

MR01

Particulars of a charge

149432/15



A fee is payable with this form.
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge where there is no instrument. Use form

For further information, please refer to our guidance at www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration 21 days** beginning with the day after the date of creation of the instrument. If it is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form, scanned and placed on the public record.



A25 *A2ID4H16* 05/10/2013 #96
COMPANIES HOUSE

1 Company details

Company number	0	1	6	9	8	7	6	9
Company name in full	International Hoteliers (UK) Limited (the "Chargor")							

For official use

13

→ **Filing in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d0	d3	m1	m0	y2	y0	y1	y3
----------------------	----	----	----	----	----	----	----	----

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name	Barclays Bank PLC (as security agent)
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

All that land and buildings known as the Churchill Hotel, 30 Portman Square, London, W1 comprising the entire buildings, structures, foundations, walls, beams, bressumers and roofs of the Hotel as now built and existing at 30 Portman Square held under a lease dated 5 April 1967 between Sir Edward Randal Chadwich-Healey M C BT and (1) A Peachey and Company Limited (2) as subsequently varied on 17 January 1972 and further varied by a deed of variation dated 30 April 2013 between (1) the Trustees of the Portman Family settled Estates and (2) the Chargor which inter alia extends the Lease for a further period of 99 years from 31 December 2012 lodged for registration at the Land Registry and to be registered at the Land Registry under title number NGL934670

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

Yes

No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue

No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No

MR01

Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Simmons & Simmons LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Theodora James (1226-1335)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region England

Postcode

E	C	2	Y		9	S	S
---	---	---	---	--	---	---	---

Country UK

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1698769

Charge code: 0169 8769 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2013 and created by INTERNATIONAL HOTELIERS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2013

127

Given at Companies House, Cardiff on 10th October 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

FMBK/001226-01335/SJXK/TXXJ

L_LIVE_EMEA1 18219354v2

Deed of Substituted Security

between

INTERNATIONAL HOTELIERS (UK) LIMITED

and

BARCLAYS BANK PLC



Simmons & Simmons

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
T +44 20 7628 2020 F +44 20 7628 2070 DX Box No 12

CONTENTS

1	Interpretation	1
2	Original security	2
3	Release	3
4	Substituted security.	Error! Bookmark not defined.
5	Registration at the land registry.	3
6	Continuity	3
7	Counterparts	4
8	Governing law and jurisdiction	4
	SCHEDULE 1 Lease	5
	SCHEDULE 2 Varied Lease	6

THIS DEED is dated

3 October 2013

and made

BETWEEN

- (1) **INTERNATIONAL HOTELIERS (UK) LIMITED** incorporated and registered in England and Wales with company number 01698769 whose registered office is at 30 Portman Square, London W1A 4ZX (the "Chargor")
- (2) **BARCLAYS BANK PLC** incorporated and registered in England and Wales with company number 01026167 whose registered office is at 1 Churchill Place London E14 5HP (the "Security Agent")

BACKGROUND

- (A) The Chargor and the Security Agent entered into the Original Security Documents under which pursuant to Clause 3.2 the Lease was mortgaged by the Chargor to the Security Agent by way of first legal mortgage for the payment and discharge of all monies and other obligations and liabilities that the Chargor covenanted to pay to the Security Agent under the Original Security Documents or otherwise secured by it
- (B) The Chargor and the Security Agent have agreed that the Lease shall be released from the Original Security Documents and that the Varied Lease shall be substituted as security in place of the Lease according to the terms of this deed
- (C) This deed is supplemental to the Original Security Documents
- (D) Save as expressly varied hereby the terms of the Original Security Documents shall remain in full force and effect

IT IS HEREBY AGREED

1 **Interpretation**

The following definitions and rules of interpretation apply in this deed

- 1.1 The terms defined in the Original Security Documents shall have the same meaning when used in this deed, unless defined below. In addition, the definitions below apply in this deed

"Original Security Documents" means the charge dated 22 August 2006 made between the Security Agent and the Chargor, and the charge dated 1 June 2011 also made between the Security Agent and the Chargor

"Lease" means the lease specified in Schedule 1

"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Varied Lease" means the lease specified in Schedule 2

- 1.2 Unless the context otherwise requires, references in the Original Security Documents to "this deed" shall be to the Original Security Documents as amended by this deed

