

# M

CHFP025

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

\*insert full name  
of Company

P 401  
**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

100647/13

# 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

[8][ ][ ][ ]

03669273

Name of company

\* The Connaught Hotel Limited (the "Company")

Date of creation of the charge

18 December 2008

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

1 Supplemental Debenture to the Debenture (as defined below) granted by the  
Company in favour of the Security Trustee (as defined below) (the  
"Supplemental Debenture")

Amount secured by the mortgage or charge

Q: All moneys, obligations and liabilities (whether at the date of the  
Debenture or at any time thereafter, actual or contingent) on the part of  
the Company to the Secured Parties or any of them to be paid, performed or  
discharged, whether directly or indirectly, under or pursuant to the terms  
of any of the Finance Documents or any of the Subordinated Finance  
Documents and/or in connection with the loan facility or other financial  
accommodation from time to time granted or otherwise made available  
pursuant thereto, with all Expenses and any interest charged under the  
terms of the Debenture but shall not include any obligation or liability to  
the extent that, if it were to be so included, would result in the  
Debenture contravening Section 151 of the Companies Act, 1985 (the "Secured  
Obligations").

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

The Governor and Company of the Bank of Ireland whose registered office is  
at Lower Baggot Street, Dublin 2, Ireland in its capacity as trustee for  
the Secured Parties (the "Security Trustee")

Postcode

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

Travers Smith  
10 Snow Hill  
London

EC1A 2AL  
PEK/7499391

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

WEDNESDAY



A07

COMPANIES HOUSE

518

Short particulars of all the property mortgaged or charged

See Annexure.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Thomas Little*

Date **23**

December 2008

On behalf of ~~XXXXXX~~ [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

## **The Connaught Hotel Limited**

### **Annexure to Form M395**

Company Name: The Connaught Hotel Limited  
Company Number: 03669273

#### **1. Short particulars of all the property mortgaged or charged:**

Under the Supplemental Debenture, the Company, with full title guarantee and as a continuing security for the payment or discharge of the Secured Obligations charged to the Security Trustee by way of legal mortgage the Property.

#### **2. Negative Pledge:**

Under the Supplemental Debenture, the Company agreed that it would not, save as permitted under the Agreement or under the Debenture, create or permit to subsist any Security over any of its assets.

#### **3. Definitions:**

**Accession Letter** : a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Agreement;

**Additional Guarantor** : a company which becomes the Additional Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Agreement;

**Administrator** : an administrator appointed pursuant to Schedule B1 to the Insolvency Act 1986 by the Security Trustee as holder of the Debenture;

**Affiliate** : in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

**Agency Fee Letter** : the fee letter dated on or about the date of the Agreement between the Facility Agent and the Parent setting out the fees referred to in Clause 11.2 (*Fees*) of the Agreement;

**Agreement** : the term facilities agreement dated 21 September 2005 made between, (1) Coroin Limited, (2) the Borrowers (3) the Original Guarantors (4) the financial institutions listed in that agreement as the Original Lenders (5) Anglo Irish Bank Corporation plc, as facility agent for the Lenders and (6) the Security Trustee;

**Borrowers** : the subsidiaries of the Parent listed in Part I of Schedule I (*the Original Obligors*) of the Agreement being Westark Properties Limited and Westone Hotel Acquisitions Limited;

**Charged Assets** : all property or properties and/or other assets and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject of the security constituted or intended to be constituted by the Debenture;

**Debenture** : a debenture granted by, amongst others, the Company in favour of the Security Trustee dated 23 September 2005;

**Development Facility** : the term loan facility made available under the Agreement as described in paragraph (b) of Clause 2.1 (*the Facilities*) of the Agreement;

**Expenses** : all banking, legal and other costs, charges, expenses and/or liabilities (including any VAT thereon) paid or, if earlier, incurred by or on behalf of any Secured Party, Receiver or Administrator in each case on a full indemnity basis in relation to any of the Charged Assets or in protecting, preserving, improving, considering the enforcement or exercise of or enforcing or exercising or attempting to enforce or exercise, any rights arising under or pursuant to any of the Finance Documents and/or in procuring the payment, performance or discharge of any of the Secured Obligations and including, without limitation, the principal amount of any borrowings together with interest thereon and all other expenses and/or liabilities of any Secured Party, Receiver or Administrator paid or incurred from time to time in relation to the exercise of any right or power on the part of any Secured Party, Receiver or Administrator referred to in the Finance Documents;

**Facilities** : each of the Refinancing Facility and the Development Facility;

**Facility Agent** : Anglo Irish Bank Corporation plc as Facility Agent of the Lenders;

**Fee Letter** : the Agency Fee Letter and any other letter or letters dated on or about the date of the Agreement between the Facility Agent and the Parent setting out any of the fees referred to in Clause 11 (*Fees*) of the Agreement;

**Finance Document** : the Agreement, any Fee Letter, any Accession Letter, any Transaction Security Document, the Intercreditor Agreement, any Subordination Letter, any Hedging Agreement and any other document designated as a "**Finance Document**" by the Facility Agent and the Parent;

**Finance Party** : the Facility Agent, the Security Trustee, a Lender or a Hedge Bank;

**Guarantor** : an Original Guarantor or an Additional Guarantor;

**Hedge Bank** : any Lender or an Affiliate of a Lender which (if not a Lender) has acceded to the Agreement and which enters into a Hedging Agreement;

**Hedging Agreement** : any agreement entered into or to be entered into by a Borrower and a Hedge Bank for the purpose of hedging interest rate liabilities in relation to the Facilities (or any part thereof);

**Holding Company** : in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

**Intercreditor Agreement** : the intercreditor agreement dated 21 September 2005 and made between the Finance Parties, the Subordinated Finance Parties and the Obligors;

**Investors** : the persons named in the Agreement as "Investors", and each other person who from time to time accedes to the Shareholders Agreement and enters into a Subordination Letter and "**Investor**" means any of them;

**Investor Loan Notes** : the unsecured subordinated convertible loan stock 2004 issued by the Parent to the Investors and constituted by the Loan Stock Instrument;

**Lender** : means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 24 (Changes to the Lenders) of the Agreement

**Loan Stock Instrument** : the instrument dated 14 May 2004 constituting the Investor Loan Notes as the same may be amended, restated, varied, replaced, substituted or otherwise modified from time to time;

**Obligor** : the Parent, a Borrower or a Guarantor;

**Original Guarantors** : the Parent and the subsidiaries of the Parent listed in Part I of Schedule I (*the Original Obligors*) of the Agreement;

**Original Lenders** : the financial institutions listed in Part II of Schedule I (*the Original Lenders*) of the Agreement;

**Original Subordinated Lenders**: the financial institutions listed in Part II of Schedule I (*The Original Lenders*) of the Subordinated Facility Agreement;

**Parent** : Coroin Limited, a company incorporated under the laws of England and Wales with registered number 5091711;

**Party** : a party to the Agreement;

**Property** : The freehold property known as 12 Adam's Row, London, W1Y 5DF as more particularly described in the two transfers dated on or about the date of the Supplemental Debenture and made (i) between Grosvenor (Mayfair) Estate (as transferor) and the Company (as transferee) and (ii) Grosvenor West End Properties (as transferor) and the Company (as transferee) and derived from the enfranchisement of title numbers NGL286253 and NGL772475 including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise), plant and machinery which are at any time on such property;

**Receiver** : a receiver and/or manager (including, as the context admits and where the law allows, an administrative receiver) appointed under the Debenture;

**Refinancing Facility** : the term loan facility made available under the Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*) of the Agreement;

**Secured Parties** : the Security Trustee, the Facility Agent, each Lender, each Hedge Bank and the Subordinated Finance Parties;

**Security** : means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**Shareholders Agreement** : the shareholders agreement dated 14 May 2004 between the Parent and the Investors (as defined therein) as the same may be amended, restated, varied, replaced, substituted or otherwise modified from time to time;

**Subordinated Facility** : the subordinated loan facility made available by the Subordinated Lenders to the Parent under the Subordinated Facility Agreement;

**Subordinated Facility Agreement** : the subordinated facility agreement dated on or about the date of the Agreement made between the Parent, Westark Properties Limited, Anglo Irish Bank Corporation plc acting as facility agent, the Subordinated Lenders and the Security Trustee pursuant to which the Subordinated Facility were made available, such agreement to be in a form and substance satisfactory to the Facility Agent (acting on the instruction of the Lenders);

**Subordinated Finance Documents** : has the meaning given to the term "**Finance Documents**" in the Subordinated Facility Agreement;

**Subordinated Finance Parties :** The Facility Agent, the Security Trustee or a Subordinated Lender;

**Subordinated Lenders :**

- (a) any Original Subordinated Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party in accordance with Clause 23 (*Changes to the Lenders*) of the Subordinated Facility Agreement

which in each case has not ceased to be a party in accordance with the terms of the Subordinated Facility Agreement;

**Subordination Letters :** each letter entered or to be entered into by each Investor and addressed to, inter alia, the Security Trustee pursuant to which such Investor agrees to subordinate amounts owing under the Investor Loan Notes to the Facilities and the Subordinated Facility;

**Subsidiary :** means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation; or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body; and

**Transaction Security Documents :** each of the following documents:

- (a) the charges, pledges and assignments and other security documents in form and substance acceptable to the Security Trustee and the Facility Agent and identified in Schedule 11 (*Transaction Security Documents*) of the Agreement and each security document delivered to the Facility Agent under Part III of Schedule 2 (Conditions precedent required to be delivered by Additional Guarantors of the Agreement); and
- (b) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.



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

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

**COMPANY NO. 3669273  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE  
DATED 18 DECEMBER 2008 AND CREATED BY THE  
CONNAUGHT HOTEL LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO THE  
GOVERNOR & COMPANY OF THE BANK OF IRELAND 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 24 DECEMBER  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 DECEMBER  
2008

*pl/214*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES