



Registration of a Charge

Company name: **MER Manor Operations Limited**

Company number: **09846430**



X5CYXIXV

Received for Electronic Filing: **08/08/2016**

Details of Charge

Date of creation: **01/08/2016**

Charge code: **0984 6430 0003**

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

Brief description: **THE MORTGAGED PROPERTY BEING THE THISTLE HOTEL, THE BEECHES, OLD PENNY LANE, HAYDOCK WA11 9SG (TITLE NUMBER MS537951), THISTLE HOTEL, QUEEN STREET, EXETER EX4 3SP (TITLE NUMBER DN551972) AND OTHER MORTGAGED PROPERTY SPECIFIED IN THE INSTRUMENT. PLEASE REFER TO THE INSTRUMENT FOR FURTHER DETAILS.**

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: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9846430

Charge code: 0984 6430 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2016 and created by MER Manor Operations Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2016 .

Given at Companies House, Cardiff on 9th August 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 1 August 2016

THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS

IN FAVOUR OF

U.S. BANK TRUSTEES LIMITED
AS THE COMMON SECURITY AGENT

SUPPLEMENTAL MORTGAGE
RELATING TO AN ORIGINAL SECURITY AGREEMENT
DATED 31 MARCH 2016

THIS SUPPLEMENTAL MORTGAGE is made by way of deed on 1 August 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**").

WHEREAS:

Pursuant to the Original Security Agreement (as defined below) each Chargor agreed to create fixed security over the Mortgaged Property and, pursuant to Clause 7 (*Further assurance*) of the Original Security Agreement, each 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.

"Mezzanine Facility Agreement" means the mezzanine facility agreement originally dated 28 February 2015 as amended and restated pursuant to an amendment and restatement agreement dated 4 March 2016 between, amongst others, LSREF III Malin Mezzco Limited as Mezzanine Borrower, Bank of America Merrill Lynch International Limited as Mezzanine Arranger, Elavon Financial Services Limited as Mezzanine Agent and U.S. Bank Trustees Limited as Mezzanine Security Agent and the Lenders (each as defined therein) as amended, varied, novated or supplemented from time to time.

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

"Original Security Agreement" means the security agreement dated 31 March 2016 granted by, among others, the Chargors in favour of the Common Security Agent.

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

- (a) the proceeds of sale or rental 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.

"**Secured Liabilities**" has the meaning given to it in the Original Security Agreement.

"**Security Assets**" means each of the assets and undertaking of each Chargor which from time to time are, or are expressed to be, 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.

"**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.

"**Senior Facility Agreement**" means a senior facility agreement originally dated 28 February 2015 as amended and restated pursuant to an amendment and restatement agreement dated 4 March 2016 between, amongst others, LSREF III Malin Investments Limited as Senior Borrower, Bank of America Merrill Lynch International Limited as Arranger, Elavon Financial Services Limited as Agent and U.S. Bank Trustees Limited as the Common Security Agent (each as defined therein) as amended, varied, novated or supplemented from time to time.

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, or in any notice given under or in connection with this Supplemental Mortgage, has the same meaning in the Supplemental Mortgage as if:

- (a) "**Real Property**" as defined in the Original Security Agreement is construed as including a reference 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 1.11 (*Approvals, consents and rights of the Common Security Agent*) (inclusive), Clauses 4.4 (*Excluded Assets*), 6.13 (*Deposit of title deeds*), 7 (*Further assurance*) and Clauses 10 (*Enforcement of security*) to 22 (*Discretion and Delegation*) (inclusive) and Clause 25 (*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 3.1 (*Mortgage*) to 3.3 (*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 Finance Document (as defined in each of the Facility Agreements).

2. COVENANT TO PAY

Each 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. SUPPLEMENTAL SECURITY

3.1 Mortgage

Each Chargor charges with full title guarantee in favour of the Common Security Agent (as trustee for the Secured Parties), as continuing security for the payment and discharge of the Secured Liabilities, by way of first legal mortgage, the Mortgaged Property.

3.2 Assignment by way of Security

Each Chargor assigns and agrees to assign absolutely with full title guarantee to the Common Security Agent (as trustee for the Secured Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage*) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), as security for the payment and discharge of the Secured Liabilities, 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 that Chargor in respect of the Mortgaged Property and all other Related Rights;
- (b) 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 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 that Chargor may at any time have an interest and all proceeds paid or payable thereunder and all other Related Rights.

3.3 Fixed charges

Each Chargor charges with full title guarantee in favour of the Common Security Agent (as trustee for the Secured Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage*) or assigned pursuant to Clause 3.2 (*Assignment by way of Security*)) as security for the payment and discharge of the Secured Liabilities, 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 3.2 (*Assignment by way of Security*).

4. 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 3 (*Supplemental Security*).
- (b) It shall be implied in respect of Clause 3 (*Supplemental Security*) that each 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).

5. APPLICATION TO THE LAND REGISTRY

Each Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time 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 U.S. Bank Trustees Limited referred to in the charges register or their conveyancer."

6. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS

Except where agreed in writing by the Common Security Agent or as permitted under the Finance Documents, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Security Assets or dispose of or otherwise deal with any part of the Security Assets.

7. FURTHER ADVANCES

Subject to the terms of each Facility Agreement, each Lender is under an obligation to make further advances to each Chargor and that obligation will be deemed to be

incorporated in this Supplemental Mortgage as if set out in this Supplemental Mortgage. Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

8. 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.

9. 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 each 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 CHARGORS**

Name of Chargor	Jurisdiction of Incorporation	Registration number (or equivalent)
MER Manor Operations Limited	England	09846430
Jyrus East Midlands B.V.	Netherlands	65189531

SCHEDULE 2
MORTGAGED PROPERTY

Chargor	Property	Title Number
Jyrus East Midlands B.V.	The Donington Thistle Hotel, Ashby Road, Castle Donington	LT197963
MER Manor Operations Limited	The Thistle Hotel, The Beeches, Old Penny Lane, Haydock WA11 9SG	MS537951
MER Manor Operations Limited	Thistle Hotel, Queen Street, Exeter EX43SP	DN551972
MER Manor Operations Limited	The Thistle Hotel, Broad Street, Bristol BS1 2 EL	BL99972
MER Manor Operations Limited	The Thistle Hotel, Portland Street, Manchester M1 6DP	MAN85202
MER Manor Operations Limited	Basement Level Room, 3-5 Portland Street, Manchester M1 6DP	MAN123451
MER Manor Operations Limited	The Thistle Liverpool Hotel, Chapel Street, Liverpool L3 9RE	MS537959
MER Manor Operations Limited	The Thistle Brands Hatch Hotel, Gorse Hill, West Kingsdown DA3 8PE	K922275

EXECUTION PAGE

Chargors

SIGNED AS A DEED on behalf of)
)
JYRUS EAST MIDLANDS B.V.,
a company)
incorporated in the Netherlands,)
by Darren Guy)
)
and _____)
being persons who, in accordance with the laws)
of that territory, are acting under the authority of)
the company.

Signature: _____
Authorised Signatory _____

Signature: _____
Authorised Signatory _____

SIGNED AS A DEED by)
)
MER MANOR OPERATIONS LIMITED,)
Acting by its attorney _____)
in the presence of: _____)

Darren Guy

Signature of Witness: _____

Name (in BLOCK CAPITALS): Sadie Fitzpatrick.

Address: 72 The Lighthouse.
Dun Laoghaire
Co. Dublin.

Common Security Agent

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

)
)
)
)
)

[Redacted Signature]

Christopher Eastlake
Authorised Signatory

[Redacted Signature]

Emma White
Authorised Signatory