Company name: TAG FARNBOROUGH (HOLDINGS) LIMITED
Company number: 03494464

Received for Electronic Filing: 03/07/2018

Details of Charge

Date of creation: 29/06/2018
Charge code: 0349 4464 0005
Persons entitled: HSBC BANK PLC
Brief description:
Contains fixed charge(s).
Contains negative pledge.

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

Authentication of Instrument
Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.
Certified by: STEPHENSON HARWOOD LLP
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 3494464

Charge code: 0349 4464 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2018 and created by TAG FARNBOROUGH (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2018.

Given at Companies House, Cardiff on 5th July 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006
Dated 29 June 2018

1) TAG FARNBOROUGH HOLDINGS LIMITED
   - and -

2) HSBC BANK PLC

SHARE CHARGE
relating to shares in
FARNBOROUGH HOTEL LIMITED

HSBC

HSBC Bank plc
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THIS DEED is made on 29 June 2018

BETWEEN:

(1) TAG FARNBOROUGH (HOLDINGS) LIMITED a company incorporated and registered under the laws of England and Wales with registered number 03494464 whose registered office is at Business Aviation Centre, Farnborough Airport, Farnborough, Hampshire, GU14 6XA (the "Chargor"); and

(2) HSBC BANK PLC (the "Lender").

IT IS AGREED as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Deed:

"Affiliate" means a Subsidiary of a company, a Holding Company of that company or any other Subsidiary of that Holding Company

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"Borrower" means Farnborough Hotel Limited, a company incorporated and registered under the laws of British Virgin Islands with registered number 646553 whose registered office is at 125 Main Street, PO Box 144, Road Town, Tortola, British Virgin Islands

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London

"BVI Companies Act" means the BVI Business Companies Act 2004 of the laws of the British Virgin Islands, as amended

"Derivative Assets" means in relation to any Shares, all money, rights or benefits at any time deriving from or arising out of or offered in respect of those Shares

"Facility Office" means the office or offices notified by the Lender to the Borrower in writing as the office or offices through which it will perform its obligations under this Deed

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower to which the Lender or any of its Affiliates is the counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities and shall include all trades conducted thereunder

"Holding Company" has the meaning given in section 1159 of the Companies Act 2006

"Initial Shares" means the shares referred to in the Schedule (Shares) (if any)

"Interest Rate" means the rate of interest payable on any facility secured by the Security
“Legal Reservations” means:-

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;

(c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases; and/or

(d) similar principles, rights and remedies under the laws of any relevant jurisdiction

“Receiver” means a receiver and/or manager of any or all of the Chargor’s assets appointed by the Lender under the Security

“Register of Members” means the register of members of the Borrower maintained by the Borrower in accordance with the BVI Companies Act

“Registrar” means the Registrar of Corporate Affairs of the British Virgin Islands

“Registered Agent” means the registered agent of the Borrower under section 91 of the BVI Business Companies Act (No 18 of 2004) of the laws of the British Virgin Islands, as amended

“Secured Liabilities” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Borrower to the Lender (including to the Lender or an Affiliate of the Lender under any Hedging Agreement) and all monies covenanted by the Chargor to be paid under this Deed

“Security” means the Security Interests created or intended to be created by or pursuant to this Deed

“Security Assets” means all the Chargor’s assets from time to time the subject of Security

“Security Interest” means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

“Security Period” means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full
"Shares" means the Initial Shares, the Derivative Assets and any other shares issued by the Borrower owned by the Chargor or its nominee(s) from time to time and the Related Rights referred to in Clause 5 (The Charge).

"Subsidiary" has the meaning given in section 1159 of the Companies Act 2006.

1.2 Interpretation

1.2.1 Unless a contrary indication appears, any reference in this Deed to:

(a) "assets" includes present and future properties, revenues and rights of every description;

(b) the "Lender" shall be construed to include its successors in title, permitted assigns and permitted transferees;

(c) a "disposal" includes a lease, licence, transfer, sale or other disposal of any kind;

(d) "includes" or "including" shall be read and construed as including the phrase "without limitation";

(e) "this Deed" or any other agreement or instrument is a reference to this Deed, or other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the Chargor's obligations or provides for further advances);

(f) a provision of law is a reference to that provision as amended or re-enacted; and

(g) the singular includes the plural and vice versa.

1.2.2 When any provision of this Deed refers to an approval or consent by the Lender that provision shall be construed so as to require that consent or approval to be given in writing.

1.2.3 Where the Chargor includes two or more entities a reference to the Chargor shall mean to each of the entities severally as well as all of the entities jointly.

1.2.4 Where the Chargor is not a limited company, references to 'its' and 'it' shall be read and construed as references to 'his' and 'him' or 'her' as applicable.

1.2.5 References to clauses and paragraphs are to be construed, unless otherwise stated, as references to clauses and paragraphs of this Deed.

1.2.6 Clause headings are for ease of reference only and shall not affect the construction of this Deed.

1.2.7 If the Lender reasonably considers that an amount paid by the Chargor under this Deed or by the Borrower is capable of being avoided or otherwise set aside on the bankruptcy, liquidation or administration of the Chargor or the Borrower, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.3 Third party rights

Only a Receiver has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
1.4 Delivery

The parties intend this Deed to be delivered on the first date specified on page 1 of this Deed and that this document take effect as a deed notwithstanding the fact that the Lender may only execute this document under hand.

2. COVENANT TO PAY

2.1 Covenant to pay

The Chargor shall pay and discharge each of the Secured Liabilities when the same fall due for payment.

