MR01
Particulars of a charge

Go online to file this information
www.gov.uk/companieshouse
A fee is payable with
Please see 'How to pay'

What this form is for
You may use this form to register
a charge created or evidenced by an instrument.

What this form is NOT
You may not use this for
register a charge where
instrument. Use form M

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

Company details

Company number
09064533

Company name in full
LONDON DOCKSIDE LTD

Charge creation date
07/04/2017

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name
AIB GROUP (UK) P.L.C

Name

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

06/16 Version 2.1
**MR01**

**Particulars of a charge**

<table>
<thead>
<tr>
<th>4</th>
<th><strong>Brief description</strong></th>
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</thead>
<tbody>
<tr>
<td>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</td>
<td></td>
</tr>
</tbody>
</table>

**Brief description**

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, “for more details please refer to the instrument”. Please limit the description to the available space.

<table>
<thead>
<tr>
<th>5</th>
<th><strong>Other charge or fixed security</strong></th>
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<tbody>
<tr>
<td>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</td>
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<tr>
<td>☑ Yes</td>
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<td>☐ No</td>
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<tr>
<th>6</th>
<th><strong>Floating charge</strong></th>
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</thead>
<tbody>
<tr>
<td>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</td>
<td></td>
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<tr>
<td>☐ Yes Continue</td>
<td></td>
</tr>
<tr>
<td>☑ No Go to Section 7</td>
<td></td>
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<tr>
<td>Is the floating charge expressed to cover all the property and undertaking of the company?</td>
<td></td>
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<tr>
<td>☐ Yes</td>
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<th><strong>Negative Pledge</strong></th>
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<tbody>
<tr>
<td>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</td>
<td></td>
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<tr>
<td>☑ Yes</td>
<td></td>
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<tr>
<td>☐ No</td>
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<th>8</th>
<th><strong>Trustee statement</strong></th>
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</thead>
<tbody>
<tr>
<td>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</td>
<td></td>
</tr>
<tr>
<td>☐</td>
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</tbody>
</table>

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<tr>
<th>9</th>
<th><strong>Signature</strong></th>
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</thead>
<tbody>
<tr>
<td>Please sign the form here.</td>
<td></td>
</tr>
</tbody>
</table>

**Signature**

Signature: [Signature]

This form must be signed by a person with an interest in the charge.

---

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MR01
Particulars of a charge

Presenters information
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: JACQUELINE CURRAN
Company name: KENNEDYS LAW LLP
Address: 25 FENCHURCH AVENUE

Post town: LONDON
County/Region: ENGLAND
Postcode: EC3M 5AD
Telephone: 020 7667 9074

Certificate
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist
We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:
☐ The company name and number match the information held on the public Register.
☐ You have included a certified copy of the instrument with this form.
☐ You have entered the date on which the charge was created.
☐ You have shown the names of persons entitled to the charge.
☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
☐ You have given a description in Section 4, if appropriate.
☐ You have signed the form.
☐ You have enclosed the correct fee.
☐ Please do not send the original instrument; it must be a certified copy.

Important information
Please note that all information on this form will appear on the public record.

How to pay
A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.
Make cheques or postal orders payable to 'Companies House.'

Where to send
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3ZU.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information
For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

This form has been provided free of charge by Companies House. 06/16 Version 2.1
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 9064533

Charge code: 0906 4533 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th April 2017 and created by LONDON DOCKSIDE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th April 2017.

Given at Companies House, Cardiff on 25th April 2017

Companies House
Dated 7 April 2017

(1) LONDON DOCKSIDE LTD (AS ASSIGNEE)

and

(2) AIB GROUP (UK) P.L.C. (AS LENDER)

SECURITY ASSIGNMENT OF CONTRACTUAL RIGHTS UNDER CERTAIN CONSTRUCTION AGREEMENTS

We hereby certify this to be a true copy of the original

Kennedys Law LLP
25 Fenchurch Avenue
London
EC3M 5AD

25 Fenchurch Avenue
London
EC3M 5AD
DX: 766 London/City

Tel: 020 7667 9667
Fax: 020 7667 9777
Ref: 10/RND/A212-834188
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THIS DEED is dated 7 April 2017

PARTIES

(1) LONDON DOCKSIDE LTD, a company incorporated in England and Wales with company number 09064533 and with its registered office at 20 Balderton Street, London, England 02135425 (the “Assignor”); and

(2) AIB GROUP (UK) P.L.C., registered in Northern Ireland with company number NI018800 and with its registered office at 92 Ann Street, Belfast, BT1 3HH (the “Lender”).

BACKGROUND

(A) The Lender has agreed, pursuant to the Facility Agreement, to provide the Borrower with term loan facilities on a secured basis.

(B) Under this deed, the Assignor provides security to the Lender for the term loan facilities made available under the Facility Agreement.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the Facility Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Borrower: Royal Docks Hotel Holdings Limited, a company incorporated in the Isle of Man with company number 013919V and with its registered office at First Names House, Victoria Road, Douglas, Isle of Man IM2 4DF.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Counterparty: any party to a Relevant Agreement other than the Assignor.

Delegate: any person appointed by the Lender or any Receiver pursuant to clause 12, and any person appointed as attorney of the Lender, Receiver or Delegate.

Event of Default: has the meaning given to that expression in the Facility Agreement.

Facility Agreement: the facility agreement dated on or around the date of this deed between the (1) the Borrower (as borrower) (2) the Subsidiaries of the Borrower (as listed in part 1 of Schedule 1 to the facility agreement) (as guarantors) and (3) the Lender (as lender), for the provision of the term loan
facilities secured by this deed, as the same may be amended, amended and
restated, supplemented, varied or extended from time to time.


Obligors: has the meaning given to that expression in the Facility Agreement.

Permitted Security: has the meaning given to that expression in the Facility
Agreement.

Receiver: a receiver, receiver and manager or administrative receiver of any
or all of the Secured Assets appointed by the Lender under clause 10.

Relevant Agreement: each document described in Schedule 1 (Relevant
Agreements) and each other agreement designated as a Relevant Agreement
by the Lender and the Assignor in writing from time to time, as the same may
be amended, amended and restated, supplemented, varied or extended from
time to time.

Secured Assets: all the assets, property and undertaking for the time being
subject to any Security created by this deed (and references to the Secured
Assets shall include references to any part of them).

Secured Liabilities: all present and future monies, obligations and liabilities
of the Obligors to the Lender under the Finance Documents, whether actual
or contingent and whether owed jointly or severally, as principal or surety or
in any other capacity, including without limitation, under or in connection
with the Facility Agreement or this deed (including, without limitation, those
arising under clause 24.3.2), together with all interest (including, without
limitation, default interest) accruing in respect of such monies, obligations or
liabilities.

Security: any mortgage, charge (whether fixed or floating, legal or
equitable), pledge, lien, assignment by way of security or other security
interest securing any obligation of any person, or any other agreement or
arrangement having a similar effect.

Security Period: the period starting on the date of this deed and ending on
the date on which the Lender is satisfied that all the Secured Liabilities have
been unconditionally and irrevocably paid and discharged in full and no
further Secured Liabilities are capable of being outstanding.

1.2 In this deed:

1.2.1 Clause, Schedule and paragraph headings shall not affect the interpretation
of this deed;

1.2.2 a reference to a person shall include a reference to an individual, firm,
company, corporation, partnership, unincorporated body of persons,
government, state or agency of a state or any association, trust, joint
venture or consortium (whether or not having separate legal personality);

1.2.3 unless the context otherwise requires, words in the singular shall include the
plural and in the plural shall include the singular;

1.2.4 unless the context otherwise requires, a reference to one gender shall
include a reference to the other genders;

1.2.5 references to a party shall include that party's successors, permitted assigns
and permitted transferees and this deed shall be binding on, and enure to
the benefit of, the parties to this deed and their respective personal
representatives, successors and permitted assigns;

1.2.6 a reference to a statute or statutory provision is a reference to it as
amended, extended or re-enacted from time to time;

1.2.7 a reference to a statute or statutory provision shall include all subordinate
legislation made from time to time under that statute or statutory provision;

1.2.8 a reference to writing or written includes fax but not email;

1.2.9 an obligation on a party not to do something includes an obligation not to
allow that thing to be done;

1.2.10 a reference to this deed (or any provision of it) or to any other agreement or
document referred to in this deed is a reference to this deed, that provision
or such other agreement or document as amended (in each case, other than
in breach of the provisions of this deed) from time to time;

1.2.11 any words following the terms including, include, in particular, for example
or any similar expression shall be construed as illustrative and shall not limit
the sense of the words, description, definition, phrase or term preceding
those terms;

1.2.12 a reference to an amendment includes a novation, re-enactment,
supplement or variation (and amended shall be construed accordingly);

1.2.13 a reference to assets includes present and future properties, undertakings,
revenues, rights and benefits of every description;

1.2.14 a reference to an authorisation includes an approval, authorisation, consent,
exemption, filing, licence, notarisation, registration and resolution;

1.2.15 a reference to continuing in relation to an Event of Default means an Event
of Default that has not been remedied or waived;

1.2.16 a reference to a regulation includes any regulation, rule, official directive,
request or guideline (whether or not having the force of law) of any
governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

1.2.17 capitalised terms defined in the Facility Agreement have, unless expressly defined in this deed, the same meaning in this deed.

1.3 If the Lender reasonably considers that an amount paid by the Assignor or any Obligor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Assignor or any Obligor, or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

1.6 This deed is a Transaction Security Document and a Finance Document within the meaning of the Facility Agreement.

2 COVENANT TO PAY

The Assignor shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3 GRANT OF SECURITY

3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Assignor with full title guarantee assigns by way of security to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

3.1.1 the benefit of each Relevant Agreement;

3.1.2 the benefit of all other contracts, guarantees, appointments, warranties and other documents to which the Assignor is a party, which are in its favour or of which it has the benefit (including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them), to the extent not effectively assigned under clause 3.1.1 or clause Error! Reference source not found.; and
3.1.3 all authorisations (statutory or otherwise) held or required in connection with
the use of any Secured Assets, and all rights in connection with them,

provided that nothing in this clause 3.1 shall constitute the Lender as a
mortgagee in possession.

3.2 Until the security constituted by this deed has become enforceable, the
Assignor shall be entitled to exercise all its rights in the Secured Assets,
subject to the other provisions of this deed.

4 LIABILITY OF THE ASSIGNS50

4.1 The Assignor’s liability under this deed in respect of any of the Secured
Liabilities shall not be discharged, prejudiced or affected by:

4.1.1 any security, guarantee, indemnity, remedy or other right held by, or
available to, the Lender that is or becomes wholly or partially illegal, void or
unenforceable on any ground;

4.1.2 the Lender renewing, determining, varying or increasing any facility or other
transaction in any manner or concurring in, accepting or varying any
compromise, arrangement or settlement, or omitting to claim or enforce
payment from any other person; or

4.1.3 any other act or omission that, but for this clause 4.1, might have
discharged, or otherwise prejudiced or affected, the liability of the Assignor.

4.2 The Assignor waives any right it may have to require the Lender to enforce
any security or other right, or claim any payment from, or otherwise proceed
against, any other person before enforcing this deed against the Assignor.

5 REPRESENTATIONS AND WARRANTIES

5.1 The Assignor makes the representations and warranties set out in this clause
5 to the Lender.

5.2 The Assignor is the sole legal and beneficial owner of, and has good, valid
and marketable title to the Secured Assets.

5.2.1 The counterparts and instruments comprising the Relevant Agreements or
other documents, agreements or arrangements comprising the Secured Assets
as provided to the Lender before the date of this deed, evidence all terms of
the relevant Secured Assets, and there are no other documents, agreements
or arrangements that may affect the operation or enforceability of any
Secured Assets.

5.2.2 Subject to the Legal Reservations, no Relevant Agreement or other
document, agreement or arrangement comprising the Secured Assets is void,
voidable or otherwise unenforceable.
5.2.3 The Assignor is not in breach of its obligations under any Relevant Agreement, or other document, agreement or arrangement comprising the Secured Assets and nothing has occurred:

(a) which is, or would constitute (with the giving of notice or passage of time or both), an event of default (however described) under any Relevant Agreement or other document, agreement or arrangement comprising the Secured Assets; or

(b) which would entitle a person to terminate or rescind a Relevant Agreement or other document, agreement or arrangement comprising the Secured Assets.

5.3 The Secured Assets are free from any Security other than Permitted Security and the Security created by this deed.

5.4 The Assignor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5 Subject to the Legal Reservations, no Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Assignor or otherwise.

5.6 There is no prohibition on assignment in any Relevant Agreement, and the entry into this deed by the Assignor does not and will not constitute a breach of any Relevant Agreement or any other agreement, instrument or obligation binding on the Assignor or its assets.

5.7 Subject to the Legal Reservations, this deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Assignor and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

5.8 The representations and warranties set out in clause 5.2 to clause 5.7 are made by the Assignor on the date of this deed are deemed to be repeated on the first day of each Interest Period with reference to the facts and circumstances existing at the time of such repetition.

6 COVENANTS

6.1 The Assignor shall not at any time, except with the prior written consent of the Lender:

6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed or any Permitted Security;
6.1.2 other than as permitted under the Finance Documents, sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or

6.1.3 create or grant (or purport to create or grant) any interest in any Secured Asset in favour of a third party other than any Security created by this deed or any Permitted Security.

6.2 The Assignor shall not do, or permit to be done, any act or thing that would or might reasonably be expected to depreciate, jeopardise or otherwise prejudice the security held by the Lender or diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.2.1 The Assignor shall, unless the Lender agrees otherwise in writing, comply with the terms of any Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets.

6.2.2 Other than as permitted under the Finance Documents, the Assignor shall not, without the prior written consent of the Lender:

(a) amend or vary or agree to any change in, or waive any requirement of;

(b) settle, compromise, terminate, rescind or discharge (except by performance); or

(c) abandon, waive, dismiss, release or discharge any action, claim or proceedings against any Counterparty or other person in connection with,

any Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets.

6.3 The Assignor shall:

6.3.1 not waive any of the Lender's rights or release any person from its obligations in connection with the Secured Assets; and

6.3.2 take all necessary or appropriate action against any person (including as reasonably required by the Lender) to protect and enforce its rights, and recover money or receive other property in connection with, the Secured Assets.

6.4 The Assignor shall, if an Event of Default is continuing, ensure that all money payable to, or other property receivable by, the Assignor under or in relation to any Secured Assets is paid or delivered to the Lender (or that the Assignor pays over or delivers such amounts to the Lender) to be applied in accordance with the Finance Documents.

6.5 The Assignor shall use its reasonable endeavours to:
6.5.1 procure the prompt observance and performance of the covenants and other obligations imposed on the Assignor’s counterparties (including each Counterparty in respect of a Relevant Agreement); and

6.5.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets as contemplated by the Finance Documents or as may be reasonably required by the Lender from time to time.

6.6 The Assignor shall, in accordance with the Facility Agreement, on becoming aware of any of the same, notify the Lender in writing of:

6.6.1 any representation or warranty set out in clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.6.2 any breach of any covenant set out in this deed.

6.7 The Assignor shall:

6.7.1 Promptly on the execution of this deed:

(a) give notice to each Counterparty to a Relevant Agreement, in the form set out in Part 1 of Schedule (Notice and Acknowledgement of Assignment of Relevant Agreement), of the assignment of the Assignor’s rights and interest in and under that Relevant Agreement pursuant to clause 3.1.1; and

(b) use its reasonable endeavours to procure that each Counterparty will provide to the Lender promptly an acknowledgement of the notice, in the form set out in LONDON DOCKSIDE LTD
Part 2 of Schedule (Notice and Acknowledgement of Assignment of Relevant Agreement), of the Lender's interest;

6.7.2 in the case of each Relevant Agreement or other document, agreement or arrangement designated as Secured Assets after the date of this deed, the Assignor shall, give the relevant notices and procure each relevant acknowledgement referred to in clause 6.7.1 on the later of that Relevant Agreement, document, agreement or arrangement coming into existence or being designated Secured Assets.

6.8 The Assignor shall on the execution of this deed, deposit with the Lender and the Lender shall, for the duration of the Security Period, be entitled to hold all the Assignor's original counterparts of, and instruments comprising, each Relevant Agreement and any other document, instrument or agreement comprising the Secured Assets.

6.9 The Assignor shall:

6.9.1 give the Lender such information concerning the Secured Assets as the Lender may require; and

6.9.2 promptly notify the Lender in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Assignor's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

6.10 The Assignor shall comply with all requirements regarding insurance in accordance with the terms of the Facility Agreement.

6.11 The Assignor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on written request, produce evidence of payment to the Lender.

6.12 Other than as permitted under the Finance Documents, the Assignor shall observe and perform all material covenants, stipulations and conditions to which any Secured Assets, or the use of them, is or may be subjected.

7 POWERS OF THE LENDER

7.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Assignor of any of its obligations contained in this deed which the Assignor has failed to remedy within any applicable grace period. The Assignor irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose. Any monies reasonably expended by the Lender in remedying a breach by the Assignor of its obligations contained in this deed, shall be reimbursed by the Assignor to the
Lender on a full indemnity basis and shall carry interest in accordance with clause 14.1.

7.2 The rights of the Lender under clause 7.1 are without prejudice to any other rights of the Lender under this deed.

7.3 The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

7.4 To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

7.5 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 7.5) from their existing currencies of denomination into the currency of account in respect of such Secured Liabilities.

7.6 Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.

7.7 Each reference in this clause 7 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

7.8 If the Lender receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Lender may open a new account for the Assignor in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Assignor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

7.9 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, under clause 7.8, then, unless the Lender gives express written notice to the contrary to the Assignor, all payments made by the Assignor to the Lender shall be treated as having been credited to a new account of the Assignor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Lender.

7.10 The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a
party to this deed (whether or not any such person is jointly liable with the Assignor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Assignor for the Secured Liabilities.

8 WHEN SECURITY BECOMES ENFORCEABLE

8.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs which is continuing.

8.2 After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

9 ENFORCEMENT OF SECURITY

9.1.1 For the purpose of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

9.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be exercisable at any time after the security constituted by this deed has become enforceable under clause 8.1.

9.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

9.1.4 At any time after the Lender has demanded payment of the Secured Liabilities or if the Assignor defaults in the performance of its obligations under this deed or the Facility Agreement, the Assignor will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies.

9.1.5 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lender may:

(a) redeem that or any other prior Security;

(b) procure the transfer of that Security to it; and

(c) settle and pass any account of the holder of any prior Security.

9.1.6 The settlement and passing of any such account shall, in the absence of any manifest error, be conclusive and binding on the Assignor. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lender, be due from the Assignor to the Lender on current account and shall bear interest at the default rate of interest.
specified in the Facility Agreement and be secured as part of the Secured Liabilities.

9.2 No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

9.2.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

9.2.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

9.2.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

9.3 Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

9.4 Other than in respect of gross negligence or wilful misconduct, neither the Lender, any Receiver nor any Delegate shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

9.5 The receipt of the Lender, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10 RECEIVER

10.1 At any time after the security constituted by this deed has become enforceable, or at the request of the Assignor, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

10.2 The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, 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.

10.3 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the
remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

10.4 The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

10.5 The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.

10.6 Any Receiver appointed by the Lender under this deed shall be the agent of the Assignor and the Assignor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Assignor goes into liquidation and after that, the Receiver shall act as principal and shall not become the agent of the Lender.

11 POWERS OF RECEIVER

11.1.1 Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on it by statute, have the powers set out in clause 11.2 to clause 11.15.

11.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

11.1.3 Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of the Assignor, the directors of the Assignor or itself.

11.2 A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit. A Receiver may discharge any such person or any such person appointed by the Assignor.

11.3 A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Lender may prescribe or agree with the Receiver.

11.4 A Receiver may collect and get in the Secured Assets or any part of them in respect of which it is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.
11.5 A Receiver may sell or assign (or concur in selling or assigning), all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

11.6 A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

11.7 A Receiver may make any arrangement, settlement or compromise between the Assignor and any other person that the Receiver may think expedient.

11.8 A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

11.9 A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 14, effect with any insurer, any policy of insurance either in lieu or satisfaction of, or in addition to, that insurance.

11.10 A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if the Receiver had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

11.11 A Receiver may, for any of the purposes authorised by this clause 11, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which the Receiver is appointed on any terms that it thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this deed).

11.12 A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Assignor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

11.13 A Receiver may delegate its powers in accordance with this deed.

11.14 A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights the Receiver would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

11.15 A Receiver may do any other acts and things that it:
11.15.1 may consider desirable or necessary for realising any of the Secured Assets;

11.15.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or

11.15.3 lawfully may or can do as agent for the Assignor.

12 DELEGATION

12.1 The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 16.1).

12.2 The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

12.3 Neither the Lender nor any Receiver shall be in any way liable or responsible to the Assignor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13 APPLICATION OF PROCEEDS

13.1 All monies received by the Lender, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

13.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;

13.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and

13.1.3 in payment of the surplus (if any) to the Assignor or other person entitled to it.

13.2 Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

13.3 All monies received by the Lender, a Receiver or a Delegate under this deed, which are not going to be applied in or towards discharge of the Secured Liabilities):
13.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;

13.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Assignor; and

13.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

14 COSTS AND INDEMNITY

14.1 The Assignor shall, promptly on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

14.1.1 this deed or the Secured Assets;

14.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this deed; or

14.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,


together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Assignor) at the rate and in the manner specified in the Facility Agreement.

14.2 The Assignor shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including any direct losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

14.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;

14.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

14.2.3 any default or delay by the Assignor in performing any of its obligations under this deed.
Any past or present employee or agent may enforce the terms of this clause 14.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

15 FURTHER ASSURANCE

15.1 The Assignor shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

15.1.1 creating, perfecting or protecting the security intended to be created by this deed;

15.1.2 facilitating the realisation of any Secured Asset; or

15.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

16 POWER OF ATTORNEY

16.1 By way of security, the Assignor irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Assignor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

16.1.1 the Assignor is required to execute and do under this deed but has failed to do so within any applicable grace period; or

16.1.2 after this deed has become enforceable any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

16.2 The Assignor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 16.1.

17 RELEASE

17.1 Subject to clause 24.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Assignor, take whatever action is necessary to:
17.1.1 release the Secured Assets from the security constituted by this deed; and

17.1.2 reassign the Secured Assets to the Assignor.

18 ASSIGNMENT AND TRANSFER

18.1.1 At any time, without the consent of the Assignor, the Lender may assign or transfer any or all of its rights and obligations under this deed.

18.1.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Assignor, the Secured Assets and this deed that the Lender considers appropriate.

18.2 The Assignor may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

19 SET-OFF

19.1 The Lender may at any time set off any matured obligation of the Assignor to the Lender against any matured obligation of the Lender to the Assignor, whether either obligation is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the obligations to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 19 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

19.2 The Lender is not obliged to exercise its rights under clause 19.1. If, however, it does exercise those rights it must promptly notify the Assignor of the set-off that has been made.

19.3 All payments made by the Assignor to the Lender under this deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

20 AMENDMENTS, WAIVERS AND CONSENTS

20.1 No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

20.1.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
20.1.2 A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

20.2 The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

21 SEVERANCE

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

22 COUNTERPARTS

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

23 THIRD PARTY RIGHTS

(a) Except as expressly provided in clause 14.2, a person who is not a party to this deed (other than a permitted successor or assign, any Receiver or any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

(b) The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

24 FURTHER PROVISIONS

24.1 The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this deed.
24.2 The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

24.3 Any release, discharge or settlement between the Assignor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

24.3.1 the Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

24.3.2 the Lender may recover the value or amount of such security or payment from the Assignor subsequently as if the release, discharge or settlement had not occurred.

24.4 A certificate or determination by the Lender as to any amount for the time being due to it from the Assignor in respect of the Secured Liabilities shall be, in the absence of any manifest error, conclusive evidence of the amount due.

24.5 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

25 NOTICES

Each notice or other communication required to be given under or in connection with this deed shall be delivered in accordance with clause 31 (Notices) of the Facility Agreement and clause 39.2 (Service of Process) of the Facility Agreement.

26 GOVERNING LAW AND JURISDICTION

26.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

26.2 Each party irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the
Assignor in any other court of competent jurisdiction other than the USA and Canada, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions other than the USA and Canada, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

26.3 The Assignor irrevocably consents to any process in any proceedings under clause 26.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed and delivered as a deed on the date first stated above.
<table>
<thead>
<tr>
<th>No.</th>
<th>Agreement</th>
<th>Parties</th>
<th>Address of counterparty</th>
<th>Subject</th>
<th>Date</th>
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<tr>
<td></td>
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<td>(2) RGCM Limited</td>
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<td>(2) London Dockside Limited</td>
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<td>3</td>
<td>Deed of Variation to Building Contract</td>
<td>(1) London Dockside Limited</td>
<td>See below</td>
<td>Construction document relating to the development of the hotel known as Hampton by Hilton, London Docklands Hotel</td>
<td>20.06.2016</td>
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<td>(2) RGCM Limited</td>
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<td>4</td>
<td>Appointment of Employers Agent &amp; Quantity Surveyor</td>
<td>(1) London Dockside Limited</td>
<td>See below</td>
<td>Construction document relating to the development of the hotel known as Hampton by Hilton, London Docklands Hotel</td>
<td>30.11.2015</td>
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<td>(2) Marick PS Limited</td>
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<td>5</td>
<td>Appointment of Mechanical, Electrical &amp; Fire Engineer</td>
<td>(1) London Dockside Limited</td>
<td>See below</td>
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<td>11.12.2015</td>
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<td>(2) Capita Property and Infrastructure Limited</td>
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<td>6</td>
<td>Developer</td>
<td>(1) Stride Treglown</td>
<td>See below</td>
<td>Construction document relating</td>
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<td>Warranty</td>
<td>Limited</td>
<td>(2) RGCMS Limited</td>
<td>to the development of the hotel known as Hampton by Hilton, London Docklands Hotel</td>
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<td>7 Developer Warranty</td>
<td>(1) Capita Property and Infrastructure Limited</td>
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<td>8 Developer Warranty</td>
<td>(1) Stride Treglown Management Limited</td>
<td>See below</td>
<td>Construction document relating to the development of the hotel known as Hampton by Hilton, London Docklands Hotel</td>
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<td>9 Developer Warranty (Cladding)</td>
<td>(1) KTD Construction Limited</td>
<td>See below</td>
<td>Construction document relating to the development of the hotel known as Hampton by Hilton, London Docklands Hotel</td>
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<td>10 Developer Warranty (Electrical)</td>
<td>(1) Electrical Contractors (Ashfield) Limited</td>
<td>See below</td>
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<td>11 Developer Warranty (Lifts/Elevators)</td>
<td>(1) Schindler Ltd</td>
<td>See below</td>
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18.12.2015

11.12.2015

24.11.2016

07.12.2016

03.11.2016
| 12 | Developer Warranty (Mechanical) | (1) Hartle Limited  
   (2) London Dockside Limited  
   (3) RGCM Limited | See below | Construction document relating to the development of the hotel known as Hampton by Hilton, London Docklands Hotel | 03.11.2016 |
| 13 | Developer Warranty (Modular Contractor) | (1) Verbus Systems Limited  
   (2) London Dockside Limited  
   (3) RGCM Ltd | See below | Construction document relating to the development of the hotel known as Hampton by Hilton, London Docklands Hotel | 13.01.2016 |
| 14 | Developer Warranty (Piling Contractor) | (1) Green Pilling Limited  
   (2) London Dockside Limited  
   (3) RGCM Limited | See below | Construction document relating to the development of the hotel known as Hampton by Hilton, London Docklands Hotel | 25.04.2016 |
| 15 | Developer Warranty (Steel to Steel) | (1) Billington Structures Limited  
   (2) London Dockside Limited  
   (3) RGCM Limited | See below | Construction document relating to the development of the hotel known as Hampton by Hilton, London Docklands Hotel | 07.12.2016 |
| 16 | Developer Warranty (Windows - ApIC UK Ltd) | (1) ApIC UK Limited  
   (2) London Dockside Limited  
   (3) RGCM Limited | See below | Construction document relating to the development of the hotel known as Hampton by Hilton, London Docklands Hotel | 27.02.2017 |
| 17 | Phase 1 Contractor Deed of Warranty | (1) Evolution Enabling Services Limited  
   (2) Vastint Hospitality B.V  
   (3) London Dockside Limited | See below | Construction document relating to the common parts works to the larger site including the development of the hotel known as Hampton by Hilton, London Docklands Hotel | 13.01.2016 |
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<th>Description</th>
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<th>Description</th>
<th>Date</th>
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<td>18</td>
<td>Phase 1 Project Manager Warranty</td>
<td>(1) BWB Consulting Limited</td>
<td>Construction document relating to the common parts works to the larger site including the development of the hotel known as Hampton by Hilton, London Docklands Hotel</td>
<td>13.01.2016</td>
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<td>(2) Vastint Hospitality B.V.</td>
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<td>(3) London Dockside Limited</td>
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<td>19</td>
<td>Developer Warranty</td>
<td>(1) Fenton Civil Engineering Ltd</td>
<td>Construction document relating to the common parts works to the larger site including the development of the hotel known as Hampton by Hilton, London Docklands Hotel</td>
<td>20.03.2017</td>
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<td>(2) Vastint Hospitality B.V.</td>
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<td>(3) London Dockside Limited</td>
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<td>20</td>
<td>Developer Warranty (Hard Landscape Marron)</td>
<td>(1) Marron Civil Engineering Ltd</td>
<td>Construction document relating to the common parts works to the larger site including the development of the hotel known as Hampton by Hilton, London Docklands Hotel</td>
<td>29.03.2017</td>
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<td>(2) Vastint Hospitality B.V.</td>
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<td>(3) London Dockside Limited</td>
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<td>21</td>
<td>Original Development Agreement (Tripartite Development</td>
<td>(1) Vastint Hospitality B.V.</td>
<td>Development agreement relating to the common parts works to the larger site including the development of the hotel known as Hampton by Hilton, London Docklands Hotel</td>
<td>13.01.2016</td>
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<td>Agreement)</td>
<td>(2) Connaught Hotels London Excel Ltd</td>
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<td>(3) London Dockside Limited</td>
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| 22 | Amended Development Agreement | Vastint Hospitality B.V.  
(2) Connaught Hotels  
London Excel Ltd  
(3) London Dockside Limited  
(4) B3 Developments Ltd | See below | Development agreement relating to the common parts works to the larger site including the development of the hotel known as Hampton by Hilton, London Docklands Hotel | On or about the date of this deed |

Address Details for each of the above counter-parties:

1. RGCM Limited, 4 Abbey Wood Road, Kings Hill, West Malling, Kent, ME19 4A
2. Spritestore Limited, 4 Abbey Wood Road, Kings Hill, West Malling, Kent, ME19 4AB
3. Marick PS Limited, Chancery House 30 St Johns Road Woking, Surrey, United Kingdom, GU21 7SA
4. Capita Property and Infrastructure Limited, 71 Victoria Street, Westminster, London, SW1H 0XA
5. Stride Treglown Limited, Promenade House, The Promenade, Clifton Down, Bristol, BS8 3NE
6. Stride Treglown Management Limited, Promenade House, The Promenade, Clifton, Bristol, BS8 3NE
7. KTD Construction Limited, 5 White Oak Square, London Road, Swanley, Kent, BR8 7AG
8. Electrical Contractors (Ashfield) Ltd, 6 Newlands Court, Attwood Road, Burntwood, Staffordshire, England, WS7 3GF
9. Schindler Ltd, 205 Brooklands Road, Weybridge, England, KT13 0BG
10. Hartle Limited, Unit 18 Chestnut Court, Jill Lane Sambourne, Redditch, Worcestershire, B96 6EW
12. Green Piling Limited, Smithy Brook Road, Renishaw, Sheffield, South Yorkshire, S21 3JS
13 Billington Structures Limited, Barnsley Road, Wombwell, Barnsley, South Yorkshire, S73 8DS

14 APiC UK Limited, Unit A Beech Court, Crystal Drive Sandwell Business, Park West Bromwich, West Midlands, B66 1RD

15 Evolution Enabling Services Limited, 3rd Floor Crown House, 151 High Road, Loughton, Essex, IG10 4LG

16 Vastint Hospitality B.V, Hettenheuvelweg 51, 101 BM Amsterdam Zuidoost, The Netherlands

17 BWB Consulting Limited, 5th Floor, Waterfront House Station Street, Nottingham, Notts, NG2 3DQ

18 Fenton Civil Engineering Ltd, 2 Mountside, Stanmore, Middlesex, HA7 2DT

19 Marron Civil Engineering Ltd, Unit 39 Sheraton Business Centre, Wadsworth Close, Greenford Middlesex, London, UB6 7JB

20 Connaught Hotels London Excel Ltd, 285 Victoria Dock Road, London, E16 3BY

21 B3 Developments Ltd, 272 Victoria Dock Road, London, England, E16 3BY
SCHEDULE 3
NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF RELEVANT AGREEMENT

PART 1
FORM OF NOTICE OF ASSIGNMENT

[On the letterhead of the London Dockside Ltd]

[address of relevant counterparty]

2017

Dear Sirs

Security assignment (the “Assignment”) dated [*] 2017 between London Dockside Ltd (as Assignor) and AIB Group (UK) p.l.c. (as Lender)

We refer to the agreement between (1) [*] and (2) [*] (as Operator) dated [*] (the “Contract”).

This letter constitutes notice to you that under the Assignment we, London Dockside Ltd (company number 09064533) have assigned to AIB Group (UK) p.l.c. (the “Lender”), by way of security, all our rights, title and interest and benefit in and to the Contract.

We irrevocably instruct and authorise you to:

1. Comply with the terms of any written instructions received by you from the Lender relating to the Contract, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions.

2. Notify the Lender in writing of the occurrence of an “Event of Default” (as such term is defined or similarly defined in the Contract) and in the event of notice of termination of the Contract being served on us for any reason.

3. Following receipt by you of a notice of Event of Default from the Lender:

3.1 hold all sums from time to time due and payable by you to us under the Contract to the order of the Lender;

3.2 pay, or release, all monies to which we are entitled under the Contract to the Lender, or to such persons as the Lender may direct; and

3.3 disclose information in relation to the Contract to the Lender on request by the Lender.

Neither the Assignment nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.

Subject to the foregoing, you may continue to deal with us in relation to the Contract until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Contract and you must deal only with the Lender.
Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of the Lender.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Lender at AIB Group (UK) p.l.c., Corporate Banking, Podium Floor, St Helen's, 1 Undershaft, London EC3A 8AB (Attn.: Marie Espiner), with a copy to us.

This notice, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully

..............................................................

LONDON DOCKSIDE LTD
PART 2
FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
[On the letterhead of relevant counterparty to Contract]

AIB Group (UK) p.l.c.
Corporate Banking
Podium Floor, St Helen's
1 Undershelf
London EC3A 8AB
FAO: Marie Espiner

2017

Dear Sirs

Security assignment ("Assignment") dated [●] 2017 between London Dockside Ltd and AIB Group (UK) p.l.c.

We confirm receipt from London Dockside Ltd (company number 09064533)(the "Assignor") of a notice dated [●] 2017 ("Notice") of an assignment, by way of security, of all the Assignor's rights under the agreement between [●] and (2) [●] dated [●] (the "Contract").

Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

1. We accept the instructions and authorisations contained in the Notice and agree to comply with the Notice.

2. There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract.

3. We will not cancel, terminate, avoid, release or otherwise allow the Contract to lapse without giving the Lender at least 30 days’ prior written notice.

4. We have not, as at the date of this acknowledgement, received notice that the Assignor has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party.

5. The Lender will not in any circumstances have any liability in relation to the Contract.

6. The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Lender.

This letter, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully
The Assignor

Executed as a deed by LONDON DOCKSIDE LTD acting by Gary Jones; a director, in the presence of:

[Signature]

Witness name: Lauren Cole

Witness Address: 12 Madison
London NW1 0AA

Witness occupation: PA
The Lender

Executed as a deed by AIB GROUP (UK) P.L.C. acting by of its lawful Attorneys:

MARIE ESPINEL

GAVIN SNOWBALL

As Attorneys for AIB Group (UK) p.l.c.

in the presence of:

Witness name: MALICKA AHWALIA
Kennedys Law LLP
25 Fenchurch Avenue
London
EC3M 5AD

Witness Address:
Witness occupation:

TRAINEE SOLICITOR