

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

624385/13  
**395**

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

6

3669265

Name of company

\* CLARIDGE'S HOTEL HOLDINGS LIMITED (the "Company")

Date of creation of the charge

12 March 2008

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

Legal Charge (the "Legal Charge") made between the Company and Bluedraft Limited (1) and Anglo Irish Bank Corporation plc (2) (the "Security Trustee")

Amount secured by the mortgage or charge

See Part 1 of the attached schedule (the "Schedule")

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

Anglo Irish Bank Corporation plc of Stephen Court, 18/21 St Stephens' Green, Dublin 2

Postcode

Presentor's name address and  
reference (if any)

Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

NXS/605602/3494957 1

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

MONDAY



LD2

\*LPZMAY36\*

17/03/2008

144

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Part 2 of the attached Schedule

N B Part 3 of the Schedule contains details of certain covenants by and restrictions on the Company which protect and further define the charges and which must be read as part of the charges created, but is not exhaustive

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed Macfarlanes

Date 14/03/2008

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

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

† 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Company number

3669265

Name of company

\*insert full name  
of Company

\* CLARIDGE'S HOTEL HOLDINGS LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

## SCHEDULE

**Schedule to the Form 395 in respect of the Legal Charge given by the Company in favour of the Security Trustee dated 12 March 2008.**

In the Schedule to the Form 395 the following words and expressions shall have the meanings respectively set out against them below -

**Assigned Agreements.** means the Property Acquisition Documents and the Letting Documents,

**Beneficiaries:** means the Security Trustee and each Finance Party,

**Charged Assets:** means all the assets for the time being subject to the Security created the Legal Charge (and references to the Charged Assets include references to any part of it),

**Equipment:** means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property on the date of the Legal Charge or at any time thereafter (and from time to time) owned by the Company located at the Property, and any part thereof, together with all spare parts, replacements, modifications and additions thereto and the benefit of all contracts and warranties relating to the same,

**Facility Agreement:** the facility agreement dated 12 March 2008 and entered into between Coroin Limited (as Borrower) and Anglo Irish Bank Corporation PLC (in various capacities),

**Finance Party:** has the meaning given to it in the Facility Agreement,

**Insurance Policies:** means all contracts and policies of insurance or assurance (including any insurance relating to the Properties or the Equipment) and all moneys payable under or pursuant to such policies and all rights and interests in such contracts and policies including the right to the refund of any premium, in each case, on the date of the Legal Charge or at any time thereafter (and from time to time) owned or taken out by the Company or in which any the Company has an interest,

**Letting Documents:** means the leases, agreements for lease and other documents referred to in each report on letting documents contained in the Report on Title and all future leases, agreements for lease and other documents granting occupational interests in the Property which have been granted in accordance with the Legal Charge,

**Obligors:** has the meaning given to it in the Facility Agreement,

**Other Rights:** means the benefit of all agreements, licences, consents and authorisations relating to any Charged Assets and the right to recover and receive all compensation which may be payable in respect of them, in each case, on the date of the Legal Charge or at any time thereafter (and from time to time) owned or held by the Company or in which the Company has an interest including but not limited to the Company's rights in and to the Warranties,

**Permitted Security:** means Security granted under the Legal Charge and any other document entered into by the Company creating or expressed to create a guarantee or indemnity or any Security over all or any part of its assets in favour of the Security Trustee,

**Properties:** means all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immovable properties on the date of the Legal Charge or at any time thereafter (and from time to time) owned by the Company wheresoever situate and all buildings, structures and fixtures and the proceeds of sale of all or any

part thereof (including (but not limited to) the property which is briefly described in Schedule 2 (*Properties currently owned*) to the Legal Charge (also described in Annexure 1 herein)),

**Property Acquisition Documents:** means any document designated as a "Property Acquisition Document" by the Company and the Security Trustee and all other documents to be entered into pursuant thereto or in connection therewith and each a "**Property Acquisition Document**",

**Property Interests:** means all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, on the date of the Legal Charge or at any time thereafter (and from time to time) owned or held by the Company,

**Rental Income:** means the aggregate of all amounts payable to or for the account of the Company in connection with the letting of all or part of the Properties,

**Report on Title:** means the report on title in respect of the property briefly described in Schedule 2 (*Properties currently owned*) of the Legal Charge dated 2 November 2005 and prepared by Macfarlanes addressed to, or otherwise capable of being relied upon by (amongst others) the Security Trustee,

**Secured Liabilities:** means all present and future moneys, obligations and liabilities owed by any Obligor to the Beneficiaries, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever under or in connection with the Finance Documents and (for the avoidance of doubt) such monies, obligations and liabilities include all those which may arise pursuant to Clause 18 3 2 of the Legal Charge,

**Warranties:** means

- (a) a Timber Treatment Guarantee provided by Lovell Specialist Treatments Limited, and
- (b) a Damp-Proof Course Damp Guarantee provided by Lovell Specialist Treatments Limited

## **Part 1**

### **Amount secured by the mortgage or charge**

The Company covenanted with the Security Trustee (as trustee for the Beneficiaries) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Beneficiaries and when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Beneficiaries in relation to any such Secured Liabilities or generally in respect of the Company

The Legal Charge secures further advances made under or pursuant to the terms of the Finance Documents and the Security Trustee is, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances

## Part 2

### Short particulars of all the property mortgaged or charged

- 1 As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee
- 1 1 charged to the Security Trustee (as trustee for the Beneficiaries), by way of first legal mortgage, all its Properties which are listed in Schedule 2 (*Properties currently owned*) to the Legal Charge (also described in Annexure 1 of this Schedule),
- 1 2 charged to the Security Trustee (as trustee for the Beneficiaries), by way of first fixed charge, all its
- 1 2 1 Property Interests,
- 1 2 2 Equipment, and
- 1 2 3 Other Rights
- 1 3 assigned to the Security Trustee (as trustee for the Beneficiaries) by way of first fixed mortgage all right, title and interest in and to the Insurance Policies,
- 1 4 assigned to the Security Trustee (as trustee for the Beneficiaries) by way of first fixed mortgage all of its rights, title and interest in and to -
- 1 4 1 the Rental Income, and
- 1 4 2 any guarantee of Rental Income contained in or relating to any of the Properties
- 1 5 assigned to the Security Trustee (as trustee for the Beneficiaries), the benefit of the Assigned Agreements and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements

## Part 3

### Other restrictions

- 1 The Company covenanted with the Security Trustee that the Company will not at any time, except with the prior written consent of the Security Trustee
- 1 1 create or purport to create or permit to subsist any Security other than Permitted Security on or in relation to the Charged Assets,
- 1 2 sell, assign, transfer, lease, licence, share occupation of, part with possession of or otherwise dispose of (or purport to sell, assign, transfer, lease, licence, share occupation of, part with possession of or otherwise dispose of) all or any part of the Charged Assets or of the equity of redemption of any such Charged Assets or any interest in any such Charged Assets save as expressly provided in the Security Agreement, or
- 1 3 create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party

2

In respect of any Property or part of or interest in any Property title to which is registered at the Land Registry the Company consented to the entry of the following restriction on the register of its title to such Property

“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 12 March 2008 in favour of Anglo Irish Bank Corporation plc referred to in the charges register”

## **Annexure 1**

### **Properties**

#### **Part A: Registered Land**

Property known as 41 and 43 Brook Street, London W1 demised by a lease dated 21 June 1999 for a term of 125 years from 25 March 1999 between Grosvenor Properties (1) and AIB Custodial Nominees Limited (as nominee for the Trustees of the ESB General Employees Superannuation Fund) (2) registered at the land registry under title number NGL775395

#### **Part B: Unregistered Land**

None





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

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

**COMPANY NO. 3669265  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 12  
MARCH 2008 AND CREATED BY CLARIDGE'S HOTEL  
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES  
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 17 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2008

*Po AH*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES