



Registration of a Charge

Company Name: **WEMBLEY (HOTEL TRADING) LIMITED**

Company Number: **05701922**



Received for filing in Electronic Format on the: **12/01/2023**

XBV310MO

Details of Charge

Date of creation: **11/01/2023**

Charge code: **0570 1922 0004**

Persons entitled: **FIRST ABU DHABI BANK PJSC AS SECURITY AGENT AND TRUSTEES FOR CERTAIN FINANCE PARTIES**

Brief description: **ALL OF THE CHARGOR'S RIGHTS AND INTERESTS IN (I) ANY KNOW-HOW, PATENT, TRADE MARK, SERVICE MARK, DESIGN, BUSINESS NAME, TOPOGRAPHICAL OR SIMILAR RIGHTS AND (II) A LEASE OF PREMISES AT PART GROUND, FIRST AND SECOND FLOORS, AND THE WHOLE OF THE THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH AND THE AIRSPACE ABOVE THE TENTH FLOORS AT THE HILTON HOTEL, LAKESIDE WAY, WEMBLEY HA9 0BU DATED 25 NOVEMBER BETWEEN DNIC WEMBLEY PROPCO S.A.R.L AND WEMBLEY (HOTEL TRADING) LIMITED FOR A TERM OF FIVE YEARS COMMENCING ON 25 NOVEMBER 2015, AS AMENDED ON 20 NOVEMBER 2020 PURSUANT TO WHICH SUCH LEASE WAS EXTENDED UNTIL 25 NOVEMBER 2025.**

Contains fixed charge(s).

Contains floating 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: **PAR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5701922

Charge code: 0570 1922 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2023 and created by WEMBLEY (HOTEL TRADING) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2023 .

Given at Companies House, Cardiff on 13th January 2023

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

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ENGLISH LAW CONFIRMATORY SECURITY AGREEMENT

DATED 11 January 2023

BETWEEN

**THE ENTITIES LISTED IN SCHEDULE 1
as Chargors**

AND

**FIRST ABU DHABI BANK PJSC
as Security Agent**

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 11 January 2023 and is made

BETWEEN:

- (1) **THE ENTITIES** listed in Schedule 1 (Chargors) (each a **Chargor** and together, the **Chargors**); and
- (2) **FIRST ABU DHABI BANK PJSC** (formerly, First Gulf Bank PJSC) as security agent and trustee for the Secured Finance Parties under and as defined in the Original Facility Agreement (the **Security Agent**),

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

BACKGROUND

- (A) Pursuant to the Security Documents (as defined below), the Chargors created Security Interests over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Secured Finance Documents (as amended or supplemented) in favour of the Security Agent.
- (B) Subject to the occurrence of the Effective Date (as defined in the Amendment Agreement), the Original Facility Agreement (as defined below) shall be amended and restated by an amendment and restatement agreement dated on or about the date of this Deed between, among others, the Chargors and the Security Agent (the **Amendment Agreement**).
- (C) The Chargors and the Security Agent consider that the Security Interests created by the Chargors under the Security Documents to which they are a party secure payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not.
- (D) This Deed is supplemental to the Security Documents.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Amended Facility Agreement means the amended and restated form of the Original Facility Agreement as set out in schedule 4 of the Amendment Agreement.

Austrian Chargor means a Chargor incorporated under the laws of Austria.

Company means Al Habtoor Hotels Overseas LLC.

English Law Subordinated Finance Document has the meaning given to it in the Initial Obligor English Security Agreement.

Lease Document means:

- (a) the Wembley OpCo Lease Agreement;

- (b) the Wembley PropCo Lease Agreement; and
- (c) any other lease agreement to which a Chargor is a party and which the Security Agent has designated a Lease Document.

Original Facility Agreement means the facility agreement dated 27 September 2015 between, among others, the Company, the Facility Agent and the Security Agent.

Relevant Contract has the meaning given to such term in the relevant Security Document to which a Chargor is a party.

Related Rights has the meaning given to such term in the relevant Security Document to which a Chargor is a party.

Restricted Account has the meaning given to such term in the relevant Security Document to which a Wembley Chargor is a party.

Rental Income means the aggregate of all amounts paid or payable to or for the account of any Chargor in connection with a Lease Document to which it is a party.

Secured Liabilities has the meaning given to it in the Amended Facility Agreement (including for the avoidance of doubt, amounts owing under the Amended Facility Agreement).

Security Documents means each of the documents listed in Schedule 2.

Security Period means the period beginning on the date of this Deed and ending on the Secured Liabilities Discharge Date.

Wembley Chargor means each of Wembley (Hotel Trading) Limited, DNIC Luxembourg Wembley Holdings S.à r.l. and DNIC Wembley PropCo S.à r.l.

Wembley OpCo Lease Agreement has the meaning given to it in Schedule 3 (Real Property).

Wembley PropCo Lease Agreement means a lease dated 29 March 2013 for 250 years commencing on 29 March 2013 and made between (1) Quintain W05 (Groundlease) Limited, (2) HHW GP2 Limited on behalf of HHW Hotel LP, (3) Wembley City Estate Management Limited, (4) Gideon 3 Limited and Gideon 4 Limited and (5) Gideon 1 Limited and Gideon 2 Limited, and as varied by a deed dated 28 September 2017.

1.2 Construction

- (a) Capitalised terms defined in the Amended Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction), 1.3 (Currency symbols and definitions) and 1.4 (Third party rights) of the Amended Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Amended Facility Agreement or a Secured Finance Document will be construed as references to or including (as applicable) this Deed.
- (c) Any reference in this Deed to:
 - (i) a **Secured Finance Document** or other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Secured Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;

- (ii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
- (iii) any **share, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable; and
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 in each case, in relation to that share, stock, debenture, bond or other security or investment; and
- (iv) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of any Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Secured Finance Documents and of any side letters between any Parties in relation to any Secured Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent considers that an amount paid to a Secured Finance Party under a Secured Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a **Security Asset** includes the proceeds of any disposal of that Security Asset.

2. CREATION OF SECURITY

2.1 General

- (a) 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 each Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Finance Parties.
- (c) All the security created under this Deed:

- (i) is created in case the security created by the Security Documents does not secure all of the Secured Liabilities; and
 - (ii) is created in addition to and does not affect the security created by the Security Documents.
- (d) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Security Documents until such time as the Security Interests created by the Security Documents cease to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under any Security Document and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security Interest created by the relevant Security Document ceases to have effect at a time when this Deed still has effect.

2.2 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in the relevant Security Document;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

2.3 Insurances

Each Chargor charges, by way of a first fixed charge, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

2.4 Assignment of Relevant Contracts

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of each Relevant Contract and all Related Rights.

2.5 Miscellaneous

Each Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and

- (e) its uncalled capital.

2.6 Assignment of English Law Subordinated Finance Documents

Each Chargor assigns and agrees to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights, claims, title and interest from time to time in and to each English Law Subordinated Finance Document and all Related Rights.

2.7 Book debts etc.

Each Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

2.8 Other contracts

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document to which it is a party;
- (b) in respect of all Rental Income;
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document to which it is a party;
- (d) under any agreement relating to the purchase of a Mortgaged Property by a Chargor; and
- (e) under any other agreement, instrument or other document to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause.

2.9 Assignment of Hedging Agreements

The Company assigns and agrees to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights, claims, title and interest from time to time in and to each Hedging Agreement and all Related Rights.

2.10 Land

- (a) Each Wembley Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in part 1 of schedule 1 (Real Property) to each Security Document to which such Wembley Chargor is a party (which is reproduced in Schedule 3 (Real Property) to this Deed against the name of such Wembley Chargor); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (a)(i) above by way of first fixed charge all estates or interests in any freehold or leasehold property owned by such Wembley Chargor.

- (b) A reference in this Clause 2.10 (Land) to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Wembley Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.11 Investments

- (a) Each Wembley Chargor charges:
 - (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf; and
 - (ii) (to the extent that they are not the subject of a mortgage under Clause 2.11(a)(i) (Investments)) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in this Clause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

2.12 Plant and machinery

Each Wembley Chargor charges by way of a first fixed charge all plant and machinery owned by that Wembley Chargor and its interest in any plant or machinery in its possession.

2.13 Restricted credit balances

Each Wembley Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by that account.

2.14 Floating charge

- (a) Each Wembley Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Security Agent may by notice to the relevant Wembley Chargor convert the floating charge created by this Clause 2.14 (Floating charge) into a fixed charge as regards any of that Wembley Chargor's assets specified in that notice, if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.14 (Floating charge) may not be converted into a fixed charge solely by reason of:

- (i) the obtaining of a moratorium; or
- (ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986.

