



Registration of a Charge

Company Name: **NEWCO UK (GER) 2019 LIMITED**

Company Number: **12268939**



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Received for filing in Electronic Format on the: **15/12/2021**

Details of Charge

Date of creation: **09/12/2021**

Charge code: **1226 8939 0003**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LINKLATERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12268939

Charge code: 1226 8939 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th December 2021 and created by NEWCO UK (GER) 2019 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2021 .

Given at Companies House, Cardiff on 16th December 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**

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

Linklaters LLP

Security agreement

Dated 9 December 2021

between

THE COMPANIES NAMED IN SCHEDULE 1

as Chargors

and

SITUS ASSET MANAGEMENT LIMITED

acting as Security Agent

relating to

NORLAKE HOTEL PORTFOLIO

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THIS DEED is dated 9 December 2021 and is made between:

- (1) THE COMPANIES named in Schedule 1 as chargors (the "**Chargors**"); and
- (2) SITUS ASSET MANAGEMENT LIMITED (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facilities Agreement defined below).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Facilities Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Act**" means the Law of Property Act 1925.

"**Facilities Agreement**" means the facilities agreement dated 3 December 2021 between, amongst others, the Chargors and the Security Agent.

"**Intellectual Property**" means all interests in and to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests whether registered or unregistered;
- (b) the benefit of all applications and rights to use such assets; and
- (c) any related licences and sub-licences (including but not limited to the IP Licence) of the same.

"**Investments**" means:

- (a) all shares in any member of the Group (other than itself) owned by a Chargor or held by any nominee or trustee on its behalf;
- (b) all interests in any partnership (including a limited partnership or a limited liability partnership) or trust, and any document forming or constituting that partnership or trust, owned by a Chargor or held by any nominee or trustee on its behalf; and
- (c) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf.

"**Mortgaged Property**" means all freehold or leasehold property included in the definition of Security Asset.

"**Party**" means a party to this Deed.

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets, in each case appointed under this Deed.

"Relevant Contract" means:

- (a) a Hotel Management Agreement;
- (b) a Development Management Agreement; and
- (c) an appointment of an Asset Manager.

"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 and whether originally incurred by an Obligor or another Transaction Obligor or by some other person) of each Obligor and each other Transaction Obligor to any Secured Party under each Finance Document (including to the Security Agent under the Parallel Debt pursuant to clause 28.2 (*Parallel Debt*) of the Facilities Agreement).

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

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"Unblocked Account" means:

- (a) each General Account (Development);
- (b) each General Account (Trading);
- (c) each Collections Account (Borrower); or
- (d) each FF&E Reserve Account.

1.2 **Construction**

- (a) Capitalised terms defined in the Facilities Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facilities Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case in respect of or derived from that asset;

- (iii) any **share, interest in a partnership or trust, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; and
 - (C) any other rights,
 in each case in respect of that share, interest, stock, debenture, bond or other security or investment; and
- (iv) the term **this Security** means any Security created by this Deed.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent (acting reasonably) considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- (h) The Security created by this Deed shall only apply to Security Assets located in England or Wales and/or which are subject to English law.

1.3 **Third party rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. **CREATION OF SECURITY**

2.1 **General**

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;

- (ii) is created over present and future assets of the Chargors;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 **Land**

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

2.3 **Lease Documents**

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all its rights under each Lease Document.

2.4 **Investments**

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

2.5 **Plant and machinery**

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

2.6 **Credit balances**

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account (other than its Unblocked Accounts), any amount standing to the credit of any Account (other than its Unblocked Accounts) and the debt represented by it.
- (b) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Unblocked Account, any amount standing to the credit of any Unblocked Account and the debt represented by it.
- (c) Each Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs (a) and (b) above, any amount standing to the credit of any such account and the debt represented by it.

2.7 **Book debts etc.**

Each Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;
- (b) all of its book and other debts;
- (c) all of its Portfolio Total Revenue;
- (d) all other moneys due and owing to it; and
- (e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above,

in each case to the extent that they are not the subject of a first fixed charge under Clause 2.6 (*Credit balances*).

2.8 **Insurances**

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**").
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

2.9 **Hedging**

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

2.10 **Intellectual Property**

Each Chargor charges by way of first fixed charge its interest in all its Intellectual Property.

2.11 **Other contracts**

- (a) Each Chargor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under each Relevant Contract; and
 - (B) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - (ii) charges by way of a first fixed charge all of its rights:
 - (A) under each Development Document (other than a Collateral Warranty); and
 - (B) under any collateral warranty given by any trade or building sub-contractor, any consultant, or any other advisor in favour of the relevant Chargor, or of which the relevant Chargor has the benefit, in relation to the Development; and
 - (iii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party, which has been given in its favour or of which it has the benefit except to the extent that it is subject to any fixed security created under any other term of this Clause 2.

- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.12 **Miscellaneous**

Each Chargor charges by way of first fixed charge:

- (a) its goodwill;
- (b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (c) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (b) above;
- (d) its uncalled capital; and
- (e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above.

2.13 **Floating charge**

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to each Chargor convert the floating charge created by this Clause 2.13 (*Floating charge*) into a fixed charge as regards any of that Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) Subject to paragraph (d) below, the floating charge created by this Clause 2.13 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by this Clause 2.13 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge:
 - (i) over all of the Security Assets of a Chargor, if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of that Chargor;
 - (ii) over the relevant Security Asset(s) of a Chargor, if:
 - (A) that Chargor takes any step to create any Security in breach of Clause 3.1 (*Security*) over a Security Asset subject to a floating charge; or

- (B) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any such Security Asset.
- (f) The floating charge created by this Clause 2.13 (*Floating charge*) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. **RESTRICTIONS ON DEALINGS**

3.1 **Security**

Except as expressly allowed under any Finance Document, no Chargor shall create or permit to subsist any Security on any Security Asset during the Security Period.

3.2 **Disposals**

Except as expressly allowed under any Finance Document, no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset during the Security Period.

4. **LAND**

4.1 **Notices to tenants**

Each Chargor must:

- (a) serve a notice of assignment, substantially in the form of Schedule 3 (*Forms of Letter for Occupational Tenants*), on each tenant of its Mortgaged Property where the rent payable under the relevant Lease Document is £10,000 per annum or above, such notice to be served:
 - (i) on the date of this Deed for all tenants in place on that date; and
 - (ii) for any new tenant, promptly upon such tenant entering into a Lease Document; and
- (b) use reasonable endeavours to procure that each such tenant acknowledges that notice, substantially in the form of the acknowledgment attached to that notice.

4.2 **Acquisitions**

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

- (a) notify the Security Agent immediately;
- (b) promptly on request by the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require (acting reasonably); and
- (c)
 - (i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of that legal mortgage; and
 - (ii) if applicable, ensure that that legal mortgage is correctly noted against that title in the title register at the Land Registry.

4.3 **Land Registry**

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to its Mortgaged Property registered at the Land Registry:

"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 [] referred to in the charges register or their conveyancer. (Standard Form P)".

4.4 **Deposit of title deeds**

Each Chargor must promptly (and in any case within 2 Business Days):

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any of its property referred to in Clause 4.2 (*Acquisitions*) (the "**Title Documents**");
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent (acting reasonably) for that purpose.

5. **INVESTMENTS**

5.1 **Deposit**

Each Chargor must promptly (and in any case within 2 Business Days):

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

provided that nothing in this Clause 5 will entitle the Security Agent or its nominee to become registered as the holder of any Investments unless this Security has become enforceable.

5.2 **Calls**

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facilities Agreement.
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. The relevant Chargor must within three Business Days of a request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

5.3 **Other obligations in respect of Investments**

- (a) Each Chargor must promptly send a copy to the Security Agent of, and comply with all reasonable requests for, information which is within its knowledge and which are made under any applicable law or regulation or any similar provision contained in any articles of association, partnership agreement, trust instrument or other constitutional document, or by any listing or other authority,

relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the relevant Chargor.

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

5.4 **Voting rights**

- (a) Before this Security becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (A) by the relevant Chargor; or
 - (B) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and
 - (ii) all dividends, distributions or other income paid or payable in relation to any Investments in accordance with the Facilities Agreement must be paid into the General Account.
- (b) Each Chargor must within three Business Days of demand, indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of that Chargor.
- (c) After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise and shall notify that Chargor of such action as soon as reasonably practicable thereafter.

6. **ACCOUNTS**

6.1 **General**

In this Clause 6 "**Account Bank**" means a bank or financial institution located in England or Wales with whom an Account is maintained under the Facilities Agreement.

6.2 **Book debts and receipts**

- (a) Each Chargor must get in and realise its:
 - (i) rental income and other amounts due from tenants or any other occupiers of its Mortgaged Property; and
 - (ii) book and other debts and other moneys due and owing to it,

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

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

6.3 Notices of charge

Each Chargor must:

- (a) in the case of any Account required to be opened on or prior to the first Utilisation Date, immediately serve a notice of charge, substantially in the form of Schedule 4 (*Forms of Letter for Account Bank*) or such other form as agreed between a Chargor and the Security Agent, on each Account Bank which holds an Account in relation to which that Chargor has any rights;
- (b) in the case of any Account opened or designated as an Account on or after the date of this Deed, serve a notice of charge, substantially in the form of Schedule 4 (*Forms of Letter for Account Bank*) or such other form as agreed between a Chargor and the Security Agent, on the Account Bank which holds such Account in relation to which that Chargor has any rights immediately after the date on which the Chargor opens such Account or designates such bank account as an Account for the purposes of, and in accordance with the requirements of, the Facilities Agreement,

and, in each case, use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of the acknowledgment attached to the notice.

7. HEDGING

Each Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of Schedule 5 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement to which that Chargor is a party; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of the acknowledgment attached to the notice.

8. INSURANCES

Each Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of Schedule 6 (*Forms of Letter for Insurers*), on each counterparty to an Insurance in which it has an interest; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of the acknowledgment attached to the notice.

9. DEVELOPMENT DOCUMENTS

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

- (a) immediately serve a notice of charge, substantially in the form of Schedule 7 (*Forms of Letter for Other Contracts*), on each counterparty to a Development Document under which that Chargor has any rights; and
- (b) use reasonable endeavours to ensure that each such counterparty acknowledges that notice, substantially in the form of the acknowledgement attached to the notice.

10. **OTHER CONTRACTS**

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

- (a) (except insofar as a notice of assignment is required to be served under another provision of this Deed) promptly, and in any case within 5 Business Days of the date of this Deed of the date on which the relevant contract is entered into (as applicable), serve a notice of assignment or charge (as applicable), substantially in the form of Schedule 7 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.11 (*Other contracts*) in relation to which that Chargor has any rights; and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of the acknowledgement attached to the notice.

11. **WHEN SECURITY BECOMES ENFORCEABLE**

11.1 **Event of Default**

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

11.2 **Discretion**

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

11.3 **Statutory powers**

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

12. **ENFORCEMENT OF SECURITY**

12.1 **General**

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

12.2 **No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

12.3 Privileges

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

12.4 Protection of third parties

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

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

12.5 Redemption of prior mortgages

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

12.6 Contingencies

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

12.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of any Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent

commercial property adviser, investment bank or accountancy firm of national standing selected by it,

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

12.8 Limitations on Enforcement – Germany

- (a) To the extent that the Security created by this Deed (the "**German Security**") is granted by a Chargor incorporated in Germany as a limited liability company (*Gesellschaft mit beschränkter Haftung*) (each a "**German Chargor**") and the German Security of the German Chargor secures amounts which are owed by direct or indirect shareholders of the German Chargor or Subsidiaries of such shareholders (with the exception of Subsidiaries which are also Subsidiaries of the German Chargor), the German Security of the German Chargor shall be subject to certain limitations as set out in the following paragraphs of this Clause 12.8. In relation to any other amounts secured, the German Security of the German Chargor remains unlimited.
- (b) Subject to paragraphs (d) and (e) below, the Security Agent shall not be entitled to enforce the German Security to the extent that the German Chargor demonstrates that such enforcement would have the effect of:
- (i) reducing the German Chargor's net assets (*Nettovermögen*) calculated as the sum of the balance sheet positions set forth in section 266 sub-section (2) A, B, C, D and E of the Commercial Code less the sum of the amounts of the balance sheet positions set forth in section 266 sub-section (3) B, C, D and E Commercial Code and any amounts not available for distribution to its shareholders in accordance with section 268 sub-section (8) of the Commercial Code (the "**Net Assets**") to an amount less than its stated share capital (*Stammkapital*), or
 - (ii) (if its Net Assets are already lower than its stated share capital) causing such amount to be further reduced,

and thereby affecting its assets which are required for the obligatory preservation of its stated share capital according to §§ 30, 31 German Act on Limited Liability Companies (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*) (the "**GmbH-Act**") ("**Limitation on Enforcement**", "**Limitation Event**" or "**Capital Impairment**"). For the purpose of determining whether a Limitation Event has occurred, any recourse claim (*Rückgriffsanspruch*) which the German Chargor has, or would acquire against a shareholder or another member of the Group as a result of the enforcement of the German Security ("**Recourse Claim**"), shall be taken into account to the extent that the Recourse Claim is valuable (*werthaltig*). To the extent that there is such valuable Recourse Claim, no Limitation on Enforcement applies to an amount which is equal to the valuable Recourse Claim.

- (c) The value of the Net Assets shall be determined in accordance with HGB consistently applied by the German Chargor in preparing its unconsolidated balance sheets (*Jahresabschluss* according to § 42 GmbH-Act, §§ 242, 264 HGB) in the previous years, save that:
- (i) the amount of any increase of the stated share capital (*Stammkapital*) of the German Chargor out of retained earnings (*Kapitalerhöhung aus Gesellschaftsmitteln*) registered

after the date of this Agreement without the prior written consent of the Security Agent shall be deducted from the relevant stated share capital;

- (ii) loans provided to the relevant German Chargor by a member of the Group shall be disregarded if they have been granted or incurred in violation of provisions of any Finance Document; and
 - (iii) loans and other liabilities incurred in violation of the provisions of any Finance Document shall be disregarded.
- (d) The Limitation on Enforcement shall only apply if and to the extent that director(s) (*Geschäftsführer*) on behalf of the respective German Chargor have confirmed in writing to the Security Agent within ten (10) Business Days following the Security Agent's demand under the German Security (i) the amount of the German Chargor's Net Assets and (ii) that and to what extent the demanded payment would lead to the occurrence of a Limitation Event (the "**Management Determination**").
- (e) If the Security Agent disagrees with the Management Determination, the Security Agent shall nevertheless be entitled to enforce the German Security up to such amount, which is undisputed between itself and the relevant German Chargor in accordance with the provisions of paragraph (b) above. In relation to the amount which is disputed, the Limitation on Enforcement shall only apply if a firm of auditors of international or national standing and reputation has, to the satisfaction of the Security Agent, determined within 30 days (or such longer period as has been agreed between the German Chargor and the Security Agent) from the date the Security Agent has contested the Management Determination (i) the amount of the German Chargor's Net Assets and (ii) to what extent the demanded payment would lead to the occurrence of a Limitation Event (the "**Auditor's Determination**"). If the Security Agent and the German Chargor do not agree on the appointment of a joint auditor within five (5) Business Days from the date the Security Agent has contested the Management Determination, the Security Agent shall be entitled to appoint auditors of international standing and reputation in its sole discretion. The amounts determined in the Auditor's Determination shall be (except for manifest error) binding for all Parties. The costs of the Auditor's Determination shall be borne by the German Chargor.
- (f) If pursuant to the Auditor's Determination the amount payable under the German Security is higher than set out in the Management Determination the relevant German Chargor shall pay the difference to the Finance Parties within five (5) Business Days after receipt of the Auditor's Determination. If the amount payable under the German Security is lower than set out in the Management Determination the Security Agent shall upon demand of the relevant German Chargor repay to the German Chargor the difference within five (5) Business Days after receipt of the demand by the relevant German Chargor.
- (g) If, pursuant to the Management Determination or, if obtained, the Auditor's Determination, a Limitation Event has occurred, then the German Chargor shall, to the extent necessary to satisfy the amounts demanded under this German Security, use reasonable efforts to realise at market value any and all of its assets that are shown in its balance sheet with a book value (*Buchwert*) which is (in the reasonable opinion of the Security Agent) significantly lower than their market value to the extent that such assets are not necessary for the relevant German Chargor's business (*nicht betriebsnotwendig*).

- (h) The Limitation on Enforcement does not affect the right of the Finance Parties to claim again any outstanding amount at a later point in time if and to the extent that this paragraph (h) would not restrict this at that later point.
- (i) The Limitation on Enforcement does not apply in relation to amounts that correspond to funds that have been borrowed under this Agreement and have been on-lent to, or otherwise been passed on to, the relevant German Chargor or any of its Subsidiaries. The burden of demonstrating that no (respectively to which extent) amounts have been passed on is on the German Chargor.
- (j) The Limitation on Enforcement does not apply to any amounts payable under the German Security if and as long as a domination and/or profit and loss transfer agreement in accordance with § 291 of the German Stock Corporation Act (*Aktiengesetz*) is in force between the German Chargor (as dominated entity) and the relevant primary obligor or a Holding Company of the relevant primary obligor (as dominating entity) with respect to whose obligations and liabilities a payment demand under the German Security is made, except where the existence of such domination and/or profit and loss transfer agreement does not prevent the enforcement of the German Security from causing a Capital Impairment in violation of §§ 30, 31 GmbH-Act.
- (k) For the avoidance of doubt, no Limitation on Enforcement applies if and to the extent for any reason (including as a result of a change in the relevant rules of law or their application or construction) the relevant situation referred to paragraph (b) sentence 1 above does not constitute a breach of the German Chargor's obligations to preserve its stated share capital pursuant to §§ 30, 31 GmbH-Act (as amended, supplemented and/or replaced from time to time).
- (l) This Clause 12.8 (*Limitations on Enforcement - Germany*) shall apply mutatis mutandis if the Security is granted by a Chargor incorporated in Germany as a limited liability partnership (GmbH & Co. KG) in relation to the limited liability company as general partner (*Komplementär*) of such Chargor.

13. RECEIVER

13.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) any Chargor so requests in writing to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

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

13.2 **Removal**

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

13.3 **Remuneration**

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

13.4 **Agent of the Chargors**

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

13.5 **Relationship with Security Agent**

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

14. **POWERS OF RECEIVER**

14.1 **General**

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

14.2 **Possession**

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

14.3 **Carry on business**

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

14.4 **Employees**

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

14.5 **Borrow money**

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

14.6 **Sale of assets**

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

14.7 **Leases**

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

14.8 **Compromise**

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

14.9 **Legal actions**

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

14.10 **Receipts**

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

14.11 **Subsidiaries**

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

14.12 **Delegation**

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

14.13 **Lending**

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

14.14 **Protection of assets**

A Receiver may:

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

in each case as he/she thinks fit.

14.15 **Other powers**

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

15. **APPLICATION OF PROCEEDS**

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

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

16. **EXPENSES AND INDEMNITY**

Each Chargor must:

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

17. **DELEGATION**

17.1 **Power of Attorney**

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

17.2 **Terms**

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

17.3 **Liability**

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

18. **FURTHER ASSURANCES**

- (a) Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset in accordance with this Deed, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Agent (acting reasonably) may consider necessary.

19. **POWER OF ATTORNEY**

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

Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 19 provided such acts were not carried out by the attorney with fraud, gross negligence or wilful misconduct or in default of the provisions of this Deed.

- (b) The power of attorney granted under paragraph (a) above may only be exercised after this Security becomes enforceable.

20. MISCELLANEOUS

20.1 Continuing Security

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

20.2 Tacking

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

20.3 New accounts

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

20.4 Time deposits

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

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

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

20.5 Security Agent Provisions

- (a) The Security Agent executes this Deed 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 Deed 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.
- (b) The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.

- (c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed 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.

20.6 Notice to Chargors

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

21. RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of each Chargor (subject to pre-approved limitations), take whatever action is necessary to release and reassign to the relevant Chargor:

- (a) Its rights arising under this Deed; and
- (b) the Security Assets from this Security

22. GOVERNING LAW

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

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

SCHEDULE 1
THE CHARGORS

Name of Chargor	Jurisdiction	Registration number (or equivalent, if any)
Newco 8915 Limited	England and Wales	09769261
EH Hotel 2018 Limited	England and Wales	11258257
Newco UK (ESP) 2019 Limited	England and Wales	12077903
Newco UK (GER) 2019 Limited	England and Wales	12268939
Meineke Mark Hotel GmbH	Germany	Commercial register (Handelsregister) kept at the local court (Amtsgericht) of Charlottenburg under registration number HRB 95289 B
Diagonal Bidco, S.L.U.	Spain	B66940503
Diagonal Holdco, S.L.U.	Spain	B87618393
Middlebury Invest, S.L.U.	Spain	B87011052

SCHEDULE 2
REAL PROPERTY

Name of Chargor	Property	Freehold/ Leasehold	Title Number
EH Hotel 2018 Limited	Eynsham Hall, North Leigh, Witney OX29 6PN and Supplemental Parcels of Land, Eynsham Park, Witney OX29 6PP.	Leasehold	<ul style="list-style-type: none"> • ON280150; • ON282028; • ON341401; and • the lease dated 20 November 2020 between (1) Robin Victor Fitzgeorge Balfour and Susan Elizabeth Shaw; (2) EH Hotel 2018 Limited; and (3) Norlake Hospitality Limited which is subject to registration at HM Land Registry with provisional title number ON361061.
Newco 8915 Limited	The Hoxton, 65 Shepherds Bush Green, London W12 8TX.	Freehold	<p><i>Land formerly known as Threshold House, 65-69 Shepherds Bush Green, London: LN13925</i></p> <p><i>Land formerly known as Union House, Shepherds Bush Green, London: BGL7034</i></p>

SCHEDULE 3

FORMS OF LETTER FOR OCCUPATIONAL TENANTS

To: [Occupational tenant]

Copy: [Situs Asset Management Limited] (as Security Agent as defined below)

[Date]

Re: [Property address]

Security Agreement dated [] between, among others, [Chargor] and [Situs Asset Management Limited] (the "Security Agreement")

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

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Situs Asset Management Limited] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights under the Lease.

We confirm that:

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

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

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account at [], Account No. [], Sort Code [] (the "**General Account**").

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

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

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

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: [Situs Asset Management Limited] (as Security Agent)

Attention: [_____]

[Date]

Re: [Property address]

Security Agreement dated [_____] between, among others, [Chargor] and [Situs Asset Management Limited] (the "Security Agreement")

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

We confirm that we:

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

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

Yours faithfully,

.....

For

[Occupational tenant]

SCHEDULE 4
FORMS OF LETTER FOR ACCOUNT BANK

To: [Account Bank]

Copy: [Situs Asset Management Limited] (as Security Agent as defined below)

[Date]

Security Agreement dated [] between, among others, [Chargor] and [Situs Asset Management Limited] (the "Security Agreement")

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

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of any Account to the order of the Security Agent; and
- (d) in respect of any Account other than the following accounts:
 - (i) with [] (account number [], sort code []);
 - (ii) with [] (account number [], sort code []);
 - (iii) []¹

(the "**Unblocked Accounts**"), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from any Account other than the Unblocked Accounts without the prior written consent of the Security Agent.

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

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

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

¹ Include details of each Unblocked Account.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

[Chargor]

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Situs Asset Management Limited] (as Security Agent)

Copy: [Chargor]

[Date]

Security Agreement dated [] between, among others, [Chargor] and [Situs Asset Management Limited] (the "Security Agreement")

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

We confirm that we:

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

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

SCHEDULE 5

FORMS OF LETTER FOR HEDGE COUNTERPARTY

To: [Hedge Counterparty]

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

[Date]

**Security Agreement dated [] between, among others, [Chargor]
and [Security Agent] (the "Security Agreement")**

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

We irrevocably instruct and authorise you to:

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

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

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

**Security Agreement dated [] between, among others, [Chargor]
and [Security Agent] (the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") in relation to the Hedging Agreements (as defined in the Notice).

We confirm that we:

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

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

Yours faithfully,

.....

(Authorised signatory)

[Hedge Counterparty]

SCHEDULE 6
FORMS OF LETTER FOR INSURERS

To: [Insurer]

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

[Date]

**Security Agreement dated [] between, among others, [Chargor] and [Security Agent]
(the "Security Agreement")**

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

We confirm that:

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

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

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

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

ACKNOWLEDGEMENT OF INSURER

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

**Security Agreement dated [] between, among others, [Chargor]
and [Security Agent] (the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") in relation to [*insert details of the contract of insurance*] (the "**Insurance**").

We confirm that we:

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

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

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

SCHEDULE 7
FORMS OF LETTER FOR OTHER CONTRACTS

To: [Contract Counterparty]

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

[Date]

**Security Agreement dated [] between, among others, [Chargor]
and [Security Agent] (the "Security Agreement")**

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

We confirm that:

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

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

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

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

**Security Agreement dated [] between, among others, [Chargor] and [Security Agent]
(the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") in relation to [*insert details of the contract*] (the "**Contract**").

We confirm that we:

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

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

Yours faithfully,

.....

(Authorised signatory)

[Contract counterparty]

SIGNATORIES

Chargors

EXECUTED as a DEED by LATHAM YOUNG)
NEWCO 8915 LIMITED acting by a director in) Director
the presence of)
[REDACTED]

Signature of witness

Name KIM HEROLD

Address [REDACTED]
[REDACTED]

EXECUTED as a DEED by LATHAM Young
EH HOTEL 2018 LIMITED acting by a director
in the presence of

)
)
) Director

Signature of witness

Name KIM HEROLD

Address ..

EXECUTED as a DEED by LATHAM YOUNG
NEWCO UK (ESP) 2019 LIMITED acting by a
director in the presence of 1

)
)
) Director

Signature of witness

Name

KIM HEROLD

Address

EXECUTED as a DEED by LATHAM YOUNG
NEWCO UK (GER) 2019 LIMITED acting by a
director in the presence of

)
)
) Director

Signature of witness

Name KIM HEROLD

Address

EXECUTED as a DEED by
MEINEKE MARK HOTEL GMBH acting by



Name Jantina Catharina van de Vreede

Title Director

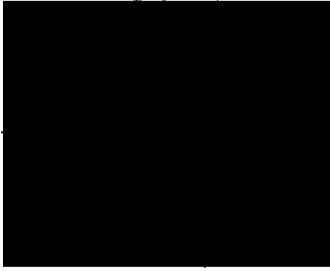
Name

Title

EXECUTED as a DEED by
DIAGONAL BIDCO, S/LU.:

By:

Title:



EXECUTED as a DEED by
DIAGONAL HOLDCO S.L.U.

.....

By:

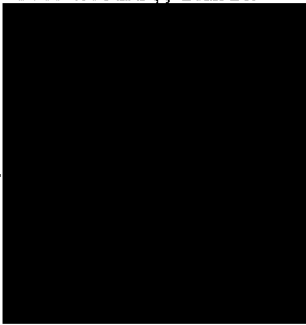
Title:



**EXECUTED as a DEED by
MIDDLEBURY INVEST, S.L.U.:**

By:

Title:



Security Agent

SITUS ASSET MANAGEMENT LIMITED

B



Edward Baker
Vice President