

MG01

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LASERFORM

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
register particulars of a charge for
a company. To do this, please use
form MG01s

TUESDAY



LD3

L1ZN5DFL

08/01/2013

#17

COMPANIES HOUSE

1

Company details

Company number

0 8 3 1 3 6 6 5

Company name in full

MHG Senior Borrower Limited (the "Company")



For 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 m1 m2 y2 y0 y1 y2

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

A debenture dated 28 December 2012 between the Chargors in favour of
Capita Trust Company Limited as trustee for each of the Finance Parties
(the "Common Security Trustee") (the "Debenture")

4

Amount secured

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

Amount secured

All the Liabilities and all other present and
future liabilities and obligations at any time due,
owing or incurred by each Debtor to any Common
Secured Party under the Common Secured Debt
Documents, both actual and contingent and whether
incurred solely or jointly and as principal or
surety or in any other capacity (the "Secured
Obligations")

Continuation page

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

MG01

Particulars of a mortgage or charge

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	Capita Trust Company Limited	
Address	4th Floor, 40 Dukes Place, London	
Postcode	E C 3 A 7 N H	
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	Please see continuation sheet attached	

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission, allowance or discount	None	
8	Delivery of instrument	
	<p>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).</p> <p>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).</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Clifford Chance LLP</i> X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

MG01

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 Sarah Chapman (70-40536723)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 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:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ 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

MG01 - continuation page

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>1 SECURITY</p> <p>1 1 Mortgage</p> <p>Under the Debenture the Company has charged with full title guarantee in favour of Common Security Trustee (as trustee for the Finance Parties), as continuing security for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property</p> <p>1 2 Assignment by way of Security</p> <p>To the extent not validly and effectively charged by way of first legal mortgage under the Debenture as described in paragraph 1 1 (<i>Mortgage</i>), the Company has, under the Debenture, assigned and agreed to assign absolutely with full title guarantee to the Common Security Trustee (as trustee for the Finance Parties) (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted)), as security for the payment and discharge of the Secured Obligations, all of its present and future right, title, share and interest from time to time in and to each of the following assets</p> <ul style="list-style-type: none"> (a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations, trust agreements and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property and all other Related Rights, (b) any Rental Income and Disposal Proceeds and the right to make demand for and receive the same, (c) any Insurance Policies and all proceeds paid or payable thereunder and all other Related Rights, (d) the Finance Costs Account, each Existing Approved Account, any account opened with an Other Approved Bank, each Operating Account, the Group Collection Account, the Deposit Account, the Insurance Proceeds Account, the FF&E and Capex Account, and the Covenant Cure Account (and in each case, any renewal or redesignation thereof or substitution therefore) and the debt or debts represented thereby and all other Related Rights, (e) the Hedge Documents and all proceeds paid or payable thereunder and all other Related Rights, (f) each Management Agreement, together with all Related Rights, (g) the Relevant Loans, together with all Related Rights, and (h) the capital and assets of the LLP, the Partnership Agreement and all Related 	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Rights, together with all present and future claims, causes of action, payments and proceeds in respect thereof

1.3 Fixed charges

To the extent not validly and effectively charged by way of first legal mortgage under the Debenture as described in paragraph 1.1 (*Mortgage*) or effectively assigned under the Debenture as described in paragraph 1.2 (*Assignment by way of Security*), the Company has, under the Debenture, charged with full title guarantee in favour of the Common Security Trustee (as trustee for the Finance Parties), as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its present and future rights, title, share and interest from time to time in and to each of the following assets

- (a) the Real Property and all Related Rights,
- (b) each of its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby and all other Related Rights,
- (c) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,
- (d) patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,
- (e) plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights,
- (f) goodwill and rights and claims in relation to its uncalled share capital,
- (g) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,
- (h) the Relevant Shares (except for those in Westone Hotel Acquisition Company and Raglan Real Estate Acquisition Company) and all dividends, interest and other moneys payable in respect of the Relevant Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise),

MG01 - continuation page

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

- (i) Investments (except for shares in Westone Hotel Acquisition Company and Raglan Real Estate Acquisition Company) and all Related Rights (including all rights against any trustee, nominee, fiduciary or clearance system in respect of those Investments) to the extent not charged pursuant to (j) above;
- (j) the capital and assets of the LLP, the Partnership Agreement and all Related Rights, together with all present and future claims, causes of action, payments and proceeds in respect thereof, and
- (k) each of the assets which are specified in paragraph 1 2 (*Assignment by way of Security*)

1 4 Floating charge

1 4 1 Under the Debenture, the Company has charged with full title guarantee in favour of the Common Security Trustee (as trustee for the Finance Parties), as continuing security for the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Company

1 4 2 The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Common Security Trustee (as trustee for the Finance Parties) as security for the Secured Obligations

1.4 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge referred to in paragraph 1 4 1 above

1 5 Real Property

A reference in paragraph 1 (*Security*) to a mortgage, assignment or charge of any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights

1 6 Present and future assets

A reference in paragraph 1 (*Security*) to any Mortgaged Property or other asset includes, unless the contrary intention appears, present and future Mortgaged Property and other assets

2 DEFINED TERMS

MG01 - continuation page

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

2 1 In this Form MG01 the following terms have the following meanings

"Adams Row Building" means the freehold premises known as 12 Adams Row, London W1K 2LA registered at HM Land Registry with title number NGL901863

"Adams Row Property Owner" means The Connaught Hotel Limited, with registered number 3669273 (which owns the legal and beneficial title to the Adams Row Building)

"Agent" means each of the Senior Agent and the Mezzanine Agent

"Arranger" means each Senior Arranger and each Mezzanine Arranger

"Berkeley Hotel Owner" means The Berkeley Hotel Limited (registered in England and Wales with company number 3669260) as owner of The Berkeley Hotel

"Berkeley Hotel" means the freehold and leasehold premises known as The Berkeley Hotel, Wilton Place, London, SW1X 7RL registered at HM Land Registry with title numbers NGL338774 (freehold), NGL310812 (leasehold) and NGL898710 (leasehold)

"Brook Street Building" means the leasehold premises known as 41-43 Brook Street, London, W1K 4HJ registered at HM Land Registry with title number NGL775395

"Brook Street Property Owner" means together Bluedraft Limited (registered in England and Wales with company number 05518968) and Claridge's Hotel Holdings Limited (registered in England and Wales with company number 3699265) (which own the legal title to the Brook Street Building)

"Buildings" means each or any of

- (a) the Adams Row Building,
- (b) the Brook Street Building, and
- (c) the Knightsbridge Building

"Building Manager" means Davies Menzies or any person which provides management services which includes collection of Rental Income in respect of one or more of the Properties

"Building Property Owner" means the Adams Row Property Owner, the Brook Street Property Owner and/or the Knightsbridge Property Owner

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and, other than for the purpose of determining LIBOR in

MG01 - continuation page

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>accordance with paragraph (a) of the definition of the same, if applicable</p> <p>"Cap Rate" means, as at the relevant Test Date, the rate of interest payable under the Hedge Document entered into as a condition precedent to the Senior Facility Agreement (or any replacement Hedge entered into with the consent of the Agent)</p> <p>"Charged Assets" means each of the assets and undertaking of the Company which from time to time are the subject of any Security created or expressed to be created by it in favour of Common Security Trustee by or pursuant to the Debenture and any Legal Charge</p> <p>"Charged Property" means all of the assets which from time to time are, or are expressed to be, the subject of the Common Transaction Security</p> <p>"Chargors" means The Berkeley Hotel Limited, Goldrange Properties Limited, Claridge's Hotel Holdings Limited, Claridge's Hotel Limited, The Connaught Hotel Limited, Connaught F&B Limited, Maybourne Hotels Limited, Brook Street 1 Ltd, Brook Street 2 Ltd, 41-43 Brook Street LLP, Bluedraft Limited, Westark Properties Limited, Shapeloose Limited, Raglan Real Estate Acquisition Company, Westone Hotel Acquisitions Company, MHG Senior Borrower Limited, MHG Senior Holdco Limited, Brook Street Trustee Co Number 1 Limited and Brook Street Trustee Co Number 2 Limited (each a "Chargor")</p> <p>"Claridge's Hotel Owner" means Claridge's Hotel Limited (registered in England and Wales with company number 0029022) as owner of the Claridge's Hotel</p> <p>"Claridge's Hotel" means the freehold premises known as Claridge's Hotel, 45-47 Brook Street, London, W1K 4HR registered at HM Land Registry with title number NGL633367</p> <p>"Common Secured Debt Document" means the Senior Finance Documents and the Mezzanine Finance Documents</p> <p>"Common Secured Parties" means the Common Security Agent, any Receiver or Delegate and each of the Agents, the Arrangers and the Primary Creditors from time to time but, in the case of each Agent, Arranger or Primary Creditor, only if it is a party to the Intercreditor Agreement or (in the case of an Agent or a Primary Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to the Intercreditor Agreement</p> <p>"Common Security Agent" means Capita Trust Company Limited</p> <p>"Common Security Document" means,</p> <ul style="list-style-type: none"> (a) the Debenture, (b) each Legal Charge, and 	