- (d) The floating charge created by this Clause 2.14 (Floating charge) will automatically convert into a fixed charge over all of the relevant Wembley Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Clause 2.14 (Floating charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.15 Performance of obligations

Notwithstanding Clause 2.4 (Assignment of Relevant Contracts), Clause 2.6 (Assignment of Hedging Agreements) and Clause 2.7 (Performance of English Law Subordinated Finance Documents), each relevant Chargor shall remain responsible for all of its liabilities and obligations relating to such Relevant Contract, Hedging Agreement and English Law Subordinated Finance Document, as applicable.

3. INCORPORATION

The provisions of each Security Document are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, other than clause 1 (Interpretation) and clause 2 (Creation of Security).

4. AUSTRIAN CAPITAL MAINTENANCE LIMITATIONS

- 4.1** Nothing in this Deed or a Security Document shall be construed to create any obligation of an Austrian Chargor to act in violation of mandatory Austrian capital maintenance rules (*Kapitalerhaltungsvorschriften*), including section 82 et seq. of the Austrian Act on Limited Liability Companies (*Gesetz über Gesellschaften mit beschränkter Haftung – GmbHG*) (the **Austrian Capital Maintenance Rules**), and all obligations of the Austrian Chargors under this Deed and the Security Agreements shall be limited in accordance with Austrian Capital Maintenance Rules.
- 4.2** Should any obligation under this Deed or a Security Document violate or contradict Austrian Capital Maintenance Rules and should therefore be held invalid or unenforceable, such obligation shall be deemed to be replaced by an obligation of a similar nature which is in compliance with Austrian Capital Maintenance Rules and which provides the best possible Security Interest in favour of the Security Agent and the other Secured Finance Parties. By way of example, should it be held that the Security Interest created under this Agreement and any Security Document is contradicting Austrian Capital Maintenance Rules in relation to any amount of the Secured Liabilities, the Security Interest created under this Deed and that Security Document shall be reduced to such a maximum amount of the Secured Liabilities which is permitted pursuant to Austrian Capital Maintenance Rules.
- 4.3** No reduction of an amount enforceable hereunder pursuant to these limitations will prejudice the rights of the Security Agent or the other Secured Finance Parties to continue enforcing their or his rights

under this Deed and the Security Documents (subject always to the limitations set out in this Clause 4 (*Austrian Capital Maintenance Limitations*) until the Secured Liabilities Discharge Date.

5. H.M. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property charged by it pursuant to the Security Documents and registered at H.M. Land Registry:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)”

6. MISCELLANEOUS

- (a) The Security Documents will remain in full force and effect.
- (b) This Deed is a Secured Finance Document.
- (c) 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. PLACE OF PERFORMANCE

The place of performance (*Erfüllungsort*) for all rights and obligations under this Deed and the Security Documents shall be a place outside the Republic of Austria, which in particular means that a party to this Deed or to the Security Documents shall not be entitled to performance of the obligations of another party to this Deed or to the Security Documents in Austria and that the payment of all amounts under this Deed and under the Security Documents must be made to a bank account outside the Republic of Austria.

8. CONTRACTUAL RECOGNITION OF BAIL-IN

The provisions of clause 43 (Bail-in) of the Amended Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to any Secured Finance Document are to be construed as references to this Deed and references to the parties to the Amended Facility Agreement are to be construed as references to the parties to this Deed.

9. GOVERNING LAW

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

10. DISPUTE RESOLUTION

10.1 Courts

The courts of England 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**).

10.2 Appropriate Forum

The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

10.3 Non-exclusive Submission

- (a) This Clause 10 (Dispute Resolution) is for the benefit of the Secured Finance Parties only. As a result, no Secured Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Finance Parties may take concurrent proceedings in any number of jurisdictions.
- (b) Each Chargor expressly agrees and consents to the provisions of this Clause 10 (Dispute Resolution) and 7 (Governing Law).

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

SCHEDULE 1

CHARGORS

No.	Name	Jurisdiction of incorporation	Registration number (or equivalent)	Registered office
1.	Al Habtoor Group LLC	United Arab Emirates	230469	PO Box 25444, Bur Dubai, Al Wasl Road – Safa 2 Dubai, UAE
2.	Al Habtoor Investment LLC	United Arab Emirates	714536	PO Box 25444, Bur Dubai, Al Wasl Road – Safa 2 Dubai, UAE
3.	Al Habtoor Hotels Overseas LLC	United Arab Emirates	740983	PO Box 128779, Dubai, UAE (c/o Al Habtoor Investment LLC Head Office, 727 Al Wasl road, Umm Suqueim, Dubai UAE)
4.	Habtoor GmbH	Austria	Companies' register number 445368 d	1010 Vienna, Kaerntner Ring 16
5.	Imperial Hotels Austria GmbH	Austria	Companies' register number FN 110877 f	1010 Vienna, Kaerntner Ring 16
6.	Wembley (Hotel Trading) Limited	England and Wales	05701922	1 Fleet Place, London, EC4M 7WS
7.	Al Habtoor Holding Korlátolt Felelősségű Társaság	Hungary	Cg. 01-09-285012	H-1075 Budapest, Madách Imre út 14
8.	ADRIA--PALACE Ingatlanhasznosító Korlátolt Felelősségű Társaság	Hungary	Cg.- 01-09-668626	H-1051 Budapest, Erzsébet tér 9-10.
9.	Mansion Danube Hungary Korlátolt Felelősségű Társaság	Hungary	Cg. 01-09-873824	H-1052 Budapest, Apáczai Csere János utca 12-14
10.	DNIC Luxembourg Wembley Holdings S.à r.l.	Grand Duchy of Luxembourg	R.C.S. Luxembourg: B175449	16, rue Eugène Ruppert L - 2453 Luxembourg
11.	DNIC Wembley PropCo S.à r.l.	Grand Duchy of Luxembourg	R.C.S. Luxembourg: B197018	16, rue Eugène Ruppert L - 2453 Luxembourg

SCHEDULE 2

SECURITY DOCUMENTS

No.	Description	Chargors party to the document	Governing Law
1.	English security agreement dated 27 September 2015	Al Habtoor Hotels Overseas LLC Al Habtoor Group LLC Al Habtoor Investment LLC	English Law
2.	English security agreement dated 24 August 2016	Wembley (Hotel Trading) Limited	English Law
3.	English security agreement dated 24 August 2016	DNIC Luxembourg Wembley Holdings S.à r.l.	English Law
4.	English security agreement dated 24 August 2016	DNIC Wembley PropCo S.à r.l.	English Law
5.	English security agreement dated 31 August 2016	Habtoor GmbH	English Law
6.	English security agreement dated 31 August 2016	Imperial Hotels Austria GmbH	English Law
7.	English security agreement dated 28 March 2017	Al Habtoor Holding Korlátolt Felelősségű Társaság	English Law
8.	English security agreement dated 28 March 2017	Adria-Palace Ingatlanhasznosító Korlátolt Felelősségű Társaság	English Law
9.	English security agreement dated 28 March 2017	Mansion Danube Hungary Korlátolt Felelősségű Társaság	English Law

SCHEDULE 3

REAL PROPERTY

Wembley Chargor	Real Property
Wembley (Hotel Trading) Limited	A lease of premises at part ground, first and second floors, and the whole of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth and the airspace above the tenth floors at The Hilton Hotel, Lakeside Way, Wembley HA9 0BU dated 25 November between DNIC Wembley PropCo S.à.r.l (1) and Wembley (Hotel Trading) Limited (2) for a term of five years commencing on 25 November 2015, as amended on 20 November 2020 pursuant to which such lease was extended until 25 November 2025 (the Wembley OpCo Lease Agreement).
DNIC Luxembourg Wembley Holdings S.à r.l.	None at the date of this Deed.
DNIC Wembley PropCo S.à r.l.	<p>The premises at part ground, first and second floors, and the whole of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth and the airspace above the tenth floors at The Hilton Hotel, Lakeside Way, Wembley HA9 OBU.</p> <p>The Real Property is leasehold and is registered at the Land Registry with leasehold title absolute under title number AGL282133.</p>

SIGNATORIES

Chargors

AL HABTOOR HOTELS OVERSEAS LLC

By: _____

Name: Mohammed Khalaf Ahmed Alhabtoor

Title: Vice Chairman and Chief Executive Officer

In the presence of:

Witness's signature: _____

Name: Rohit Garg

Address: Plot No 39, Street 2A, Community 357, Alwasl 26 Town Houses, Dubai, UAE

AL HABTOOR GROUP LLC

By: _____

Name: Mohammed Khalaf Ahmed Alhabtoor

Title: Vice Chairman and Chief Executive Officer

In the presence of:

Witness's signature: _____

Name: Rohit Garg

Address: Plot No 39, Street 2A, Community 357, Alwasl 26 Town Houses, Dubai, UAE

AL HABTOOR INVESTMENT LLC

By: _____

Name: Mohammed Khalaf Ahmed Alhabtoor

Title: Vice Chairman and Chief Executive Officer

In the presence of:

Witness's signature: _____

Name: Rohit Garg

Address: Plot No 39, Street 2A, Community 357, Alwasl 26 Town Houses, Dubai, UAE

Signature page to English security confirmation agreement

HABTOOR GMBH

By: _____

Name: Mohammed Khalaf Ahmed Alhabtoor / Ahmed Khalaf Ahmad Alhabtoor

Title: Managing Directors

In the presence of:

Witness's signature: _____

Name: Rohit Garg

Address: Plot No 39, Street 2A, Community 357, Alwasl 26 Town Houses, Dubai, UAE

IMPERIAL HOTELS AUSTRIA GMBH

By: _____

Name: Mohammed Khalaf Ahmed Alhabtoor / Ahmad Khalaf Ahmad Alhabtoor

Title: Managing Directors

In the presence of:

Witness's signature: _____

Name: Rohit Garg

Address: Plot No 39, Street 2A, Community 357, Alwasl 26 Town Houses, Dubai, UAE

AL HABTOOR HOLDING KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG

By: _____

Name: Mohammed Khalaf Ahmed Alhabtoor / Ahmad Khalaf Ahmad Alhabtoor

Title: Managing Directors

In the presence of:

Witness's signature: _____

Name: Rohit Garg

Address: Plot No 39, Street 2A, Community 357, Alwasl 26 Town Houses, Dubai, UAE

ADRIA-PALACE INGATLANHASZNOSÍTÓ KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG

By: [REDACTED]

Name: Mohammed Khalaf Ahmed Alhabtoor / Ahmad Khalaf Ahmad Alhabtoor

Title: Managing Director

In the presence of:

Witness's signature: [REDACTED]

Name: Rohit Garg

Address: Plot No 39, Street 2A, Community 357, Alwasl 26 Town Houses, Dubai, UAE

MANSION DANUBE HUNGARY KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG

By: [REDACTED]

Name: Mohammed Khalaf Ahmed Alhabtoor / Ahmad Khalaf Ahmad Alhabtoor

Title: Managing Directors

In the presence of:

Witness's signature: [REDACTED]

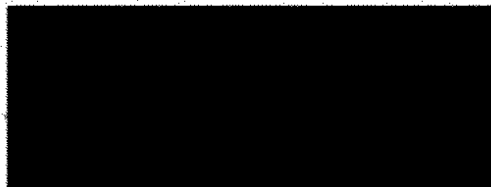
Name: Rohit Garg

Address: Plot No 39, Street 2A, Community 357, Alwasl 26 Town Houses, Dubai, UAE

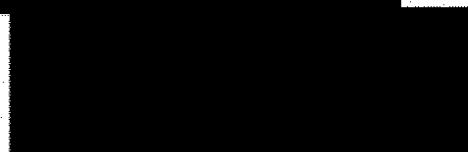
Executed as a deed by *DNIC Wembley PropCo S.à r.l.*, a company incorporated in Luxembourg, acting by Ahmad Khalaf Ahmad AlHabtoor, Mohammed Khalaf Ahmed AlHabtoor and Sebastien Risser who, in accordance with the laws of that territory, are acting under the authority of the company.

Signature in the name of the company *DNIC Wembley PropCo S.à r.l.*

Signature of Ahmad Khalaf Ahmad AlHabtoor
Authorised signatory




Signature of Mohammed Khalaf Ahmed AlHabtoor
Authorised signatory




Signature of Sebastien Risser
Authorised signatory

Signature page to English security confirmation agreement

EXECUTED AS A DEED by)
WEMBLEY (HOTEL TRADING) LIMITED)
acting by

 Director / Authorised Signatory

In the presence of:

Witness's signature: 

Name: Rohit Garg

Address: Plot No 39, Street 2A, Community 357, Alwasl 26 Town Houses, Dubai, UAE

Security Agent

Signed by
FIRST ABU DHABI BANK PJSC

By: _____

Name:

Title:

