



Registration of a Charge

Company name: **TUFNELL PARK HOTELS LIMITED**

Company number: **12348688**



X8X3F0MP

Received for Electronic Filing: **20/01/2020**

Details of Charge

Date of creation: **03/01/2020**

Charge code: **1234 8688 0001**

Persons entitled: **15PM LLP**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 59 ANSON ROAD LONDON N7 0AR REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER NGL64836, FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLYDE & CO LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12348688

Charge code: 1234 8688 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd January 2020 and created by TUFNELL PARK HOTELS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th January 2020 .

Given at Companies House, Cardiff on 21st January 2020

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 3 January 2020

TUFNELL PARK HOTELS LIMITED
as Chargor

15PM LLP
as Chargee

DEBENTURE

Deed dated 3 January 2020

PARTIES

1. **Tufnell Park Hotels Limited** company number 12348688 whose registered office is at Fulford House, Newbold Terrace, Leamington Spa, Warwickshire CV32 4EA as **Chargor**
2. **15PM LLP** a limited liability partnership registered in England and Wales with registered number OC328455 whose registered office is at 15 Princes Mews, London W2 4NX as **Chargee**

IT IS AGREED as follows:

INTERPRETATION

1 Definitions and interpretation

Definitions

1.1 In this Deed:

Administrative Receiver means one or more administrative receivers appointed, or to be appointed, under this Deed

Administrator means one or more administrators appointed, or to be appointed, under this Deed

Charged Assets means the Fixed Charge Assets and the Floating Charge Assets

Debt means a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including Security) connected with it

Default Rate means the rate specified in clause 6.5 of the Facility Agreement

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security

Enforcement Time means any time at which an Event of Default has occurred which has not been remedied in accordance with the provisions of the Facility Agreement

Equipment means all plant, machinery, vehicles and other equipment used in a business, except equipment of a type which is disposed of in the ordinary course of trading, and all warranties and other Rights relating to them

Event of Default has the meaning given to it in the Facility Agreement

Facility Agreement means the facility agreement (dated on or about the date hereof made between, the Chargor as borrower (1) the Chargee as lender (2) Irfan Javeed Hussain and Marin Jakisic as guarantors (3) Irfan Javeed Hussain and Marin Jakisic as share chargor (4) and (as the same may be amended, varied, supplemented, restated or replaced from time to time)

Finance Documents has the meaning given to such term in the Facility Agreement

Fixed Charge Assets means those assets which are from time to time the subject of clauses 4.2 (*Legal Mortgage*), 4.4 (*Fixed Charges*) and 4.6 (*Conversion of floating charge*)

Floating Charge Assets means those assets which are from time to time the subject of clause 4.5 (*Floating Charge*)

Indebtedness has the meaning given to it in the Facility Agreement

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation

Intellectual Property means:

- (a) any intellectual property acquired after the date of this Deed which is designated as Intellectual Property by the Chargor and the Chargee at or about the time of its acquisition; and
- (b) all other copyright (including rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading

Investment means:

- (a) any shares or loan capital held in a Subsidiary;
- (b) any investment acquired after the date of this Deed which is designated as an Investment by the Chargor and the Chargee at or about the time of its acquisition; and
- (c) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights arising in connection with them

Key Account means:

- (a) any account established after the date of this Deed which is designated as a Key Account by the Chargor and the Chargee at or about the time of its establishment; and
- (b) any other account with a bank or financial institution which cannot be drawn on by the account holder in the ordinary course of its trading without the consent of the Chargee

Key Contract means:

- (a) a contract described in Schedule 3 (*Key Contracts*);

- (b) any contract that amends or replaces a contract described in Schedule 3 (*Key Contracts*); and
- (c) any contract entered into after the date of this Deed which is designated as a Key Contract by the Chargor and the Chargee at or about the time it was entered into.

