



Registration of a Charge

Company Name: **MHG SENIOR HOLDCO LIMITED**

Company Number: **08313647**



XBGEQ3EZ

Received for filing in Electronic Format on the: **09/11/2022**

Details of Charge

Date of creation: **07/11/2022**

Charge code: **0831 3647 0007**

Persons entitled: **QIB (UK) PLC AS SECURITY AGENT**

Brief description: **ALL OF THE CHARGOR'S KNOW-HOW, PATENT, TRADE MARK, SERVICE MARK, DESIGN, BUSINESS NAME, TOPOGRAPHICAL OR SIMILAR RIGHTS. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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:

PARIDHI PODDAR



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8313647

Charge code: 0831 3647 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2022 and created by MHG SENIOR HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2022 .

Given at Companies House, Cardiff on 11th November 2022

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 7 November **2022**

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

DUKHAN BANK Q.S.C.
as Investment Agent

AND

QIB (UK) PLC
as Security Agent

ALLEN & OVERY

Allen & Overy LLP

THIS DEED is dated 7 November 2022 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) **DUKHAN 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 Amended and Restated Master Murabaha Agreement (defined below)); and
- (5) **QIB (UK) PLC**, (the **Security Agent**) as security agent for the Finance Parties (as defined in the Amended and Restated Master Murabaha Agreement (defined below)),

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

BACKGROUND

Each Obligor enters into this Deed in connection with the amendment and restatement of the Master Murabaha Agreement pursuant to an amendment agreement dated on or about the date of this Deed between the Company as purchaser and the Investment Agent.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Amended and Restated Master Murabaha Agreement means the amended and restated form of the Master Murabaha Agreement as set out in schedule 2 of the amendment agreement dated on or about the date of this deed and made between the Company as purchaser and the Investment Agent.

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

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

Master Murabaha Agreement means the murabaha agreement dated 11 December 2017 between the Company as purchaser 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 Amended and Restated 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 clauses 1.2 (Interpretation) and 1.4 (Third party rights) of the Amended and Restated 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 Amended and Restated Master Murabaha Agreement or a Finance Document are to be construed as references to or including (as applicable) 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 and subject to the security created by the Debenture.
- (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. 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 and liabilities of the Company under each Finance Document.

5. SECURITY CONFIRMATION

Each Chargor:

- (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 Debenture;
- (c) confirms that any security created by it under the Debenture extends to the obligations and liabilities of the Company under each Finance Document;
- (d) 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
- (e) confirms that the security created by it under the Debenture continues in full force and effect.

6. 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.

7. CONTRACTUAL RECOGNITION OF BAIL-IN

The provisions of clause 18 (Bail-in) of the Amended Investment Agency Agreement apply to this Deed as though they were set out in full in this Deed except that references to any Finance Document are to be construed as references to this Deed and references to the parties to the Amended Investment Agency Agreement are to be construed as references to the parties to 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
1. Claridge's Hotel Holdings Limited	England and Wales	03669265
2. Claridge's Hotel Limited	England and Wales	00029022
3. Bluedraft Limited	England and Wales	05518968
4. Brook Street Trustee Co Number 1 Limited	England and Wales	06526381
5. Brook Street Trustee Co Number 2 Limited	England and Wales	06526384
6. Brook Street 2 Ltd	England and Wales	06516559
7. Coroin Limited	England and Wales	05091711
8. Maybourne Mezzanine Holdco Limited	England and Wales	08313658
9. MHG Mezz Borrower Limited	England and Wales	08313544
10. MHG Senior Holdco Limited	England and Wales	08313647
11. MHG Senior Borrower Limited	England and Wales	08313665
12. 41 - 43 Brook Street LLP	England and Wales	OC335486

SCHEDULE 2**GUARANTORS**

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

SIGNATORIES

Company

EXECUTED AS A DEED by
CLARIDGE’S HOTEL HOLDINGS LIMITED
acting by
Jeremy David Cape

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DocuSigned by:
[Redacted]
1381B508D12B468...

Director

In the presence of:

Witness's signature:

DocuSigned by:
[Redacted]
1C5DDDD3C0CB04F2...

Name:

Shaan Lodi

Address:

Doha, Qatar

Chargors

EXECUTED AS A DEED by
CLARIDGE’S HOTEL HOLDINGS LIMITED
acting by Jeremy David Cape

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DocuSigned by:

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Director

In the presence of:

Witness's signature:

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Name:

Shaan Lodi

Address:

Doha, Qatar

EXECUTED AS A DEED by
CLARIDGE’S HOTEL LIMITED
acting by **Jeremy David Cape**

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Director

In the presence of:

Witness's signature:

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Shaan Lodi


Name:

Address:

Doha, Qatar


EXECUTED AS A DEED by)
41-43 BROOK STREET LLP)
acting by)
)

‘A’ Board Representative, duly authorised by)
BROOK STREET 2 LIMITED to sign on its behalf as)
member of 41-43 BROOK STREET LLP)

DocuSigned by:

.....1381B508D12B468.....
On behalf of member


and)
)

‘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)
)

DocuSigned by:

.....3818C13A635B4FB.....
On behalf of member


and)
)

‘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)

DocuSigned by:

.....3818C13A635B4FB.....
On behalf of member

EXECUTED AS A DEED by
BLUEDRAFT LIMITED
acting by **Jeremy David Cape**


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Director

In the presence of:

Witness's signature:

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Name:

Shaan Lodi

Address:

Doha, Qatar

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

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Director

In the presence of:

Witness's signature:

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Shaan Lodi

Name:

Address:

Doha, Qatar

EXECUTED AS A DEED by)
BROOK STREET TRUSTEE)
CO NUMBER 2 LIMITED)
acting by Jeremy David Cape)

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Director

In the presence of:

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Shaan Lodi

Name:

Address: Doha, Qatar

EXECUTED AS A DEED by
BROOK STREET 2 LTD
acting by Jeremy David Cape

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Director

In the presence of:

Witness's signature:

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Shaan Lodi

Name:

Address:

Doha, Qatar

EXECUTED AS A DEED by
COROIN LIMITED
acting by Nasir Pasha

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Director

In the presence of:

Witness's signature:

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Shaan Lodi

Name:

Address: Doha, Qatar

EXECUTED AS A DEED by)
MAYBOURNE MEZZANINE HOLDCO)
LIMITED)
acting by Jeremy David Cape)

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Director

In the presence of:

Witness's signature:

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Name:

Shaan Lodi

Address:

Doha, Qatar

EXECUTED AS A DEED by
MHG MEZZ BORROWER LIMITED
acting by

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Director

In the presence of:

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Name:


Shaan Lodi

Address:

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EXECUTED AS A DEED by
MHG SENIOR HOLDCO LIMITED
acting by **Jeremy David Cape**


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EXECUTED AS A DEED by
MHG SENIOR BORROWER LIMITED
acting by Jeremy David Cape

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Director

In the presence of:

Witness's signature:

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Shaan Lodi


Name:

Address:

Doha, Qatar

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 Nasir Pasha**

DocuSigned by:

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Director

and Nasir Pasha

Director

In the presence of:

Witness's signature:

DocuSigned by:

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Name:

Shaan Lodi

Address:

Doha, Qatar

Guarantors

**EXECUTED AS A DEED by
CLARIDGE’S HOTEL LIMITED
acting by**

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Director

In the presence of:

Witness's signature:

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Name:


Shaan Lodi

Address:

Doha, Qatar

EXECUTED AS A DEED by
BLUEDRAFT LIMITED
acting by **Jeremy David Cape**

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Director

In the presence of:

Witness's signature:

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Shaan Lodi

Name:

Address:

Doha, Qatar

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

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Director

In the presence of:

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BROOK STREET TRUSTEE
CO NUMBER 2 LIMITED
acting by **Jeremy David Cape**

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In the presence of:

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Shaan Lodi

Doha, Qatar

EXECUTED AS A DEED by
BROOK STREET 2 LTD
acting by **Jeremy David Cape**


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Director

In the presence of:

Witness's signature:

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Name:

Shaan Lodi

Address:

Doha, Qatar

EXECUTED AS A DEED by
COROIN LIMITED
acting by Nasir Pasha

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Director

In the presence of:

Witness's signature:

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Name:

Shaan Lodi

Address:

Doha, Qatar

EXECUTED AS A DEED by
MAYBOURNE MEZZANINE HOLDCO
LIMITED
acting by **Jeremy David Cape**

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Director

In the presence of:

Witness's signature:

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EXECUTED AS A DEED by
MHG MEZZ BORROWER LIMITED
acting by **Jeremy David Cape**

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Director

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Doha, Qatar

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Director

In the presence of:

Witness's signature:

DocuSigned by:

1C5DD3C0CB04F2...

Name:

Shaan Lodi

Address:

Doha, Qatar

Investment Agent

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



Signature:

Name: Chaouki Daher

Title: GM - Head of Private Banking

Security Agent

EXECUTED AS A DEED

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

By:



Digitally signed
by Alex Kerslake
Date: 2022.11.07
11:28:48 Z



Digitally signed by
Duncan Steele-
Bodger
Date: 2022.11.07
12:45:13 Z



Digitally signed
by Imran Zaidi
Date: 2022.11.07
12:58:33 Z