2.2 Further advances

This Deed is made to secure any further advances or other facilities but it does not create any obligation on the Lender to make any further advances or make other facilities available.

2.3 Default interest

2.3.1 Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate that is two per cent above the Interest Rate from time to time.

2.3.2 Default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Lender considers are appropriate.

3. LIMITED RECOUSE

Notwithstanding any other provision in this Deed or any other document, it is expressly agreed and understood that:

3.1 the sole recourse of the Lender to the Chargor under this Deed is to the Chargor's Interest in the Security Assets; and

3.2 the liability of the Chargor pursuant to this Deed or otherwise in connection with the Secured Liabilities shall be:

3.2.1 limited in aggregate to an amount equal to that recovered as a result of enforcement of this Deed with respect to the Security Assets; and

3.2.2 satisfied only from the proceeds of sale or other disposal or realisation of the Security Assets pursuant to this Deed.

4. NATURE OF SECURITY

4.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made in favour of the Lender with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the discharge of the Secured Liabilities.

4.2 Trust

If or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor shall:
4.2.1 hold it on trust for the Lender as security for the payment and discharge of the Secured Liabilities; and

4.2.2 take such steps as the Lender may require to remove the impediment to assignment or charging it.

5. THE CHARGE

The Chargor charges to the Lender by way of first fixed charge all of its rights in and to the Shares, together with all dividends, distributions and other income paid or payable and all rights, monies or property accruing or offered at any time in relation to such assets whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise (the "Related Rights").

6. REPRESENTATIONS

6.1 General

The Chargor makes the representations and warranties set out in this Clause 6 (Representations) to the Lender on the date of this Deed and on each day the Secured Liabilities are outstanding.

6.2 Status

6.2.1 If the Chargor is a company it is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

6.2.2 It and each of its subsidiaries have the power to own their assets and carry on their respective businesses as they are being conducted.

6.3 Binding obligations

6.3.1 Subject to the Legal Reservations the Chargor's obligations in this Deed are legal, valid, binding and enforceable obligations.

6.3.2 The Security Interests which this Deed purports to create are valid and effective and are not liable to be avoided or otherwise set aside on the Chargor's death, bankruptcy, liquidation or administration.

6.4 Non-conflict with other obligations

The entry into and performance by the Chargor of its obligations under this Deed and the granting of the Security do not and will not conflict with:

6.4.1 any law or regulation applicable to it;

6.4.2 (if the Chargor is not an individual) its constitutional documents; or

6.4.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

6.5 Power and authority

6.5.1 The Chargor has the power to enter into, perform and deliver, and have taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the grant of the Security.

6.5.2 No limit on the Chargor's powers will be exceeded as a result of the grant of the Security.
6.5.3 The Chargor has not received any warning notice or restriction notice from a company listed in Schedule 1 under Part 21A of the Companies Act 2006 in respect of the Shares.

6.6 Validity and admissibility in evidence

6.6.1 All Authorisations required or desirable to enable it lawfully to enter into, and comply with its obligations under this Deed and to grant the Security have been obtained or effected and are in full force and effect.

6.6.2 All Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect.

6.7 Solvency

As at the date of this Deed:

6.7.1 where the Chargor is a company or limited liability partnership, it is able to meet its debts as they fall due and is not deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any analogous provision in any relevant jurisdiction; or

6.7.2 where the Chargor is an individual, they are not deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or any analogous provision in any relevant jurisdiction; or

6.7.3 where the Chargor is a partnership, none of the foregoing (or any analogous provision in any relevant jurisdiction) applies to any of its partners.

6.8 Title and ranking

6.8.1 No Security Interest exists over the Security Assets other than:

(a) as permitted by this Deed; and

(b) any Floating Charges granted pursuant to a security document dated 30 October 2001, 8 July 2012 and 30 June 2013 respectively in favour of Lloyds Bank plc by the Chargor in respect of the Shares.

6.8.2 The Chargor has a good and marketable title to and is the sole legal and beneficial owner of the Shares, which are fully paid.

6.8.3 The Security has or will have first ranking priority and it is not subject to any prior ranking or pari passu ranking Security interest.

6.8.4 The Chargor has not entered into any agreement or option to dispose of the Shares nor has it granted any warrants, options or other analogous rights to any person relating to Shares other than as is contained in this Deed.

6.8.5 The Initial Shares constitute all of the issued shares in the Borrower.

6.8.6 The Shares are fully paid and non-assessable. There are no moneys or liabilities outstanding or payable in respect of the Shares nor will there be any and they have not been redeemed nor cancelled in any way nor will they be.

6.8.7 The Shares are freely transferable and no consents or approvals (including rights of pre-emption) are required in order to register a transfer of the Shares.
6.8.6  The directors of the Borrower are not entitled, pursuant to the Borrower's memorandum or articles of association or otherwise, to refuse to register any transfer of Shares into the name of the Lender or its nominee.

6.8.9  The Chargor has not received any notice of any adverse claim by any person in respect of the ownership of any Security Assets or any interest in it, nor has any acknowledgement been given to any person in respect of any Security Assets.

6.8.10 The Shares have not been issued with any preferred, deferred or other special rights or restrictions whether in regard to dividends, voting, return of any amount paid on account of shares or otherwise which are not expressly set out in the memorandum and articles of association of the Borrower.

6.8.11 There are no covenants, agreements, conditions, interest, rights or other matters whatsoever which adversely affect the Security Assets.

6.8.12 The Chargor has not taken any action whereby the rights attaching to the Security Assets are altered.

6.9  Centre of main interest and establishments

For the purposes of the Council of the Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the "Regulation"), its "centre of main interest" (as that term is used in article 3(1) of the Regulation) is situated in England and Wales or its jurisdiction of incorporation and it has no "establishment" (as that term is used in article 2(10) of the Regulation) in any other jurisdiction.

7.  GENERAL UNDERTAKINGS

7.1  Negative pledge

The Chargor shall not:

7.1.1 subject to any floating charge granted pursuant to a security document dated 30 October 2001, 6 July 2012 and 30 June 2013 respectively in favour of Lloyds Bank plc by the Chargor in respect of the Shares create or permit to subsist any Security Interest over the Security Assets without the consent of the Lender; or

7.1.2 make any disposal of the Shares unless the Lender consents.

7.2  Deliverables

7.2.1 The Chargor must ensure that the following documents are deposited with the Lender on the date of this Deed:

(a) all stock and share certificates and documents of title relating to the Initial Shares;

(b) a certified copy of the Register of Members showing the Chargor as the registered owner of the Initial Shares;

(c) executed but undated letters of resignation and release from each director of the Borrower in the form set out in Part I of Schedule 2;

(d) executed and dated letters of authority from each director of the Borrower in the form set out in Part II of Schedule 2;

(e) an executed but undated share transfer instrument in respect of the Initial Shares duly completed in favour of the Lender or otherwise as the Lender may direct in the form set out in Schedule 3;
(f) an executed and dated irrevocable appointment of proxy and power of attorney in respect of the Initial Shares in the form set out in Schedule 4;

(g) an executed and dated irrevocable deed of undertaking and confirmation from the Borrower to the Lender in the form set out in Schedule 6;

(h) letter of instructions from the Borrower to its registered agent in the British Virgin Islands in the form set out in Schedule 6 duly executed by the Borrower and the registered agent; and

(i) any other documents which the Lender may from time to time require for perfecting title to the Shares (duly executed by or signed on behalf of the registered holder) or for vesting or enabling the Lender to vest those Shares in itself, its nominees or in any purchaser.

7.2.2 The Chargor must execute such documents, pass such resolutions or take such other action as is necessary to protect the Lender’s title to the Shares.

7.2.3 The Chargor must ensure that all or any of the Shares are transferred into the name of the Lender, its nominee or agent on request.

7.2.4 The Chargor will deliver, or cause to be delivered, to the Lender immediately upon (without prejudice to Clause 7.3 (No share issues)) the issue of any further Shares, the items listed in Clauses 7.2.1(a), 7.2.1(b), 7.2.1(c), 7.2.1(f) and 7.2.1(g) and a certified true copy of the Register of Members of the Borrower annotated in accordance with Clause 6.6.1 in respect of all such further Shares.

7.2.5 The Chargor will deliver, or cause to be delivered, to the Lender immediately upon (without prejudice to Clause 7.3 (No share issues)):

(a) the appointment of any further director of the Borrower, the items listed in Clause 7.2.1(c) and 7.2.1(d) (with respect to each newly appointed director); and

(b) the appointment of any further registered agent of the Borrower, the item listed in Clause 7.2.1(h) (with respect to the new registered agent).

7.3 No share issues

The Chargor shall (to the extent within its power) ensure that without the Lender’s prior consent, no company whose share capital includes or comprises the Shares will:

7.3.1 issue or allot any shares or other securities or enter into or permit any agreement or other arrangement to make, or entitle any person to call for, an issue or allotment of that company’s shares or other securities;

7.3.2 in any way modify the rights attached to any of the shares in its issued share capital;

7.3.3 increase, consolidate, sub-divide or reduce its share capital;

7.3.4 alter its memorandum of association or articles of association;

7.3.5 purchase its own shares or reduce its share capital; or

7.3.6 take any step to place itself in liquidation or administration or pass any resolution to wind itself up; or

7.3.7 change its registered office, registered agent or Register of Members.
7.4 Calls

The Chargor shall ensure all calls, instalments or other payments which may be made or become due in respect of the Shares are punctually met as and when the same become due from time to time.

7.5 Persons with significant control

7.5.1 The Chargor shall respond promptly (and in any event within the time required by law) to any request for information or notice served on it by a company listed in Schedule 1 under or pursuant to Part 21A of the Companies Act 2006, in respect of the Shares.

7.5.2 The Chargor shall promptly upon receipt provide to the Lender a copy of any warning notice or restriction notice served on it in respect of the Shares under Part 21A of the Companies Act 2006.

7.6 Register of Members

7.6.1 The Chargor shall promptly after the date of this Deed procure that the Borrower shall make the following notation of this Security in the Register of Members in accordance with section 68(8) of the BVI Companies Act and procure that such notation remains in the Register of Member of the Borrower throughout the Security Period:

“All the ordinary shares issued as fully paid up and registered in the name of [•] are charged in favour of the Lender pursuant to a share charge dated [•], as amended from time to time.

Entered this [•] day of [•].”

7.6.2 The Chargor shall within five Business Days from the date of this Deed, provide the Lender with a certified true copy of the Register of Members of the Borrower with the annotation referred to Clause 6.6.1.

7.6.3 The Chargor shall procure that the Borrower shall not file a copy of its Register of Members with the Registrar during the Security Period.

7.6.4 The Chargor shall ensure that during the continuance of this Deed, the Borrower keeps the original of its Register of Members at the office of its registered agent in the British Virgin Islands.

7.7 Transfer

The Chargor will procure that the Borrower will promptly register any transfer of title to the Shares pursuant to any enforcement by the Lender of its rights under this Deed.

7.8 Filings and registrations

Without limiting the provisions of Clause 7 (Further assurances) or any other provisions of this Deed, the Chargor shall, immediately after execution of this Deed, make all filings and registrations necessary in its jurisdiction of incorporation to protect and perfect the Security Interests created pursuant to this Deed and immediately after such filings and registrations have been made, provide the Lender with a certified true copy of evidence of such filings and registrations.

8. FURTHER ASSURANCE

The Chargor shall at its own expense ensure any documents are executed and any acts and things are done which the Lender may reasonably require from time to time for:

8.1 giving effect to, perfecting or protecting the Security;
8.2 facilitating the realisation of the Shares;

8.3 facilitating the exercise of all powers, authorities and discretions vested by this Deed in the Lender or in any Receiver; or

8.4 perfecting any Security over any Shares acquired by it after the date of this Deed.

9. ENFORCEMENT

9.1 Remedying defaults

The Lender or a Receiver may (but is not obliged to) take any action to remedy a failure by the Chargor to observe and perform the provisions of this Deed at the Chargor's cost.

9.2 Timing of enforcement

9.2.1 The Secured Liabilities are deemed to have become due on the date of this Deed.

9.2.2 The Security shall become enforceable on the earlier of:

(a) the date the Lender demands repayment of any of the Secured Liabilities pursuant to the terms of any document evidencing the facilities or any other documentation to which the Secured Liabilities relate;

(b) the date the Chargor breaches a provision of this Deed or any document evidencing the facilities to which the Secured Liabilities relate;

(c) the date the Borrower breaches a provision of any document evidencing the facilities to which the Secured Liabilities relate; and

(d) the Chargor's request.

9.2.3 Neither section 93(1) nor section 103 of the Law of Property Act 1925 shall apply to this Deed.

9.3 Powers of the Lender

9.3.1 At any time after the Security becomes enforceable or if requested by the Chargor, the Lender may without further notice (unless required by law):-

(a) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or

(b) appoint or apply for the appointment of any person who is appropriately qualified as the Chargor's administrator; and/or

(c) exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or

(d) exercise (in the Chargor's name) any voting rights and any powers or rights which may be exercised by the Chargor in relation to the Shares.

9.3.2 The Lender is not entitled to appoint a Receiver in respect of any Security Assets which are subject to Security which (as created) was a floating charge solely by reason of a
9.4 No liability

Neither the Lender nor any Receiver shall be liable as a mortgagee in possession or otherwise to account in relation to the Shares for any loss or realisation or for any other default or omission. No exercise of the right in Clause 9.1 (Remedying defaults) shall render the Lender or a Receiver a mortgagee in possession. Neither the Lender nor the Receiver is under any obligation to exercise any power or discretion enjoyed by it in relation to the Shares.

10. RECEIVER

10.1 Removal and replacement

The Lender may from time to time remove any Receiver appointed by it and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

10.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Shares and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

10.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender) and section 109(6) of the Law of Property Act 1925 shall not apply.

10.4 Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Secured Liabilities shall be capable of being applied by the Lender in discharge of the Secured Liabilities.

10.5 Charger's agent

Any Receiver shall be the Charger's agent and the Charger shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall not incur any liability (either to the Charger or to any other person) by reason of the appointment of a Receiver or for any other reason.

11. POWERS OF RECEIVER

11.1 General powers

11.1.1 Any Receiver shall have:

(a) all the powers which are conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act but without the restrictions contained in sections 103 or 109(1) of that Act;

(b) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and

(c) all powers which are conferred by any other law conferring power on receivers.

11.1.2 To the extent that the Shares constitute "financial collateral" and this Deed and the Charger's obligations under this Deed constitute a "security financial collateral
arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

11.1.3 For the purpose of Clause 11.1.2 the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

11.2 Additional powers

In addition to the powers referred to in Clause 11.1 (General powers), a Receiver shall have the following powers:

11.2.1 to take possession of, collect and get in all or any part of the Shares and/or income in respect of which he was appointed;

11.2.2 to manage the Security Assets as he thinks fit;

11.2.3 to redeem any Security Interest and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

11.2.4 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Shares in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Law of Property Act 1925, and, without limitation:

(a) the consideration for any such transaction may consist of cash, deeds or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and

(b) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;

11.2.5 to carry out any sale, or other disposal of all or any part of the Shares by conveying, transferring or assigning the same in the Chargor's name and, for that purpose, to enter into covenants and other contractual obligations in its name and so as to bind it;

11.2.6 to take any such proceedings in the Chargor's name as he shall think fit in respect of the Shares and/or income in respect of which he was appointed (including proceedings for recovery of dividends or other monies in arrears at the date of his appointment);

11.2.7 to exercise any voting rights attached to any of the Shares;

11.2.8 to enter into or make any such agreement, arrangement or compromise as he shall think fit;

11.2.9 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm); and

11.2.10 to:

(a) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of the Shares;
(b) exercise in relation to the Shares all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Shares; and

(c) use the Chargor's name for any of the above purposes.

11.3 Limitation

11.3.1 The Lender may in the instrument by which a Receiver is appointed limit the powers of the Receiver.

11.3.2 The Receiver shall be under no duty to the Chargor to exercise any power he may have and shall not incur any liability to the Chargor either by virtue of the exercise of such powers or by virtue of a failure to exercise such powers.

12. APPROPRIATION OF RECEIPTS

12.1 Application

12.1.1 Subject to Clause 12.2 (Suspense account), any monies received by the Lender in respect of the Security (subject to the payment of any claims having priority to the Security, but in substitution for section 109(6) of the Law of Property Act 1925) shall be applied in the following order of priority:

(a) in discharging the remuneration of any Receiver and all costs, charges and expenses of and incidental to his or her appointment;

(b) in or towards payment or discharge of the Secured Liabilities; and

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

12.1.2 The Lender may apply sums received towards the payment or discharge of the Secured Liabilities in reduction of any part of the Secured Liabilities in any order or manner as it thinks fit. The Lender may override any appropriation made by the Chargor.

12.2 Suspense account

Any monies received by the Lender or any Receiver may be placed in an interest bearing suspense or securities realised account and kept there for so long as the Lender considers prudent.

13. SET-OFF

13.1 The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid or any contingent obligation from the Chargor against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, book branch or currency of either obligation.

13.2 If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

14. CURRENCY CONVERSION

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Lender's spot rate of exchange.
15. NEW ACCOUNT

If the Lender receives or is deemed to be affected by notice (whether actual or constructive) of any subsequent Security Interest affecting some or all of the Shares or their proceeds of sale, then the Lender may open a new account for the Chargor. If it does not do so, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, the notice. As from that time, any payment made to the Lender for the Chargor’s account shall be credited (or be treated as having been credited) to the new account and shall not operate to reduce the amount for which the Security applies.

16. CUSTODY

The Lender shall be entitled to provide for the safe custody by third parties of all documents deposited with it in connection with the Security Assets and shall not be responsible for any loss or damage to such documents unless such loss or damage occurs as a result of the wilful default or gross negligence of the Lender.

17. DELEGATION AND APPOINTMENT OF ATTORNEYS

17.1 Delegation

17.1.1 The Lender may delegate to any person or persons all or any of the powers, authorities and discretions which are exercisable under this Deed. A delegation may be made in any manner (including by power of attorney) in and on any terms (including power to sub-delegate) which the Lender thinks fit.

17.1.2 The Lender shall not be liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates.

17.2 Attorneys

17.2.1 By way of security, the Chargor irrevocably appoints the Lender, every Receiver and every delegate or sub-delegate appointed under Clause 17.1 (Delegation) separately to be its attorney on its behalf, in its name:

(a) to execute and do any documents, acts and things which it is required to execute and do under this Deed; and

(b) to execute and do any documents, acts and things which any attorney may deem proper or desirable in exercising any powers, authorities and discretions conferred by this Deed or by law on the Lender or any Receiver.

17.2.2 The Chargor ratifies and confirms anything which any of its attorneys does in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 17.2 (Attorneys).

18. REDEMPTION OF PRIOR SECURITY INTERESTS

18.1 Redemption

The Lender may at any time redeem, or procure the transfer to it of, any prior Security Interest over any Security Assets at the Chargor’s cost.

18.2 Costs of redemption

All principal monies, interest, costs, charges and expenses incurred in and incidental to any redemption or transfer under Clause 18.1 (Redemption) shall be paid by the Chargor on demand, in each case together with interest calculated and in the manner referred to in Clause 22 (Indemnities).
19. **RELEASES**

19.1 **Releases conditional**

19.1.1 **Any release, settlement, discharge, re-assignment or arrangement in respect of the Security (in this Clause 19 (Releases), a release) made by the Lender on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency.**

19.1.2 If any avoidance, reduction, or clawback occurs or any order is made as referred to in Clause 19.1 (Releases conditional), then the release shall have no effect and shall not prejudice the Lender’s right to enforce the Security in respect of the Secured Liabilities. As between the Chargor and the Lender, the Security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Lender as security for the Secured Liabilities.

19.2 **Retention**

19.2.1 If and for so long as any assurance, security or payment as is mentioned in Clause 19.1 (Releases conditional) remains in the reasonable opinion of the Lender susceptible of being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency, the Lender may in its absolute discretion retain all or part of the Security and other rights under this Deed as security for the Secured Liabilities after they have been paid and discharged in full.

19.2.2 If, at any time while all or part of the Lender’s rights under this Deed are so retained:

   (a) an application is made to a competent court for a winding-up order to be made in respect of the Chargor;

   (b) steps are taken to wind the Chargor up;

   (c) an application is made to a competent court for an administration order to be made in respect of the Chargor;

   (d) a notice of intention to appoint an administrator to the Chargor is filed at court; or

   (e) the appointment of an administrator to the Chargor takes effect,

then the Lender may continue to retain all or part of its rights under this Deed for any further period as the Lender may determine in its absolute discretion.

20. **CONTINUING SECURITY**

20.1 **Continuing security**

The Security is continuing security and shall secure the ultimate balance of the Secured Liabilities, notwithstanding:

20.1.1 intermediate payment or discharge of the whole or part of the Secured Liabilities;

20.1.2 the Chargor’s death, bankruptcy, liquidation or other incapacity or any change in its constitution, name or style;

20.1.3 any change in the Lender’s constitution, name or style, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person; or
20.1.4 any other event, matter or thing.

20.2 Additional to other rights

The Security is in addition to (and shall not merge with, otherwise prejudice or affect or be prejudiced or affected by) any other remedy, guarantee, indemnity, Security Interest or other right which may be or have been created (by the Chargor or otherwise) in favour of the Lender. Accordingly, the Chargor’s liability under this Deed shall not be prejudiced or affected by, and this Deed may be enforced notwithstanding:

20.2.1 the existence or invalidity of all or any of those rights; or

20.2.2 at any time, the Lender exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of those rights.

21. THIRD PARTY PROTECTION

No purchaser, mortgagee or other person dealing with the Lender or a Receiver shall be concerned:

21.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged;

21.2 whether the power which the Lender or Receiver is purporting to exercise has become exercisable; or

21.3 to see to the application of any money paid to the Lender or to a Receiver.

22. INDEMNITIES

The Chargor agrees to fully indemnify the Lender and any Receiver (and in the case of legal costs and expenses on a solicitor and own client basis) on demand against all liabilities, losses, claims, actions, damages, costs and expenses incurred by, made or brought against the Lender or Receiver (or any manager or agent appointed by the Lender or Receiver):

22.1 as a result of the Chargor’s failure to perform any of its obligations under this Deed;

22.2 arising with the vesting of the Shares in the Lender or the revealing of the Shares in the Chargor on redemption of the Security;

22.3 in the exercise (or purported exercise) of any of the powers or other rights conferred by this Deed;

22.4 in respect of any costs, charges or expenses incurred in connection with Clause 14 (Currency Conversion);

22.5 in respect of the redemption of any prior Security Interest over the Shares under Clause 18 (Redemption of Prior Security Interests);

22.6 in respect of any other matter or thing done or omitted relating to the Shares,

together in each case with interest at the Interest Rate calculated on a daily basis from the date it is incurred or becomes payable to the Lender or the Receiver until the date of payment, whether before or after any judgment.
23. **CALCULATIONS AND CERTIFICATES**

Any certificate of or determination by the Lender specifying the amount of the Secured Liabilities is, in the absence of manifest error, conclusive evidence against the Chargor of the matters to which it relates.

24. **PARTIAL INVALIDITY**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

25. **REMEDIES AND WAIVERS**

No failure to exercise nor any delay in exercising any right or remedy under this Deed against the Chargor shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

26. **AMENDMENTS AND WAIVERS**

Any provision of this Deed may be amended only if the Chargor and the Lender agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

27. **TRANSFER AND CONFIDENTIALITY**

27.1 **Transfer**

27.1.1 The Lender may assign and/or transfer its rights and obligations under this Deed. The Chargor shall, immediately, upon being requested to do so by the Lender, enter into such documents and take any action as may be necessary or desirable to effect such assignment or transfer.

27.1.2 The Chargor shall not assign any of its rights or transfer any of its obligations under this Deed.

27.2 **Confidentiality**

The Lender may disclose to:-

27.2.1 any transferee or potential transferee;
27.2.2 any assignee or potential assignee;
27.2.3 any person with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to or including the Liabilities;
27.2.4 any ratings agency;
27.2.5 any of the officers, directors, employees, professional advisers, auditors, partners and representatives of the persons referred to in Clauses 27.2.1 to 27.2.4;
27.2.6 any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and representatives;
27.2.7 any person to whom information is required or requested to be disclosed by any court of a competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

27.2.8 any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; and

27.2.9 any insurance company or underwriters in relation to the insurance of the Properties,

this Deed and any such confidential information in respect of the Chargor, the assets of the Chargor or this Deed as the Lender shall consider appropriate.

26. MANAGEMENT TIME

The Lender reserves the right to charge for its management time or other resources (which will be calculated on the basis of such reasonable daily or hourly rates as the Lender may notify to the Chargor from time to time).

29. COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any party may enter into this Deed by executing a counterpart.

30. NOTICES

30.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing in the English language and, unless otherwise stated, must be made by letter.

30.2 Addresses

The Lender may deliver any communication, document or notice to the Chargor relating to this Deed to its registered office, to any address to which a notice under any facility relating to the Secured Liabilities might be sent or any additional address the Chargor may notify to the Lender by not less than five business days' notice.

30.3 Delivery

30.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been left at the relevant address or five business days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address.

30.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

31. GOVERNING LAW

This Deed and any non contractual obligations arising out of or in connection with it shall be governed by English law.
32. ENFORCEMENT

32.1 Jurisdiction

32.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including disputes regarding the existence, validity or termination of this Deed, the Security Interests intended to be created by it or any non-contractual obligations arising out of or in connection with it) (a "Dispute").

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

32.1.3 This Clause 32.1 is for the benefit of the Lender only. The Lender may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof the Chargor has executed this Deed as a deed the year and date appearing on the first page of it.
**SCHEDULE 1**

**THE INITIAL SHARES**

<table>
<thead>
<tr>
<th>Number of Shares</th>
<th>Class of Shares</th>
<th>Company Name and Registered Number</th>
<th>Company Jurisdiction of Incorporation</th>
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<tr>
<td>25,925</td>
<td>£1,000</td>
<td>FARNBOROUGH HOTEL LIMITED (646553)</td>
<td>British Virgin Islands</td>
</tr>
</tbody>
</table>
SCHEDULE 2
Part I - Form of Directors' Letter of Resignation

Date: [•]

[•]

[•]

For the attention of: [•]

Dear Sirs

Resignation as a director of [•] (the Company)

I hereby resign with immediate effect as a director of the Company.

I confirm that I have no claims against the Company for compensation in relation to my loss of office or otherwise, but to the extent that I may have any such claim, I hereby irrevocably waive the same.

This resignation is to be effective as at the date hereof.

Yours faithfully

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

{name of director}
Part II - Form of Directors' Letter of Authority

Date: [•]

[•] (the Lender)

[•]

For the attention of: [•]

Dear Sir

Resignation letter - directorship of [•] (the Company)

Please find enclosed a signed but undated letter from me resigning my position as a director of the Company.

I hereby irrevocably authorise you, in the event that the Security under the share charge dated [•] made between [•] and the Lender (the Charge) shall become enforceable, to date the letter and send it to the Company's registered office thereby terminating my directorship of the Company without compensation for loss of office. I acknowledge and agree that your discretion to act in this regard is to be exercised solely in your interests as Lender and chargee under the Charge.

I confirm that you may delegate the authority conferred by this letter to any of your successors and assigns as Lender and chargee in relation to the Charge.

Terms defined in the Charge have the same meaning when used in this letter.

Yours faithfully

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

(name of director)
SCHEDULE 3

Form of Share Transfer

[Name of Borrower]
(the Company)

SHARE TRANSFER

We, [ ] (the Transferor), for good and valuable consideration received by us from ____________________________
_________________________ of __________________________________________________________
(the Transferee), do hereby:

(1) transfer to the Transferee all of the shares of [*] par value standing in our name in the Register of
Members of the Company, free of any liens, encumbrances or other restrictions thereon (the Shares); and

(2) consent that our name remains on the Register of Members of the Company until such time as the
Company enters the Transferee's name in the Register of Members of the Company.

This Share Transfer may be executed in counterparts each of which when executed and delivered shall
constitute an original but all such counterparts together shall constitute one and the same instrument.

This Share Transfer is governed by British Virgin Islands law.

Dated this _____________ day of ___________________, ____________

SIGNED for and on behalf of the Transferor [Insert Name of Transferor]:

} Duly Authorised Signatory

} Name: __________________________

} Title: __________________________

23
SCHEDULE 4

Form of Irrevocable Appointment of Proxy and Power of Attorney

[Name of Borrower]

(the Company)

We, [Name of Charger], irrevocably appoint [Lender] as our:

(1) proxy to vote at meetings of the members of the Company in respect of the [number] [ordinary] shares in the Company which are represented by share certificate number [certificate number] (the Shares) which are issued and/or registered in our name; and

(2) duly authorised representative and duly appointed attorney-in-fact to sign resolutions in writing of the Company in respect of the Shares.

This proxy and power of attorney shall only be exercisable after the Security under the share charge dated on or about the date of this deed between us and [Lender] has become enforceable.

This proxy and this power of attorney are irrevocable by reason of being coupled with the interests of [Lender] as chargee of the Shares.

This Deed is governed by the laws of the British Virgin Islands.

This Deed has been executed on [date].

Executed and delivered as a deed by

[Name of Charger]

acting by its director / authorised signatory

Director / Authorised signatory
SCHEDULE 5
Form of Deed of Undertaking and Confirmation from the Company to the Lender

[Name of Borrower]

[Date]

[Name and address of Lender] (the Lender)

Dear Sirs

[Name of Borrower] (the Company)

We refer to the share charge in respect of shares of the Company dated [Date] between [Chargor] as chargor (the Chargor) and the Lender whereby, inter alia, the Chargor granted a first fixed charge over the Security Assets in favour of the Lender (the Charge).

Capitalised words and expressions used in this deed which are not expressly defined herein have the meanings ascribed to them in the Charge.

This deed of undertaking and confirmation is given pursuant to the Charge.

1. The Company hereby undertakes to the Lender that it will:

(a) within five Business Days of the date of the Charge, make a notation in its register of members that the Lender has a charge over the Shares;

(b) within two Business Days of any transfer of the Shares by the Lender or any receiver appointed under the provisions of the Charge, the Company shall update its register of members to record that the transferee is the registered holder of the Shares;

(c) ensure that during the Security Period, it keeps the original of its Register of Members at the office of its registered agent in the British Virgin Islands; and

(d) it promptly registers any transfer of title to the Shares pursuant to any enforcement by the Lender of its rights under the Charge.

2. The Company hereby undertakes to the Lender that it will not:

(a) create or permit to subsist any Security Interest upon the whole or any part of its assets, except as permitted by the Finance Documents;

(b) amend its memorandum or articles of association;

(c) register any transfer of any of the Shares to any person (except to the Lender or its nominee pursuant to the provisions of the Charge);

(d) issue any replacement share certificates in respect of any of the Shares;

(e) continue its existence under the laws of any jurisdiction other than the British Virgin Islands;

(f) do anything which might prejudice its status as an exempted company incorporated under the laws of the British Virgin Islands;

(g) issue, allot or grant warrants or options with respect to any additional Shares;
(h) exercise any rights of forfeiture over any of the Shares;

(i) file a copy of its register of members with the Registrar during the Security Period;

(j) purchase, redeem, otherwise acquire, cancel, sub-divide, amalgamate, reclassify or otherwise restructure any of the Shares or any Related Rights; or

(k) not file a copy of its Register of Members with the Registrar,
during the Security Period without the prior written consent of the Lender.

3. The Company irrevocably consents to any transfer of the Shares by the Lender or its nominee or any receiver appointed by them to any other person pursuant to the exercise of the Lender’s rights under the Charge.

4. The Company irrevocably waives in favour of the Lender:

(a) any first and paramount lien; and

(b) any rights of forfeiture,

which it may have over any Shares.

5. The Company represents to the Lender that:

(a) the Chargor is the sole legal and beneficial owner of the Shares and all Related Rights, or, subsequent to their transfer to the Lender under the provisions of the Charge, their equity of redemption;

(b) the Initial Shares represent 100% of the shares issued in the Company;

(c) the Company has not granted any warrants, options or other analogous rights to any person relating to shares in the capital of the Company;

(d) the Shares and, to the extent applicable, all Related Rights, are fully paid and non-assessable and were not issued in part or in whole in consideration for a promissory note or other written obligation for payment of a debt and are not otherwise subject to forfeiture or compulsory redemption;

(e) there are no covenants, agreements, conditions, Interest, rights or other matters whatsoever which adversely affect the Shares and all Related Rights;

(f) the Shares were not issued with any preferred, deferred or other special rights or restrictions whether in regard to dividends, voting, return of capital or otherwise which are not expressly set out in the memorandum and articles of association of the Company;

(g) the Shares are freely transferable on the books of the Company and no consents or approvals are required in order to register a transfer of the Shares;

(h) the Shares and all Related Rights are free from any Security Interest, except those created by the Charge; and

(i) the Company has received no notice of any adverse claims by any person in respect of the ownership of the Shares or any Related Rights or any interest in the Shares or any Related Rights.

The representations made by the Company in this Deed are made on the date of this Deed and are deemed to be repeated by the Company on each date during the Security Period with reference to the facts and circumstances then existing.
The Company acknowledges and agrees that, the representations and warranties set out in this Deed are made by it by way of deed, and that it shall be estopped from denying the truth of the representations made by it.

6. The Company irrevocably agrees to act as the Chargor’s agent for service of any proceedings relating to the Charge in the British Virgin Islands for the duration of the Security Period.

7. The Company irrevocably agrees that the Lender (or any successor-in-title) is hereby appointed as agent to the Company for the purpose of giving instructions to the Company’s registered agent and, on and from the date on which the Charge shall become enforceable, only the Lender (or any successor-in-title) may provide any instructions whatsoever to the Company’s registered agent.

8. The Lender may assign the benefit of this Deed to any of its successors and assigns under the Charge.

This Deed is governed by British Virgin Islands law, and the Company hereby irrevocably submits to the jurisdiction of the British Virgin Islands courts in relation to any dispute arising in connection with this Deed.

THIS DEED has been executed and delivered as a Deed Poll on the day and year first above written.

Executed and delivered as a deed by

[Company]

acting by its duly authorised director

{Director}

(Witness’s Signature)

(Name of Witness) ........................................

(Address of Witness) .................................

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SCHEDULE 6

Form of Letter of Instructions from the Borrower to its Registered Agent

[Date]

[registered agent]
[address]

cc: [Lender]
[Address]

Dear Sirs

[Name of Borrower] (the Company): Instructions to registered agent

We hereby notify you that pursuant to share charge (the Charge) dated [date] between [Chargor] as chargor (the Chargor) and [Lender] (the Lender), the Chargor has granted a security interest in favour of the Lender over all the shares standing in its name on the register of members of the Company (the Register) and all other shares in the Company from time to time legally or beneficially owned by the Chargor in the Company (the Shares).

1. We irrevocably instruct that as from the date hereof, [Lender] shall be an agent for the Company entitled to give instructions to you (the New Instructing Party) until such time as you are informed otherwise by the New Instructing Party. As from the period starting from the date on which the New Instructing Party (or any successor-in-title) informs you that the Security under the Charge has become enforceable and ending on the date on which the New Instructing Party (or its successor-in-title) informs you that the Security under the Charge is no longer enforceable, you will be irrevocably instructed to regard the New Instructing Party (or its successor-in-title), acting in its capacity as agent of the Company, as the sole instructing party for the Company and, without limiting the foregoing, if at any time the New Instructing Party instructs you to register the New Instructing Party or its nominee (or any successor-in-title) as the registered holder of any of the shares the subject of the Charge you are hereby authorised and instructed to do so and update the original Register of Members of the Company (if you retain the original or update your copy if you retain a copy) accordingly without notice to us or consent from us.

2. We irrevocably instruct you to make an annotation of the existence of the Charge and the security interests created thereby in the Company’s original Register of Members pursuant to the Charge.

Nothing in this instruction letter shall be construed as making the New Instructing Party your client of record. The New Instructing Party shall have no obligations whatsoever to the registered agent including, without limitation, in relation to the payment of fees or the provisions of any information in relation to the Company.

We confirm that you may accept payment in respect of your fees, expenses or any other amounts owing to you from the Lender or any other person nominated by the Lender in accordance with the terms of the Charge.

Please confirm by countersigning below and returning a copy of such countersigned letter to us with a copy to the New Instructing Party at the address stated above that you have received this correspondence and that you have actioned the above and updated your records accordingly.

Yours faithfully

Authorised signatory for and on behalf of [Company]
Acknowledged and agreed.
Authorised signatory for and on behalf of [Registered Agent]
EXECUTION PAGE

CHARGOR

Executed as a deed by TAG
FARNBOROUGH HOLDINGS
LIMITED acting by a director in the
presence of:

signature of witness

name

address

Communications to the Chargor are to be delivered to:

Address: Business Aviation Centre, Farnborough Airport, Farnborough, Hampshire, GU14 6XA

For the attention of: The Directors

THE LENDER

SIGNED for and on behalf of

HSBC BANK PLC

Communications to the Lender are to be delivered to:

Address: HSBC Bank plc, Level 6, 71 Queen Victoria Street, London EC4V 4AY

For the attention of: Rosa Delchini
EXECUTION PAGE

CHARGOR

Executed as a deed by TAG
FARNBOROUGH HOLDINGS
LIMITED acting by a director in the
presence of:

signature
of witness __________________________

name __________________________

address

Communications to the Chargor are to be delivered to:

Address: Business Aviation Centre, Farnborough Airport, Farnborough, Hampshire, GU14 6XA

For the attention of: The Directors

THE LENDER

SIGNED for and on behalf of )

HSBC BANK PLC ) Signature redacted

Communications to the Lender are to be delivered to:

Address: HSBC Bank plc, Level 6, 71 Queen Victoria Street, London EC4V 4AY

For the attention of: Rosa Dalchini