- 1 3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed
- 1 4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's, successors and assigns
- 1 5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed Any reference to this deed includes the Schedules
- 1 6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established
- 1 7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1 8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1 9 A reference to any party shall include that party's personal representatives, successors and permitted assigns
- 1 10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time
- 1 11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision
- 1 12 A reference to **writing** or **written** includes faxes but not e-mail
- 1 13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done
- 1.14 A reference to "this deed" or to any other deed or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time
- 1 15 References to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule
- 1 16 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms

2 **Original security**

- 2 1 This deed is supplemental to the Original Security Documents by which the Lease was mortgaged by the Chargor to the Security Agent to secure payment and discharge to the Security Agent of all monies and other obligations and liabilities to which the Original Security Documents refers
- 2.2 The benefit of the Security Interests created by the Original Security Documents is vested in the Security Agent.

2 3 The Chargor represents and warrants that subject to completion of the registration of the Varied Lease it will be registered at the Land Registry as the registered proprietor of the Varied Lease with title absolute

3 **Release**

In consideration of the security created by clause 4 1, the Security Agent absolutely, irrevocably and unconditionally releases the Security Interests created by the mortgage contained in Clause 3 2 of the Original Security Documents over the Lease but not further or otherwise

4 **Substituted security**

4 1 In consideration of the release contained in clause 3, the Chargor, with full title guarantee, charges to the Security Agent by way of first legal mortgage, the Varied Lease as continuing security for the payment and discharge of all monies and other obligations and liabilities secured by the Original Security Documents so that all the provisions in the Original Security Document shall apply to the Varied Lease as if the Varied Lease had been mortgaged by the Original Security Documents.

4 2 The Chargor confirms, acknowledges and agrees that the Original Security Documents ranks as continuing security for the payment and discharge of the secured liabilities referred to in clause 4 1, including, without limitation, all present and future monies, obligations and liabilities owed by the Chargor to the Security Agent, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under, or in connection with, this deed and the Varied Lease

5 **Registration at the land registry**

5 1 Within ten days of the date of this deed the Chargor and the Security Agent shall apply to the Land Registry:

(A) to remove the entry and any restrictions relating to the legal mortgage over the Lease, and

(B) to register this deed of substituted security in respect of the legal mortgage over the Varied Lease

5 2 As soon as is reasonably possible, the Chargor shall give to the Security Agent official copies of the registered title to the Varied Lease showing that the registrations referred to in clause 5 1(B) have been properly and correctly entered against the registered title to the Varied Lease

6 **Continuity**

Subject to the release contained in clause 3 and save as amended by this deed, the provisions of the Original Security Documents and all other security, rights and remedies held by the Security Agent shall continue in full force and effect. The Original Security Documents shall be read and construed as one document with this deed

7 **Counterparts**

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

8 **Governing law and jurisdiction**

8 1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales

8 2 The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Security Agent to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

This document has been executed and delivered on the date stated at the beginning of it

SCHEDULE 1 : LEASE

The lease dated 5 April 1967 between Sir Edward Randal Chadwich-Healey M C BT and (1) A Peachey and Company Limited (2) as subsequently varied on 17 January 1972 and as the same is registered at the Land Registry under the title number NGL55695 or such title number as allocated by the Land Registry from time to time


SCHEDULE 2 : VARIED LEASE

The Lease as varied by the deed of variation dated 30 April 2013 between (1) the Trustees of the Portman Family settled Estates and (2) the Chargor which inter alia extends the Lease for a further period of 99 years from 31 December 2012 lodged for registration at the Land Registry and to be registered at the Land Registry under title number NGL934670

EXECUTION PAGE

The Chargor

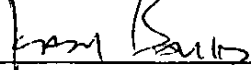
Executed as a deed by)
INTERNATIONAL)
HOTELIERS (UK) LIMITED)
acting by)



Director

(name of director)

in the presence of



(signature of witness)



(name of witness)

Address of witness


PO Box 4044,
Doha, Qatar


Occupation of witness.

LEGAL ADVISOR

The Security Agent

Executed and delivered as a deed by


(name)


(signature)

as attorney for **BARCLAYS BANK PLC**
in the presence of


(witness signature)

RICHARD MATTHEW EDWARD JONES
(witness name)