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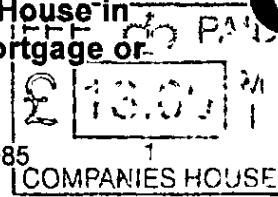
COMPANIES FORM No. 395

033917/65

## 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.



CHFP131

Pursuant to section 395 of the Companies Act 1985

For official use Company number

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

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

7

5931998

Name of company

\*insert full name of Company

CURZON HOTEL PROPERTIES (GP) LIMITED (the "Company")

Date of creation of the charge

23 April 2007

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

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 plc  
10 Old Jewry  
London

("the Security Trustee")

Postcode EC2R 8DN

Presentor's name address and reference (if any)

Berwin Leighton Paisner  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London  
Tel 020 7760 1000  
EGRI/14212/587 5645060 2

Time critical reference

For official Use  
Mortgage Section

Post room

WEDNESDAY



\*L840HPEH\*

LD2 09/05/2007 467

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please do not write in this margin  
Please complete legibly, preferably in black type, or bold block lettering

- 1 By way of legal mortgage but excluding any such assets situated in Scotland or otherwise governed by Scots law
- 1 1 each Property, and
- 1 2 any other freehold or leasehold property now vested in the Company
- 2 By way of fixed charge each of the following including all rights of enforcement of the same, but excluding any such assets situated in Scotland or otherwise governed by Scots law
- 2 1 the Company's interest in any freehold or leasehold property acquired after the date of the Debenture,
- 2 2 the Company's interest in the Relevant Contracts and the benefit of any guarantees contained in them,
- 2 3 all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of any of them,
- 2 4 all easements, licences and other rights relating to a Property in which the Company has an interest,
- 2 5 the Accounts, the Management Accounts and any other accounts of the Company,
- 2 6 the Investments,
- 2 7 if applicable the Company's uncalled capital, and
- 2 8 the Company's goodwill,

Particulars as to commission allowance or discount (note 3)

[Empty box for commission allowance or discount]

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge (see Note 5)

Signed *Benwin Leighen Paine* Date *6 May 2003*

On behalf of ~~[company]~~ [mortgagee/chargee]<sup>□</sup>

<sup>□</sup>delete as appropriate

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 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

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## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

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

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

Company Number

5931998

\* delete if  
inappropriate

Name of Company

CURZON HOTEL PROPERTIES (GP) LIMITED

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

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

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Please do not write  
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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

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

- 3 By way of security assignment each of the following including all rights of enforcement of the same
- 3 1 the Rents other than any Rents assigned by any assignation of rents,
  - 3 2 the Accounts and the Management Accounts and all monies standing to the credit of them,
  - 3 3 the Disposal Proceeds,
  - 3 4 the Company's interest in any account created pursuant to any Operating Agreement,
  - 3 5 all book debts and other debts and all other monies due and owing to the Company,
  - 3 6 all monies standing to the credit of the Accounts, the Management Accounts and any other accounts of the Company,
  - 3 7 the monies payable to the Company under any insurances relating to a Property,
  - 3 8 the benefit of the copyright and similar rights vested in the Company in connection with a Property,
  - 3 9 all causes of action and other rights and remedies in which the Company has an interest,
  - 3 10 all monies payable to the Company under any Hedging Arrangement,
  - 3 11 the Company's interest under the Second Sale Purchase Agreement,
  - 3 12 the Company's interest in the Investor Commitments
  - 3 13 the benefit of any monies paid or payable to the Company by way of compensation, endowment, gift, grant or otherwise, and
  - 3 14 the Company's interest in any VAT recoveries

4 By way of floating charge all the Company's assets, property and undertaking both present and future

**NOTES:**

1 The Debenture contains a provision that the charges created under the Debenture expressed to be

- 1 1 fixed charges, shall only apply to the extent that they create fixed security,
- 1 2 floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Debenture

2 The Debenture contains a provision that at any time whilst an Event of Default is continuing

- 2 1 the Security Trustee may convert any floating charge created by the Debenture over any assets (subject, in the case of assets situated in Scotland, to applicable Scots law) into a fixed charge, and
- 2 2 the Company shall, on request of the Security Trustee, procure an absolute assignment of the Relevant Contracts

3 The Debenture contains a provision that the Company shall execute and do at its own cost and in such form as reasonably required by the Security Trustee

- 3 1 such further additional mortgages, standard security, charges, assignments, assignation, transfers and conveyances, and
- 3 2 such assurances, deeds, documents, acts and things,

as the Security Trustee may reasonably require to perfect or protect the security created by the Debenture and/or, after an Event of Default, to facilitate or effect any dealing with the Charged Assets in connection with the Debenture

4 The Debenture contains a provision that if the Security Trustee so requests, the Company shall serve a notice of assignment in respect of any Charged Asset and use its reasonable endeavours to procure receipt of that notice in the form set out in Schedule 3 Part 1 (*Notices*) of the Debenture in respect of contracts and Schedule 3 Part 2 (*Notices*) of the Debenture in respect of the Accounts

5 The Debenture contains a provision that the Company authorises the Security Trustee to make an application to the Land Registry on Form RX1 (or such other form as may be prescribed from time to time) to enter a restriction against dispositions on the relevant registered estate in England and Wales

6 The Debenture contains a provision that following an Event of Default which is continuing, the Security Trustee may (without notice to or consent from the Company and in the Company's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise

7 The Debenture contains or incorporates the following definitions

**Accounts** means the General Account, the Capex Account, the Agency Accounts, the Disposal

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## Particulars of a mortgage or charge (continued)

Please do not write  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company Number

5931998

Name of Company

CURZON HOTEL PROPERTIES (GP) LIMITED

\* delete if  
inappropriate

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

Proceeds Account, the Opco Debt Service Reserve Account, the Propco Debt Service Reserve Account, the Rectification Accounts, the Reserve Accounts, the FF&E Reserve Account and such other accounts maintained by an Obligor under the Finance Documents

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

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

**Agency Account** means an account numbered 39286418 in the name of OpCo and account numbered 39296946 in the name of PropCo (each with sort code 60-00-01) opened and/or maintained with the Account Bank

**Agent** means Anglo Irish Bank Corporation PLC as agent for the Finance Parties

**Arranger** means Anglo Irish Bank Corporation PLC as mandated arranger of the facility granted by the Facility Agreement

**Borrowers** means (1) The Curzon Hotel Properties Limited Partnership (Registered under Limited Partnership Act 1907 with number LP011647) whose principal office is at 7 Curzon Street, London W1J 5JG acting by its General Partner Curzon Hotel Properties (GP) Limited (company number 5931998) whose registered office is at 7 Curzon Street, London W1J 5HG and (2) Curzon Hotels (Operator) Limited (registered in England and Wales with number 06025036) whose registered office is at 7 Curzon Street, London W1J 5HG

**Business** means the hotel business carried on or to be carried on by the Opco under the Operating Leases and operated for it by the Manager pursuant to the Management Agreements

**Capex Account** means an account numbered 39296849 (sort code 60-00-01) in the name of OpCo opened and/or maintained with the Account Bank

**Charged Assets** means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Debenture and the subject matter of each of them

**Chargors** The Curzon Hotel Properties Limited Partnership (Registered under Limited Partnership Act 1907 with number LP011647), Curzon Hotels (Operator) Limited registered in England and Wales with number 06025036, Curzon Hotel Properties (GP) Limited registered in England and Wales with number 5931998, Curzon Nominees I Limited registered in England and Wales with number 5934870, Curzon Nominees II Limited registered in England and Wales with number 5934875, Curzon Hotel Holdings Limited registered in the British Virgin Islands with number 1005417 and Curzon Hotel Investments Limited registered in the British Virgin Islands with number 1006162 and each of them and includes its successors in title, permitted assigns and permitted transferees

**Company** means Curzon Hotel Properties (GP) Limited registered in England and Wales with company number 5931998 as general partner of Propco

**Disposal Proceeds** means all capital monies or other sums or other consideration paid or payable in respect of the disposal of an Obligor's interest in all or any part of any Property

**Disposal Proceeds Account** means an account numbered 39296997 (sort code 60-00-01) in the name of PropCo opened and/or maintained with the Account Bank

**Event of Default** means any event or circumstance specified in clause 25 (*Events of Default and acceleration*) (whether or not declared) of the Facility Agreement

**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

**FF&E Reserve Account** means an account numbered 39296857 (sort code 60-00-01) in the name of OpCo opened and/or maintained with the Account Bank

**Finance Documents** means each of the Facility Agreement, each Security Document, the Subordination Agreement, the Fees Letters (as defined in the Facility Agreement), the Hedging



**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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

Company Number

5931998

Name of Company

CURZON HOTEL PROPERTIES (GP) LIMITED

\* delete if  
inappropriate

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

[Empty box for description of the instrument]

Arrangement, the Duty of Care Agreement, the Direct Agreement, the Intercreditor Agreement, the Collateral Warranties, the Beneficiary Undertaking, the Scottish Beneficiary Undertaking (all as defined in the Facility Agreement) and any other document so designated in writing by both a Borrower and the Agent

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

**Finance Parties** means amongst others each of the Arranger, the Agent, the Hedging Counterparty, the Lenders and the Security Trustee

**General Account** means an account numbered 39296792 in the name of OpCo and account numbered 39296911 in the name of PropCo each with (sort code 60-00-01) opened and/or maintained with the Account Bank

**Hedging Arrangement** means each and together where appropriate the Senior Hedging Arrangement, the Mezzanine Hedging Arrangement and the Capex Hedging Arrangement (all as defined in the Facility Agreement)

**Hedging Counterparty** means Anglo Irish Bank Corporation PLC or any party that accedes to the Facility Agreement in lieu of Anglo Irish Bank Corporation plc as Hedging Counterparty

**Investments** means the existing or future interest of the Company in

- (a) the entire issued share capital of the Nominees
  - (b) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity
  - (c) any warrant or other right to acquire any such investment
- in each case, including any income, offer, right or benefit in respect of any such investment

**Investors** means the CIT Real Estate Limited Partnership (as defined in the Facility Agreement), Friends First Managed Pension Funds Limited, The Arab Fund for Economic and Social Development and Curzon Investors Limited

**Investor Commitments** means irrevocable and unconditional commitments from the Investors to Luxco and Topco and from Luxco and Topco to the Borrowers

**Lenders** means

- 1 any Original Lender, and
- 2 any person which has become a Party in accordance with clause 26 (*Changes to the Finance Parties*) of the Facility Agreement,

which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement

**Licences** means each and all of the grants, authorities, licences, quotas, certificates, justices and excise licences, now or in future attached to the Charged Assets and/or the business of a Chargor

**Luxco** means Curzon Finance S a r l (a Société à responsabilité limitée incorporated under the laws of Luxembourg with the number B122 516)

**Luxco Shareholders Agreement** means the shareholders agreement relating to Luxco and made between the shareholders as stated therein, Luxco and CIT Holdings Limited

**Management Accounts** means the Capital Account (as defined in the Management Agreements) and the FF & E Reserve Account (as defined in the Relationship Agreement) and any other account maintained by an Obligor under the Management Agreements

**Management Agreements** means the Relationship Agreement and the Operating Agreements (each a "Management Agreement")

**Manager** means Thistle Hotels (Management) Limited or any other person approved in writing by the Agent

**Nominees** means Curzon Nominees I Limited (company no 5934870) whose registered office is at 7 Curzon Street, London W15 5HG and Curzon Nominees II Limited (company number 5934875) whose registered office is at 7 Curzon Street, London W15 5HG

**Obligor** means each of the Borrowers and each Chargor

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

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

Company Number

5931998

Name of Company

CURZON HOTEL PROPERTIES (GP) LIMITED

\* delete if  
inappropriate

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

**Occupational Lease** means any leases and/or agreement for lease and/or licence or other occupational interest subject to which each Obligor's interest in a Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them

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

**Opco** means Curzon Hotels (Operator) Limited (registered in England and Wales with registered number 06025036) whose registered office is at 7 Curzon Street, London W1J 5HG

**Opco Debt Service Reserve Account** means an account numbered 39296830 (sort code) 60-00-01) opened and/or maintained with the Account Bank

**Operating Agreements** means the agreements between inter alia Opco, Propco and the Manager in respect of the parts of the Business being or to be carried on at each Property, each in form and substance satisfactory to the Agent

**Operating Leases** means the leases made or to be made between (1) the Nominees and (2) Opco in respect of each Property, each for a term expiring on 30 April 2032

**Original Lender** means ANGLO IRISH BANK CORPORATION PLC whose registered office is at 10 Old Jewry, London, EC2R 8DN

**Party** means a party to the Facility Agreement

**Propco** means The Curzon Hotel Properties Limited Partnership (acting by its general partner Curzon Hotel Properties (GP) Limited

**Propco Debt Service Reserve Account** means an account numbered 39296989 (sort code 60-00-01) opened and/or maintained with the Account Bank

**Property** means each property details of which are set out in the Schedule below including all

- (1) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (2) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and
- (3) easements, access-rights, rights of way, wayleaves and rights attaching to it

**Rectification Accounts** means an account numbered 39296814 in the name of OpCo and account numbered 39296954 in the name of PropCo each with (sort code 60-00-01) opened and/or maintained with the Account Bank

**Relationship Agreement** means the agreement, in form and substance satisfactory to the Agent, between amongst others the Manager and the Opco governing the relationship between the Manager and the Opco

**Relevant Contracts** means each and all of

- (1) the Operating Agreement, the Relationship Agreement, the Asset Management Agreement, the Acquisition Documents (as defined in the Facility Agreement) and the Second Sale and Purchase Agreement,
  - (2) each contract in respect of any disposal of any Charged Asset,
  - (3) each Occupational Lease,
  - (4) the Licences,
  - (5) any managing agent's agreement,
  - (6) the Hedging Arrangements,
  - (8) the Luxco Shareholders Agreement,
  - (9) the Topco Shareholders Agreement, and
  - (10) all other agreements, in which the Company has an interest,
- in each case, including any guarantees or sureties entered into in respect of them

**Rents** means all sums paid or payable to or for the benefit of any Obligor arising from the letting, use or occupation of all or any part of any Property, including, without limitation

- 1 rents, licence fees and equivalent sums reserved or made payable,
- 3 sums received from any deposit held as security for performance of any tenant's obligations,
- 4 proceeds of insurance in respect of loss of rent or interest on rent,
- 5 receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease,

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No   5    
to Form No 395 and 410 (Scot)

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

Company Number

5931998

\* delete if  
inappropriate

Name of Company

CURZON HOTEL PROPERTIES (GP) LIMITED

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

- 6 any service charge payments,  
 7 proceeds paid for a breach of covenant or dilapidations under any Occupational Lease in relation to a Property and for expenses incurred in relation to any such breach,  
 8 any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease,  
 9 any contribution by an occupational tenant of a Property to ground rent due under any lease out of which an Obligor derives its interest in that Property,  
 10 any payment from a guarantor or other surety in respect of any of the items listed in this definition,  
 11 interest, damages or compensation in respect of any of the items in the definition, and  
 11 any amount which represents VAT chargeable in respect of any such sum

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

**Reserve Account** means an account numbered 39296822 in the name of OpCo and account numbered 39296970 in the name of PropCo each with (sort code) 60-00-01) opened and/or maintained with the Account Bank

**Second Sale and Purchase Agreement** means the sale and purchase agreement made between Curzon Hotels Limited, Opco and the Limited Partnership (as defined in the Facility Agreement) in relation to the acquisition of the Properties by the Limited Partnership and the acquisition of the Business by Opco

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

**Topco** means Curzon Hotel Investments Limited a company registered in the British Virgin Islands (company number 1006162) whose registered office is at P O Box 3175, Road Town, Tortola, BVI

**Topco Shareholders Agreement** means the shareholders agreement relating to Topco and made between the shareholders as stated therein, Topco, CIT, CIT Holdings Limited and Opco, the Limited Partnership (all as defined in the Facility Agreement) and Luxco

**VAT** means value added tax or any similar or substitute tax

#### Schedule The Properties

Thistle Bloomsbury	Freehold - 166722 Freehold - 275301	The Thistle Bloomsbury Hotel, Bloomsbury Way, Bloomsbury, London WC1A 2SD and 35 Bloomsbury Way WC1A 2SA
Thistle Bristol	Freehold - AV165476, AV47470, AV165477, BL16819	The Thistle Hotel (formerly known as the Grand Hotel) Broad St, Bristol, Avon BS1 2EL (comprising also property known as 51 Broad Street, 57 Broad Street Chambers and property known formerly as The Newmarket Bar, Newmarket Avenue)
Thistle Exeter	Freehold - DN270483	The Rougemont Hotel, Queen St, Exeter, Devon EX4 3SP
Thistle Manchester Airport	Freehold - CH487044	The Thistle Manchester Airport Hotel, 180 Wilmslow Road, Handforth, SK9 3LG
Thistle Liverpool	Hotel - Freehold - MS111327 Car Park - Leasehold - MS286503	The Atlantic Tower Hotel, Chapel Street, Liverpool, Merseyside L3 9RE and the car park at Rumford Place, Liverpool
Thistle Birmingham Edgbaston	Freehold - WK111800	The Edgbaston Thistle Hotel, 225 Hagley Rd, Edgbaston, Birmingham B16 9RY

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 6  
to Form No 395 and 410 (Scot)

Please complete  
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black type, or bold  
block lettering

Company Number

5931998

\* delete if  
inappropriate

Name of Company

CURZON HOTEL PROPERTIES (GP) LIMITED

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

Short particulars of all the property mortgaged or charged (continued)

Please do not write in this binding margin

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

Thistle Brands Hatch	Freehold - K655338	The Thistle Brands Hatch Hotel, Gorse Hill, West Kingsdown, Dartford, Kent DA3 8PE
Thistle Cheltenham	Freehold - GR124579	The Thistle Hotel, Gloucester Rd, Cheltenham, Gloucestershire GL51 0TS
Thistle Manchester	Freehold - LA380992	Thistle Hotel (formerly known as the Portland Hotel) Portland St, Piccadilly Gardens, Manchester M1 6DP
Thistle Haydock	Freehold - MS124764	The Beeches, Old Penny Lane, Haydock, St Helens, WA11 9SG
Thistle Newcastle	Freehold - TY292022	The Thistle Hotel Newcastle (formerly known as the County Hotel) and adjoining properties, Neville St, Newcastle-upon-Tyne NE1 5DF
Thistle St Albans	Freehold - HD43095	Land on the northwest side of North Orbital Road and Watford Road on the north east side of Noke Lane, Hertfordshire AL2 3DS
Thistle Stevenage	Freehold - HD248392	The Thistle Hotel (previously known as the Blakemore Hotel), Little Wymondley, Near Hitchin, Hertfordshire SG4 7JJ
Thistle Luton	Leasehold - BD213043	The Thistle Hotel, Arndale Centre, Luton, Bedfordshire LU1 2TR
Thistle London Gatwick	Hotel - Leasehold - SY379957 Ancillary parts - Freehold - SY115123, SY245516	The Thistle Hotel, London Gatwick Airport, Brighton Road, Horley, Surrey RH6 8PH (also comprising the properties known as John's café, Horley Row, Horley RH6 8DH and Horley Row Stores, Horley)
Thistle East Midlands Airport	Leasehold - LT197963	The Donnington Thistle Hotel, Ashby Road, Castle Donington, Derbyshire DE74 2SH
Thistle Swindon	Leasehold - WT122848	Thistle Hotel, Fleming Way, Swindon, Wiltshire SN1 1TN
Thistle Brighton	Leasehold - ESX174676	The sub-basement, basement, lower ground, ground and first, second, third, fourth and fifth floor hotel on the north side of King's Rd, Brighton, East Sussex BN1 2GS
Thistle Middlesbrough	Leasehold - TES5334	Land on the north side of Fry St, Middlesbrough Cleveland TS1 1JH
Thistle Birmingham City	Leasehold - WK181105	Property known as Royal Angus Hotel, Bath Street, Birmingham, West Midlands B4 6HY
Thistle Cardiff	Leasehold (occupational sub-lease) - WA102996 Freehold - WA915174 (excluding WA973020)	Park Hotel, Park Place, Cardiff, South Glamorgan CF10 3UD



FILE COPY



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

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

COMPANY No. 05931998

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd APRIL 2007 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 9th MAY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th MAY 2007



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*DDM*