Companies House

MR01(ef)

Registration of a Charge

Company name: **COROIN LIMITED**

Company number: **05091711**

Received for Electronic Filing: **12/05/2020**

X94W9K25

Details of Charge

Date of creation: **26/04/2020**

Charge code: **0509 1711 0011**

Persons entitled: **QIB (UK) PLC**

Brief description: **N/A**

Contains fixed charge(s).

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

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: **ALLEN & OVERY LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5091711

Charge code: 0509 1711 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2020 and created by COROIN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th May 2020 .

Given at Companies House, Cardiff on 13th May 2020

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

GUARANTEE AND SECURITY CONFIRMATION AGREEMENT

DATED 26 April 2020

BETWEEN

CLARIDGE'S HOTEL HOLDINGS LIMITED
as Company

AND

THE ENTITIES LISTED IN SCHEDULE 1
as Chargors

AND

THE ENTITIES LISTED IN SCHEDULE 2
as Guarantors

AND

BARWA BANK Q.S.C.
as Investment Agent

AND

QIB (UK) PLC
as Security Agent

THIS DEED is dated 26 April 2020 and is made

BETWEEN:

(1) **CLARIDGE'S HOTEL HOLDINGS LIMITED**, a limited liability company registered in England and Wales with registered number 03669265 and registered office at 27 Knightsbridge, London, SW1X 8LY (the **Company**);

(2) **THE ENTITIES** list in Schedule 1 (Chargors) (each a **Chargor**);

(3) **THE ENTITIES** list in Schedule 2 (Guarantors) (each a **Guarantor**);

(4) **BARWA BANK Q.S.C.**, incorporated in the State of Qatar and having its principal place of business at PO Box 27778, Doha, State of Qatar (the **Investment Agent**) as agent for and on behalf of the Participants (as defined in the Master Murabaha Agreement (defined below)); and

(5) **QIB (UK) PLC**, (the **Security Agent**) as security agent for the Finance Parties (as defined in the Master Murabaha Agreement (defined below)),

(together the **Parties** and each a **Party**).

BACKGROUND

Each Obligor enters into this Deed in connection with the master murabaha agreement dated on or about the date of this Deed between the Company and the Investment Agent (**Master Murabaha Agreement**).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Debenture means the debenture dated 11 December 2017 entered into between the Obligors as chargors and the Security Agent.

Guarantee Agreement means the guarantee agreement dated 11 December 2017 entered into between certain of the Obligors and the Investment Agent.

Secured Liabilities has the meaning given to it in the Debenture (including for the avoidance of doubt, amounts owing under the Finance Documents).

1.2 Construction

(a) Capitalised terms defined in the Master Murabaha Agreement have the same meaning in this Deed unless expressly defined in this Deed or the context otherwise requires.

(b) The provisions of section 1.2 (Interpretation) of the Master Murabaha Agreement shall apply to this Deed as though they were set out in full in this Deed (*mutatis mutandis*), except that references in that section to the Master Murabaha Agreement are to be construed as references to this Deed.

2. SUPPLEMENTAL SECURITY

(a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

(b) All the security created under this Deed:

(i) is created in favour of the Security Agent;

(ii) is created over present and future assets of the Chargor;

(iii) is security for the payment of all the Secured Liabilities; and

(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(c) Each Chargor charges and assigns (as applicable) its Security Assets on the same terms set out in clause 2 (Creation of Security) of the Debenture and otherwise on the terms set out in the Debenture *mutatis mutandi*, save that such security will be second ranking.

(d) The Security Agent holds the benefit of this Deed and this security on trust for the Finance Parties.

3. REPRESENTATIONS

3.1 Representations

The representations and warranties set out in this Clause are made by each Obligor to the Investment Agent and the Security Agent on the date of this Deed.

3.2 Binding obligations

(a) Subject to the Legal Reservations and the Perfection Requirements, the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations.

(b) This Deed is in the proper form for its enforcement in the jurisdiction of its incorporation.

3.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (howsoever described) under any such agreement or instrument to an extent which would have a Material Adverse Effect.

3.4 Power and authority

It has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, this Deed and the transactions contemplated by this Deed.

3.5 Validity and admissibility in evidence

Save as provided in the Legal Reservations, all Authorisations required:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and

(b) to make this Deed admissible in evidence in England and Wales,

have been obtained or effected and are in full force and effect.

4. FINANCE DOCUMENTS

The Investment Agent and the Company hereby designate each Finance Document to be a "Finance Document" as defined in and for the purposes of the Original Master Murabaha Agreement.

5. GUARANTEE CONFIRMATION

Each Guarantor:

(a) acknowledges receipt of a copy of each Finance Document;

(b) acknowledges that each Finance Document is a "Finance Document" under and for the purposes of the Guarantee Agreement; and

(c) confirms that its guarantee:

(i) continues in full force and effect; and

(ii) extends to the obligations of the Company under each Finance Document.

6. SECURITY CONFIRMATION

(a) Each Chargor:

(i) acknowledges that each Finance Document is a "Finance Document" under and for the purposes of the Debenture;

(ii) confirms that any security created by it under the Debenture extends to the obligations and liabilities of the Company under each Finance Document;

(iii) confirms that the "Secured Liabilities" under and as defined in the Debenture includes the obligations and liabilities of the Company under each Finance Document; and

(iv) confirms that the security created by it under the Debenture continues in full force and effect.

7. MISCELLANEOUS

(a) This Deed is a Finance Document.

(b) This Deed 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 Deed.

8. GOVERNING LAW

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

9. ENFORCEMENT

9.1 Jurisdiction

(a) The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).

(b) The Parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) This Clause 9.1 (Jurisdiction) is for the benefit of the Investment Agent and Security Agent only. As a result, to the extent allowed by law:

(i) the Investment Agent and Security Agent will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and

(ii) the Investment Agent and Security Agent may take concurrent proceedings in any number of jurisdictions.

9.2 Waiver of immunity

Each Obligor irrevocably and unconditionally:

(a) agrees not to claim any immunity from proceedings brought by Investment Agent or Security Agent in relation to this Deed and to ensure that no such claim is made on its behalf;

(b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and

(c) waives all rights of immunity in respect of it or its assets.

THIS DEED has been entered into on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Name	Jurisdiction	Company Number
Claridge's Hotel Holdings Limited	England and Wales	03669265
Claridge's Hotel Limited	England and Wales	00029022
Bluedraft Limited	England and Wales	05518968
Brook Street Trustee Co Number 1 Limited	England and Wales	06526381
Brook Street Trustee Co Number 2 Limited	England and Wales	06526384
Brook Street 2 Ltd	England and Wales	06516559
Coroin Limited	England and Wales	05091711
Maybourne Mezzanine Holdco Limited	England and Wales	08313658
MHG Mezz Borrower Limited	England and Wales	08313544
MHG Senior Holdco Limited	England and Wales	08313647
MHG Senior Borrower Limited	England and Wales	08313665
41 - 43 Brook Street LLP	England and Wales	OC335486

SCHEDULE 2

GUARANTORS

Name	Jurisdiction	Company Number
Claridge's Hotel Limited	England and Wales	00029022
Bluedraft Limited	England and Wales	05518968
Brook Street Trustee Co Number 1 Limited	England and Wales	06526381
Brook Street Trustee Co Number 2 Limited	England and Wales	06526384
Brook Street 2 Ltd	England and Wales	06516559
Coroin Limited	England and Wales	05091711
Maybourne Mezzanine Holdco Limited	England and Wales	08313658
MHG Mezz Borrower Limited	England and Wales	08313544
MHG Senior Holdco Limited	England and Wales	08313647
MHG Senior Borrower Limited	England and Wales	08313665

SIGNATORIES

Company

EXECUTED AS A DEED by
CLARIDGE'S HOTEL HOLDINGS LIMITED
acting by

Liam Cunningham

Director

In the presence of:

Witness's signature:

Name: Hilary Cunningham

Address:

Chargors

EXECUTED AS A DEED by
CLARIDGE'S HOTEL HOLDINGS LIMITED)
acting by)
)

[redacted]

Liam Cunningham

Director

In the presence of:

Witness's signature [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by
CLARIDGE'S HOTEL LIMITED
acting by

Liam Cunningham

Director

)
)
)

[redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by)
41-43 BROOK STREET LLP)
acting by)
GRZEGORZ MAZUREK)
'A' Board Representative, duly authorised by)
BROOK STREET 2 LIMITED to sign on its behalf as) .....
member of **41-43 BROOK STREET LLP**) On behalf of member

and
LIAM CUNNINGHAM,)
'B Board Representative', duly authorised by)
BROOK STREET TRUSTEE CO NUMBER 1) .....
LIMITED to sign on its behalf as member of) On behalf of member
41-43 BROOK STREET LLP)
)

and
LIAM CUNNINGHAM,)
'B Board Representative', duly authorised by)
BROOK STREET TRUSTEE CO NUMBER 2) .....
LIMITED to sign on its behalf as member of) On behalf of member
41-43 BROOK STREET LLP)

EXECUTED AS A DEED by
41-43 BROOK STREET LLP
acting by
GRZEGORZ MAZUREK
'A' Board Representative, duly authorised by
BROOK STREET 2 LIMITED to sign on its behalf as
member of **41-43 BROOK STREET LLP**

.....
On behalf of member

and
LIAM CUNNINGHAM,
'B Board Representative', duly authorised by
BROOK STREET TRUSTEE CO NUMBER 1
LIMITED to sign on its behalf as member of
41-43 BROOK STREET LLP

[redacted]
.....
On behalf of member

and
LIAM CUNNINGHAM,
'B Board Representative', duly authorised by
BROOK STREET TRUSTEE CO NUMBER 2
LIMITED to sign on its behalf as member of
41-43 BROOK STREET LLP

[redacted]
.....
On behalf of member

EXECUTED AS A DEED by)
BLUEDRAFT LIMITED)
acting by)

Liam Cunningham

Director

In the presence of:

Witness's signature

Name: Hilary Cunningham

Address:

EXECUTED AS A DEED by
BROOK STREET TRUSTEE CO NUMBER 1 LIMITED
acting by

[redacted]

Liam Cunningham

Director

In the presence of:

Witness's signature [redacted]

Name: Hilary Cunningham [redacted]

Address: [redacted]

EXECUTED AS A DEED by
BROOK STREET TRUSTEE CO NUMBER 2 LIMITED
acting by

[redacted]

Liam Cunningham

Director

In the presence of:

Witness's signature [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by
BROOK STREET 2 LTD
acting by

Liam Cunningham

Director

[redacted]

In the presence of:

Witness's signature [redacted]

Name: Hilary Cunningham

Address: [redacted]

[redacted]

EXECUTED AS A DEED by)
COROIN LIMITED)
acting by)

Michele Faissola

Director

In the presence of:

Witness's signature: [redacted]

Name: MARIA FAISSOLA

Address: [redacted]

EXECUTED AS A DEED by
MAYBOURNE MEZZANINE HOLDCO LIMITED
acting by

[redacted]

Liam Cunningham

Director

In the presence of:

Witness's signature [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by
MHG MEZZ BORROWER LIMITED
acting by

Liam Cunningham

Director

[redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by
MHG SENIOR HOLDCO LIMITED
acting by

Liam Cunningham

Director

)
)
)

[redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by
MHG SENIOR BORROWER LIMITED
acting by

Liam Cunningham

Director

)
)
)
[redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

LLP Trustees

EXECUTED AS A DEED by **BROOK STREET TRUSTEE CO NUMBER 1 LIMITED** and **BROOK STREET TRUSTEE CO NUMBER 2 LIMITED** in their capacity as nominees for **BROOK STREET 2 LIMITED** acting by Liam Cunningham

Director [redacted]

and

Director [redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham [redacted]

Address: [redacted]

Guarantors

EXECUTED AS A DEED by
CLARIDGE'S HOTEL LIMITED
acting by

Liam Cunningham

Director

[redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham [redacted]

Address: [redacted]

EXECUTED AS A DEED by
BLUEDRAFT LIMITED
acting by

Liam Cunningham

Director

)
)
)

[redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by
BROOK STREET TRUSTEE CO NUMBER 1 LIMITED
acting by

[redacted]

Liam Cunningham

Director

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham [redacted]

Address: [redacted]

EXECUTED AS A DEED by
BROOK STREET TRUSTEE CO NUMBER 2 LIMITED
acting by

[redacted]

Liam Cunningham

Director

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by
BROOK STREET 2 LTD
acting by

Liam Cunningham

Director

[redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

[redacted]

EXECUTED AS A DEED by
COROIN LIMITED
acting by

Michele Faissola

Director

In the presence of: DARIA FAISSOLA

Witness's signature: [redacted]

Name: DARIA FAISSOLA

Address: [redacted]

EXECUTED AS A DEED by)
MAYBOURNE MEZZANINE HOLDCO LIMITED)
acting by)

[redacted]

Liam Cunningham

Director

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by
MHG MEZZ BORROWER LIMITED
acting by

Liam Cunningham

Director

[redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by
MHG SENIOR HOLDCO LIMITED
acting by

Liam Cunningham

Director

)
)
)
[redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

EXECUTED AS A DEED by
MHG SENIOR BORROWER LIMITED
acting by

Liam Cunningham

Director

)
)
)

[redacted]

In the presence of:

Witness's signature: [redacted]

Name: Hilary Cunningham

Address: [redacted]

Investment Agent

SIGNED for and on behalf of
BARWA BANK Q.S.C.

Signature: [redacted]

Name:

Title:

KHALID YOUSEF AL-SUBEAI
GROUP CEO
BARWA BANK GROUP

Security Agent

EXECUTED AS A DEED

For and on behalf of **QIB (UK) PLC**

By:

[redacted]

Digitally signed by Duncan Steele-Bodger
Date: 2020.04.24 12:30:12 +01'00'

[redacted]

Digitally signed by Alex Kerslake
Date: 2020.04.24 13:37:02 +01'00'