same relate;

- (m) not, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) or unless the Lender shall otherwise require, exercise any option or right of election available at law that the supplies made in respect of any lease or tenancy shall be chargeable or taxable for Value Added Tax purposes at the standard or any other applicable rate, including (without limitation) pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994;
- (n) not, without the prior written consent of the Lender, enter into any negotiations with any competent authority with regard to the compulsory acquisition of the Property or consent to the compulsory acquisition of the Property and, where any such compulsory acquisition has or could have an adverse effect on the value of the Property, upon request by the Lender, permit the Lender and/or its representatives (for such time as the Lender reasonably requires) to conduct all or part of such negotiations or give such consent on its behalf;
- (o) comply with, and to the extent that it is within the power of the Chargor to do so, procure compliance with all Environmental Law affecting the Property and notify the Lender forthwith in writing of any breach or alleged breach or of the receipt of any notice or other communication in respect of any breach or alleged breach of any Environmental Law affecting the Property or any investigation or order, commenced or made in relation to any such breach or alleged breach and forthwith take all steps necessary to remedy any infringement of any Environmental Law affecting the Property. For the purpose of this Clause **Environmental Law** means the Clean Air Act 1968, the Control of Pollution Act 1974, the Control of Pollution (Amendment) Act 1989, the Environmental Protection Act 1990, the Planning (Hazardous Substances) Act 1997, the Water Resources Act 1991, the Environment Act 1995 and any other legislation for the time being in force relating to the pollution or protection of the environment and public health;
- (p) indemnify and reimburse the Lender in respect of any losses, damages, liabilities, claims, costs and expenses (including, without limitation, fines, penalties, judgments and awards, financial responsibility for clean-up activities and obligations, statutory or other official contributions, legal fees, technical consultancy, engineers' and experts' fees and costs and expenses) of obtaining or retaining consents or licences or otherwise complying with Environmental Law affecting the Property;
- (q) indemnify and keep indemnified (on a full indemnity basis) the Lender in respect of any Secured Obligations outstanding and pay the Lender upon demand with interest thereon at the rate specified in any relevant loan agreement or legal charge from the respective dates for payment of all moneys paid by the Lender in respect of all claims, costs, expenses and liability whatsoever from time to time incurred in relation to this Charge including (but without prejudice to the generality of the foregoing) all sums paid and expenses incurred by the Lender;
 - (i) in remedying or making good any breach or non-observance of any undertaking or obligation on the part of the Chargor herein contained; or

- (ii) under any undertaking, agreement or obligation contained in or imposed by any lease, agreement for lease, tenancy or licence affecting the Property which may have been or may hereafter be granted or entered into by the Chargor or by the predecessors in title of the Chargor or by any one or more of them; or
- (iii) under the Planning Acts whether in respect of any act, matter or thing done, omitted or suffered to be done or omitted by or on behalf of the Chargor or any person claiming under the Chargor or through whom the Chargor derives title to the Property or in respect of any objection to or the contesting of any notice, order or proposal therefor or otherwise howsoever; or
- (iv) under any requirements or regulation of any competent authority; or
- (v) arising out of any defect in or want of repair to the Property; or
- (vi) under any title burden, agreement or obligation, restrictive or otherwise, affecting the title to the Property and enforceable against the Property or the owner thereof for the time being and whether or not recited or referred to herein; or
- (vii) in enforcing or exercising or protecting or attempting to enforce or exercise or protect any of the rights, powers, provisions and undertakings contained in this Charge or to be implied from this Charge.

4.2 If the Chargor fails at any time to perform or observe any undertaking or condition on its part herein contained the Lender shall be entitled but not obliged, in order to make good such failure in whole or in part:

- (a) to enter upon the Property and effect such repairs and other works thereon as the Lender (acting reasonably) considers necessary;
- (b) to take such steps, give such notices, execute such works and do such things as the Lender (acting reasonably) considers necessary to comply with any requirements of or any notice, order, direction, permission or proposal given, served or made under the Planning Acts or otherwise affecting or likely to affect the Property;
- (c) to insure and keep insured the Property in such amount and in such manner as the Lender considers necessary provided that it is not in breach of the terms of any occupational lease affecting the Property; and
- (d) to admit, settle, liquidate, compound or contest in such manner as the Lender thinks fit any claim or liability in relation to the Property whether or not the Lender is expressly indemnified herein against the same and to make such payments and expend or debit on account such moneys as the Lender considers necessary to that end,

provided that the Lender shall not be deemed to be a mortgagee in possession by reason of the exercise of any right conferred by this Clause 4.2 and provided further that any sum expended by the Lender in accordance with this Clause 4.2 shall be repayable by the Chargor and be added to the total of the Secured Obligations.

4.3 For so long as it remains bound by the provisions of this Charge the Chargor shall not without the prior written consent of the Lender;

- (a) create or allow to be created any mortgage charge or lien on the Property;
 - (b) grant or accept a surrender of any lease or licence of the Property; nor
 - (c) transfer assign dispose or part with or share possession or occupation of the Property.
- 4.4 All moneys received under any insurance whatsoever in respect of loss or damage by fire or otherwise to the Property shall, if the Lender so requires, be applied in making good the loss or damage or in or towards the discharge of the money for the time being owing under this Charge, save to the extent that the provisions of any occupational lease affecting the Property prescribe how such insurance monies should be applied, in which case, such monies shall be applied in accordance with the provisions of such lease.

5 Other undertakings

- 5.1 For so long as it remains bound by the provisions of this Charge the Chargor shall not without the prior written consent of the Lender:
 - (a) assign charge or in any other way divert the payment of any rents due in respect of the Property away from the Chargor;
 - (b) enter into or permit to subsist any floating charge or other Security Interest over the whole or a substantial part of its assets which would entitle any person to appoint an administrator or administrative receiver;
 - (c) amend its memorandum or articles of association in a way which will contravene or result in contravention of any provision of this Charge; or
 - (d) enter into any agreement which has a material adverse effect upon the Chargor's ability to perform its obligations under this Charge.
- 5.2 The Chargor will at all times comply with all rules and regulations applicable to it and will obtain and maintain in full force and effect all consents, licences, approvals or authorisations of, exemptions by or registrations or declarations with, any governmental or other authority which may at any time be required in relation to this Charge or the Property.
- 5.3 Subject always to the provisions of the relevant facility agreement in place between the Chargor and the Lender from time to time (and provided that where there is any express conflict between the provisions of this Charge and the provisions of the relevant facility agreement, the provisions of the relevant facility agreement shall prevail to the extent of the conflict only), the Chargor shall provide the Lender promptly on request with such financial or other information relating to the Chargor and the Property as the Lender may from time to time request.

6 Payments

- 6.1 All payments by the Chargor pursuant to this Charge shall be made without any set-off, counterclaim or equity and free and clear of and without withholding or deduction for or on account of any Taxes except to the extent that the Chargor is required by law to make such withholding or deduction. If the Chargor or any agent of the Chargor is obliged to make any such withholding or deduction the Chargor shall pay a sufficient amount as will result (after such withholding or deduction) in the receipt by the Lender of the sum which would have been

receivable by it in the absence of such withholding or deduction in respect of the Chargor's obligations under this Charge; except that no such amount shall be payable in respect of United Kingdom income tax deducted from any payment of interest which any person is obliged to deduct pursuant to Section 349(2) Income and Corporation Taxes Act 1988 (as currently enacted).

- 6.2 All Taxes which are required by law to be deducted or withheld by the Chargor from any amount paid or payable under this Charge shall be paid by the Chargor to the appropriate authority when due in accordance with the provisions of any applicable law and the Chargor shall within 30 days of the payment being made deliver to the Lender evidence satisfactory to the Lender (including all relevant Tax receipts that it shall then have received) that the payment has been duly remitted to the appropriate authority.

7 The Lender's Rights

- 7.1 Save in so far as may be expressly provided for in the conditions of any dealing or as may otherwise be acknowledged in writing by the Lender such dealings shall not prejudice or affect the undertakings, liabilities and obligations of the Chargor hereunder or the rights and remedies of the Lender and shall not release or discharge any Security Interest given by the Chargor hereunder.
- 7.2 The conditions of any dealing agreed in writing by the parties thereto shall be deemed to have been set forth herein and shall be enforceable by the Lender accordingly.
- 7.3 For the purpose of this provision a dealing shall include:
- (a) the giving of time or indulgence by the Lender;
 - (b) the neglect or forbearance of the Lender in requiring or enforcing payment of any moneys hereby secured;
 - (c) the release of any property subject to this Charge or of any undertaking, condition, liability or obligation hereunder; and
 - (d) any act, omission, matter or thing whatsoever whereby the Chargor would or might have been released from any undertaking, condition, liability or obligation hereunder or any Security Interest given by it.
- 7.4 The Lender's costs (including legal costs and surveyors fees) of any dealing including the costs of any release, discharge or reconveyance in accordance with the provisions of Clause 11 will be the responsibility of the Chargor and shall be added to the total of the Secured Obligations.
- 7.5 The Lender may in relation to this Charge act on the opinion or advice of or any information obtained from any lawyer, valuer, surveyor, auditor, accountant or other expert acting in his professional capacity whether obtained by the Chargor or the Lender and shall not be responsible for any loss occasioned by so acting.
- 7.6 No assurance, security or payment which may be avoided under any enactment relating to bankruptcy, insolvency, winding-up or any similar process (including under sections 238 to 245 (inclusive) of the Insolvency Act 1986) and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment, shall prejudice or affect the right of such persons to enforce the security created by or pursuant to this

Charge in respect of the full extent of the Secured Obligations hereby secured. The Lender shall be at liberty at its absolute discretion to retain the security so created as security for the Secured Obligations for a period of one month plus such statutory period within which any security or payment given or made pursuant to this Charge may be avoided or invalidated after the Secured Obligations hereby secured shall have been paid in full, notwithstanding any release, settlement, discharge or arrangement given or made by the Lender on or as a consequence of such termination of liability. If at any time within such period after such termination, a petition shall be presented to a competent court for an order for the bankruptcy, insolvency, winding up or similar process of or in respect of the Chargor or the Chargor shall commence to be wound up voluntarily or an application for an administration order shall be made to a competent court in respect of the Chargor, the Lender shall be at liberty, notwithstanding the above, to continue to retain such security or any part thereof for and during such further period as the Lender in its absolute discretion shall determine. The Chargor agrees that such security shall be deemed to have been and to have remained held by the Lender as and by way of security for the payment to the Lender of all or any sums which may become due and owing to the Lender in respect of the Secured Obligations hereby secured.

8 The Lender's Powers and the Enforcement of the Charge

- 8.1 Section 103 of the Law of Property Act 1925 shall not apply to this Charge.
- 8.2 At any time after the Lender (in its capacity as Lender and as Hedge Counterparty) has demanded the repayment or discharge of the Secured Obligations or following a request by the Chargor and insofar as the law allows, the Lender or Hedge Counterparty may:
- (a) appoint a Receiver over all or part of the Property;
 - (b) exercise all of the powers conferred upon it as mortgagee by the Law of Property Act 1925;
 - (c) take possession of the Property and in so doing shall be deemed to be the agent of the Chargor, and to the extent that they are not charged by the Chargor in this Charge the Lender may at the expense of the Chargor and as the agent of the Chargor remove, store, preserve, sell or otherwise dispose of any chattels and any livestock at the Property without being liable to the Chargor for any loss in connection with such disposal and the Lender will pay the net proceeds of sale of such chattels and livestock (after payment of any costs incurred in connection with such removal, storage, preservation and disposal) to the Chargor on its demand;
 - (d) retire all bills or notes which are under discount with the Lender and to which the Chargor is a party in any capacity without any deduction.
- 8.3 Section 103 of the Law of Property Act 1925 shall not apply to this Charge, and the Charge shall become immediately capable of being enforced and the power of sale and other powers conferred on mortgagees by that Act shall arise and become exercisable without the restrictions contained in that Act at any time after the date of this Charge **PROVIDED THAT** the Lender will not exercise such powers until it has demanded repayment but this provision shall not affect anyone acquiring any interest in the Property from the Lender or put him upon enquiry as to whether or not such demand has actually been made.

- 8.4 The Lender shall be entitled to grant and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options in such terms as the Lender shall consider expedient and without statutory or other restrictions.
- 8.5 The restrictions on the right of consolidating mortgages which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this Charge.
- 8.6 The following provisions shall apply to any Receiver:
- (a) where more than one Receiver is appointed, they shall have the power to act severally as well as jointly in relation to all or any part of the Property unless the Lender shall when appointing them specify otherwise;
 - (b) if the Lender appoints a Receiver over part only of the Property, the Lender will still be entitled to appoint the same or another Receiver over any other part of the Property;
 - (c) the Lender may from time to time determine how and how much the Receiver is to be paid;
 - (d) the Lender may from time to time remove the Receiver from all or part of the Property and, if it wishes, appoint another in his place;
 - (e) the Receiver shall, so far as the law permits, be the agent of the Chargor, who shall alone be personally liable for the Receiver's acts, defaults and costs;
 - (f) the Receiver shall have all of the powers given to receivers by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed under that Act, and in addition to, but without limiting such general powers, and without prejudice to the Lender's powers, the Receiver shall have power in the name of the Chargor or otherwise to do the following things:
 - (i) to take possession of, collect and get in all or any part of the Property and all rents and other income of the Property;
 - (ii) to commence and/or complete any building works on any part of the Property;
 - (iii) to apply for and obtain any permissions, approvals, consents or licences as he may in his absolute discretion think fit;
 - (iv) to acquire any further property, assets or rights whatsoever, whether by way of purchase, lease or otherwise;
 - (v) to borrow money for any purpose specified in this clause from the Lender or any other person upon the security of the Property or otherwise;
 - (vi) to provide such services for tenants and generally to manage the Property in such manner as he shall think fit;
 - (vii) if the Property is leasehold, to vary the terms of or surrender the lease and/or to take a new lease of all or any part of the Property on such terms as he shall think fit, and so that such new lease shall become charged to the Lender on the terms of this Charge so far as applicable and to execute a

formal legal mortgage over any such new lease in favour of the Lender in such form as the Lender may require;

- (viii) to operate and manage any business or undertaking conducted at the Property;
- (ix) to sell (whether by way of auction or by private contract or by any other means), let, or grant licences of, and to vary the terms of or terminate or accept surrenders of leases or tenancies of all or any part of the Property or grant options over all or any part of the Property, in such manner and for such term, with or without any payment, with such rights relating to the other parts of the Property, and generally upon such terms and conditions (including the payment of money) as the Receiver shall think fit in his absolute discretion;
- (x) to accept payment for any such sale, lease, licence or option in a lump sum or by instalments or in cash or by debentures, securities or any other valuable consideration as the Receiver shall think fit;
- (xi) to establish a company or to purchase any shares in a company to acquire all or any part of the Property or any interest in the Property;
- (xii) to make any arrangement or to reach any agreement with regard to any claim which he or the Lender may think fit;
- (xiii) to carry out all repairs, renewals and improvements to the Property as he shall think fit;
- (xiv) to bring or defend any proceedings in the name of the Chargor as the case may be in relation to the Property as the Receiver shall think fit;
- (xv) to exercise on behalf of the Chargor all or any of the powers given to landlords or tenants (as the case may be) by the Landlord and Tenant Acts 1927 to 1988 in respect of the Property but without incurring any liability in respect of the powers so exercised;
- (xvi) to do all such other acts and things as may be considered by the Receiver to be incidental to or necessary for any of the powers contained in this Charge or otherwise to preserve, improve or sell the Property; and
- (xvii) the Receiver shall not be authorised to exercise any of the powers set out in this Charge if and to the extent that the Lender shall in writing have excluded them, whether when appointing the Receiver or subsequently.

