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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.

127515/13

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

9 5931998

Name of company

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

Date of creation of the charge

29 September 2009

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

Supplemental Charge (the "Deed")

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 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 (the "Security Trustee")
10 Old Jewry,
London

Postcode: EC2R 8DN

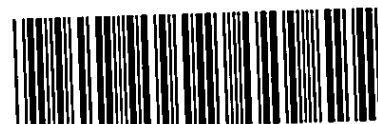
Presenter's name address and reference (if any):

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London
Tel: 020 7760 1000
Ref: Legal.10656076.2/APRO/14212.00587

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



LD3 09/10/2009 274
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please do not write
in this margin

See continuation sheet

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

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 Benwin Gighon Paster UP Date 07.10.2009

† 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.

By way of security assignment the Company's interest in the General Account and all monies from time to time standing to the credit of it.

NOTES:

- 1 The Deed 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:
 - 1.1 such further additional mortgages, standard security, charges, assignments, assignation, transfers and conveyances; and
 - 1.2 such assurances, deeds, documents, acts and things, as the Security Trustee may reasonably require to perfect or protect the security created by the Deed and/or, after an Event of Default, to facilitate or effect any dealing with the Charged Assets in connection with the Deed.
- 2 The Deed incorporates a provision from the Principal Charge 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 2 (Notices) of the Principal Charge in respect of the General Account.
- 3 The Deed 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 Borrower) nominates the General Account is held

Agent means Anglo Irish Bank Corporation Limited

Arranger means Anglo Irish Bank Corporation Limited

Borrowers means (1) The Curzon Hotel Properties Limited Partnership (registered under Limited Partnership Act 1907 with number LP011647) acting by its General Partner Curzon Hotel Properties (GP) Limited (company no 5931998) and (2) Curzon Hotels (Operator) Limited (registered in England and Wales with number 6025036)

Company means Curzon Hotel Properties (GP) Limited as general partner of The Curzon Hotel Properties Limited Partnership

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 Deed and the subject matter of each of them

Chargors means The Curzon Hotel Properties Limited Partnership, Curzon Hotels (Operator) Limited, Curzon Hotel Properties (GP) Limited, Curzon Nominees I Limited, Curzon Nominees II Limited, Curzon Hotel Holdings Limited and Curzon Hotel Investments Limited

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

Finance Parties means each of the Arranger, the Agent, the Servicer, the Hedging Counterparty, the Lenders and the Security Trustee

General Account means each of an account numbered 39482871 in the name of OpCo and account numbered 39296911 in the name of PropCo (sort code 60-00-01) opened and/or maintained with the Account Bank

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;

Lenders means (a) any Original Lender and (b) 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

Obligor means each of the Borrowers and each Chargor

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;

Original Lender means Anglo Irish Bank Corporation Limited

Party means a party to the Facility Agreement

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

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

Security Trustee means Anglo Irish Bank Corporation Limited including its successors in title, permitted assigns and permitted transferees.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5931998
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE DATED
29 SEPTEMBER 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 UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
9 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 OCTOBER
2009

PO
J.S.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES