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COMPANIES FORM No. 395 Particulars of a mortgage or charge

395

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

CHWP000

Pursuant to section 395 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

£ 5931998

Name of company

Curzon Hotel Properties (GP) Limited (the "Company")

Date of creation of the charge

3 June 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental Charge of accounts (the "Supplemental Charge")

Amount secured by the mortgage or charge

The "Liabilities" as defined in the Principal Charge, being all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety.

Names and addresses of the mortgagees or persons entitled to the charge

Anglo Irish Bank Corporation Limited ("Security Trustee")
10 Old Jewry
London

Postcode: EC2R 8DN

Presentor's name address and reference (if any):

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London
Tel: 020 7760 1000
Ref: Legal.9538176.2/HHAL/14212.00587

For official Use (02/06)

Mortgage Section

Post room

TUESDAY



LD4

"L51THAR2"

16/06/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please do not write in this margin

By way of security assignment (where the Account Bank is not Anglo Irish Bank Corporation Limited), or by way of charge (where the Account Bank is Anglo Irish Bank Corporation Limited), the Company's interest in the Accounts and all monies standing to the credit of them.

Please complete legibly, preferably in black type, or bold block lettering

NOTES:

1. The Supplemental Charge incorporates a provision from the Principal Charge that the Company shall execute and do at its own cost and in such form as reasonably required by the Security Trustee (a) such further additional mortgages, standard security, charges, assignments, assignation, transfers and conveyances, and (b) such assurances, deeds, documents, acts and things, as the Security Trustee may reasonably require to perfect or protect the security created by the Supplemental Charge and/or, after an Event of Default, to facilitate or effect any dealing with the Accounts in connection with the Supplemental Charge.

Particulars as to commission allowance or discount (note 3)

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (see Note 5)

Signed *Benin Keyton Paisner LLP* Date *15 June 2009*

† delete as appropriate

On behalf of [company] [mortgagee/chargee]†

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg. "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ.

CHWP000

Please do not write in this binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1 to Form No 395 and 410 (Scot)

Company Number

5931998

Please complete legibly, preferably in black type, or bold block lettering

Name of Company

Curzon Hotel Properties (GP) Limited (the "Company")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

2. The Supplemental charge contains or incorporates the following definitions:

"Account Bank" means Anglo Irish Bank Corporation Limited, National Westminster Bank plc or such other bank now or in the future with whom the Agent (in consultation with the Borrowers) nominates the Accounts are held;

"Accounts" means the General Account, the Capex Account, the Agency Account, the Disposal Proceeds Account, the Opco Debt Service Reserve Account, the Propco Debt Service Reserve Account, the Rectification Account, the Surplus Deposit Account, the Capex Deposit Account (all as defined in the Facility Agreement) and such other accounts maintained by an Obligor under the Finance Documents including, for the avoidance for doubt, the Surplus Deposit Account and the Capex Deposit Account;

"Agent" means Anglo Irish Bank Corporation Limited as agent for the Finance Parties;

"Arranger" means Anglo Irish Bank Corporation Limited as the mandated arranger of the facilities made available under the Facility Agreement;

"Borrowers" means (1) The Curzon Hotel Properties Limited Partnership, acting by its general partner Curzon Hotel Properties (GP) Limited and (2) Curzon Hotels (Operator) Limited;

"Capex Deposit Account" means an account numbered 20139560 (sort code 20-77-67) opened and maintained with the Account Bank;

"Chargor" means the persons listed as Chargors in the Schedule below;

"Event of Default" means any event or circumstance specified in Clause 25 of the Facility Agreement (whether or not declared);

"Facility Agreement" means a £370,325,000 facility agreement dated 6 February 2007 and made between Anglo Irish Bank Corporation plc (1) and the Borrowers (2) and others and any agreement entered into under or supplemental to it or amending, restating or novating it;

"Finance Party" means each of the Arranger, the Agent, the Servicer, the Hedging Counterparty, the Lenders and the Security Trustee;

"Hedging Counterparty" means Anglo Irish Bank Corporation Limited or any party that accedes to the Facility Agreement in lieu of Anglo Irish Bank Corporation Limited as Hedging Counterparty;

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Lender" means (a) any Original Lender, and (b) any person which has become a Party in accordance with Clause 26 of the Facility Agreement, which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement;

"Obligor" means each of the Borrowers and each Chargor;

"Original Lender" means Anglo Irish Bank Corporation Limited;

"Principal Charge" means a debenture dated 23 April 2007 between the Borrowers and others (1) and the Security Trustee (2);

"Security Trustee" means Anglo Irish Bank Corporation Limited as security trustee for the Finance Parties, including its successors in title, permitted assigns and permitted transferees;

"Surplus Deposit Account" means an account numbered 20339137 (sort code 20-77-67) opened and maintained with the Account Bank.

**The Schedule
Chargors**

Chargors	Jurisdiction of incorporation or establishment	Registered number
Curzon Hotel Properties Limited Partnership	England	LP011647
Curzon Hotels (Operator) Limited	England	05645996
Curzon Hotel Properties (GP) Limited	England	5931998
Curzon Nominees I Limited	England	5934870
Curzon Nominees II Limited	England	5934875
Curzon Hotel Holdings Limited	British Virgin Islands	1005417
Curzon Hotel Investments Limited	British Virgin Islands	1006162



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 5931998
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE OF
ACCOUNTS DATED 3 JUNE 2009 AND CREATED BY CURZON
HOTEL PROPERTIES (GP) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER
WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 16 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JUNE 2009



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