Land means:

- (a) freehold, leasehold or commonhold land;
- (b) any estate or interest in, and any Rights attaching or relating to, that land; and
- (c) any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

Officer, in relation to a person, means any officer, employee or agent of that person

Party means a party to this Deed

Permitted Security means Transaction Security and Liens arising in the ordinary course of trading by operation of law.

Receiver means an Administrative Receiver or a Specific Receiver

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

Secured Obligations means the Obligations undertaken to be paid or discharged in clause 3 (*Payment of Secured Obligations*)

Security means each lien, pledge, mortgage, charge, standard security, assignment, right in security, assignation, guarantee, indemnity, right of set-off, right to retention of title or other similar security, trust or flawed asset arrangement (for the purpose of or which has the effect of granting security) or encumbrance created on the tangible and/or intangible assets of any Obligor in favour of the Chargee, whether fixed or floating, over any present or future property, assets or undertaking and all or any other stocks, shares, bonds or other security or deposits now or at any time in the future or from time to time delivered, deposited or lodged with the Chargee or its custodians, agents or nominees or otherwise held by or to the Chargee's order or under the Chargee's control or on the Chargee's behalf for the purpose of the Finance Documents

Specific Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed who is not an Administrative Receiver

Subsidiary has the meaning given to it in section 1159 of the Companies Act 2006, and in interpreting that provision for the purposes of this Deed, a company is to be treated as a member of a subsidiary even if its shares are registered in the name of (a) a nominee or (b) any party holding Security over those shares, or that secured party's nominee

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999

Transaction Security means the Security created by this Deed and any other existing or future Security granted by the Chargor to the Chargee to secure the payment and discharge of Secured Obligations

Transaction Security Document means a document creating or evidencing Transaction Security

VAT means value added tax.

Interpretation

1.2 In this Deed:

- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;

- (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
 - (c) references to the Facility Agreement, any Finance Document, or any other document are to that document as from time to time amended, restated, novated or replaced (however fundamentally);
 - (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
 - (e) references to a person include its successors in title, permitted assignees and permitted transferees;
 - (f) words importing the plural include the singular and vice versa;
 - (g) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Chargee, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Deed; and
 - (h) where Transaction Security and Transaction Security Documents are referred to in any provision of this Deed, in the case of any Transaction Security or Transaction Security Document which is governed by a law other than English law, such provision will only apply to the extent that the subject of such provision is not dealt with by, or is not inconsistent with, the express terms of such Transaction Security or Transaction Security Document.
- 1.3 Where this Deed imposes an obligation on the Chargor to do something if required or requested by the Chargee, it will do so as soon as practicable after it becomes aware of the requirement or request.
- 1.4 It is intended that this document takes effect as a deed even though the Chargee may only execute it under hand.
- 1.5 This Deed may be executed in any number of counterparts.
- 1.6 The provisions of any other Finance Document relating to:
- (a) any disposition of an interest in land; or

(b) any obligation of the Chargee to make further advances,
are deemed to be incorporated in this Deed.

- 1.7 Where a definition of a type of asset in clause 1.1 (*Definitions*) contains a number of categories, each category will be construed as separate from each other category.
- 1.8 The provisions of the Facility Agreement will take priority in the event of any conflict with this Charge.

2 Parties and third parties

- 2.1 The Rights expressly conferred on each Receiver and each Officer of the Chargee or a Receiver under this Deed are enforceable by each of them under the Third Parties Act.
- 2.2 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a Party.
- 2.3 The Parties may terminate this Deed or vary any of its terms without the consent of any third party. However, they must obtain consent if the termination or variation adversely affects the Rights of a Receiver or of an Officer of the Chargee or a Receiver under this Deed, but only to the extent that it has notified the Chargee that it intends to enforce that clause at the time of the termination or variation.

SECURITY

3 Payment of Secured Obligations

The Chargor will pay or otherwise discharge all Obligations from time to time owing by it to the Chargee when they become due for payment or discharge and all Obligations incurred by it to any person under or in connection with the Finance Documents.

