



Registration of a Charge

Company name: **ATLAS HOTELS (TRADING) LIMITED**

Company number: **05854147**



X8H2SH1C

Received for Electronic Filing: **29/10/2019**

Details of Charge

Date of creation: **25/10/2019**

Charge code: **0585 4147 0006**

Persons entitled: **CBRE LOAN SERVICES LIMITED**

Brief description: **FIXED CHARGE OVER HOLIDAY INN EXPRESS BATH. ADDRESS HOLIDAY INN EXPRESS BROUGHAM HAYES, LOWER BRISTOL ROAD, BATH BA2 3QU. LAND LYING TO THE EAST OF BROUGHAM HAYES, BATH. HOTEL ON THE EAST SIDE OF BROUGHAM HAYES (T/NO ST315157, ST206533, ST206532). FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

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:

REED SMITH LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5854147

Charge code: 0585 4147 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2019 and created by ATLAS HOTELS (TRADING) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2019 .

Given at Companies House, Cardiff on 30th October 2019

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

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

EXECUTION VERSION

DATED 15 OCTOBER 2019

THE PERSON LISTED IN SCHEDULE 1
AS CHARGOR

IN FAVOUR OF

CBRE LOAN SERVICES LIMITED
AS THE COMMON SECURITY AGENT

SUPPLEMENTAL MORTGAGE
RELATING TO AN ORIGINAL COMMON SECURITY
AGREEMENT DATED 3 NOVEMBER 2017

Certified as a true copy of the original instrument
other than material redacted pursuant to s.859G of
the Companies Act 2006

Reed Smith LLP

Reed Smith LLP

Date 29 October 2019

THIS SUPPLEMENTAL MORTGAGE is made by way of deed on 25 October 2019 by:

- (1) **THE PERSON** listed in Schedule 1 (*Chargor*) (the "**Chargor**") in favour of:
- (2) **CBRE LOAN SERVICES LIMITED** as security trustee for each of the Secured Parties (the "**Common Security Agent**").

WHEREAS:

Pursuant to Clause 7 (*Further assurance*) of the Original Security Agreement (as defined below), the Chargor is obliged to create the security under the Original Security Agreement by entering into this Supplemental Mortgage.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined

In this Supplemental Mortgage:

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

"**Intercreditor Agreement**" means the intercreditor agreement dated 3 November 2017 between, amongst other, the Senior Finance Parties, the Mezzanine Finance Parties and each of the Transaction Obligor.

"**Mezzanine Facility Agreement**" means the facility agreement dated 3 November 2017 between, amongst others, Titan Financing Limited as Borrower, Morgan Stanley Principal Funding Inc. as mandated lead arranger, CBRE Loan Services Limited as mezzanine agent, CBRE Loan Services Limited as mezzanine security agent and Morgan Stanley Principal Funding Inc. as original lender, as amended, varied, novated or supplemented from time to time.

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

"**Mezzanine Transaction Obligor**" has the meaning given to the term "Transaction Obligor" in the Mezzanine Facility Agreement.

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

"**Original Security Agreement**" means the security agreement dated 3 November 2017 granted by the Chargor in favour of the Common Security Agent.

"**Related Rights**" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Security Assets" means each of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Common Security Agent by or pursuant to the Original Security Agreement or this Supplemental Mortgage.

"Secured Liabilities" has the meaning given to that term in the Intercreditor Agreement.

"Security Period" means the period beginning on the date of this Supplemental Mortgage and ending on the date on which the Common Security Agent is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid or discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents.

"Senior Facility Agreement" means the facility agreement dated 3 November 2017 between, amongst others, Titan Acquisition Holdco Limited as the Senior Holdco, Titan Acquisition Limited as the Original Borrower, the Original Guarantors, Morgan Stanley Bank, N.A. and Morgan Stanley Bank International Limited as the Arrangers, CBRE Loan Services Limited as the Agent, CBRE Loan Services Limited as the Common Security Agent and the Original Lender (each as defined in that agreement as amended, varied, novated or supplemented from time to time).

"Senior Finance Party" has the meaning given to the term "Finance Party" in the Senior Facility Agreement.

"Senior Transaction Obligor" has the meaning given to the term "Transaction Obligor" in the Senior Facility Agreement.

"Transaction Obligor" means each of the Mezzanine Transaction Obligors and the Senior Transaction Obligors.

1.2 Terms defined in Original Security Agreement

Unless defined in this Supplemental Mortgage, or the context otherwise requires, a term defined in the Original Security Agreement has the same meaning in the Supplemental Mortgage, or in any notice given under or in connection with this Supplemental Mortgage, as if:

- (a) **"Real Property"** as defined in the Original Security Agreement is construed as referring to the Mortgaged Property; and
- (b) all references in those defined terms to the Original Security Agreement were a reference to this Supplemental Mortgage or that notice.

1.3 Application of provisions in Original Security Agreement

Clauses 1.2 (*Terms defined in other Finance Documents*) to 1.12 (*Approvals, consents and rights of the Common Security Agent*) (inclusive), Clauses 6.10 (*Deposit of title deeds*), 7 (*Further assurance*) and Clauses 10 (*Enforcement of security*) to 25 (*Transfers*) (inclusive) and Clause 26 (*Jurisdiction*) of the Original Security Agreement are deemed to form part of this Supplemental Mortgage as if expressly incorporated into it and as if all references in those clauses to the Original Security Agreement were references to this Supplemental Mortgage.

1.4 Fixed Security

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

1.5 Original Security Agreement

It is agreed that this Supplemental Mortgage is supplemental to the Original Security Agreement and, except insofar as supplemented by this Supplemental Mortgage, the Original Security Agreement shall remain in full force and effect.

1.6 Finance Document

This Supplemental Mortgage is a Senior Finance Document and a Mezzanine Finance Document.

2. COVENANT TO PAY

The Chargor covenants with the Common Security Agent (as trustee for the Secured Parties) that it shall, on demand of the Common Security Agent pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms (which indemnified sums shall be treated as Secured Liabilities for the purposes of this Supplemental Mortgage).

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security constituted by or pursuant to this Supplemental Mortgage is:

- (a) created with full title guarantee;
- (b) 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 Mortgage and the Security created by or pursuant to it on trust for the Secured Parties; and

- (c) continuing security for the payment and discharge of all the Secured Liabilities.

4. SUPPLEMENTAL SECURITY

4.1 Mortgage

The Chargor charges, by way of first legal mortgage, its Mortgaged Property.

4.2 Assignment by way of Security

The 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:

- (a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Mortgaged Property and all other Related Rights;
- (b) any sums paid or payable to or for the benefit of the Chargor arising from the letting, use or occupation of all or any part of the Mortgaged 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 Mortgaged Property and the right to make demand for and receive the same; and
- (c) any policy of insurance in which the Chargor may at any time have an interest and all proceeds paid or payable thereunder and all other Related Rights.

4.3 Fixed charges

The 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 assets which are specified in Clause 4.2 (*Assignment by way of Security*).

5. IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Supplemental Security*).
- (b) It shall be implied in respect of Clause 4 (*Supplemental Security*) that the Chargor is disposing of the Security Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

6. APPLICATION TO HM LAND REGISTRY

The Chargor consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property.

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of CBRE Loan Services Limited referred to in the charges register or their conveyancer."

7. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS

Except where agreed in writing by the Common Security Agent or as permitted under the Finance Documents, the Chargor will not at any time during the Security Period create or permit to subsist any Security over all or any part of the Mortgaged Property or dispose of or otherwise deal with any part of the Mortgaged Property.

8. FURTHER ADVANCES

Subject to the terms of each Facility Agreement, each Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated in this as if set out in this Supplemental Mortgage. The Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

9. EXTENSION OF POWERS

The power of sale or other disposal conferred on the Common Security Agent and on any Receiver by this Supplemental Mortgage 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 Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Supplemental Mortgage.

10. GOVERNING LAW

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

THIS SUPPLEMENTAL MORTGAGE has been executed as, and is intended to take effect as, a deed by the Chargor and has been signed by the Common Security Agent on the date written on the first page of this Supplemental Mortgage.

**SCHEDULE 1
THE CHARGOR**

Name	Jurisdiction	Registered Number
Atlas Hotels (Trading) Limited	England and Wales	05854147

SCHEDULE 2
MORTGAGED PROPERTY

#	Owner	Hotel	Address	Post Code	Title Number out of which Owner's interest is derived
1	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Bath	Holiday Inn Express Brougham Hayes, Lower Bristol Road, Bath BA2 3QU Land lying to the east of Brougham Hayes, Bath Hotel on the East Side of Brougham Hayes	BA2 3QU	ST315157, ST206533, ST206532
2	Atlas Hotels (Trading) Limited (05854147)	Express by Holiday Inn (Bedford)	Wilstead Road, Elstow, Bedford MK42 9BB	MK42 9BB	BD194553
3	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Bristol North	Land at Bristol Parkway, New Road, Stoke Gifford BS34 8TJ	BS34 8TJ	GR246302
4	Atlas Hotels (Trading) Limited (05854147)	Express by Holiday Inn (Cambridge)	15-17 Coldhams Business Park, Norman Way, Cambridge CB1 3LH	CB1 3LH	CB309390
5	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Dartford Bridge	Littlebrook Manor Way, Dartford DA1 5PA	DA1 5PA	K787179
6	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Derby	Land lying to the South West of Pride Parkway, Derby Land at Pride Parkway, Derby DE24 8HX	DE24 8HX	DY304661 DY460582
7	Atlas Hotels (Trading) Limited (05854147)	Express by Holiday Inn (Droitwich)	Express by Holiday Inn, Worcester Road, Wychbold, Droitwich WR9 7PA Wychall Cottage, Worcester Road, Wychbold, Droitwich WR9 7PA The Cottage, Worcester Road, Wychbold, Droitwich WR9 7PA	WR9 7PA	HW176264 HW137637 WR88756

8	Atlas Hotels (Trading) Limited (05854147)	Express by Holiday Inn East Midlands Airport	Pegasus Business Park, Castle Donington, DE74 2TQ	DE74 2TQ	LT319451
9	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Exeter	Site 200 Exeter Business Park, Exeter EX1 3PE	EX1 3PE	DN395494
10	Atlas Hotels (Trading) Limited (05854147)	Express by Holiday Inn Hemel Hempstead	Stationers Place, Apsley, Hemel Hempstead HR3 9RH	HP3 9RH	HD426492
11	Atlas Hotels (Trading) Limited (05854147)	Express by Holiday Inn Leeds City Centre	Cavendish Street, Leeds, LS3 ILY	LS3 ILY	WYK640739
12	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Lincoln City Centre	Land on the north east side of Green Lane, Lincoln LN6 7DB	LN6 7DB	LL293345
13	Atlas Hotels (Trading) Limited (05854147)	Hampton by Hilton Liverpool City Centre	Car Park, King Dock Mill, Hurst Street, Liverpool Hotel Premises Hurst Street, Liverpool L1 8DA	L1 8DA	MS569420 MS573540
14	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express London Chingford	Land and buildings on the north side of Walthamstow Avenue, Chingford E4 8ST	E4 8ST	EGL423718
15	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express London Greenwich	Hotel site on land south of Bugsby's Way, Greenwich SE10 0GD	SE10 0GD	TGL173819
16	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express London Hammersmith	Land known as 120, 122 and 124 King Street and land and buildings at the back thereof and 27 and 29 Argyle Place, Hammersmith, London W6 0QU	W6 0QU	NGL234851
17	Atlas Hotels (Trading) Limited (05854147)	Express by Holiday Inn Luton Airport	Land on the east side of Percival Way, London Luton Airport, Luton LU2 9GP Land on the north side of Airport Way, London Luton Airport, Luton	LU2 9GP	BD225335 BD236124
18	Atlas Hotels (Trading)	Holiday Inn Express	Waterfront Quay, Salford, Manchester M50 3XW	M50 3XW	GM774718

	Limited (05854147)	Manchester Salford Quays			
19	Atlas Hotels (Trading) Limited (05854147)	Express by Holiday Inn Milton Keynes	Express by Holiday Inn, Tongwell Street, Fox Milne, Milton Keynes, MK15 0YA Land part of Express by Holiday Inn, Tongwell Street, Fox Milne, Milton Keynes MK15 0YA	MK15 0YA	BM266653 part of BM281748 part of BM281749 part of BM252558
20	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Newcastle City Centre	Land on the east side of St James Boulevard Newcastle upon Tyne NE1 4DN	NE1 4DN	TY417807
21	Atlas Hotels (Trading) Limited (05854147)	Express by Holiday Inn Newport	Celtic Springs Business Park, Cleppa Park, Newport NP10 8FY	NP10 8FY	CYM119834
22	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Northampton	Loake Close, Grange Park, Northampton NN4 5EZ	NN4 5EZ	NN227024
23	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Stoke-on- Trent	Land lying to the east of Stanley Matthews Way, Trentham Lakes, Stoke on Trent ST4 4EG	ST4 4EG	SF408976
24	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Swansea	Neath Road, Llandarcy, Neath, Swansea East SA10 6GZ	SA10 6GZ	CYM149465
25	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Swindon - West	Frankland Road, Euroway Park, Blagrove, Swindon SN5 8UD	SN5 8UD	WT195205
26	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Taunton	Land at Blackbrook Business Park, Taunton TA1 2PX	TA1 2PX	ST191837
27	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Warwick	Land lying to the South of Stratford Road, Longbridge, Warwick CV34 6TW	CV34 6TW	WK326146 (excluding land edged green)
28	Atlas Hotels (Trading) Limited (05854147)	Express by Holiday Inn (Stevenage)	Express by Holiday Inn, Danestrete, Stevenage, S61 1XB	SG1 1XB	HD303416

29	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express, Portsmouth	Easter Road, Farlington, Portsmouth	PO6 1UN	HP395035
30	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Birmingham Oldbury M5	Land on the west and east side of Birchfield Lane, Oldbury B69 2BD	B69 2BD	WM660650
31	Atlas Hotels (Trading) Limited (05854147)	Holiday Inn Express Exeter City Centre	Holiday Inn Express, Exeter City Centre, Eastern Podium, Renslade House, Bonhay Road, Exeter, EX4 3AY	EX4 3AY	DN701334

EXECUTION PAGE

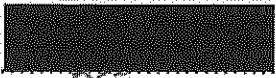
Chargor

EXECUTED AS A DEED by

Atlas Hotels (Trading) Limited
acting by a director
in the presence of:

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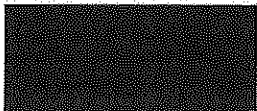
DIRECTOR


.....
SEAN LOWE
.....

Signature of director

Name of director

in the presence of


.....
Louisa Martac
.....

Signature of witness

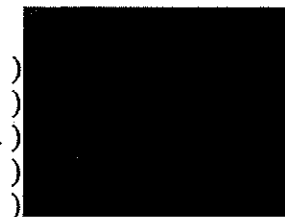
Name of witness

.....
Reed Smith LLP
The Broadgate Tower
20 Primrose Street
.....
London
EC2A 2RS
Solicitors

Address of witness

Common Security Agent

Signed by
CBRE LOAN SERVICES LIMITED
for and on its behalf
by its duly authorised
Officer



MUHAMMAD NIKYNUJ ISLAM
AUTHORISED SIGNATORY

DOLORES GUCKION
AUTHORISED SIGNATORY