



**Registration of a Charge**

Company name: **Jurys Hotel Management (UK) Limited**

Company number: **03447849**



X54OD45N

Received for Electronic Filing: **11/04/2016**

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**Details of Charge**

Date of creation: **31/03/2016**

Charge code: **0344 7849 0038**

Persons entitled: **U.S. BANK TRUSTEES LIMITED, OF 125 OLD BROAD STREET, LONDON, EC2N 1AR, AS SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES (THE "COMMON SECURITY AGENT")**

Brief description: **THE MORTGAGED PROPERTY BEING JURYS INN CROYDON, 26 WELLESLEY ROAD, CROYDON, SOUTH LONDON CR0 9XY (TITLE NUMBER: SY46347) AND JURYS HOTEL, 9 BREWERY PLACE, LEEDS LS10 1NE (TITLE NUMBER: WYK718776) AND OTHER MORTGAGED PROPERTY SPECIFIED IN THE INSTRUMENT. PLEASE REFER TO THE INSTRUMENT FOR FURTHER DETAILS.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**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: **CLIFFORD CHANCE LLP**



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

Company number: 3447849

Charge code: 0344 7849 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2016 and created by Jurys Hotel Management (UK) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2016 .

Given at Companies House, Cardiff on 12th April 2016

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**EXECUTION VERSION**

DATED 31 March 2016

THE PERSONS LISTED IN SCHEDULE 1  
AS CHARGORS

IN FAVOUR OF

U.S. BANK TRUSTEES LIMITED  
AS COMMON SECURITY AGENT

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SUPPLEMENTAL SECURITY AGREEMENT

EXECUTED IN CONNECTION WITH THE  
AMENDMENT AND RESTATEMENT OF A SENIOR  
FACILITY AGREEMENT AND A MEZZANINE  
FACILITY AGREEMENT EACH ORIGINALLY  
DATED 28 FEBRUARY 2015

SUPPLEMENTAL TO A SECURITY AGREEMENT  
DATED 14 MARCH 2015

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**THIS SUPPLEMENTAL SECURITY AGREEMENT** is made by way of deed on  
31 March 2016

**BY:**

- (1) **THE PERSONS** listed in Schedule 1 (*Chargors*) (each a "**Chargor**") in favour of:
- (2) **U.S. BANK TRUSTEES LIMITED** as security trustee for each of the Secured Parties (the "**Common Security Agent**").

**RECITALS:**

- (A) The Senior Lenders made a senior facility available to LSREF III Malin Investments Limited (formerly LSF Irish Holdings XLIV Limited) as borrower pursuant to the Original Senior Facility Agreement, and the Mezzanine Lenders made available a mezzanine facility available to LSREF III Malin MezzCo Limited (formerly known as LSF Irish Holdings 58 Limited) as mezzanine borrower pursuant to the Original Mezzanine Facility Agreement (each term as defined below).
- (B) Pursuant to the Original Security Agreement (as defined below) each Chargor created security over certain of its assets in favour of the Common Security Agent as continuing security for the payment and discharge of all the Secured Liabilities (as defined in the Original Security Agreement).
- (C) The Senior Lenders have agreed to amend the Original Senior Facility Agreement as set out in the Senior Amendment Agreement and the Mezzanine Lenders have agreed to amend the Original Mezzanine Facility Agreement as set out in the Mezzanine Amendment Agreement (each term as defined below).
- (D) Each Chargor wishes to confirm the existing security created pursuant to the Original Security Agreement and grant security over the Security Assets in respect of its obligations to the Senior Lenders as amended by the Senior Amendment Agreement, and the Mezzanine Lenders as amended by the Mezzanine Amendment Agreement.
- (E) This Supplemental Security Agreement is supplemental to the Original Security Agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Supplemental Security Agreement:

**"Amended Facility Agreement"** means each of the Amended Senior Facility Agreement and the Amended Mezzanine Facility Agreement.

**"Amendment Agreement"** means each of the Senior Amendment Agreement and the Mezzanine Amendment Agreement.

**"Amended Mezzanine Facility Agreement"** means the Original Mezzanine Facility Agreement as amended and restated by the Mezzanine Amendment Agreement.

**"Amended Secured Liabilities"** means the Secured Liabilities as defined in the Original Security Agreement and including, for the avoidance of doubt, such liabilities arising under the Finance Documents on and after the Effective Date of each Amendment Agreement.

**"Amended Senior Facility Agreement"** means the Original Senior Facility Agreement as amended and restated by the Senior Amendment Agreement.

**"Effective Date"** has the meaning given to it in each Amendment Agreement.

**"Finance Document"** means each Senior Finance Document and each Mezzanine Finance Document.

**"Finance Party"** means a Senior Finance Party or a Mezzanine Finance Party.

**"Intercreditor Agreement"** means the intercreditor agreement dated 28 February 2015 between, amongst others, the Senior Finance Parties and the Mezzanine Finance Parties as amended or restated on 4 March 2016 (and as further amended, restated or novated from time to time).

**"Lender"** means a Senior Lender or a Mezzanine Lender.

**"Mezzanine Amendment Agreement"** means the amendment and restatement agreement dated 4 March 2016 between, amongst others, LSREF III Malin MezzCo Limited (formerly known as LSF Irish Holdings 58 Limited) as Mezzanine Borrower, Bank of America Merrill Lynch International Limited as Mezzanine Arranger, Elavon Financial Services Limited as Mezzanine Agent, U.S. Bank Trustees Limited as Mezzanine Security Agent and the financial institutions named therein as Lenders (each term as defined therein).

**"Mezzanine Finance Document"** has the meaning given to it in the Intercreditor Agreement.

**"Mezzanine Finance Parties"** has the meaning given to the term "Finance Parties" in the Amended Mezzanine Facility Agreement.

**"Mezzanine Lender"** has the meaning given to it in the Intercreditor Agreement.

**"Mortgaged Property"** means the freehold and leasehold property specified in Schedule 2 (*Mortgaged Property*).

**"Original Mezzanine Facility Agreement"** means the facility agreement dated 28 February 2015 between, amongst others LSREF III Malin MezzCo Limited (formerly known as LSF Irish Holdings 58 Limited) as Mezzanine Borrower, Bank of America Merrill Lynch International Limited as Mezzanine Arranger, the entities named therein as original lenders, Elavon Financial Services Limited as Mezzanine Agent and U.S. Bank Trustees Limited as Mezzanine Security Agent (each as defined therein) as amended, varied, novated or supplemented from time to time prior to the Effective Date of the Mezzanine Amendment Agreement.



**"Original Security"** means the Security created by or pursuant to the Original Security Agreement.

**"Original Security Agreement"** means the security agreement dated 14 March 2015 between the Chargors and the Common Security Agent.

**"Original Senior Facility Agreement"** means the facility agreement dated 28 February 2015 between, amongst others, LSREF III Malin Investments Limited (formerly known as LSF Irish Holdings XLIV Limited) as borrower, the Guarantors (as defined therein), Bank of America Merrill Lynch International Limited as Arranger, Elavon Financial Services Limited as Agent, the Common Security Agent and the Lenders (each as defined therein) as amended, varied, novated or supplemented from time to time prior to the Effective Date of the Senior Amendment Agreement.

**"Relevant Share"** means any Share listed in Schedule 3 (*Relevant Shares*) and all Shares held by any Chargor from time to time in any Chargor incorporated in England and Wales and all of any Chargor's other present and future Shares in any member of the Group (under and as defined in the Amended Senior Facility Agreement) incorporated in England and Wales for the time being.

**"Senior Amendment Agreement"** means the amendment and restatement agreement dated 4 March 2016 between, amongst others, LSREF III Malin Investments Limited (formerly known as LSF Irish Holdings XLIV Limited) as Borrower, Bank of America Merrill Lynch International Limited as Arranger, Elavon Financial Services Limited as Agent, U.S. Bank Trustees Limited as Common Security Agent and the financial institutions named therein as Lenders (each term as defined therein).

**"Senior Finance Documents"** has the meaning given to it in the Intercreditor Agreement.

**"Senior Finance Parties"** has the meaning given to the term "Finance Parties" in the Amended Senior Facility Agreement.

**"Senior Lender"** has the meaning given to it in the Intercreditor Agreement.

## **1.2 Terms defined in other Finance Documents**

Unless defined in this Supplemental Security Agreement, or the context otherwise requires, a term defined in the Original Security Agreement, the Intercreditor Agreement or the Amended Senior Facility Agreement has the same meaning in this Supplemental Security Agreement, or any notice given under or in connection with this Supplemental Security Agreement, as if all references in those defined terms to the Original Security Agreement, the Intercreditor Agreement, the Amended Senior Facility Agreement or the Finance Documents were a reference to this Supplemental Security Agreement or that notice.

## **1.3 Effect as a Deed**

It is intended by the parties to this Supplemental Security Agreement that this Supplemental Security Agreement will take effect as a deed notwithstanding the fact

that the Common Security Agent may only execute this Supplemental Security Agreement under hand.

#### **1.4 Construction**

Clauses 1.2 (*Construction*) of the Intercreditor Agreement and 1.3 (*Currency symbols and definitions*) of the Amended Senior Facility Agreement will apply as if incorporated in this Supplemental Security Agreement or in any notice given under or in connection with this Supplemental Security Agreement, as if all references in that Clause to the Intercreditor Agreement or the Senior Facility Agreement (as applicable) were a reference to this Supplemental Security Agreement or that notice.

#### **1.5 Application of provisions in Intercreditor Agreement and Amended Senior Facility Agreement**

1.5.1 Each of the parties to this Supplemental Security Agreement hereby acknowledges that in acting under this Supplemental Security Agreement the Common Security Agent is entitled to the benefit of all protections and other provisions expressed to be in its favour as Common Security Agent as set out in the Intercreditor Agreement and that:

- (a) Clauses 1.4 (*Third party rights*), 10.3 (*Default interest*), 12.4 (*Break costs*), 14 (*Tax gross up and indemnities*), 15 (*Increased Costs*), 16 (*Other indemnities*), 18 (*Costs and expenses*), 28.1 (*Assignments and transfers by Lenders*), 30.1 (*Assignment and transfers by Obligors*), 34 (*Payment mechanics*), 35 (*Set-Off*), 37.1 (*Accounts*), 37.2 (*Certificates and determinations*), 40 (*Amendments and waivers*) of the Amended Senior Facility Agreement are deemed to form part of this Supplemental Security Agreement as if expressly incorporated into it and as if all references in those clauses to the Amended Senior Facility Agreement were references to this Supplemental Security Agreement; and
- (b) Clauses 23.1 (*Trust*), 23.23 (*Power supplemental*) and 30 (*Notices*) of the Intercreditor Agreement are deemed to form part of this Supplemental Security Agreement as if expressly incorporated into it and as if all references in those clauses to the Intercreditor Agreement were references to this Supplemental Security Agreement.

#### **1.6 Present and future assets**

- (a) A reference in this Supplemental Security Agreement to any Mortgaged Property, Security Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Security Assets and other assets.
- (b) The absence of or incomplete details of any Security Assets in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Security Agreement.

## 1.7 **Real Property**

A reference in this Supplemental Security Agreement to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.

## 1.8 **Disposition of Property**

The terms of each Amended Facility Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Supplemental Security Agreement and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## 1.9 **Fixed Security**

1.9.1 Clauses 4.1 (*Mortgage*) to Clause 4.3 (*Fixed charges*) (inclusive) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Security Agreement and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Security Agreement or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.9.2 Clauses 4.1 (*Mortgage*) to Clause 4.3 (*Fixed charges*) (inclusive) do not extend to assets which are validly secured in terms of a Fixed Scottish Security and shall not create mortgages, fixed charges or assignments by way of security over any asset validly secured pursuant to such Fixed Scottish Security.

## 1.10 **No obligation**

The Common Security Agent shall not be under any obligation in relation to the Security Assets as a consequence of this Supplemental Security Agreement and each Chargor shall at all times remain liable to perform all obligations in respect of the Security Assets.

## 2. **CONFIRMATION OF EXISTING SECURITY**

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date of each Amendment Agreement, the Original Security shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 3 (*Restatement of the Original Facility Agreement*) of the Senior Amendment Agreement or clause 3 (*Restatement of the Original Mezzanine Facility Agreement*) of the Mezzanine Amendment Agreement and (b) continue to secure its Amended Secured Liabilities under the Finance Documents (including, but not limited to, under the Amended Senior Facility Agreement and the Amended Mezzanine Facility Agreement).

### **3. COMMON PROVISIONS**

#### **3.1 Common provisions as to all Security**

All the Security created by or pursuant to this Supplemental Security Agreement is:

- 3.1.1 created with full title guarantee and, in relation to Scottish Assets, absolute warrandice;
- 3.1.2 created in favour of the Common Security Agent as trustee for the Secured Parties and the Common Security Agent shall hold the benefit of this Supplemental Security Agreement and the Security created by or pursuant to it on trust for the Secured Parties; and
- 3.1.3 continuing security for the payment and discharge of all the Amended Secured Liabilities.

#### **3.2 Supplemental Security**

- 3.2.1 All the Security created by or pursuant to Clauses 4 (*Supplemental Fixed Security*) and 5 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.
- 3.2.2 Where this Supplemental Security Agreement purports to create a first fixed security interest that security interest will be subject to any equivalent security interest ranking in priority and created by the Original Security Agreement, until such time as the relevant security interest ranking in priority and created by the Original Security Agreement ceases to have effect.
- 3.2.3 Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Supplemental Security Agreement, that second assignment will, to the extent that the first assignment under the Original Security Agreement remains valid, enforceable and in full force and effect, take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement ceases to have effect at a time when this Supplemental Security Agreement still has effect.

### **4. SUPPLEMENTAL FIXED SECURITY**

#### **4.1 Mortgage**

Each Chargor that is listed as the registered proprietor of freehold and/or leasehold property (as the case may be) in Schedule 2 (*Mortgaged Property*) charges, by way of first legal mortgage, its Mortgaged Property.

## 4.2 Assignment by way of Security

Each Chargor assigns and agrees to assign absolutely (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage*) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same) all of its right, title and interest from time to time in and to each of the following assets:

- 4.2.1 each of the Contracts to which it is a party (or otherwise benefitting that Chargor) and all notices and other documents given under or in connection with the Contracts and all Related Rights;
- 4.2.2 any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefitting that Chargor in respect of the Real Property and all other Related Rights;
- 4.2.3 any sums paid or payable to or for the benefit of that Chargor arising from the letting, use or occupation of all or any part of any Real Property and all sums paid or payable and any other consideration given or to be given for the disposal of an interest in all or part of any Real Property or of any shares in any person which owns or whose subsidiary owns all or any part of any Real Property and the right to make demand for and receive the same;
- 4.2.4 any policy of insurance in which that Chargor may at any time have an interest and all proceeds paid or payable thereunder and all other Related Rights; and
- 4.2.5 any Hedging Agreement and all other Related Rights.

## 4.3 Fixed charges

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage*) or assigned pursuant to Clause 4.2 (*Assignment by way of Security*)) by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets:

- 4.3.1 the Real Property and all Related Rights;
- 4.3.2 each of the Collateral Warranties to which it is a party (or otherwise benefitting that Chargor) and all notices and other documents given under or in connection with the Collateral Warranties and all Related Rights;
- 4.3.3 any account maintained by that Chargor and designated as a capex reserve account, ff&e reserve account, debt service account, general account, holding account, mandatory prepayment account, cash trap account or operating account (and in each case, its interest in any replacement account or sub-account or sub-division of that account) and the debt or debts represented thereby and all other Related Rights;
- 4.3.4 each of its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-

account of that account) and the debt or debts represented thereby and all other Related Rights;

- 4.3.5 book and other debts and monetary claims owing to it and any proceeds of those debts and claims (including any claims or sums of money deriving from or in relation to any court order or judgment, the proceeds of any insurance policy, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of that Chargor and all Related Rights;
- 4.3.6 patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights;
- 4.3.7 plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress) and all Related Rights;
- 4.3.8 goodwill and rights and claims in relation to its uncalled share capital;
- 4.3.9 rights to recover any VAT on any supplies made to it relating to the Security Assets and any sums so recovered;
- 4.3.10 the Relevant Shares and all dividends, interest and other moneys payable in respect of the Relevant Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise);
- 4.3.11 Investments and all Related Rights (including all rights against any trustee, nominee, fiduciary or clearance system in respect of those Investments but excluding all Shares issued by any member of the Group that is not incorporated in England and Wales) to the extent not charged pursuant to sub-clause 4.3.10 above;
- 4.3.12 the Inter-Company Loans, together with all Related Rights; and
- 4.3.13 each of the assets which are specified in Clause 4.2 (*Assignment by way of Security*).

## **5. SUPPLEMENTAL FLOATING CHARGE**

### **5.1 Floating charge**

- (a) In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges by way of first floating charge in favour of the Common Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Liabilities, all present and future assets and undertaking of that Chargor.

- (b) The floating charge created pursuant to paragraph (a) of this Clause 5.1 above shall be deferred in point of priority to (i) all fixed Security validly and effectively created by each Chargor under the Finance Documents in favour of the Common Security Agent as security for the Amended Secured Liabilities; and (ii) any Scottish Floating Charge.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of this Clause 5.1 above.

## 6. NEW SECURITY ASSETS

### 6.1 Assignment by way of Security

Each Chargor assigns and agrees to assign absolutely (and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), all of its rights, title and interest from time to time in and to:

- (a) each Manor Acquisition Document (as defined in the Amended Senior Facility Agreement); and
- (b) each management agreement, franchise agreement, portfolio agreement or services agreement in respect of a Hotel to which it is a party (or otherwise benefitting that Chargor),

and, in each case, all notices and other documents given under or in connection with such agreements and all Related Rights.

### 6.2 Fixed charges

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage*) or assigned pursuant to Clause 4.2 (*Assignment by way of Security*) or charged pursuant to Clause 4.3 (*Fixed charges*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to:

- (a) any account maintained by that Chargor and designated as a capex reserve account (GBP) UK, an FF&E reserve account (GBP) UK, a PIP holding account or a PIP service account (and in each case, its interest in any replacement account or sub account or sub division of that account) and the debt or debts represented thereby and all Related Rights; and
- (b) each Development Document to which it is a party (or otherwise benefitting that Chargor) and all notices and other documents given under or in connection with each such Development Document and all Related Rights.

### 6.3 Notices of Security: Manor Acquisition Documents

- (a) Each Chargor acknowledges the Security constituted under this Supplemental Security Agreement in respect of each Manor Acquisition Document to which it is a party.
- (b) Immediately:

- (i) upon the date of this Supplemental Security Agreement, in relation to each Manor Acquisition Document in existence on the date of this Supplemental Security Agreement (other than any Manor Acquisition Document in respect of which another Chargor is a party); or
- (ii) if later, upon any Chargor entering into or otherwise benefitting from a Manor Acquisition Document (other than any Manor Acquisition Document in respect of which another Chargor is a party),

each Chargor that is a party to, or otherwise benefits from the relevant Manor Acquisition Document, will give notice to all persons which are parties to such Manor Acquisition Documents, of the Security constituted under this Supplemental Security Agreement in respect of such Manor Acquisition Documents, such notices being in the form set out in Part A of Schedule 5 (*Acquisition Documents, Inter-Company Loans and Collateral Warranties*) of the Original Security Agreement.

- (c) Each Chargor will use reasonable endeavours to procure from each of the persons referred to in paragraph (b) above an acknowledgement in the form set out in Part B of Schedule 5 (*Acquisition Documents, Inter-Company Loans and Collateral Warranties*) of the Original Security Agreement.

#### **6.4 Notices of Security: other assets**

In respect of each:

- (a) Hotel Operating Document; and/or
- (b) management agreement, franchise agreement, portfolio agreement or services agreement in respect of a Hotel,

in each case, entered into between members of the Group, each Chargor that is a party to such Hotel Operating Document, management agreement, franchise agreement, portfolio agreement or services agreement acknowledges the Security granted in respect of such Hotel Operating Document, management agreement, franchise agreement, portfolio agreement or services agreement pursuant to this Supplemental Security Agreement or any other Security Document.

#### **6.5 Notices of Security: Development Documents**

- (a) Immediately:
  - (i) upon the date of this Supplemental Security Agreement, in relation to all Development Documents to which a Chargor is a party or otherwise benefitting a Chargor as at the date of this Supplemental Security Agreement; or
  - (ii) if later, upon any Chargor entering into or otherwise benefitting from a Development Document,

each Chargor will give notice to all counterparties to such Development Documents, of the Security constituted under this Supplemental Security



Agreement in respect of any such Development Documents, such notices being in the form set out in Part A of Schedule 5 (*Acquisition Documents, Inter-Company Loans and Collateral Warranties*) of the Original Security Agreement.

- (b) Each Chargor will use reasonable endeavours to procure from each of the persons referred to in paragraph (a) above an acknowledgement in the form set out in Part B of Schedule 5 (*Acquisition Documents, Inter-Company Loans and Collateral Warranties*) of the Original Security Agreement.

## **7. MISCELLANEOUS**

### **7.1 Incorporation of provisions from Original Security Agreement**

The provisions of clauses 2 (*Covenant to pay*), 5.2 (*Accounts*), 5.3 (*Rights of the Chargors*), 5.4 (*Conversion of floating charge to fixed security*), 6 (*Provisions as to Security and Perfection*), 7 (*Further Assurance*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Enforcement of Security*), 11 (*Extension of Powers and Right of Appropriation*), 12 (*Appointment of Receiver or Administrator*), 13 (*Powers of Receivers*), 14 (*Application of Moneys*), 15 (*Protection of Purchasers*), 17 (*Effectiveness of Security*), 18 (*Prior Security Interests*), 19 (*Subsequent Security Interests*), 20 (*Suspense Accounts*), 21 (*Release of Security*), 22 (*Discretion and Delegation*), and 24 (*Jurisdiction*) (and including Schedule 4 (*Leases and Insurances*), Schedule 5 (*Acquisition Documents, Inter-Company Loans and Collateral Warranties*), Schedule 6 (*Accounts*) and Schedule 7 (*Hedging Agreements*)) of the Original Security Agreement are incorporated into this Supplemental Security Agreement as if set out in full in this Supplemental Security Agreement, but so that references in those clauses to:

- (a) the "**Facility Agreements**" are references to the "Amended Facility Agreements";
- (b) the "**Secured Liabilities**" are references to the "Amended Secured Liabilities";
- (c) "**Security Assets**" are references to the assets of each Chargor charged in favour of, or assigned (whether at law or in equity) to the Common Security Agent pursuant to this Supplemental Security Agreement; and
- (d) "**this Security Agreement**" are references to this Supplemental Security Agreement.

### **7.2 Original Security Agreement**

Except insofar as supplemented by this Supplemental Security Agreement, the Original Security Agreement shall remain in full force and effect.

### **7.3 No merger**

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Security Agreement shall continue in full force and effect notwithstanding this Supplemental Security Agreement and shall not merge in any security constituted by this Supplemental Security Agreement or be released,

extinguished or affected in any way by the security constituted by this Supplemental Security Agreement.

## **8. EXTENSION OF POWERS**

The power of sale or other disposal conferred on the Common Security Agent and on any Receiver by this Supplemental Security Agreement shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Amended Secured Liabilities shall be deemed due and payable for that purpose) on the date of this Supplemental Security Agreement.

## **9. POWER OF ATTORNEY**

### **9.1 Appointment and powers**

Each Chargor by way of security irrevocably appoints the Common Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Chargor by or pursuant to this Supplemental Security Agreement or any other agreement binding on the Chargor to which the Common Security Agent is party (including the execution and delivery of any deeds, charges, assignments, standard securities, assignments or other security and any transfers of the Security Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Security Assets); and
- (b) enabling the Common Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Supplemental Security Agreement or by law (including, after this Supplemental Security Agreement has become enforceable, the exercise of any right of a heritable proprietor or legal or beneficial owner of the Security Assets).

### **9.2 Ratification**

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

10. **COUNTERPARTS**

This Supplemental Security Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Security Agreement.

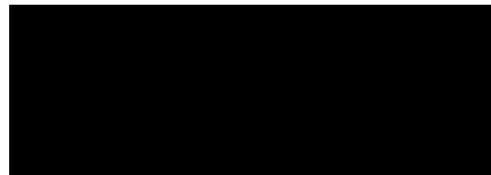
11. **GOVERNING LAW**

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

**THIS SUPPLEMENTAL SECURITY AGREEMENT** has been signed by the Common Security Agent and executed as a deed by each Chargor and is delivered by it on the date stated at the beginning of this Supplemental Security Agreement.

**Chargors**

**SIGNED and DELIVERED as a DEED**  
for and on behalf of  
**VESWAY LIMITED**  
a company incorporated in Ireland,



DARREN GUY

by \_\_\_\_\_,  
being its lawfully appointed attorney.

Signature of Attorney: \_\_\_\_\_

in the presence of:


Witness Signature:  \_\_\_\_\_

Witness Name: EUAN SHINE

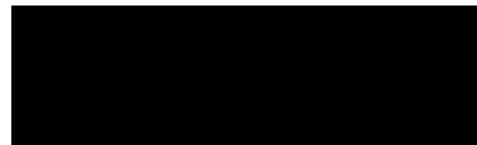
Witness Address: 33 SIR JOHN

ROGERSON'S QUAY

DUBLIN 2

Witness Occupation: 

**SIGNED and DELIVERED as a DEED**  
for and on behalf of  
**JURYS INNS GROUP LIMITED,**  
a company incorporated in Ireland,




DARREN GUY

by \_\_\_\_\_,  
being its lawfully appointed attorney.


Signature of Attorney: \_\_\_\_\_

in the presence of:

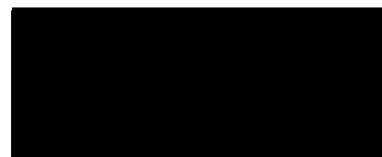
Witness Signature:  \_\_\_\_\_

Witness Name: EVA HUME

Witness Address: 33 SIR JOHN ROGERSON V BURY  
DUBLIN 2

Witness Occupation:  \_\_\_\_\_

**SIGNED and DELIVERED as a DEED**  
for and on behalf of  
**JURYS INNS (EUROPE) LIMITED,**  
a company incorporated in Ireland,




DARREN GUY

by \_\_\_\_\_,  
being its lawfully appointed attorney.

Signature of Attorney: \_\_\_\_\_

in the presence of:

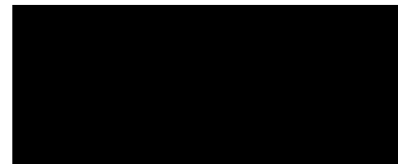
Witness Signature:  \_\_\_\_\_

Witness Name: EVA HUME

Witness Address: 33 SIR JOHN ROGERSON V BURY  
DUBLIN 2

Witness Occupation:  \_\_\_\_\_

**SIGNED and DELIVERED as a DEED**  
for and on behalf of  
**JURYS INNS (IRELAND) LIMITED,**  
a company incorporated in Ireland,



DARREN GUY

by \_\_\_\_\_,  
being its lawfully appointed attorney.

Signature of Attorney: \_\_\_\_\_

in the presence of:


Witness Signature:  \_\_\_\_\_


Witness Name: EVA HINE

Witness Address: 33 SIR JOHN ROBERTSON WAY  
DUBLIN 2

Witness Occupation: 

**EXECUTED AS A DEED** by )  
**JURYS INNS (UK) LIMITED** )  
acting by a director in the presence of: )

Signature of Director: 

Signature of witness: 

Name (in BLOCK CAPITALS) EVA HINE

Address: 33 SIR JOHN ROBERTSON WAY, DUBLIN 2

**EXECUTED AS A DEED** by )  
**JURYS HOTEL MANAGEMENT (UK) LIMITED** )  
acting by a director in the presence of: )

Signature of Director: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name (in BLOCK CAPITALS) EVA ALINE

Address: 33 SIR JOHN LOGANOWY QUAY, DUBLIN 2.

**EXECUTED AS A DEED** by )  
**JURYS HOTEL GROUP (UK) LIMITED** )  
acting by a director in the presence of: )

Signature of Director: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name (in BLOCK CAPITALS) EVA ALINE

Address: 33 SIR JOHN LOGANOWY QUAY, DUBLIN 2.

**EXECUTED AS A DEED** by )  
**CHAMBERLAIN HOTELS LIMITED** )  
acting by a director in the presence of: )

Signature of Director: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name (in BLOCK CAPITALS) EVA ALINE

Address: 33 SIR JOHN LOGANOWY QUAY, DUBLIN 2.

**EXECUTED AS A DEED** by )  
**OXFORD HOTEL VENTURES (IMPERIAL WHARF)** )  
**LIMITED** )  
acting by a director in the presence of: )

Signature of Director: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name (in BLOCK CAPITALS) EVA SALIVE

Address: 33 AIR JOHN ROSSOUSKI ALAY, DUBAI 2

**SIGNED AS A DEED** on behalf of  
**JYRUS B.V.**,  
a company incorporated the Netherlands,

by \_\_\_\_\_ and \_\_\_\_\_,  
being persons who, in accordance with the laws of that territory,  
are acting under the authority of the company.

Signature: \_\_\_\_\_

Authorised Signatory DARREN GUY

Signature: \_\_\_\_\_

Authorised Signatory

**SIGNED AS A DEED** on behalf of  
**JYRUS SHEFFIELD B.V.**,  
a company incorporated the Netherlands,

by \_\_\_\_\_ and \_\_\_\_\_,  
being persons who, in accordance with the laws of that territory,  
are acting under the authority of the company.

DARREN GUY

Signature: \_\_\_\_\_

Authorised Signatory DARREN GUY

Signature: \_\_\_\_\_

Authorised Signatory

**SIGNED AS A DEED** on behalf of  
**JYRUS SHEFFIELD CP B.V.**,  
a company incorporated the Netherlands,

by \_\_\_\_\_ and \_\_\_\_\_,  
being persons who, in accordance with the laws of that territory,  
are acting under the authority of the company.

DARREN GUY

Signature \_\_\_\_\_

Authorised Signatory DARREN GUY

Signature: \_\_\_\_\_

Authorised Signatory

**SIGNED AS A DEED** on behalf of  
**JYRUS SWINDON B.V.**,  
a company incorporated the Netherlands,

by \_\_\_\_\_ and \_\_\_\_\_,  
being persons who, in accordance with the laws of that territory,  
are acting under the authority of the company.

Signature: \_\_\_\_\_

Authorised Signatory DARREN GUY

Signature: \_\_\_\_\_

Authorised Signatory



**SIGNED AS A DEED** on behalf of  
**JYRUS SWINDON CP B.V.**,  
a company incorporated the Netherlands,

by \_\_\_\_\_ and \_\_\_\_\_,  
being persons who, in accordance with the laws of that territory,  
are acting under the authority of the company.

Signature:   
Authorised Signatory DARREN GUY

Signature: \_\_\_\_\_  
Authorised Signatory

**SIGNED AS A DEED** on behalf of  
**JYRUS BRADFORD B.V.**,  
a company incorporated the Netherlands,

by \_\_\_\_\_ and \_\_\_\_\_,  
being persons who, in accordance with the laws of that territory,  
are acting under the authority of the company.

Signature:   
Authorised Signatory DARREN GUY

Signature: \_\_\_\_\_  
Authorised Signatory

**SIGNED AS A DEED** on behalf of  
**JYRUS GATESHEAD CP B.V.**,  
a company incorporated the Netherlands,

by \_\_\_\_\_ and \_\_\_\_\_,  
being persons who, in accordance with the laws of that territory,  
are acting under the authority of the company.

Signature:   
Authorised Signatory DARREN GUY

Signature: \_\_\_\_\_  
Authorised Signatory

**SIGNED AS A DEED** on behalf of

**ROVIL LIMITED**

a company incorporated in Jersey,

by

*John Benna*

being a person who, in accordance with the laws of that territory,  
is acting under the authority of the company.

Signature:

Authorised Signatory

**Common Security Agent**

Signed by

**U.S. BANK TRUSTEES**

**LIMITED**

for and on its behalf

By two of its duly authorised  
signatories

**SIGNED AS A DEED** on behalf of  
**ROVIL LIMITED,**  
a company incorporated in Jersey,

by \_\_\_\_\_,  
being a person who, in accordance with the laws of that territory,  
is acting under the authority of the company.

Signature: \_\_\_\_\_

Authorised Signatory

CORMAC O'NEILL HEARNAUGH

**Common Security Agent**

Signed by )  
**U.S. BANK TRUSTEES** )  
**LIMITED** )  
for and on its behalf )  
By two of its duly authorised )  
signatories )

SIGNED AS A DEED on behalf of  
ROVIL LIMITED,  
a company incorporated in Jersey,

by \_\_\_\_\_,  
being a person who, in accordance with the laws of that territory,  
is acting under the authority of the company.

Signature: \_\_\_\_\_  
Authorised Signatory

Common Security Agent

  
**Christopher Eastlake**  
Authorised Signatory

Signed by )  
U.S. BANK TRUSTEES )  
LIMITED )  
for and on its behalf )  
By two of its duly authorised )  
signatories )

  
**Amy Connolly**  
Authorised Signatory

## **SCHEDULE 1 CHARGORS**

This is Schedule 1 referred to in the foregoing supplemental security agreement between the persons listed below (as Chargors) and U.S. Bank Trustees Limited (as Common Security Agent).

<b>Name</b>	<b>Jurisdiction</b>	<b>Company Number</b>
Vesway Limited	Ireland	440248
Jurys Inns Group Limited	Ireland	418679
Jyrus B.V.	Netherlands	34270312
Jurys Inns (UK) Limited	England	06063534
Jurys Inns (Europe) Limited	Ireland	439060
Jurys Inns (Ireland) Limited	Ireland	418680
Rovil Limited	Jersey	95924
Jurys Hotel Management (UK) Limited	England	03447849
Jurys Hotel Group (UK) Limited	Scotland	SC123682
Chamberlain Hotels Limited	England	2307261
Oxford Hotel Ventures (Imperial Wharf) Limited	England	4215209
Jyrus Sheffield B.V.	Netherlands	60170719
Jyrus Swindon B.V.	Netherlands	60170905
Jyrus Bradford B.V.	Netherlands	60170948
Jyrus Sheffield CP B.V.	Netherlands	60170824
Jyrus Swindon CP B.V.	Netherlands	60170921
Jyrus Gateshead CP B.V.	Netherlands	60170751

**SCHEDULE 2**  
**MORTGAGED PROPERTY**

	Registered Proprietor	Property	Address of Property	Title Number
1.	Jurys Hotel Management Limited (UK)	Croydon	Jurys Inn Croydon, 26 Wellesley Road Croydon, South London, CR0 9XY	SY46347
2.	Jurys Hotel Management Limited (UK)	Leeds	Jurys Hotel, 9 Brewery Place, Leeds, LS10 1NE	WYK718776
3.	Oxford Hotel Ventures (Imperial Wharf) Limited	Chelsea	Jurys Inn Chelsea, Block J1, Imperial Wharf, Imperial Road, London, SW6 2GA	BGL41371
4.	Jurys Hotel Management Limited (UK)	Heathrow	Jurys Inn Heathrow, Eastern Perimeter Road, London Heathrow Airport, Hounslow	AGL144418
5.	Jurys Hotel Management Limited (UK)	Manchester	Jurys Inn Manchester, land and buildings on the South side of Great Bridgewater Street	GM598828
6.	Jurys Hotel Management Limited (UK)	Nottingham	Jurys Inn Nottingham Waterfront Plaza, Nottingham, NG2 3BJ	NT425233
7.	Jurys Hotel Management Limited (UK)	Milton Keynes	Jurys Inn Milton Keynes, 308 Midsummer Boulevard, Central Milton Keynes, Milton Keynes, MK9 2HP	BM328172
8.	Jurys Hotel Management Limited (UK)	Plymouth	Jurys Inn Plymouth, Exeter Street, Plymouth, PL4 0AZ	DN596265
9.	Jurys Hotel Management Limited (UK)	Brighton	Jurys Inn Brighton, 101 Stroudley Road, Brighton, BN1 4DJ	ESX325747
10.	Jurys Hotel Management Limited (UK)	Liverpool	Land and buildings known as the hotel at Kings Waterfront, Liverpool	MS570128
11.	Jyrus Sheffield B.V.  Jyrus Sheffield B.V.	Sheffield	Jurys Inn, 119 Eyre Street, Sheffield, S1 4QW (airspace only) Jurys Inn, 119 Eyre Street, Sheffield S1 4QW	SYK550609  SYK616415
	Jurys Hotel Management Limited (UK)		Jurys Inn Sheffield Hotel, 119 Eyre Street Sheffield S1 4QW	SYK571608
12.	Jurys Hotel Management Limited (UK)	Watford	Jurys Inn Watford, 31-35 Clarendon Road, Watford, WD17 1BP	HD497197
13.	Jurys Hotel Management Limited (UK)	Exeter	The Hotel, Carnegie House, Russell Street, Exeter, EX1 2AE	DN593661
14.	Jurys Hotel Management Limited (UK)	Swindon	Jurys Inn, Fleming Way, Swindon, SN1 2NG	WT284270

	Registered Proprietor	Property	Address of Property	Title Number
	Jyrus Swindon CP B.V. Jyrus Swindon B.V.		Texaco, Fleming Way, Swindon SN1 2NG Jury's Inn, Fleming Way, Swindon SN1 2NG	WT187016 WT270160
15.	Jury's Hotel Management (UK) Limited	Derby	Jury's Inn Derby, King Street, Derby	DY446296
16.	Jyrus Bradford B.V.  Jyrus Bradford B.V.  Jury's Hotel Management (UK) Limited	Bradford	Land and Buildings on the north side of Thornton Road, Bradford Land lying to the North of Thornton Road, Bradford 2 Thornton Road, Bradford	WYK870795  WYK870806  WYK928259
17.	Jury's Hotel Management (UK) Limited	Gateshead	The Hotel Baltic Riverside, South Shore Road, Gateshead	TY498921
18.	Jury's Hotel Management (UK) Limited	Newcastle	Jury's Inn St James Gate, Newcastle-upon-Tyne, NE1 4AD	TY397835
19.	Jury's Hotel Management (UK) Limited	Southampton	Jury's Inn Hotel, Charlotte Place, Southampton SO14 0TB	HP663425
20.	Jury's Hotel Management (UK) Limited  Jury's Hotel Group (UK) Limited	Islington	34a and 34 to 41 White Lion Street and 1 and 2 Penton Grove Finsbury London Land on the west side of Baron Street and land on the north side of Pentonville Road and part of Penton Grove	NGL93425  NGL825822
21.	Chamberlain Hotels Limited	Birmingham	Jury's Inn Birmingham, 245 Broad Street, Birmingham B1 2 HQ	WK208013

**SCHEDULE 3  
RELEVANT SHARES**

<b>Chargor</b>	<b>Share issuer</b>	<b>Number of shares</b>	<b>Class</b>
Jurys Inns Group Limited (company number 418679)	Jurys Inns (UK) Limited (company number 6063534)	1	Ordinary
Jurys Inns Group Limited (company number 418679)	Jurys Inns (UK) Limited (company number 6063534)	122,355,489	B Ordinary
Rovil Limited	Jurys Hotel Management (UK) Limited (company number 3447849)	61	Ordinary
Jurys Hotel Management (UK) Limited (company number 3447849)	Chamberlain Hotels Limited (company number 2307261)	1,500,900	Ordinary
Jurys Hotel Management (UK) Limited (company number 3447849)	Oxford Hotel Ventures (Imperial Wharf) Limited (company number 4215209)	1	Ordinary
Jurys Hotel Management (UK) Limited (company number 3447849)  (following its acquisition of such shares)	Glasgow Manor Operations Limited	1	Ordinary
Jurys Hotel Management (UK) Limited (company number 3447849)  (following its acquisition of such shares)	Hotel Collection Hotel No. 1 Limited	1	Ordinary
Jurys Hotel Management (UK)	Hotel Collection	1	Ordinary



Limited (company number 3447849)  (following its acquisition of such shares)	Hotel No. 4 Limited		
Jurys Hotel Management (UK) Limited (company number 3447849)  (following its acquisition of such shares)	Hotel Collection Hotel No. 2 Limited	1	Ordinary
Jurys Hotel Management (UK) Limited (company number 3447849)  (following its acquisition of such shares)	Marlow Hotel Company Limited	6,000,600	Ordinary
Jurys Hotel Management (UK) Limited (company number 3447849)  (following its acquisition of such shares)	Mango Hotels Limited	1,000	Ordinary