



**Registration of a Charge**

Company Name: **HOTEL COLLECTION HOTEL NO. 2 LIMITED**

Company Number: **09173889**



Received for filing in Electronic Format on the: **16/11/2021**

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**Details of Charge**

Date of creation: **02/11/2021**

Charge code: **0917 3889 0009**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED (AS SECURITY AGENT)**

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: **BRODIES LLP**



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

Company number: 9173889

Charge code: 0917 3889 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd November 2021 and created by HOTEL COLLECTION HOTEL NO. 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2021 .

Given at Companies House, Cardiff on 17th November 2021

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**



.....  
Brodies LLP  
Solicitors

EXECUTION VERSION

Date: 11 November 2021  
Ref: APO13.5

**SCOTS LAW ASSIGNATION OF RENTS**

by

**HOTEL COLLECTION HOTEL NO. 2 LIMITED**

as Chargor

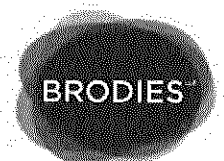
in favour of

**SITUS ASSET MANAGEMENT LIMITED**

as Security Agent

**RE: Carlton Hotel, 19 North Bridge, Edinburgh**

**Brodies LLP  
15 Atholl Crescent  
Edinburgh EH3 8HA  
T: 0131 228 3777  
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DX ED10  
Ref: MXM.KLRF.APO13.5  
2021**



ENLIGHTENED THINKING

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Assignment is delivered on: 2 NOVEMBER 2021

#### ASSIGNATION OF RENTS by

- 1 **HOTEL COLLECTION HOTEL NO. 2 LIMITED**, registered under the Companies Acts (Registered Number 09173889) and having its Registered Office now or sometime at 2nd Floor 167-169 Great Portland Street, London, England, W1W 5PF and now or intended to be at 42-44 Grosvenor Gardens, London, SW1W 0EB (the "**Chargor**")

in favour of

- 2 **SITUS ASSET MANAGEMENT LIMITED**, a company incorporated in England and Wales with company number 06738409 and having its registered office at 34th Floor 25 Canada Square, Canary Wharf, London, England E14 5LB, as security trustee for each of the Secured Parties (as defined below) (the "**Security Agent**").

#### BACKGROUND:

The Chargor enters into this Assignment in connection with the Facilities Agreement (as defined below).

#### IT IS AGREED AS FOLLOWS:

##### 1 Definitions and interpretations

##### 1.1 Definitions

In this Assignment:

"**Event of Default**" has the meaning given to it in the Facilities Agreement;

"**Facilities Agreement**" means the facilities agreement dated on or prior to the date of delivery of this Assignment between, amongst others, HPREF II Conrad UK Investments Limited as the Borrower, HPREF II UK Minority Holdings Limited as the Original Guarantor, the Arranger, the Agent, the Security Agent and the Lenders (each as defined in that agreement as amended, varied, restated, novated or supplemented from time to time);

"**Finance Document**" has the meaning given to it in the Facilities Agreement, and "**Finance Documents**" shall be construed accordingly;

"**Leases**" means:

- (a) each of the leases, licences and rental income guarantees detailed in Part 3 of the Schedule to this Assignment;

- (b) any other lease or licence which the Security Subjects may at any time be subject, and
- (c) any guarantee of a Tenant's obligations under (b) above.

and "Lease" shall be construed accordingly.

"Obligor" has the meaning given to that term in the Facilities Agreement;

"Party" means a party to this Assignment;

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Security Subjects under the Leases (without double counting), including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received from any deposit held as security for performance of a Tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of the Security Subjects and any fixture and fitting on the Security Subjects including any fixture or fitting on the Security Subjects for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Lease;
- (g) any sum paid or payable in respect of a breach of covenant, undertaking or dilapidations under any Lease and for expenses incurred in relation to any such breach;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any Tenant under any Lease;
- (i) any Tenant Contributions;
- (j) any contribution to a sinking fund paid by a tenant under any Lease;
- (k) any contribution by a Tenant to ground rent due under any Lease;

- (l) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor; and
- (m) any amount in respect of or which represents VAT;

**"Schedule"** means the schedule in three parts annexed and executed as relative hereto;

**"Secured Liabilities"** 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 each Transaction Obligor to any Secured Party under each Finance Document;

**"Secured Party"** has the meaning given to it in the Facilities Agreement and **"Secured Parties"** shall be construed accordingly;

**"Security Assets"** means all assets of the Chargor the subject of any assignation or Security created by or pursuant to this Assignment;

**"Security Period"** means the period beginning on the date of delivery of this Assignment and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally paid or discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other Obligor under any of the Finance Documents;

**"Security Subjects"** means ALL and WHOLE the subjects known as Carlton Hotel, 19 North Bridge, Edinburgh EH1 1SD being the subjects registered in the Land Register of Scotland under Title Number MID155681;

**"Tenant"** means each tenant for the time being and from time to time under any Lease;

**"Tenant Contributions"** means any amount paid or payable to the Chargor by any Tenant under the Leases or any other occupier of the Security Subjects, by way of:

- (a) contribution to:
  - (i) ground rent and any other sum payable by it under any Lease;
  - (ii) insurance premia;
  - (iii) the cost of an insurance valuation;
  - (iv) a service or other charge in respect of the Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a Tenant of, or with respect to, the Security Subjects;
  - (v) a reserve or sinking fund;

- (vi) the Chargor's cost of complying with applicable laws and regulations relating to the Security Subjects; or
  - (vii) any expenses incurred in respect of a breach of covenant, undertaking or dilapidations where such contribution is to be applied in remedying such breach or discharging such expenses; and
- (b) VAT.

"Transaction Obligor" has the meaning given to it in the Facilities Agreement.

## 1.2 Terms defined in other Finance Documents

Unless defined in this Assignment, or the context otherwise requires, a term defined in the Facilities Agreement or in any other Finance Document has the same meaning in this Assignment or any notice or intimation given under or in connection with this Assignment, as if all references in those defined terms to the Facilities Agreement or other Finance Documents were a reference to this Assignment or that notice or intimation.

## 1.3 Construction

1.3.1 Clauses 1.2 (*Construction*) and 1.4 (*Currency symbols and definitions*) and (as applicable) 1.6 (*Luxembourg terms*), 1.7 (*Dutch terms*) and 1.9 (*Scottish terms*) of the Facilities Agreement will apply as if incorporated in this Assignment or in any notice or intimation given under or in connection with this Assignment, and as if all references in that Clause to the Facilities Agreement were a reference to this Assignment or that notice or intimation.

1.3.2 This Assignment is a Finance Document.

## 1.4 Application of provisions in the Facilities Agreement

Clause 33 (*Notices*) of the Facilities Agreement is deemed to form part of this Assignment as if expressly incorporated into it and as if all references in that clause to the Facilities Agreement were references to this Assignment.

## 1.5 No obligation

The Security Agent shall not be under any obligation in relation to the Security Assets as a consequence of this Assignment and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Security Assets.

## 2 Undertaking to pay

The Chargor undertakes to the Security Agent (as trustee for the Secured Parties) that it shall, on demand of the Security Agent pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

## 3 Common provisions

All the security constituted by or pursuant to this Assignment is:

- 3.1 created with absolute warranty;
- 3.2 created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Assignment and the Security created by or pursuant to it on trust for the Secured Parties; and
- 3.3 continuing security for the payment and discharge of all the Secured Liabilities.

## 4 Assignment in Security

The Chargor as a continuing security for the payment and satisfaction of all the Secured Liabilities hereby assigns to the Security Agent the Chargor's whole entitlement to receive the Rental Income from the Tenants and from any rental income guarantor under the Leases.

## 5 Intimation

### 5.1 Intimation

The Chargor undertakes forthwith on the date of delivery of this Assignment, to intimate to the Tenants and any applicable rental income guarantor under the Leases and any such other relevant third party as the Security Agent shall reasonably require, the fact that the Chargor has assigned the Rental Income under the Leases in security to the Security Agent, such intimation to be substantially in the form set out in Part 1 of the Schedule to this Assignment and the Chargor will use reasonable endeavours to procure that the Tenants and such rental income guarantors shall give an acknowledgement to the Security Agent in the form set out in Part 2 of the Schedule to this Assignment.

### 5.2 New leases/devolution of tenant's interest

Subject to the terms of the Facilities Agreement:

- 5.2.1 In the event that any new Lease of the Security Subjects is entered into after the date of delivery of this Assignment, the Chargor shall grant a new assignment of rents in terms materially the same as this Assignment promptly, and within three Business Days of execution of such new Lease by the Chargor, and the Chargor shall forthwith intimate the granting of the same to the tenants under such new Lease and any applicable rental



income guarantor under such new Leases and to such other relevant parties as the Security Agent requires.

- 5.2.2 In the event of any permitted assignment or permitted devolution of a Tenant's interest in a Lease the Chargor shall forthwith notify the Security Agent of such assignment or devolution and shall forthwith intimate this Assignment to the transferee in accordance with Clause 5.1 (*Intimation*).

## **6 Provisions as to security and perfection**

### **6.1 Restrictions on Dealing**

Except where agreed in writing by the Security Agent or as permitted under the Finance Documents, the Chargor will not at any time during the Security Period create or permit to subsist any Security over all or any part of the Security Assets or dispose of or otherwise deal with all or any part of the Security Assets.

### **6.2 Deposit of title deeds**

The Chargor shall:

- 6.2.1 promptly upon the date of delivery of this Assignment deposit (or procure the deposit) with the Security Agent all deeds, certificates and other documents constituting or evidencing title to the Security Assets; and
- 6.2.2 deposit with the Security Agent at any time thereafter any further such deeds, certificates, instruments of transfer and other documents, promptly upon coming into possession of any of those items,

or otherwise procure that such deeds, certificates and other documents constituting or evidencing title to the Security Assets are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose and pursuant to a solicitor's undertaking in an agreed form.

## **7 Further Assurances**

- 7.1 The Chargor shall promptly, at its own cost, take all such action (including filings, registrations and notarisations and applying for relief against forfeiture and/or irritancy) and execute all such documents (including assignments, assignments, transfers, mortgages, standard securities, pledges, charges, notarisations, registrations, notices, intimations and instructions) as the Security Agent may require to:

- 7.1.1 create, perfect, protect and/or maintain the security created or intended to be created in respect of the Security Assets in accordance with the rights vested in it under this Assignment (which may include the execution by the Chargor of a standard security charge, assignment over all or any of the assets constituting, or intended to constitute, the

Security Assets) or for the exercise of any of the rights, powers and remedies of the Security Agent provided by or pursuant to this Assignment or by law;

- 7.1.2 while an Event of Default is continuing, facilitate the realisation of the Security Assets; and/or
- 7.1.3 facilitate the transfer and/or assignment of any guarantee granted in respect of a tenant's obligations under any lease or licence of the Security Subjects to any successor landlord on and at any time after the security created by or pursuant to this Assignment has become enforceable in accordance with Clause 8 (*Enforcement of security*).

## **8 Enforcement of security**

- 8.1 On and at any time after the occurrence of an Event of Default (for as long as it is continuing), the Security created by or pursuant to this Assignment is, immediately enforceable and the Security Agent may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:
  - 8.1.1.1 enforce all or any part of this Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration)); and
  - 8.1.1.2 exercise all or any of the rights, powers, authorities and discretions conferred by this Assignment or by law (as varied or extended by this Assignment) on creditors.
- 8.2 Without prejudice to the generality of clause 8.1, following this Assignment becoming enforceable the Security Agent shall be entitled (but is not obliged) to exercise all and/or any rights and powers in relation to the Rental Income which could have been exercised by the Chargor, including (without limitation):
  - 8.2.1 power to receive all or any money payable in respect of or in connection with the Rental Income or any part of them;
  - 8.2.2 power to negotiate, compromise and/or agree any dispute arising in connection with the Rental Income; and
  - 8.2.3 to receive and to apply any or all of the Rental Income in or towards the satisfaction of any sum hereby undertaken to be paid by the Chargor.

## 9 Application of moneys

All moneys received or recovered and any non-cash recoveries made or received by the Security Agent pursuant to this Assignment or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of any applicable law) be applied first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the Security Agent, the payment or other discharge of the Security Agent's remuneration and the discharge of any liabilities incurred by the Security Agent in, or incidental to, the exercise of any of the Security Agent's powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by the Chargor) in accordance with the terms of the Facilities Agreement.

## 10 Protection of purchasers

### 10.1 Consideration

The receipt of the Security Agent shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, the Security Agent may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

### 10.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent shall be bound to inquire whether the right of the Security Agent to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent in such dealings.

## 11 Power of Attorney

### 11.1 Appointment and powers

The Chargor irrevocably appoints the Security Agent to be its mandatory and attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the mandatory and attorney may consider to be required or desirable for:

11.1.1 carrying out any obligation imposed on the Chargor by this Assignment or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, standard securities, assignments, assignments or other security and any transfers of the Security Assets and perfecting and/or releasing the security created or intended to be created in respect of the Security Assets);

11.1.2 enabling the Security Agent to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Assignment or by law (including, after this Assignment has become enforceable in accordance with Clause 8

(*Enforcement of security*), the exercise of any right of an owner of the Security Assets); and

- 11.1.3 enabling the Security Agent to transfer and/or assign any guarantee granted in respect of a tenant's obligations under any lease or licence of the Security Subjects to any successor landlord on and at any time after the security created by or pursuant to this Assignment has become enforceable in accordance with Clause 8 (*Enforcement of security*).

provided that the Security Agent will not exercise the powers granted under this Clause 16.1 unless a Default is continuing.

## 11.2 Ratification

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

## 12 Effectiveness of security

### 12.1 Continuing security

- 12.1.1 The Security created by or pursuant to this Assignment shall remain in full force and effect as a continuing Security for the Secured Liabilities unless and until discharged by the Security Agent in writing.

- 12.1.2 No part of the Security from time to time intended to be constituted by this Assignment will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities.

### 12.2 Cumulative rights

The Security created by or pursuant to this Assignment shall be cumulative, in addition to and independent of every other Security which the Security Agent or any Secured Party may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Security Assets shall merge into the Security constituted by this Assignment.

### 12.3 No prejudice

The Security created by or pursuant to this Assignment shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the security or by any other thing which might otherwise prejudice that Security.

### 12.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any right, power or remedy under this Assignment, shall operate as a waiver of that right, power or remedy or constitute an election to affirm this Assignment. No election to affirm this Assignment on the part of the Security Agent shall be effective unless it is in writing. The rights, powers and remedies provided in this Assignment are cumulative and not exclusive of any provided by law. No single or partial exercise of any right, power or remedy shall preclude any further or other exercise of that or any other right or remedy.

### 12.5 No liability

None of the Security Agent nor its nominee(s) shall be liable:

- 12.5.1 to account as a creditor or creditor in possession; or
- 12.5.2 for any loss arising by reason of taking any action permitted by this Assignment or any neglect or default in connection with the Security Assets or taking possession of or realising all or any part of the Security Assets,

except in the case of gross negligence or wilful default upon its part.

### 12.6 Partial invalidity

If, at any time, any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Assignment nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Assignment is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

## 12.7 Waiver of defences

The obligations of, and the Security created by, the Chargor under this Assignment and the rights and remedies provided by this Assignment will not be affected by any act, omission, matter or thing which, but for this Clause 12.7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Assignment and whether or not known to the Chargor or any Secured Party including:

- 12.7.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
- 12.7.2 the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
- 12.7.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 12.7.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- 12.7.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Liabilities (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Finance Document or other documents);
- 12.7.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Liabilities; and
- 12.7.7 any insolvency or similar proceedings.

## 12.8 Chargor intent

Without prejudice to the generality of Clause 12.7 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created under this Assignment and the rights and remedies arising thereunder, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing

existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

#### 12.9 Immediate recourse

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

#### 12.10 Deferral of rights

Until the end of the Security Period, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Assignment:

- 12.10.1 to be indemnified by an Obligor;
- 12.10.2 to claim any contribution from any guarantor of any Obligor's obligations under this Assignment;
- 12.10.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Secured Parties under this Assignment or of any other guarantee or Security taken pursuant to, or in connection with, this Assignment by any Secured Party
- 12.10.4 to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under any Finance Document;
- 12.10.5 to exercise any right of set-off against any Obligor; or
- 12.10.6 to claim or prove as a creditor of any Obligor in competition with any Secured Party.
- 12.10.7 If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Chargor under or in connection with this Assignment to be repaid in full on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 9 (*Application of moneys*).

## 12.11 Indemnity

12.11.1 The Chargor shall promptly on demand indemnify the Security Agent, its agents, attorney and mandataries against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Assignment, the exercise or purported exercise of any of the rights and powers conferred on them by this Assignment or otherwise relating to the Security Assets.

12.11.2 The Chargor shall promptly on demand indemnify each Finance Party and each officer or employee of a Finance Party, against any cost, loss or liability incurred by that Finance Party (or officer or employee of that Finance Party) in connection with or arising out of the Acquisition (including but not limited to those incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry concerning the Acquisition), unless such loss or liability is caused by the gross negligence or wilful misconduct of that Finance Party (or employee or officer of that Finance Party).

## 13 Prior security interests

13.1 In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Security Assets or in case of exercise by the Security Agent of any power of sale under this Assignment, the Security Agent may redeem such prior Security or procure the transfer thereof to itself.

13.2 The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargor.

13.3 All principal moneys, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Security Agent on demand together with accrued interest thereon as well as before decree or judgment at the rate from time to time applicable to unpaid sums specified in the Facilities Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before decree or judgment).

## 14 Subsequent security interests

If the Security Agent acting in its capacity as trustee or otherwise or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent security, assignment, conveyance, assignation or transfer affecting all the Security Assets or any part of the Security Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by the Chargor) be credited or treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities at the time that notice was received.



## 15. **Suspense Accounts**

All moneys received, recovered or realised by the Security Agent under this Assignment (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any suspense or impersonal account(s) maintained with a bank, building society, financial institution or other person as it considers appropriate (including itself) for so long as it may think fit pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Liabilities and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

## 16. **Release of security**

### 16.1 **Release of security**

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargor, release and cancel the security constituted by this Assignment and procure the reassignment and retrocession to the Chargor of the property and assets assigned to the Security Agent pursuant to this Assignment, in each case without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

### 16.2 **Clawback**

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Assignment and the Security constituted by that document will continue and such amount will not be considered to have been irrevocably discharged.

### 16.3 **Set-off**

The Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right) after the occurrence of an Event of Default which is continuing, to set off against the Secured Liabilities any amount or other obligation (contingent or otherwise) owing by the Security Agent to the Chargor and apply any credit balance to which the Chargor is entitled on any account with the Security Agent in accordance with Clause 9 (*Application of moneys*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

## 17. **Discretion and delegation**

### 17.1 **Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Assignment by the Security Agent may, subject to the terms and conditions of the Facilities Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

## 17.2 Delegation

Each of the Security Agent shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Assignment (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent itself.

## 18 Transfers

The Chargor may not assign or otherwise transfer any of its rights and obligations under this Assignment.

## 19 Successors

### 19.1 Security Agent successors

This Assignment shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent, and references to the Security Agent shall include any transferee, assignee or successor in title of the Security Agent and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Assignment or to which, under such laws, those rights and obligations have been transferred.

### 19.2 Disclosure

The Security Agent shall be entitled to disclose such information concerning the Chargor or any other person and this Assignment as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by applicable law.

## 20 Security Agent Provisions

20.1 The Security Agent executes this Assignment as security agent in the exercise of the powers and authority conferred and vested in it under the Facilities Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Assignment in the manner provided for in the Facilities Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, limitations of liability, indemnities and benefits conferred on it under and by the Facilities Agreement and the other Finance Documents.

20.2 The Security Agent shall not owe any fiduciary duties to any party to this Assignment or any of their directors, employees, agents or affiliates.

- 20.3 Notwithstanding any other provisions of this Assignment, in acting under and in accordance with this Assignment the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Facilities Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

## 21 Counterparts

- 21.1 This Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 21.2 Where executed in counterparts:
- 21.2.1 this Assignment will not take effect until each of the counterparts has been delivered;
  - 21.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered (the "**agreed date**");
  - 21.2.3 the agreed date may be inserted at the top of page 1 of this Assignment.

## 22 Governing Law

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

## 23 Jurisdiction

### 23.1 Scottish courts

The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of, or in connection with this Assignment (including a dispute relating to the existence, validity or termination of this Assignment or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Assignment) (a "**Dispute**").

### 23.2 Convenient forum

The Chargor agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly that the Chargor will not argue to the contrary.

### 23.3 Exclusive jurisdiction

Notwithstanding Clause 23.1 (*Scottish courts*), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

## 24 Registration

The Chargor consents to registration of this Assignment for preservation and execution (save that no summary diligence shall be carried out in respect of the Chargor or the Rental Income unless the Chargor is in default for the purposes of this Assignment as set out in Clause 8 (*Enforcement of security*)).

**IN WITNESS WHEREOF** these presents consisting of this and the preceding 16 pages together with the Schedule are executed as follows, and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) Act 2015, are delivered for the purposes of that Act on the date set out on page 1 of this Assignment:

**SUBSCRIBED** for and on behalf of **HOTEL COLLECTION HOTEL NO. 2 LIMITED** by

signature of witness

NICHOLAS WEWS  
full name of above (print)

address of witness

signature of director/authorised signatory/attorney

RABEA ABDO LAZIZ  
full name of above (print)

2 November 2021  
date of signing

London  
place of signing

**SUBSCRIBED** for and on behalf of **SITUS ASSET MANAGEMENT LIMITED** (as **Security Agent**) by

signature of witness

full name of above (print)

address of witness

signature of authorised signatory

full name of above (print)

date of signing

place of signing

## 24 Registration

The Chargor consents to registration of this Assignment for preservation and execution (save that no summary diligence shall be carried out in respect of the Chargor or the Rental Income unless the Chargor is in default for the purposes of this Assignment as set out in Clause 8 (*Enforcement of security*)).

**IN WITNESS WHEREOF** these presents consisting of this and the preceding 16 pages together with the Schedule are executed as follows, and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) Act 2015, are delivered for the purposes of that Act on the date set out on page 1 of this Assignment:

**SUBSCRIBED** for and on behalf of **HOTEL COLLECTION HOTEL NO. 2 LIMITED** by

signature of witness

signature of director/authorised signatory/attorney

full name of above (print)

full name of above (print)

date of signing

place of signing

address of witness

**SUBSCRIBED** for and on behalf of **SITUS ASSET MANAGEMENT LIMITED** (as Security Agent) by

signature of witness

signature of authorised signatory  
Maria Thonon  
Vice President

Jodie Kirkland  
full name of above (print)

full name of above (print)

02/11/2021  
date of signing

LONDON  
place of signing

address of witness

This is the schedule referred to in the foregoing Assignment of Rents by HOTEL COLLECTION HOTEL NO. 2 LIMITED in favour of Situs Asset Management Limited (as Security Agent)

## SCHEDULE

### Part 1

#### Form of Notice of Assignment to Tenants

To:

[ ]

Dear Sirs

**Re: Carlton Hotel, 19 North Bridge, Edinburgh**

[We act for HOTEL COLLECTION HOTEL NO. 2 LIMITED (the "Chargor").]

We refer to the lease between [ ] (the "Lease").

[We refer to the rental income guarantee between [ ] in respect of the Lease (the "Rental Income Guarantee").]

[On behalf of and as instructed by the Chargor we][We] hereby intimate to you that pursuant to an Assignment of Rents dated 2021 granted by [us][the Chargor] in favour of Situs Asset Management Limited as security trustee for each of the Secured Parties (as defined in the said Assignment of Rents) (the "Security Agent") a certified copy of which is attached to this letter, [we have] [the Chargor has] assigned to the Security Agent [our][its] whole right, title, interest and benefit in and to the rent and other sums paid or to be paid to [us][the Chargor] [as landlords under the Lease]/[as beneficiary under the Rental Income Guarantee].

We irrevocably and unconditionally instruct and authorise you [on behalf of the Chargor] (notwithstanding any previous instructions which may have been given to the contrary):

- 1 without notice or reference to or further authority from [us][the Chargor] and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the [Lease]/[Rental Income Guarantee];
- 2 to pay all sums payable by you under the [Lease]/[Rental Income Guarantee] directly to the following account:

Bank:

Account Number:

Sort Code:

- 3 if so directed by the Security Agent in writing to pay all sums payable by you under the [Lease]/[Rental Income Guarantee] directly to the Security Agent at such account as the Security Agent may specify from time to time.

[We]/[The Chargor] will remain liable to perform all of [our]/[its] obligations as landlord under the Lease and the Security Agent is under no obligation of any kind whatsoever under the [Lease] nor under any liability whatsoever in the event of any failure by [us]/[the Chargor] to perform [our]/[the Chargor's] obligations under the Lease.

This letter is governed by the laws of Scotland.

Please acknowledge receipt of this letter and your acceptance of its terms by signing the enclosed acknowledgement and returning the acknowledgement to the Security Agent c/o Brodies LLP, 15 Atholl Crescent, Edinburgh, EH3 8HA Reference: MXM.KLRF.APO13.5.

Yours faithfully

[ ]

Part 2  
Form of Acknowledgement

To: Situs Asset Management Limited (as Security Agent as defined in the Notice (defined below)) c/o Brodies LLP, 15 Atholl Crescent, Edinburgh, EH3 8HA

Att: MXM.KLRF.APO13.5

Dear Sirs

**Re: Carlton Hotel, 19 North Bridge, Edinburgh**

We acknowledge receipt of the Notice dated 2021 and addressed to us (the "**Notice**") regarding the [Lease]/[Rental Income Guarantee] (as defined in the Notice) and we accept the instructions and authorisations contained in the Notice. Terms defined in the Notice shall have the same meaning in this Acknowledgement. We confirm that:

- 1 we shall act in accordance with the Notice;
- 2 the Chargor will remain liable to perform all its obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease;
- 3 we have made all necessary arrangements for all future payments payable under the [Lease]/[Rental Income Guarantee] to be made into the account specified in the Notice; and
- 4 as at the date of this acknowledgement we have not received any notice of any other assignation or security over the Chargor's interest in the [Lease]/[Rental Income Guarantee] in favour of any other person.

This letter is governed by the laws of Scotland.

Yours faithfully

For and on behalf of [ ]



## Part 3

## Leases and Rental Income Guarantees

Lease between the Chargor and DT Edinburgh Opco Limited in respect of the Security Subjects dated on or around 2 November 2021 and registered or intended to be registered in the Books of Council and Session.

For and on behalf of **HOTEL COLLECTION  
HOTEL NO. 2 LIMITED**

For and on behalf of **SITUS ASSET MANAGEMENT  
LIMITED** (as Security Agent)

  
signature of director/authorised  
signatory/attorney

signature of authorised signatory

**Part 3****Leases and Rental Income Guarantees**

Lease between the Chargor and DT Edinburgh Opco Limited in respect of the Security Subjects dated on or around 2 November 2021 and registered or intended to be registered in the Books of Council and Session.

For and on behalf of **HOTEL COLLECTION  
HOTEL NO. 2 LIMITED**

signature of director/authorised  
signatory/attorney

For and on behalf of **SITUS ASSET MANAGEMENT  
LIMITED** (as Security Agent)

signature of authorised signatory

Maria Thonon  
Vice President