4 Charges

Security for Secured Obligations

- 4.1 The charges and assignments contained in this clause 4:

- (a) are given to the Chargee;
- (b) secure the payment and discharge of the Secured Obligations; and

- (c) are given with full title guarantee.

Legal mortgage

4.2 The Chargor charges, by way of first legal mortgage:

- (a) all the Land of which a brief description is contained in Schedule 2 (*Land*); and
- (b) all other Land now owned by it,

and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).

Assignment

4.3 Each Chargor which is not at the time of the assignment a large enterprise or a special purpose vehicle assigns all receivables which it now owns and all receivables which it obtains at any time in the future if they are subject to a prohibition, condition or other restriction on their assignment (those expressions having the meanings given to them in The Business Contract Terms (Assignment of Receivables) Regulations 2018).

Fixed charge

4.4 The Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) Land, other than that charged under clause 4.2 (*Legal mortgage*);
- (b) Equipment;
- (c) Investments;
- (d) Key Contracts;
- (e) Key Accounts;
- (f) Intellectual Property;
- (g) Debts, other than those assigned under clause 4.3; and
- (h) goodwill and uncalled capital,

and any Rights accruing to, derived from or otherwise connected with them (including insurances and proceeds of Disposal and of insurances).

Floating charge

- 4.5 The Chargor charges, by way of first floating charge, its undertaking and all its present and future assets other than those charged under clauses 4.2 (*Legal mortgage*) or 4.4 (*Fixed charges*) or assigned under clause 4.3 (*Assignments*).

Conversion of floating charge

- 4.6 The Chargee may convert all or part of the floating charge created by the Chargor under clause 4.5 (*Floating Charge*) into a fixed charge by giving notice to that effect to the Chargor and specifying the identity of the assets concerned. This may be done on one or more occasion, but only (a) during an Enforcement Time or (b) if the Chargee reasonably considers that its Security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve its Security.

5 Set-off

Set-off of matured Secured Obligation

- 5.1 The Chargee may set off any matured Secured Obligation due from the Chargor (to the extent beneficially owned by the Chargee) against any matured Obligation owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either Obligation.
- 5.2 If the Obligations are in different currencies, the Chargee may convert either Obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.

Rights additional

- 5.3 These Rights are in addition to the Security conferred on the Chargee under this Deed.

6 Restrictions

Comply with restrictions

- 6.1 The Chargor will ensure that the restrictions contained in this clause 6 are complied with unless the Chargee agrees to the contrary.

- 6.2 No Security will exist over, or in relation to, any Charged Asset other than Permitted Security.

Restrictions on Disposal

- 6.3 There will be no Disposal of any Fixed Charge Asset.
- 6.4 There will be no Disposal of any Floating Charge Asset other than a Disposal for market value in the ordinary course of trading of the Chargor or a Disposal permitted by the terms of the Facility Agreement.

7 Perfection

General action

- 7.1 The Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Chargee may require from time to time in order to:
- (a) ensure that it has an effective first-ranking fixed charge (or, in the case of Land then owned by the Chargor, a charge by way of legal mortgage) over the Fixed Charge Assets, subject only to such Permitted Security as the Chargee has agreed should rank in priority;
 - (b) ensure that it has an effective first-ranking floating charge over the Floating Charge Assets, subject only to such Permitted Security as the Chargee has agreed should rank in priority; and
 - (c) facilitate the enforcement of the Transaction Security, the realisation of the Charged Assets or the exercise of any Rights held by the Chargee or any Receiver or Administrator under or in connection with the Transaction Security.
- 7.2 The scope of clause 7.1 is not limited by the specific provisions of the rest of this clause 7 or by any other provision of the Transaction Security Documents.

Notification

- 7.3 If, after the date of this Deed, the Chargor acquires (a) Rights in Land, (b) a new Subsidiary or (c) Rights in any other material asset including contracts, it will notify the

Chargee as soon as reasonably practicable and will provide it with such information about the acquisition as the Chargee may reasonably require.

Land

7.4 If required to do so by the Chargee, the Chargor will execute a first charge by way of legal mortgage over any Land in England and Wales owned by it at that time which is not already the subject of such a charge in favour of the Chargee, in any form which the Chargee may reasonably require.

7.5 The Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Land in England and Wales which now or in the future is the subject of a charge by way of legal mortgage in favour of the Chargee and which is, or is required to be, 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 [*date of this Deed*] in favour of [*beneficiaries*] of [*address for service*] referred to in the Charges Register."

7.6 The Chargor will, within the relevant priority period under the Land Charges Act 1972:

- (a) apply to the Land Registry for first registration of the title to that Land and registration of the Chargor as proprietor of that Land and notify the Chargee of its title number; and
- (b) if so required by the Chargee, create a first charge by way of legal mortgage over that Land in favour of the Chargee or, if not so required, procure that this Deed is noted in the charges register of that Land.

7.7 If any Land in which the Chargor has Rights is already registered when those Rights are acquired, the Chargor will, within the priority period of the relevant Land Registry Official Search:

- (a) apply to the Land Registry for its title to that Land to be registered and give notice of the title number to the Chargee; and
- (b) if so required by the Chargee, create a first charge by way of legal mortgage over that Land in favour of the Chargee or, if not so required, procure that this Deed is noted in the charges register of that Land.

- 7.8 The Chargor will procure the entry of a note of the obligation to make further advances under the terms of the Facility Agreement on the Charges Register of any registered land forming part of the Land over which it has created a charge by way of legal mortgage in favour of the Chargee.
- 7.9 The Chargor will deposit with the Chargee all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to its Land.

Equipment

- 7.10 If required to do so by the Chargee, the Chargor will create a first legal mortgage over any Equipment owned by it at that time, in any form which the Chargee may reasonably require.

Shares

- 7.11 If, at any time, the Chargor owns shares in a Subsidiary, it will:
- (a) on the date of this Deed (or, if it acquires the shares later, as soon as practicable after it does so), deposit with the Chargee all certificates or other documents of title to those shares and stock transfer forms for them, executed in blank by the Chargor;
 - (b) if required to do so by the Chargee (and to the extent that the Chargor is able to do so) amend the articles of association of the Subsidiary concerned in the manner reasonably required by the Chargee (and procure that the Subsidiary concerned takes, or omits to take, all such other steps as the Chargee may require) in order to enable it to enforce its Security without restriction; and
 - (c) if reasonably required to do so by the Chargee, procure that the Chargee or its nominee becomes registered as the legal owner of the shares concerned.

Notice of charge

- 7.12 If, at any time, the Chargor has a Right in respect of a Key Account or a Key Contract, it will, on the date of this Deed (or, if it acquires the Right later, as soon as practicable after it does so):

- (a) deliver a notice of this Deed to the other parties to the relevant Key Account or Key Contract substantially in the form set out in the applicable part of Schedule 4 (*Notice and acknowledgement of security*); and
- (b) use its reasonable endeavours to procure that those parties deliver an acknowledgement of the notice to the Chargee substantially in the form set out in that part of that Schedule as soon as reasonably practicable.

Subsequent Security

- 7.13 If the Chargee receives notice that any Security has been created over any of the Charged Assets which the Finance Documents do not permit to rank in priority to the Transaction Security, the Chargee will be treated as if it had immediately opened a new account for the Chargor, and all payments received by the Chargee from the Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from the Chargor to the Chargee.

ENFORCEMENT

8 Enforcement

Time for enforcement

- 8.1 The Chargee may enforce the Transaction Security at any time which is an Enforcement Time or if the Chargor requests it to do so.

Methods of enforcement

- 8.2 The Chargee may enforce the Transaction Security by:
- (a) appointing an Administrator of the Chargor;
 - (b) if permitted to do so by the Insolvency Legislation, appointing an Administrative Receiver of the Chargor;
 - (c) appointing a Specific Receiver of assets of the Chargor;
 - (d) going into possession of, receiving the benefit of, or selling any of the Charged Assets, giving notice to the Chargor or any other person in relation to any of the Charged Assets, exercising a right of set-off or in any other way it may decide; or
 - (e) taking any other action it may decide in any jurisdiction other than England.

8.3 To the extent that the Transaction Security arises under a security financial collateral arrangement, the Chargee may also enforce it by giving written notice to the Chargor that it is appropriating those Charged Assets which consist of financial collateral. On receipt of that notice by the Chargor, the Chargee will automatically become the absolute owner of that financial collateral, and the Chargor will have no further interest in it. The value of the financial collateral will, as soon as practicable after it has been established, be applied in discharge of the equivalent amount of the Secured Obligations in accordance with clause 9 (*Application of proceeds*). For this purpose, the Chargee will value the financial collateral as follows:

- (a) in the case of cash, by reference to its face value received by the Chargee;
- (b) in the case of credit claims, by reference to the amount actually recovered by the Chargee; and
- (c) in the case of financial instruments, by reference to such public indices, valuations or other matters as the Chargee may reasonably decide.

8.4 Expressions defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 will have the same meanings in this clause.

8.5 An Administrator must be appointed in accordance with the Insolvency Legislation.

8.6 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation.

8.7 The appointment of a Receiver may be made subject to such limitations as are specified by the Chargee in the appointment.

8.8 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Chargee may specify to the contrary in the appointment.

8.9 Subject to the Insolvency Legislation, the Chargee may remove or replace any Receiver.

8.10 If required by the Insolvency Legislation, an Administrator or Receiver must be a person qualified to act as such under it.

Powers on enforcement

8.11 An Administrator will have the powers given to him by the Insolvency Legislation.

8.12 An Administrative Receiver will have:

- (a) the powers given to him by the Insolvency Legislation;
- (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act; and
- (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and the Chargor were not in insolvency proceedings.

8.13 A Specific Receiver will have the same powers as an Administrative Receiver in respect of the assets over which he is appointed.

8.14 The Chargee will, if it enforces the Transaction Security itself, have the same powers as an Administrative Receiver in respect of the assets which are the subject of the enforcement.

8.15 Except to the extent provided by law, none of the powers described in this clause 8 will be affected by an Insolvency Event in relation to the Chargor.

Status and remuneration of Receiver

8.16 A Receiver will be the agent of the Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Chargee, even in the liquidation of the Chargor.

8.17 The Chargee may from time to time determine the remuneration of any Receiver.

Third parties

8.18 A person dealing with the Chargee or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

9 Application of proceeds

All money received by the Chargee or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Transaction Security) shall be applied in the order of priority detailed by the Deed of Priorities

UNDERTAKINGS

10 Key Contracts, Key Accounts and Debts

Key Contracts

10.1 The Chargor will:

- (a) comply with all of its obligations under each Key Contract; and
- (b) use its reasonable endeavours to ensure that the Chargee receives the full benefit of each Key Contract.

Restrictions on alteration or waiver

10.2 The Chargor will not:

- (a) agree to alter the terms of, or terminate, any Key Contract or Key Account; or
- (b) waive its rights under a Key Contract or Key Account,

without the prior written consent of the Chargee.

Chargee Consent

- 10.3 The Chargee will give its consent under clause 10.2 if, in its reasonable opinion, any such alteration or waiver will not materially affect the effectiveness or value of its security over the Key Contract or Key Account concerned.

Restriction on withdrawal from Key Account

- 10.4 The Chargor will not make any withdrawal from any Key Account without the prior written consent of the Chargee save as permitted by the Facility Agreement without consent.

- 10.5 The Chargee will give its consent under clause 10.4 if the withdrawal is permitted under the Facility Agreement.

Collect all Debts

- 10.6 The Chargor will promptly collect all Debts as agent for the Chargee and pay all their proceeds into such accounts as the Chargee may from time to time specify.

