

MR01

107937/£3

laserform

Particulars of a charge



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

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



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

THURSDAY



SCT *S5EL8JIA* #65
01/09/2016
COMPANIES HOUSE

1

Company details

Company number 0 9 8 4 6 4 3 0

Company name in full MER MANOR OPERATIONS LIMITED

For official use

☒ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date d1 d5 m0 m8 y2 y0 y1 y6

3

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

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

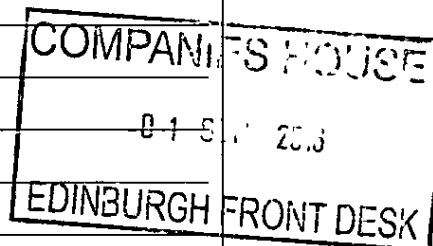
Name U.S. BANK TRUSTEES LIMITED

(the "Common Security Agent")

Name

Name

Name



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

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

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

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

Please limit the description to the available space

Brief description

✓ ALL and WHOLE the subjects known as 10-14 Union Terrace, Aberdeen AB10 1WE and 4-6 Diamond Street, Aberdeen, AB10 1QU, the tenant's interest in which is registered in the Land Register of Scotland under Title Number ABN91806

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

X For and on behalf of Shepherd and Wedderburn LLP acting for the Common Security Agent X

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

Signature

MR01

Particulars of a charge



Presenter information

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

Contact name B01780 1020-01/ACD/MCW

Company name Shepherd & Wedderburn

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode

Country

DX

Telephone 0131 473 5369



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

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

For companies registered in Northern Ireland.

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9846430

Charge code: 0984 6430 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2016 and created by MER MANOR OPERATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2016

Given at Companies House, Cardiff on 8th September 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



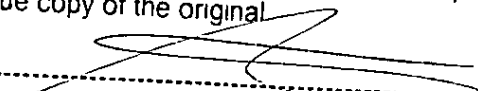
SHEPHERD+ WEDDERBURN

STANDARD SECURITY
by
MER MANOR OPERATIONS LIMITED
in favour of
U S BANK TRUSTEES LIMITED
as the Common Security Agent

Subjects: Tenant's interest in the Caledonian Hotel, 10-14, Union
Terrace, Aberdeen AB10 1WE and 4 and 6 Diamond Street,
Aberdeen, AB10 1QU

2016

We hereby certify that, save for material redacted
pursuant to s 859G of the Companies Act 2006,
this is a true copy of the original.

Signed 

Date 1 Sep 2016

For and on behalf of Shepherd and Wedderburn LLP

STANDARD SECURITY by

- (1) **MER MANOR OPERATIONS LIMITED** a limited liability company incorporated under the laws of England and Wales and with registration number 09846430 and having its registered office at 245 Broad Street, Birmingham, United Kingdom, B1 2HQ (the "**Chargor**")

in favour of

- (2) **U.S. BANK TRUSTEES LIMITED** a limited liability company incorporated under the laws of England and Wales and with registration number 02379632 and having its registered office at 125 Old Broad Street, London, EC2N 1AR, United Kingdom as security trustee in terms of the Intercreditor Agreement for the Secured Parties (the "**Common Security Agent**")

NOW THEREFORE:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Standard Security

"Acceleration Event" means a Senior Acceleration Event and/or a Mezzanine Acceleration Event,

"Administration Event" means

- (a) the presentation of an application or petition to the court for the making of an administration order in relation to the Chargor; or
- (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court,

"Documents" means the Facility Agreement, the Intercreditor Agreement and the Security Agreements,

"Facility Agreement" means each of the Senior Facility Agreement and the Mezzanine Facility Agreement,

"Finance Document" means each Senior Finance Document and each Mezzanine Finance Document,

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

"Mezzanine Acceleration Event" means the giving of notice pursuant to clause 27.21 (Acceleration) of the Mezzanine Facility Agreement,

"Mezzanine Facility Agreement" means a facility agreement originally dated 28 February 2015 as amended and restated on 4 March 2016 between, amongst others LSREF III Malin Mezzco Limited (formerly LSF Irish Holdings 58 Limited) as Mezzanine Borrower, Bank of America Merrill Lynch International Limited as Mezzanine Arranger and Original Mezzanine Lender, Elavon Financial Services Limited as Mezzanine Agent and U.S. Bank Trustees Limited as Mezzanine Security Agent (each as defined therein) as further amended, varied, novated or supplemented from time to time,

"Mezzanine Finance Documents" has the meaning given to it in the Intercreditor Agreement,

"Mezzanine Finance Parties" has the meaning given to the term "Finance Parties" in the Mezzanine Facility Agreement,

"**Secured Liabilities**" has the meaning given to it in the Intercreditor Agreement,

"**Security Agreements**" means (1) the security agreement dated 4 March 2015 between, *inter alios*, the Chargor and the Common Security Agent, and (2) the security agreement dated 31 March 2016 between, *inter alios*, the Chargor and the Common Security Agent,

"**Security Subjects**" means ALL and WHOLE the subjects known as 10-14 Union Terrace, Aberdeen AB10 1WE and 4-6 Diamond Street, Aberdeen, AB10 1QU, the tenant's interest in which is registered in the Land Register of Scotland under Title Number ABN91806,

"**Senior Acceleration Event**" means the giving of notice pursuant to clause 27 21 (*Acceleration*) of the Senior Facility Agreement,

"**Senior Facility Agreement**" means a facility agreement originally dated 28 February 2015 as amended and restated on 4 March 2016 between, amongst others, LSREF III Malin Investments Limited (formerly LSF Irish Holdings XLIV Limited) as the Original 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 further amended, varied, novated or supplemented from time to time,

"**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 Senior Facility Agreement, and

"**Standard Conditions**" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended, and any lawful variation thereof operative for the time being

1 2 Unless defined in this Standard Security, or the context otherwise requires, a term defined in the Intercreditor Agreement has the same meaning in this Standard Security or any notice given under or in connection with this Standard Security, as if all references in those defined terms to the Intercreditor Agreement, the Senior Facility Agreement or the Finance Documents were a reference to this Standard Security or that notice

2 Clause 1 2 (*Construction*) of the Intercreditor Agreement and Clause 1 3 of the Senior Facility Agreement will apply as if incorporated in this Standard Security or in any notice given under or in connection with this Standard Security, as if all references in that Clause to the Intercreditor Agreement of the Senior Facility Agreement (as applicable) were a reference to this Standard Security or that notice

3 **SECURED LIABILITIES**

The Chargor undertakes to 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 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 Standard Security)

4 **STANDARD SECURITY**

In security of the payment, discharge and satisfaction of the Secured Liabilities the Chargor GRANTS a standard security in favour of the Common Security Agent over the Security Subjects

5 THE STANDARD CONDITIONS

5 1 The Standard Conditions shall apply and the Chargor agrees that the Standard Conditions shall be varied in so far as lawful and applicable by the provisions of the Documents to the effect that

5 1 1 in so far as the provisions of the Documents extend, add to, depart from or conflict with the Standard Conditions or there is any inconsistency between the Standard Conditions and the applicable provisions of the Documents, or the Standard Conditions impose more onerous terms the applicable provisions of the Documents shall prevail and in such circumstances compliance with the terms of the Documents shall be deemed to be compliance in full with the conflicting, inconsistent or more onerous terms of the Standard Conditions, and

5 1 2 all the obligations, undertakings, representations and warranties specified and contained in the Security Agreements relating to the property and assets secured thereby or pursuant thereto and the rights and powers granted thereunder shall, to the extent applicable to the Security Subjects and the security and other rights and powers created hereunder and pursuant hereto, be deemed to be repeated herein and shall, except in so far as inconsistent herewith, apply *mutatis mutandis* to the Security Subjects and the security and other rights and powers created hereunder and pursuant hereto

6 ENFORCEMENT

6 1 Upon the occurrence of

6 1 1 an Acceleration Event, or

6 1 2 an Administration Event, or

6 1 3 a request from the Chargor to the Common Security Agent that it exercise any of its powers under this Standard Security

the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions

7 WARRANTICE

The Chargor grants warrantice

8 **REGISTRATION**

The Chargor consents to registration hereof for preservation and execution

IN WITNESS WHEREOF these presents consisting of this and the three preceding pages are executed as follows


SUBSCRIBED for and on behalf of
MER MANOR OPERATIONS LIMITED
by their Attorney under Power of Attorney

dated 8 JULY 2016
at DUBLIN on the 29
day of JULY 2016


DANIEL GUY

Attorney
Full Name

before this witness


JULIE FITZPATRICK
72 The Lighthouse
Dun Laoghaire
Co. Dublin

Witness
Full Name
Address