8.7 All of the powers of the Receiver under this Charge may be exercised by the Lender at any time after the Lender has demanded repayment of the Secured Obligations or following the request by the Chargor to take any action referred to in Clause 8.2, whether as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed.

8.8 The rights of the Lender and any Receiver may be exercised as often as necessary are cumulative and are in addition to their respective rights under general law and may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right shall not be a waiver of that right.

9 Certificate of sums due

A certificate by a director, officer or manager of the Lender as to the money or liabilities for the time being due or incurred to it by the Chargor shall be conclusive evidence against the Chargor in any legal proceedings in the absence of manifest error.

10 Continuing security

10.1 The security created by this Charge shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or part of the Secured Obligations but shall be a continuing security for all the Secured Obligations.

10.2 The security created by this Charge shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other Security Interest now or hereafter held or judgement or order obtained by any the Lender for all or any part of the Secured Obligations or the omission of the Lender to claim payment from the Chargor or any other person nor shall such collateral or other Security Interest, judgement or order or any lien to which the Lender may otherwise be entitled (including any Security Interest prior to the date of this Charge) or the liability of any person not party hereto for all or any part of the Secured Obligations be in any way prejudiced or affected by this Charge.

11 Non-competition

11.1 Until all the Secured Obligations have been paid or satisfied in full and irrevocably, the Chargor shall not, unless required to do so by the Lender in writing:

- (a) be subrogated to any rights of the Lender against the Borrower or be entitled to any right of contribution or indemnity in respect of any payment to the Lender by the Borrower; or
- (b) be entitled to claim in the insolvency, administration, winding-up, bankruptcy or liquidation of the Borrower in competition with the Lender; or
- (c) exercise any right of compensation, retention or set-off against the Borrower; or
- (d) take any security or guarantee from the Borrower or claim the benefit of or exercise any right under any guarantee or security granted by the Borrower in favour of the Chargor.

11.2 If any security or guarantee is held from the Borrower by the Chargor or if any amount is received, retained or set-off by the Chargor either in contravention of Clause 11.1 or following a request from the Lender to exercise any of the rights referred to, the Chargor shall hold such security or guarantee and any amount received, retained or set-off in trust for the Lender and shall pay that amount to the Lender on demand.

12 Release of security

12.1 When the Secured Obligations have been irrevocably paid or discharged in full to the satisfaction of the Lender and the Lender has no further obligation to provide credit facilities or other accommodation to the Chargor or, if the Lender so agrees, at any other time, the Lender shall, subject to the provisions of Clause 12.2, at the request and cost of the Chargor, execute such documents as may be required to release this Charge and any other security created over the Property under the terms of this Charge.

- 12.2 If any payment or discharge of the Secured Obligations is, in the reasonable opinion of the Lender, liable to be avoided or invalidated under any enactment relating to bankruptcy or insolvency, the Lender may refuse to grant any release of the security created by this Charge for such further period as the risk of such avoidance or invalidity continues.

13 Warranty

The Chargor hereby warrants and represents to the Lender that this Charge and performance of its terms does not and will not exceed any power granted to it by or violate any provisions of (1) any law or regulation or any order or decree of any governmental authority or agency to which it is subject or (2) its memorandum and articles of association or (3) any charge, contract, undertaking, agreement or instrument to which it is a party or which is binding upon it or any of its assets.

14 Further assurance

The Chargor shall upon demand execute any document or do any act or thing which the Lender may specify with a view to perfecting or improving any security created or intended to be created by this Charge or (upon such security becoming enforceable) which the Lender or a Receiver may specify with a view to facilitating the exercise or the proposed exercise of any of their powers in this Charge.