MISCELLANEOUS

11 Duration of the Security

Continuing security

- 11.1 The Obligations of the Chargor under the Finance Documents and the Security created by the Transaction Security Documents will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

Settlements conditional

- 11.2 If any payment by the Chargor or any other security provider or any release given by the Chargee (whether in respect of the Secured Obligations or any Security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of the Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (b) the Chargee will be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, release, avoidance or reduction had not occurred.

Section 93 Law of Property Act 1925

- 11.3 Section 93 of the Law of Property Act 1925 will not apply to the Transaction Security.

12 Expenses, liability and indemnity

Costs and expenses

- 12.1 The Chargor will within 14 days of a written demand, pay all reasonable and proper legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by the Chargee or by any Receiver in connection with the Transaction Security. This includes any costs and expenses relating to the enforcement or

preservation of the Transaction Security or the Charged Assets and any amendment, waiver, consent or release required in connection with the Transaction Security.

No liability or costs

- 12.2 Neither the Chargee nor a Receiver nor any of their Officers will be in any way liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets or the Transaction Security, except to the extent caused by its own negligence or wilful misconduct.

Indemnity to the Chargee

- 12.3 The Chargor will, on demand, indemnify each of the Chargee, a Receiver and their respective Officers in respect of all reasonable and proper costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:
- (a) anything done or omitted in the exercise of the powers conferred on it under the Transaction Security, unless it was caused by its negligence or wilful misconduct;
 - (b) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Transaction Security had not been granted and which was not caused by its negligence or wilful misconduct; or
 - (c) any breach by the Chargor of the Finance Documents.

13 Payments

Payments in full

- 13.1 All payments by the Chargor under the Transaction Security Documents will be made in full, without any set-off or other deduction.

Gross-up

- 13.2 If any tax or other sum must be deducted from any amount payable by the Chargor under the Transaction Security Documents, the Chargor will pay such additional amounts as are necessary to ensure that the recipient receives a net amount equal to the full amount it would have received before such deductions.

VAT

- 13.3 All amounts payable by the Chargor under the Transaction Security Documents are exclusive of VAT. The Chargor will, in addition, pay any applicable VAT on those amounts.

Default interest

- 13.4 If the Chargor fails to make a payment to a person under the Transaction Security Documents, it will pay interest to that person on the amount concerned at the Default Rate from the date it should have made the payment until the date of payment (after, as well as before, judgment).

Currency indemnity

- 13.5 No payment by the Chargor (whether under a court order or otherwise) will discharge the Obligations of the Chargor unless and until the Chargee has received payment in full in the currency in which the Obligation is denominated. If, on conversion into that currency, the amount of the payment falls short of the amount of the Obligation concerned, the Chargee will have a separate cause of action against the Chargor for the shortfall.

Certificates and determinations

- 13.6 Any certification or determination by the Chargee of an amount payable by the Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

14 Remedies

Rights additional

- 14.1 The Rights created by this Deed are in addition to any other Rights of the Chargee against the Chargor or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them save that the Facility Agreement will take priority in the event of any conflict between the Facility Agreement and this Deed.

No waiver

- 14.2 No failure by the Chargee to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by the Chargee preclude its further exercise.

Partial invalidity

- 14.3 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

15 Power of attorney

The Chargor, by way of security, irrevocably appoints each of the Chargee and any Receiver severally to be its attorney to do anything:

- (a) which the Chargor is obliged to do under the Transaction Security Documents; or
- (b) which the attorney may require to exercise any of the Rights conferred on it by the Transaction Security Documents or by law.

16 Notices

- 16.1 Any notice or other communication to a party to this Deed must be in writing. It must be addressed for the attention of such person, and sent to such address or fax number as that party may from time to time notify to the other Parties.
- 16.2 It will be deemed to have been received by the relevant party on receipt at that address.
- 16.3 The initial administrative details of the parties are contained in Schedule 1 (*Initial administrative details of the parties*) but a party may amend its own details at any time by notice to the other party.
- 16.4 Any notice to the Chargor may alternatively be sent to its registered office or to any of its places of business or to any of its directors or its company secretary; and it will be deemed to have been received when delivered to any such places or persons.

17 Law and jurisdiction

Governing law

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

Jurisdiction of the English courts

- 17.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of or any non-contractual obligations arising out of or in connection with this Deed) (a **Dispute**).
- 17.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1

Initial administrative details of the parties

Party	Address	Email Address	Attention
Chargor	Fulford House Newbold Terrace Leamington Spa CV32 4EA	Irfan Hussain (ih@definition.capital) Marin Jakisic (mj@definition.captital)	Irfan Javeed Hussain and Marin jakisic
Chargee	15 Princes Mews, London W2 4NX	Philip Shirley (pes@peshirley.co.uk) Charles Keay (ck@ccaf.london) Eddie Thomas (et@ccaf.london)	Philip Shirley (of Chargee); Charles Keay and Eddie Thomas (of Cranborne Chase)

Schedule 2

Land

County / District / London Borough	Address / Description	Title Number
London Borough of Islington	The freehold property being The Five Kings Hotel 59 Anson Road London N7 0AR	NGL64836

Schedule 3

Key Contracts

any contract entered into after the date of this Deed which is designated as a Key Contract by the Chargor and the Chargee at or about the time it was entered into.

Schedule 4

Notice and acknowledgement of Security

Key Contracts

To: [Counterparty]

Date: •

Dear Sirs

Notice of Security

- 1 We give you notice that, under a security document dated • entered into by us in favour of [•] (the **Chargee**), we have charged to the Chargee by way of first fixed charge all of our rights in [*insert details of agreement concerned*] (the **Agreement**).
- 2 We will remain liable for our obligations under the Agreement. The Chargee has no obligations under it.
- 3 We have agreed with the Chargee not to terminate or amend the Agreement or to waive any of its terms without the consent of the Chargee.
- 4 We instruct you to:
 - (a) make all payments due to us under the Agreement to the Chargee at [*insert an account number if required*] (whose receipt will be a good discharge to you for such payments); and
 - (b) disclose to the Chargee, without further approval from us, such information regarding the Agreement as the Chargee may from time to time request and to send it copies of all notices issued by you under the Agreement.
- 5 This instruction cannot be varied or terminated without the consent of the Chargee.
- 6 Please sign the enclosed acknowledgement and return it to the Chargee at [*address*] marked for the attention of [•].

for and on behalf of

[Chargor]

Acknowledgement of Security

To: [Chargee]

- 1 We acknowledge receipt of the notice [described above];
- 2 We have not received notice that any other person has an interest in the Agreement.
- 3 We will comply with the instructions in the notice.
- 4 We agree that no amendment or termination of the Agreement, nor any waiver of its terms, will be effective unless it is approved by the Chargee.
- 5 We will not exercise any right of set-off against payments owing by us under the Agreement unless they arise out of the Agreement itself.

Executed and delivered as a)

deed by).....

[Counterparty])Director

acting by:).....

Director/Secretary

Date: •

SIGNATORIES

The Chargor

EXECUTED as a DEED (but not delivered until the date of this Deed) by
TUFNELL PARK HOTELS LIMITED
acting by

.....
Director

in the presence of:

.....
Witness signature

.....
Witness name

.....
Witness address

.....

The Chargee

Executed as a deed by

15PM LLP

acting by Philip Shirley

1

a member in the presence of:

Witness:

Sign:.....

Name:.....

Address:.....

Occupation:.....

Address for notices:

15 Princes Mews, London W2 4NX	Philip Shirley (pes@peshirley.co.uk) Charles Keay (ck@ccaf.london) Eddie Thomas (et@ccaf.london)	Philip Shirley (of Chargee); Charles Keay and Eddie Thomas (of Cranborne Chase)
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