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MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

TUESDAY



L581VWC2

LD2

02/08/2011

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COMPANIES HOUSE

1

Company details

Company number

5 9 3 4 8 7 5

Company name in full

Curzon Nominees II Limited (as a "Chargor")

116 f or official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d8 m0 m7 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Supplemental debenture between each Chargor and the Security Trustee (for the Finance Parties)
(the "**Supplemental Debenture**") to a debenture dated 23 April 2007 (the "**Original
Debenture**"), as supplemented by supplemental debentures dated 5 June 2008, 3 June 2009 and
29 September 2009

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

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 (the "**Liabilities**", as defined in the Original
Debenture)

Capitalised terms are defined in the continuation sheets to this MG01

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Anglo Irish Bank Corporation Limited

Address 10 Old Jewry

London

Postcode E C 2 R 8 D N

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Pursuant to clause 3.1 (Anglo Irish Accounts) of the Supplemental Debenture:

Each Chargor charged by way of first fixed charge the Anglo Irish Accounts

Regardless of the terms on which the moneys are credited to any Anglo Irish Account held with any Finance Party, no amount standing to the credit of that Anglo Irish Account will be or accrue due or payable to a Chargor until

- (a) the Liabilities have been paid and discharged in full, and
- (b) no Finance Party is under any obligation to make banking or other facilities available to any Chargor,

and, subject to Clause 24 (*Accounts*) of the Facility Agreement, until that time no Chargor shall request, demand or claim to be entitled to withdraw any amount from that account except (without prejudice to the Finance Parties' rights under this Supplemental Debenture) as the Security Trustee may in its absolute discretion from time to time permit

Pursuant to clause 3.2 (Third Party Accounts) of the Supplemental Debenture.

Each Chargor assigned absolutely all its rights and interests under the Third Party Account (together with the Anglo Irish Accounts, the "**Charged Assets**")

See continuation sheets of this MG01 for full particulars of the property mortgaged and charged

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

NONE

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).


We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature


Signature


X  X


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

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Particulars of a mortgage or charge

| | |
|--|------------------------------|
|  | Presenter information |
| You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record. | |
| Contact name | Richard Lloyd |
| Company name | Berwin Leighton Paisner LLP |
| Address Adelaide House | |
| London Bridge | |
| Post town | London |
| County/Region | |
| Postcode | E C 4 R 9 H A |
| Country | |
| DX | 92 LONDON/CHANCERY LN |
| Telephone | +44 (0)20 3400 1000 |

| | |
|---|--------------------|
|  | 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 | |
| <input checked="" type="checkbox"/> | The company name and number match the information held on the public Register |
| <input checked="" type="checkbox"/> | You have included the original deed with this form |
| <input checked="" type="checkbox"/> | You have entered the date the charge was created |
| <input checked="" type="checkbox"/> | You have supplied the description of the instrument |
| <input checked="" type="checkbox"/> | You have given details of the amount secured by the mortgagee or chargee |
| <input checked="" type="checkbox"/> | You have given details of the mortgagee(s) or person(s) entitled to the charge |
| <input checked="" type="checkbox"/> | You have entered the short particulars of all the property mortgaged or charged |
| <input checked="" type="checkbox"/> | You have signed the form |
| <input checked="" type="checkbox"/> | You have enclosed the correct fee |

| | |
|--|------------------------------|
|  | 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 | |
| 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

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Pursuant to clause 5 2 (Accounts) of the Supplemental Debenture</p> <p>No Chargor shall close or permit any variation to the rights attaching to any Anglo Irish Account or Third Party Account without the Security Trustee's consent</p> <p>Pursuant to clause 6 (Chargors' Covenants) of the Supplemental Debenture</p> <p>The Chargors covenant with the Security Trustee to perform and observe all their covenants and obligations expressed or implied in or by the terms of the Original Debenture as if they were set out in the Supplemental Debenture in full</p> <p>The provisions of the Original Debenture shall continue in full force and effect and the Original Debenture and the Supplemental Debenture shall be read and construed as one instrument</p> <p>Definitions and Interpretations:</p> <p>In this Form MG01, unless a contrary indication appears or unless otherwise defined elsewhere in this Form MG01, words and expressions defined shall have the meaning set out below</p> <p>"Agent" means Anglo Irish Bank Corporation Limited as agent for the Finance Parties,</p> <p>"Anglo Irish Accounts" means the accounts listed in Part 1 of Schedule 1 (<i>Accounts</i>) together with any account opened from the date of the Supplemental Debenture by a Chargor with the Security Trustee or other Finance Party (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account) and the debt or debts represented by it</p> <p>"Arranger" means Anglo Irish Bank Corporation Limited as the mandated arranger of the facilities made available under the Facility Agreement,</p> <p>"Borrowers" means (1) The Curzon Hotel Properties Limited Partnership, acting by its general partner Curzon Hotel Properties (GP) Limited and (2) Curzon Hotels (Operator) Limited</p> <p>"Chargor" means the persons listed as Chargors in Schedule 2 below</p> <p>"Facility Agreement" means the facility agreement dated 6 February 2007 made between (amongst others) the parties to the Supplemental Debenture, as amended by amendment and restatement agreements dated 3 June 2009, 24 May 2010 and as further amended and restated on or around the date of the Supplemental Debenture</p> <p>"Finance Party" means each of the Arranger, the Agent, the Hedging Counterparty, the Lenders and the Security Trustee</p> <p>"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</p> <p>"Lender" means (a) any Original Lender, and (b) any person which has become a party in accordance with Clause 26 of the Facility Agreement, which, in each case, has not ceased to be a party in accordance with the terms of the Facility Agreement</p> <p>"Obligor" means each of the Borrowers and each Chargor</p> | |

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6 Short particulars of all the property mortgaged or charged

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Short particulars

"Original Lender" means Anglo Irish Bank Corporation Limited

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

"Third Party Accounts" means the account listed in Part 2 of Schedule 1 (*Accounts*) together with any account opened from the date of the Supplemental Debenture by a Chargor with any person other than the Security Trustee or other Finance Party (and any replacement account or subdivision or subaccount of such account and any renewal or redesignation of such account) and the debt or debts represented by them

Schedule 1 Part 1 Anglo Irish Accounts

| Account Name | Chargor | Account Bank | Account Number | Sort Code |
|-------------------------------------|---|------------------------------|----------------|-----------|
| Disposal Proceeds Account | Curzon Hotel Properties Limited Partnership | Anglo Irish Bank Corporation | 20440438 | 20-77-67 |
| FF&E Reserve Account | Curzon Hotels (Operator) Limited | Anglo Irish Bank Corporation | 20118207 | 20-77-67 |
| Opco Debt Service Reserve Account | Curzon Hotels (Operator) Limited | Anglo Irish Bank Corporation | 20101007 | 20-77-67 |
| Propco Debt Service Reserve Account | Curzon Hotel Properties Limited Partnership | Anglo Irish Bank Corporation | 20108310 | 20-77-67 |
| Rectification Account | Curzon Hotel Properties Limited Partnership | Anglo Irish Bank Corporation | 20440437 | 20-77-67 |

Schedule 1 Part 2 Third Party Account

| Account Name | Chargor | Account Bank | Account Number | Sort Code |
|----------------|----------------------------------|-------------------------------|----------------|-----------|
| Agency Account | Curzon Hotels (Operator) Limited | National Westminster Bank Plc | 39296806 | 60-00-01 |

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Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 2 Chargors

| Chargors | Jurisdiction of incorporation or establishment | Registered number |
|--|--|----------------------|
| Curzon Hotel Properties Limited Partnership | England | LP011647 |
| Curzon Hotels (Operator) Limited | England | 05645996 |
| Curzon Hotel Properties (GP) Limited | England | 5931998 |
| Curzon Nominees I Limited | England | 5934870 |
| Curzon Nominees II Limited | England | 5934875 |
| Curzon Hotel Holdings Limited | British Virgin Islands | 1005417 |
| Curzon Hotel Investments Limited | British Virgin Islands | 1006162 |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5934875
CHARGE NO. 16**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 28 JULY 2011 AND CREATED BY CURZON NOMINEES II
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 25 OF THE COMPANIES ACT 2006 ON THE 2 AUGUST 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 AUGUST 2011



Companies House
— for the record —



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