

MG01

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LASER FORM

Particulars of a mortgage or charge

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
particulars of a charge for a S
company. To do this, please use
form MG01s

TUESDAY



LD3 08/01/2013 #42
COMPANIES HOUSE

1

Company details

Company number

3 6 6 9 2 6 0

Company name in full

The Berkeley Hotel Limited (the "Company")

8 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

Date of creation of charge

Date of creation

d2 d8 m1 m2 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A legal charge dated 28 December 2012 (the "**Legal Charge**") between the
Company in favour of Capita Trust Company Limited as trustee for each of
the Finance Parties (the "**Common Security Trustee**")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All the Liabilities and all other present and
future liabilities and obligations at any time due,
owing or incurred by each Debtor to any Common
Secured Party under the Common Secured Debt
Documents, both actual and contingent and whether
incurred solely or jointly and as principal or
surety or in any other capacity (the "**Secured
Obligations**")

Continuation page

Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	Capita Trust Company Limited
Address	4th Floor, 40 Dukes Place, London
Postcode	E C 3 A 7 N H
Name	
Address	
Postcode	

Continuation page

Please use a continuation page if you need to enter more details

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Please see continuation sheet attached

Continuation page

Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Clifford Chance LLP* X

This form must be signed by a person with an interest in the registration of the 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Sarah Chapman (70-40536723)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000

**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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

**Important information**

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

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 SECURITY</p> <p>Pursuant to the Legal Charge, the Company charged with full title guarantee in favour of the Common Security Trustee (as trustee for the benefit of the Finance Parties) as continuing security for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property</p> <p>2 DEFINED TERMS</p> <p>2.1 In this Form MG01 the following terms have the following meanings</p> <p>"Agents" means the Senior Agent and the Mezzanine Agent</p> <p>"Arrangers" means the Senior Arrangers and the Mezzanine Arrangers</p> <p>"Charged Property" means all of the assets which from time to time are, or are expressed to be, the subject of the Common Transaction Security</p> <p>"Chargors" means The Berkeley Hotel Limited, Goldrange Properties Limited, Claridge's Hotel Holdings Limited, Claridge's Hotel Limited, The Connaught Hotel Limited, Connaught F&B Limited, Maybourne Hotels Limited, Brook Street 1 Ltd, Brook Street 2 Ltd, 41-43 Brook Street LLP, Bluedraft Limited, Westark Properties Limited, Shapeloose Limited, Raglan Real Estate Acquisition Company, Westone Hotel Acquisitions Company, MHG Senior Borrower Limited, The Senior Parent, Brook Street Trustee Co Number 1 Limited and Brook Street Trustee Co Number 2 Limited (each a "Chargor")</p> <p>"Common Secured Debt Document" means the Finance Documents and the Mezzanine Finance Documents</p> <p>"Common Secured Parties" means the Common Security Trustee, any Receiver or Delegate and each of the Agents, the Arrangers and the Primary Creditors from time to time but, in the case of each Agent, Arranger or Primary Creditor, only if it is a party to the Intercreditor Agreement or (in the case of an Agent or a Primary Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to the Intercreditor Agreement</p> <p>"Common Security Document" means,</p> <ul style="list-style-type: none"> (a) the Debenture, (b) each Legal Charge, and (c) any document designated in writing as such by the Agent and the Obligors' Agent as agent for the Obligors <p>"Common Security Trustee" means Capita Trust Company Limited</p> <p>"Common Transaction Security" means any Security created or evidenced or expressed to</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

be created or evidenced under or pursuant to the Common Security Documents which to the extent legally possible

- (a) is created in favour of the Common Security Trustee as trustee for the other Common Secured Parties in respect of their Liabilities, or
- (b) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Common Security Trustee as trustee for the Common Secured Parties is created in favour of
 - (i) all the Common Secured Parties in respect of their Liabilities, or
 - (ii) the Common Security Trustee under a parallel debt structure for the benefit of all the Common Secured Parties,
- (c) and which ranks in the order of priority contemplated in to the Intercreditor Agreement

"Coroin" means Coroin Limited

"Creditors" means the Primary Creditors, the Intra-Group Lenders, the Senior Parent and the Mezzanine Borrower

"Debenture" means the debenture dated 28 December 2012 between the Chargors in favour of the Common Security Trustee

"Debt Document" means each of the Intercreditor Agreement, the Finance Documents, any agreement evidencing the terms of the Senior Parent Liabilities, the Intra-Group Liabilities or the Mezzanine Borrower Liabilities and any other document designated as such by, prior to the Senior Discharge Date, the Common Security Trustee and the Senior Borrower and, on and from the Senior Discharge Date, the Mezzanine Security Agent and the Mezzanine Borrower

"Debtors" means the Senior Borrower, The Senior Parent, The Berkeley Hotel Limited, Goldrange Properties Limited, Claridge's Hotel Holdings Limited, Claridge's Hotel Limited, The Connaught Hotel Limited, Connaught F&B Limited, Maybourne Hotels Limited, Brook Street 1 Ltd, Brook Street 2 Ltd, 41-43 Brook Street LLP, Bluedraft Limited, Westark Properties Limited, Shapeloose Limited, Raglan Real Estate Acquisition Company and Westone Hotel Acquisitions Company

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Common Security Trustee

"Duty of Care Agreement" means the duty of care agreement dated 28 December 2012 between, amongst others, Bluedraft Limited, Claridge's Hotel Holdings Limited, The Connaught Hotel Limited, Goldrange Properties Limited, David Menzies Management

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Services Ltd as managing agent, the Agents and the Common Security Trustee</p> <p>"Facility Agreement" means the Senior Facility Agreement and the Mezzanine Facility Agreement</p> <p>"Final Discharge Date" means the later to occur of the Senior Discharge Date and the Mezzanine Discharge Date</p> <p>"Finance Documents" means the Facility Agreements, the Debenture, the Intercreditor Agreement, the Duty of Care Agreement, the Hedge Document, each Legal Charge, the Mezzanine Debentures, the Subordination Agreement any transfer certificate, any assignment agreement, any fee letter, any accession letter, any utilisation request and any other document designated as such in accordance with the terms of the Facility Agreements</p> <p>"Finance Parties" means the Agents, the Arrangers, the Common Security Trustee and the Lenders</p> <p>"Group" means the Senior Parent and its Subsidiaries for the time being</p> <p>"Guarantors" means MHG Senior Borrower Limited, The Senior Parent, The Berkeley Hotel Limited, Goldrange Properties Limited, Claridge's Hotel Holdings Limited, Claridge's Hotel Limited, The Connaught Hotel Limited, Connaught F&B Limited, Maybourne Hotels Limited, Brook Street 1 Ltd, Brook Street 2 Ltd, 41-43 Brook Street LLP, Bluedraft Limited, Westark Properties Limited, Shapeloose Limited, Raglan Real Estate Acquisition Company and Westone Hotel Acquisitions Company</p> <p>"Hedge Document" means each of the documents entered into by the Senior Borrower and a counterparty as the case may be evidencing or relating to any interest or currency swap, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction entered into in connection with protection against or benefit from fluctuation in interest or currency rates in respect of the loan under the Senior Facility Agreement</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Debenture and made between, amongst others, the Agents, the Lenders, the Arrangers, the Senior Borrower, the Debtors, the Intra-Group Lenders, Coroin Limited and the Common Security Trustee</p> <p>"Intra-Group Lenders" means MHG Senior Borrower Limited, The Berkeley Hotel Limited, Goldrange Properties Limited, Claridge's Hotel Holdings Limited, Claridge's Hotel Limited, The Connaught Hotel Limited, Connaught F&B Limited, Maybourne Hotels Limited, Brook Street 1 Ltd, Brook Street 2 Ltd, 41-43 Brook Street LLP, Bluedraft Limited, Westark Properties Limited, Shapeloose Limited, Raglan Real Estate Acquisition Company and Westone Hotel Acquisitions Company</p> <p>"Intra-Group Liabilities" means the Liabilities owed by any member of the Group to any</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

of the Intra-Group Lenders (other than the Senior Parent Liabilities)

"Lenders" means the Senior Lenders and the Mezzanine Lenders

"Liabilities" means all present and future liabilities and obligations at any time of any Debtor to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

"Mezzanine Agent" means Situs Asset Management Limited

"Mezzanine Arranger" means Starwood Property Mortgage, L L C , Starfin Lux S À R L, Royal Bank of Canada, London Branch and Pluto Investment S À R L

"Mezzanine Borrower" means MHG Mezz Borrower Limited

"Mezzanine Borrower Intercompany Loan Agreement" means any intercompany loan agreement between the Senior Parent as borrower and the Mezzanine Borrower as lender

"Mezzanine Borrower Intercompany Loan" means a loan advanced to the Senior Parent by the Mezzanine Borrower under the Mezzanine Borrower Intercompany Loan Agreement or otherwise

"Mezzanine Borrower Liabilities" means all Liabilities owed by the Senior Parent to the Mezzanine Borrower under the Mezzanine Borrower Intercompany Loan

"Mezzanine Creditors" means each Mezzanine Agent, each Mezzanine Arranger and each Mezzanine Lender

"Mezzanine Debentures" means each of

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) the first ranking debenture dated on or about the date of the Intercreditor Agreement and granted by Coroin to the Mezzanine Security Agent over all of the assets of Coroin,
- (b) the first ranking debenture dated on or about the date of the Intercreditor Agreement and granted by Mezzanine Holdco to the Mezzanine Security Agent over all of the assets of Mezzanine Holdco,
- (c) the first ranking debenture dated on or about the date of the Intercreditor Agreement and granted by the Mezzanine Borrower to the Mezzanine Security Agent over all of the assets of the Mezzanine Borrower

"Mezzanine Discharge Date" means the first date on which all Mezzanine Liabilities have been fully and finally discharged to the satisfaction of the Mezzanine Agent, whether or not as a result of an enforcement, and the Mezzanine Creditors are under no further obligation to provide financial accommodation to the Mezzanine Borrower under the Mezzanine Finance Documents

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 22 December 2012 between Coroin, the Mezzanine Borrower, the Mezzanine Guarantors, the Mezzanine Arrangers, the Mezzanine Lenders, the Mezzanine Agent and the Mezzanine Security Agent

"Mezzanine Finance Documents" means each of:

- (a) the Mezzanine Facility Agreement,
- (b) the Common Security Documents,
- (c) the Mezzanine Debentures
- (d) the Intercreditor Agreement
- (e) the Duty of Care Agreement,
- (f) each transfer certificate,
- (g) each assignment agreement,
- (h) each mezzanine fee letter,
- (i) the utilisation request,
- (j) the Subordination Agreement, and
- (k) any document designated in writing as such by the Mezzanine Agent and the

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Mezzanine Obligor's Agent</p> <p>"Mezzanine Guarantors" means Coroin and Mezzanine Holdco</p> <p>"Mezzanine Holdco" means Maybourne Mezzanine Holdco Limited and any of its successors in title, transferees and assignees</p> <p>"Mezzanine Lenders" means Starwood Property Mortgage, L L C , Starfin Lux S.À R L, Royal Bank of Canada, London Branch and Pluto Investment S À R L</p> <p>"Mezzanine Liabilities" means the Liabilities owed by the Mezzanine Borrower and the Debtors to the Mezzanine Creditors under or in connection with the Mezzanine Finance Documents</p> <p>"Mezzanine Obligor's Agent" means the Mezzanine Borrower</p> <p>"Mezzanine Security Agent" means Capita Trust Company Limited</p> <p>"Mortgaged Property" means The Berkeley Hotel, Knightsbridge SW1 (with title numbers NGL338774, NGL310812 and NGL898710)</p> <p>"Obligors" means Coroin, the Senior Borrower, each of the Guarantors and "Obligor" means any one of them</p> <p>"Obligors' Agent" means Maybourne Hotels Limited</p> <p>"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)</p> <p>"Primary Creditors" means the Senior Facility Creditors, Mezzanine Agent, each Mezzanine Arranger and each Mezzanine Lender</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p> <p>"Relevant Facility Agreement" means</p> <ul style="list-style-type: none"> (a) prior to the Senior Discharge Date, the Senior Facility Agreement; (b) on or after the Senior Discharge Date and at any time until the Mezzanine Discharge Date, the Mezzanine Facility Agreement, and <p style="padding-left: 40px;">on or after the Mezzanine Discharge Date, the Senior Facility Agreement</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Security Period" means the period beginning on the date of the Debenture and ending on the Final Discharge Date</p> <p>"Senior Agent" means Situs Asset Management Limited</p> <p>"Senior Arrangers" means Merrill Lynch International, Royal Bank of Canada, London Branch and Wells Fargo Bank, N A , London Branch</p> <p>"Senior Borrower" means MHG Senior Borrower Limited</p> <p>"Senior Discharge Date" means the first date on which all Senior Facility Liabilities have been fully and finally discharged to the satisfaction of the Senior Agent, whether or not as the result of an enforcement, and the Senior Facility Creditors are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents</p> <p>"Senior Facility Agreement" means the senior facility agreement dated 22 December 2012 between Coroin, the Senior Borrower, the Guarantors, the Senior Arrangers, the Senior Lenders, the Senior Agent and the Common Security Trustee</p> <p>"Senior Facility Creditors" means each Senior Agent, Senior Arranger and the Senior Lender</p> <p>"Senior Facility Liabilities" means the Liabilities owed by the Debtors to the Senior Facility Creditors under the Finance Documents</p> <p>"Senior Lenders" means Bank of America, National Association, London Branch, Royal Bank of Canada, London Branch and Wells Fargo Bank, N A , London Branch</p> <p>"Senior Parent" means MHG Senior Holdco Limited</p> <p>"Senior Parent Liabilities" means all Liabilities owed by the Senior Borrower to the Senior Parent under any relevant Senior Parent Loan</p> <p>"Senior Parent Loan Agreement" means an intra-group loan agreement dated on or about the date of the Intercreditor Agreement between the Senior Borrower as borrower and the Senior Parent as lender</p> <p>"Senior Parent Loan" means a loan advanced by the Senior Parent to the Senior Borrower under the Senior Parent Loan Agreement</p> <p>"Subordination Agreement" means the subordination agreement dated 28 December 2012 between the Subordinated Debtors, the Subordinated Creditors and the Mezzanine Security Agent</p> <p>"Subordinated Debtors" means the Senior Parent, the Mezzanine Holdco, the Mezzanine</p>

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Borrower and Coroin

"**Subordinated Creditors**" means Coroin, the Mezzanine Holdco and the Mezzanine Borrower

"**Subsidiary**" means in relation to any partnership, company, corporation or an unincorporated corporation (in this definition, an "**entity**"), an entity

- (a) which is controlled, directly or indirectly, by the first mentioned entity,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned entity, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned entity,

and for this purpose, an entity shall be treated as being controlled by another if that other entity is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

2.2 Terms defined elsewhere

Terms not expressly defined in this Form MG01 have the meanings given to those terms in the Intercreditor Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3669260
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 28
DECEMBER 2012 AND CREATED BY THE BERKELEY HOTEL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH DEBTOR TO ANY COMMON SECURED PARTY
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JANUARY
2013

Dx



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**