



Registration of a Charge

Company name: **SIGNATURE LIVING HOTEL LIMITED**

Company number: **08124207**



X653PMIG

Received for Electronic Filing: **25/04/2017**

Details of Charge

Date of creation: **05/04/2017**

Charge code: **0812 4207 0029**

Persons entitled: **THE COAL EXCHANGE HOTEL LLP**

Brief description:

Contains fixed charge(s).

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: **DWF LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8124207

Charge code: 0812 4207 0029

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

Given at Companies House, Cardiff on 26th April 2017

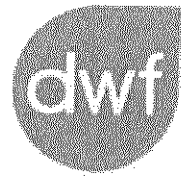
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House




THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



We hereby certify that this is a true copy
of the original in our possession.

5 April

2017



MSB Solicitors

25.4.2017

Neil Kelly
Solicitor
MSB Solicitors
1st Floor
No 4 St Paul's Square
Liverpool
L3 9SJ

(1) SIGNATURE LIVING HOTEL LIMITED

and

(2) THE COAL EXCHANGE HOTEL LLP

CONSTRUCTION ACCOUNT CHARGE

relating to development of an Hotel/Apart-Hotel at The Coal Exchange, Mount Stuart Square, Cardiff
CF10 5FQ

DWF LLP
One Snowhill
Snow Hill Queensway
Birmingham
B4 6GA

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THIS CONSTRUCTION ACCOUNT CHARGE is dated

5 April

2017

PARTIES:

- (1) **SIGNATURE LIVING HOTEL LIMITED** (Company Number 08124207) whose registered office is at Millennium House, 60 Victoria Street, Liverpool, Merseyside L1 6JD (the "Chargor");
- (2) **THE COAL EXCHANGE HOTEL LLP** (a limited liability partnership incorporated and registered in England and Wales with registration number OC407336) whose registered office is at 128 Buckingham Palace Road, London SW1W 9SA (the "Chargee").

BACKGROUND:

By the Development Agreement the Chargor has agreed to undertake certain obligations concerning the development of the Property and to provide security for those obligations upon the terms set out in this Charge.

TERMS AGREED

1. Definitions

- 1.1 In this Charge (including the Introduction) unless the context otherwise requires the following expressions shall have the following meanings:

Account means the interest bearing account opened with the Account Bank number [REDACTED] sort code [REDACTED] (and includes any sub-account, any redesignation of that account and any account substituted therefor) by and in the name of the Chargor and includes all sums for the time being held therein pursuant to this Charge;

Account Bank means Lloyds Bank plc at its branch at Lloyds Bank, Water Street Branch, Liverpool;

Building Contract has the meaning given to it in the Development Agreement;

Charged Assets means all of the property expressed to be charged or assigned in favour of the Chargee pursuant to clause 3 of this Charge;

Chargee's Rights has the meaning given to it in clause 6.1;

Contractor has the meaning given to it in the Development Agreement;

Development Agreement means an agreement for the carrying out of various works at the Property dated the date hereof and made between (1) the Chargee and (2) the Chargor;

Encumbrance means any mortgage, charge, lien, pledge or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including without limitation, trust, set-off, title transfer and retention

arrangements) having a similar effect;

Enforcement Event

means any of the events specified in clause 5;

Insolvency Event

means:

- (a) the commencement of any voluntary winding-up or liquidation the making of any order for the compulsory winding up for liquidation or the amalgamation reconstruction reorganisation dissolution or receivership or the commencement of the administration in respect of the Chargor or any of its Subsidiaries (and commencement shall include the presentation of a petition or the convening of a meeting for the purpose inter alia of passing a resolution for or with a view to any of the foregoing) save for the purposes of reconstruction of a solvent company; or
- (b) the Chargor or any of its Subsidiaries becomes insolvent or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 on the assumption for the avoidance of doubt such section applies to a limited liability partnership or certifies that it is unable to pay its debts in full as and when they fall due or the Chargor or any of its Subsidiaries otherwise becomes insolvent or suspends making payments to all or any class of its creditors or announces an intention to do so; or
- (c) the Chargor or any of its Subsidiaries proposes or convenes a meeting of or proposes to enter into any general assignment arrangement or composition for the benefit of its creditors or ceases or announces its intention to cease all or a material part of its business; or
- (d) the appointment of a receiver or similar officer in respect of all or any part of the assets of the Chargor or any of its Subsidiaries or the Chargor or any of its Subsidiaries requests any person to appoint such a receiver or similar officer or any other steps are taken to enforce any charge or other security over any of the property of the Chargor or any of its Subsidiaries or any analogous event takes place under another jurisdiction; or
- (e) any distress, execution, attachment or other legal process affects the whole or a material part of the

assets of the Chargor or any of its Subsidiaries and is not discharged within 21 days; or

- (f) any steps are taken by another creditor to repossess any goods in the possession of the Chargor or any of its Subsidiaries under any hire purchase, conditional sale, leasing, retention of title or similar arrangement;

Mandate Letter means the letter addressed to the Account Bank in the form attached in the Appendix hereto and marked "Mandate Letter";

Notice of Completion of Making Good has the meaning given to that expression in the Building Contract;

Previous Development Agreement means an agreement for the carrying out of various works in respect of 56 bedrooms, the common parts and the structure at The Coal Exchange, Mount Stuart Square, Cardiff CF10 5FQ dated 5 April 2016 and made between (1) the Chargee and (2) the Chargor;

Project Monitor means the project monitor appointed by the Chargee in relation to the development of the Property and as notified in writing to the Chargor;

Property means the leasehold property of 6 bedrooms known as The Coal Exchange, Mount Stuart Square, Cardiff CF10 5FQ being part of the property comprised in Title Number WA87048 being the property comprised in a Lease dated the date hereof and made between (1) the Chargor and (2) the Chargee and;

Secured Obligations means the obligations of the Chargor to carry out and perform its obligations under the Development Agreement and the Previous Development Agreement;

Security Sum means £11,668,286 (Eleven Million Six Hundred and Sixty Eight Thousand Two Hundred and Eighty Six pounds) to represent such sum as required to be deposited under the Development Agreement; and

Subsidiary has the meaning given to it in the Companies Act 2006.

1.2 Unless the context otherwise requires:

- (a) words importing the singular shall include the plural and vice versa;
- (b) references to any statute shall include any statutory modification, extension or re-enactment of it or of any part of it for the time being in force and shall also include all instruments and regulations deriving validity from that statute;

- (c) references to this Charge or any other deed, agreement or document shall be to this Charge or, as the case may be, such other deed, agreement or document as the same may from time to time be amended, varied, altered, modified, supplemented or novated;
- (d) headings are included for ease of reference only and shall be ignored for the purposes of interpretation;
- (e) a reference to the "Account Bank" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (f) references to a clause or a schedule shall be to a clause of or schedule to this Charge;
- (g) unless the context otherwise requires, the defined terms in the Development Agreement shall have the same meaning in this Charge.

2. **The Account**

- 2.1 The Chargor covenants with the Chargee that it will on the date of this Charge pay the Security Sum into the Account.
- 2.2 The Chargor and the Chargee will on the date of this Charge deliver the Mandate Letter to the Account Bank and shall procure that on the date hereof the Chargee shall receive an acknowledgement thereof in the form set out in the Appendix from the Account Bank.

3. **Charge**

- 3.1 The Chargor hereby covenants with the Chargee that all the Secured Obligations will be duly and punctually discharged in accordance with the Development Agreement and the Previous Development Agreement.
- 3.2 The Chargor as beneficial owner and with full title guarantee and as a continuing security for the payment and discharge of all of the Secured Obligations charges to the Chargee by way of first fixed charge the Account and the full credit balance thereon and all rights and benefits accruing to or arising in connection therewith.

4. **Blocked Account**

- 4.1 Until discharge or release of this Charge in accordance with clause 10, the Chargor shall not be entitled to withdraw any amount from the Account otherwise than as permitted by the Development Agreement and the Previous Development Agreement and in accordance with the provisions of this Charge (including the Mandate Letter) and all interest accruing on any credit balance on the Account shall form part of the security hereunder but (subject to the exercise of any rights in clause 5) if and when the security hereunder is released shall then belong to the Chargor absolutely.
- 4.2 Any withdrawal from the Account which may be permitted as aforesaid shall not be deemed to be a release of this security over any other monies then or at any time thereafter forming part of the Charged Assets.

5. Appropriation and Deposit

5.1 Any time after an Insolvency Event has occurred in relation to the Chargor or the Chargee shall have made a demand in writing on the Chargor in respect of any default by the Chargor in meeting any of the Secured Obligations the Chargee shall be at liberty and is hereby irrevocably and unconditionally authorised by the Chargor on written demand to the Account Bank to appropriate the relevant part of the Charged Assets as may be required to satisfy the Secured Obligations then accrued and where appropriate to require the Account Bank to pay to the Chargee the Charged Assets in accordance with the Mandate Letter or such of the Charged Assets as shall be sufficient to satisfy the Secured Obligations then accrued Provided that if at the time of such appropriation there are monies due and payable by the Chargor to the Contractor pursuant to the Building Contract then the Chargee shall out of such appropriated sum make payment to the Chargor or the Contractor (in its discretion) in relation to such sum.

5.2 Any written demand given by or on behalf of the Chargee pursuant to clause 5.1 to the Account Bank shall, in favour of the Account Bank be conclusive evidence that the demand made on the Chargor pursuant to clause 5.1 was properly made, given and received and that the amount to be withdrawn from the Account is in accordance with clause 5.1.

6. Miscellaneous

6.1 No failure to exercise, or delay on the Chargee's part in the exercising of any of its rights, powers and remedies under this Charge or at law (collectively the "Chargee's Rights") shall operate or be construed as a waiver thereof, nor shall any single, partial or defective exercise of any of the Chargee's Rights preclude any further or other exercise of that one of the Chargee's Rights or of any other of the Chargee's Rights.

6.2 The rights, powers and remedies of the Chargee under this Charge are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers and remedies provided by law.

6.3 The Chargee may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Secured Obligations or any other security or guarantee for the Secured Obligations without derogating from the Charger's liabilities or the Chargee's rights, powers and remedies under this Charge.

6.4 Neither the Chargor nor the Chargee may assign or in any way transfer any of its rights or obligations under this Charge.

6.5 The Chargor shall supply copies of statements relating to the Account (no less frequently than monthly) to the Chargee or c/o Ingman Capital Partners Limited or such other persons as may be notified by the Chargee to the Chargor.

6.6 The Chargor shall at all times so long as a signing authority applies in relation to the Account ensure that amounts cannot be withdrawn by it without a signature of a representative from the Chargee.

7. Further Assurance

The Chargor shall at its own expense execute and do all such assurances, acts and things (including without limitation the giving of instructions and/or authorisations to the Account Bank) as the Chargee may reasonably require for perfecting or protecting the security intended to be created hereby over the Charged Assets or any part thereof or for facilitating the realisation thereof and in the exercise of the Chargee's Rights and all powers authorities and discretions vested in the Charges or any Receiver or their respective delegates or sub-delegates.

8. Representations and Covenants

8.1 The Chargor hereby represents and warrants on the date of this Charge and each date that this Charge is outstanding to the Chargee that:

- (a) the Chargor is and will be at all times during the subsistence of the security hereby created (but subject to the security hereby created) the sole legal and beneficial owner of the Charged Assets free from any Encumbrance;
- (b) the Chargor will not at any time during the subsistence of the security hereby created create grant extend or permit to subsist any Encumbrance on or over or sell or otherwise dispose of or agree to sell or otherwise dispose of the benefit of all or any of its right title and interest in and to the Charged Assets;
- (c) it is duly incorporated and validly existing under the laws of the place of its incorporation;
- (d) this Charge constitutes its legal, valid and binding obligations, is within its powers and has been duly authorised by it;
- (e) this Charge does not and will not breach any instrument, agreement or undertaking or violate any applicable law, rule or regulation; and
- (f) all consents and authorisations necessary in relation to this Charge have been obtained and are in force.

8.2 The Chargor hereby undertakes with the Chargee that:

- (a) the Chargor is and will be at all times during the subsistence of the security hereby created (but subject to the security hereby created) the sole legal and beneficial owner of the Charged Assets free from any Encumbrance; and
- (b) the Chargor will not at any time during the subsistence of the security hereby created create grant extend or permit to subsist any Encumbrance on or over or sell or otherwise dispose of or agree to sell or otherwise dispose of the benefit of all or any of its right title and interest in and to the Charged Assets.

9. Continuing Security

The security created by this Charge shall:

- 9.1 be a continuing security and shall not be affected by any intermediate payments or settlements of account or any part of the Secured Obligations;
- 9.2 not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Chargor in respect of any Secured Obligations or by any legal limitation, lack of authority of any person appearing to be acting for the Chargor in any matter in respect of any Secured Obligations or by any other fact or circumstances (whether or not known to the Chargor or the Chargee) as a result of which any Secured Obligations may be rendered illegal, void or unenforceable by the Chargee;
- 9.3 not be affected or prejudiced by the insolvency or liquidation of the Chargor or by the Chargee holding or taking any other or future securities or varying, releasing or omitting or neglecting to enforce any such securities or by the Chargee varying or determining any credit to the Chargor or giving time or any other indulgence to or making any other arrangements with or accepting any composition from the Chargor or any other person liable in respect of or having given security for the Secured Obligations; and
- 9.4 be additional and without prejudice to any other securities which the Chargee may from time to time hold.

10. Release and Reassignment

- 10.1 Upon the date of the issue of the Notice of Completion of Making Good the Chargee shall forthwith at the request of the Chargor countersigned by the Chargee reassign release or otherwise discharge the security created by this Charge.
- 10.2 All monies which are properly withdrawn from the Account in accordance with the provisions of this Charge shall be deemed to be released from the security created by this Charge with effect from the time of such withdrawal.

11. Severance

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect (or any of the security intended to be created by or pursuant to this Charge is ineffective) under the law of any jurisdiction, such illegality, invalidity or unenforceability shall not affect:

- 11.1 the legality, validity or enforceability of the remaining provisions or the effectiveness of any of the remaining security under such law; or
- 11.2 the legality, validity or enforceability of such provision or the effectiveness of such security under the laws of any other jurisdiction.

12. Power of Attorney

12.1 Appointment

By way of security for the performance of its obligations under this Charge the Chargor irrevocably (within the meaning of Section 4 of the Powers of Attorney Act 1971) appoints the Chargee and any receiver jointly and severally as its attorney with full power of delegation and in its name and on its behalf and as its act and deed to sign seal execute deliver perfect and do any deed assurance agreement instrument act or thing which may be required or may properly be deemed desirable for any of the purposes set out in this Charge.

12.2 Ratification

The Chargor shall ratify and confirm all things done by the attorney in the exercise or purported exercise of the attorney's powers.

12.3 Irrevocable Grant

The power of attorney granted under clause 12 as regards the Chargee any Receiver and its or their delegated and substitutes (as the Chargor acknowledges) are granted irrevocably as part of this security to secure proprietary interests of and the performance of its obligations owed to the respective donees within the meaning and for the purposes of the Powers of Attorney Act 1971.

13. Administration

13.1 Upon an application being made to the Court for an administration order in respect of the Chargor by a person other than the Chargee (or a person connected with the Chargee) the Chargee may appoint by writing any person or persons (being qualified to act as an insolvency practitioner within the meaning of the Insolvency Act 1986) to be a receiver and manager or receivers and managers of all or any part of the Charged Assets and such person or persons shall be entitled and empowered to exercise all powers conferred on a receiver by the said Act including (though without prejudice to the generality of the foregoing) the powers conferred by schedule 1 thereof.

13.2 The Chargee is not entitled to exercise its powers in relation to the assets charged by clause 3 save only in accordance with the express provisions of this Charge.

14. Notices

14.1 Each communication to be made under this Charge shall be made in writing and may be made by letter or facsimile.

14.2 Any communication to be made or delivered by one party to the other shall be made or delivered to that other party at its address set out at the beginning of this Charge or to such other address as may from time to time be notified by one party to the other in accordance with this clause.

14.3 Any communication made or delivered for any purpose of this Charge shall be deemed made or delivered when dispatched in the case of a facsimile or in the case of a letter when left at

the relevant address or two business days after dispatch by prepaid first class post in an envelope addressed to the relevant address.

15. Liability

The Chargor shall have no liability to the extent that the Chargee shall fail or delay authorising the release of any monies from the Account in accordance with the provisions of the Development Agreement and the Previous Development Agreement and this Charge to enable the same to be paid to meet the Secured Obligations.

16. Law

This Charge 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 the Charge has been executed as a deed by the Chargor and is intended to be and is hereby delivered on the date first above written.

APPENDIX

Mandate Letter

TO: Lloyds Bank Plc

DATED

2017

Dear Sirs

Signature Living Hotel Limited ("we", "us" and the "Chargor") enclose a copy of the Charge (the "Charge") made the [•] 2017 between ourselves and The Coal Exchange Hotel LLP (the "Chargee") and we give Lloyds Bank plc ("you" and the "Account Bank") notice that we have charged in favour of the Chargee our right, title and interest in all monies credited to or for the time being standing to the credit of our deposit account with you numbered _____ sort code _____ (the "Account") (together with the debt represented thereby and the Account) upon the terms of the Charge.

Unless the context otherwise requires, the defined terms in the Charge shall have the same meanings in this letter.

The Chargor and the Chargee irrevocably and unconditionally instructs and authorises the Account Bank (notwithstanding any previous instructions whatsoever which we may have given to you to the contrary):

1. to disclose to the Chargee such information relating to the Account as the Chargee may at any time and from time to time request you to disclose to it;
2. unless and until the Chargee gives to you written notice to the contrary, to act in accordance with the following instructions in relation to payments from the Account:
 - 2.1 the Account Bank will not be required to make any payments from the Account until the Construction Pack, including for the avoidance of doubt the Collateral Warranties and the Appointments have been duly executed and delivered to the Chargee from (1) the Contractor, (2) each of the Consultants and (3) any Sub-Contractors from time to time appointed by the Contractor;
 - 2.2 the Chargor shall notify you of the net amount due for payment to the Contractor (as defined in the Development Agreement) such net amount being the amount set out in the payment notice issued by us (being the "Employer" under the Development Agreement) pursuant to the relevant provisions of the Building Contract less the amount set out in any withholding notice issued by us under the Building Contract (if any);

- 2.3 the Project Monitor (which shall be appointed from time to time by the Chargee and notified to you) shall notify you and the Chargee that the net amount specified in the payment notice in paragraph 2.2 above represents the amount payable under the Development Agreement at that time;
- 2.4 upon the receipt of the notifications in paragraphs 2.2 and 2.3 above pay the net amount from the Account to the account set out in paragraph 2.5 below;
- 2.5 unless and until the Chargee at any time is entitled to exercise its rights under its security in respect of the Charge gives you written notice to the contrary all payments from the account are to be made into the Contractor's (as defined in the Development Agreement) bank account;
3. all sums released from the Account pursuant to this Charge shall include a deduction equal to the retention (if any) agreed under the Development Agreement and such retention shall be held within the Account as security for the due and proper discharge of the Secured Obligations and (as to one half of the retention) after the Practical Completion Date for the remedying of defects appearing in the Works carried out pursuant to the Development Agreement AND the Chargee shall procure the release to the Chargor of the said retention (or such part thereof as shall remain following any recourse thereto by the Chargee hereunder):
 - 3.1 as to one-half thereof within five working days following the Practical Completion Date;
 - 3.2 as to the remaining one-half thereof within five working days after the issue of the Certificate of Completion of Making Good Defects;
4. upon the Practical Completion Date the balance remaining in the Account (less the amounts referred to in paragraph 3 above) shall immediately be released and paid to the Chargor;
5. on Practical Completion (as defined in the Development Agreement between us and the Chargee) to pay the balance remaining in the Account at such time to the Chargor,

in each case without reference to or further authority from us and without enquiry by you as to the justification for such disclosure, instructions, notice or statement.

The instructions and authorisations which are contained in this letter are subject always to the provisions of the Development Agreement and shall remain in full force and effect until the Chargee gives you notice in writing countersigned by us that the Charge has been released in which event you shall then only take instructions from us.

This letter and any non-contractual obligations arising out of it or in connection with it shall be governed by and construed in accordance with the Laws of England.

Yours faithfully

For and on behalf of

LIMITED

For and on behalf of the

LLP

Form of Acknowledgement

To: The Coal Exchange Hotel LLP and Signature Living Hotel Limited

From: Lloyds Bank plc

DATED [●] 2017

Dear Sirs

We hereby acknowledge receipt of a letter dated 2017 and addressed to us from Signature Living Hotel Limited (the "Chargor") and The Coal Exchange Hotel LLP (the "Chargee") regarding the Account mentioned in such letter and, subject always to the provisions of the Development Agreement:

- (a) we accept the instructions and authorisations contained in such letter; and
- (b) we undertake to act in accordance and comply with the terms of such letter.

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

By

For and on behalf of Lloyds Bank plc.

SIGNATURE PAGE

EXECUTED as a deed, and delivered by)
SIGNATURE LIVING HOTEL LIMITED signed)
by one director in the presence of:)
) Director

[Redacted Signature]

Independent Witness

Signature

[Redacted Signature]

Name

.....

Address

.....

.....

.....

.....

Occupation

.....

[Redacted Address and Occupation]

EXECUTED as a deed for and on behalf of)
THE COAL EXCHANGE HOTEL LLP)
acting by one member in the presence of:)

) Member

Independent Witness

Signature

.....

Name

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Address

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Occupation

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