15 Land Registry

- 15.1 Where the whole or any part of the Property is registered under the Land Registration Act 2002 the Chargor hereby applies to the Chief Land Registrar for registration against the registered title of the following restriction:

"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 Santander UK plc referred to in the Charges Register or, if appropriate, signed on behalf of such proprietor by its authorised signatory."

- 15.2 If the Lender is obliged to make further advances to the Chargor, the Chargor applies to the Chief Land Registrar for the registration against the registered title of such of the Property (if any) as is registered under the Land Registration Act 2002 of a note that the Lender is under an obligation to make further advances to the Chargor.

16 Transfer

If the Chargor becomes an RFI the Lender may transfer the security created under this Charge to any of its Affiliates (or hold the benefit of the security on trust for any of its Affiliates) and the Borrower shall promptly take all steps necessary or desirable to facilitate any such transfer.

17 Registration at Companies House

The Chargor consents to the registration of this Charge at Companies House pursuant to Part 25 of the Companies Act 2006

18 Notices

18.1 All notices or other communications under or in connection with this Charge shall be given in writing by facsimile or letter. Any notice shall be deemed to be given as follows:

- (a) if sent by facsimile, with confirmed receipt of transmission from the receiving machine, on the Business Day it was transmitted or, if transmitted after the normal business hours of the recipient, the following Business Day;
- (b) if delivered by hand, on the Business Day of actual delivery or if delivered after the normal business hours of the recipient, the following Business Day; and
- (c) if posted, on the second Business Day following the day on which it was properly despatched by first class mail postage prepaid.

18.2 The address for notices to the Chargor is 8th Floor, 55 Baker Street, London W1U 8EW (marked for the attention of Leonard Sebastian) or lsebastian@lrp.co.uk or such other address or facsimile number as the Chargor may notify to the Lender by not less than five Business Days' notice.

18.3 The address for notices to the Lender is Santander UK plc, 100 Ludgate Hill, London, EC4M 7RE (marked for the attention of Kiera Tse) or kiera.tsa@santander.co.uk or such other address or email address as the Lender may notify to the Chargor by not less than five Business Days' notice.

19 Third Parties

Unless expressly provided to the contrary in this Charge, a person who is not a party to this Charge may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

20 Perpetuity Period

The perpetuity period for the trusts in this Charge is 80 years.

21 Financial Collateral

21.1 To the extent that the assets mortgaged or charged under this Charge constitute "financial collateral" and this Charge and the obligations of the Chargor constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) the Lender shall have the right after this Charge has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

21.2 For the purpose of Clause 21.1 above, the value of the financial collateral appropriated shall be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

22 Counterparts

This Charge may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

23 Governing Law

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

In witness whereof this Charge has been executed as a deed and delivered on the date appearing as the date of this deed

EXECUTION

Executed as a deed by

SRE HOTELS (GEORGE ST) LIMITED PARTNERSHIP
acting by its general partners:

SRE GP1 LIMITED

acting by [REDACTED]..... Director

in the presence of

[REDACTED].....Signature of Witness

Zuzana Vercinsky.....Full name of Witness

55 Baker Street.....Address of Witness

London, W1U 8EW

Office Coordinator.....Occupation

and

SRE GP2 LIMITED

acting by [REDACTED]..... Director

in the presence of

[REDACTED].....Signature of Witness

Zuzana Vercinsky.....Full name of Witness

55 Baker Street.....Address of Witness

London, W1U 8EW

Office Coordinator.....Occupation

Executed for and on behalf of

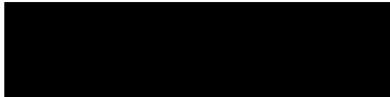
SANTANDER UK PLC

acting by



Authorised Signatory

in the presence of



Signature of Witness

V. Horne

Full name of Witness

8 Shortmead Rd

Address of Witness

Q99 8SR

Interior Designer

Occupation