MG01 - continuation page
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>(c) any document designated in writing as such by the Agent and the Obligors' Agent as agent for the Obligors</p> <p>"Common Security Trustee" means Capita Trust Company Limited</p> <p>"Common Transaction Security" means any Security created or evidenced or expressed to be created or evidenced under or pursuant to the Common Security Documents which to the extent legally possible</p> <p>(a) is created in favour of the Common Security Agent as trustee for the other Common Secured Parties in respect of their Liabilities; or</p> <p>(b) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Common Security Agent as trustee for the Common Secured Parties is created in favour of</p> <p>(i) all the Common Secured Parties in respect of their Liabilities, or</p> <p>(ii) the Common Security Agent under a parallel debt structure for the benefit of all the Common Secured Parties,</p> <p>(c) and which ranks in the order of priority contemplated in to the Intercreditor Agreement</p> <p>"Connaught Hotel" means</p> <p>(a) the leasehold premises known as 10, 11 and 12 Mount Street and 10 and 11 Adam's Row registered at HM Land Registry with title number NGL46336; and</p> <p>(b) the Connaught Hotel, Carlos Place, London, W1K 4HR registered at HM Land Registry with title number LN52023</p> <p>"Connaught Hotel Owner" means The Connaught Hotel Limited (registered in England and Wales with company number 3669273) as owner of the Connaught Hotel</p> <p>"Consolidated Net Finance Charges" means, for any relevant period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment penalties or premiums or charges and other finance payments in respect of borrowings (including, for the avoidance of doubt, Projected Finance Charges) whether paid, payable or capitalised by any Obligor in respect of that relevant period</p> <p>(a) excluding any such obligations owed to any other member of the Group,</p> <p>(b) excluding interest on the Loan Stock and any preference shares subordinated</p>

MG01 - continuation page

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>in accordance with the terms of the Intercreditor Agreement (or otherwise subordinated on terms satisfactory to the Agent), and</p> <p>(c) deducting any accrued interest owing to any member of the Group on any deposit or bank account.</p> <p>"Coroin" means Coroin Limited</p> <p>"Counterparty" means any bank or financial institution appointed as a Counterparty pursuant to the Senior Facility Agreement</p> <p>"Covenant Breach Cure Payment" means any payment of an Equity Cure Payment by the Mezzanine Lenders directly into the Covenant Cure Account which payment shall take effect under the Mezzanine Facility Agreement by way of a Loan (as defined thereunder) advanced to the Mezzanine Borrower which is then advanced to the Senior Parent and then the Senior Borrower in accordance with the Intercreditor Agreement</p> <p>"Covenant Cure Account" means the account maintained by the Obligors' Agent in accordance with the Senior Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account</p> <p>"Creditors" means the Primary Creditors, the Intra-Group Lenders, the Senior Parent and the Mezzanine Borrower.</p> <p>"Debt Document" means each of the Intercreditor Agreement, the Senior Finance Documents, the Mezzanine Finance Documents, the Security Documents, any agreement evidencing the terms of the Senior Parent Liabilities, the Intra-Group Liabilities or the Mezzanine Borrower Liabilities and any other document designated as such by, prior to the Senior Discharge Date, the Common Security Agent and the Senior Borrower and, on and from the Senior Discharge Date, the Mezzanine Security Agent and the Mezzanine Borrower</p> <p>"Debtor" means each Original Debtor and any person which becomes a party as a Debtor in accordance with the terms of the Intercreditor Agreement</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Common Security Agent</p> <p>"Deposit Account" means the account maintained by the Obligors' Agent in accordance with the Senior Facility Agreement (Designation of Control Accounts) and includes its interest in any replacement account or sub-division or sub-account of that account</p> <p>"Disposal" means the disposal of</p> <p>(a) the Senior Borrower or Property Owner's interest in the whole or part of any</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Property, or</p> <p>(b) the disposal of any shares in any Obligor which owns or whose Subsidiary owns a Property</p> <p>"Disposal Proceeds" means all sums paid or payable or any other consideration given or to be given in money or money's worth for a Disposal, including (without double counting)</p> <p>(a) all such sums and other consideration,</p> <p>(b) all compensation and damages received for any use or disturbance, blight or compulsory purchase,</p> <p>(c) in the case of a Disposal of a Building, the cash value of any apportionment of any income or other sum given or made to any purchaser or other person upon such a Disposal,</p> <p>(d) in the case of a Disposal of a Hotel, the cash value of any apportionment of any Net Operating Income or other sum given or made to any purchaser or other person upon such a Disposal,</p> <p>(e) in the case of a disposal of shares in an Obligor which owns or whose Subsidiary owns a Property, an amount equal to the indebtedness owed by that Obligor required to be repaid in connection with or as a direct result of that Disposal,</p> <p>(f) the sum of any deposit paid upon exchange of contracts, and</p> <p>(g) any amount in respect of or which represents VAT chargeable in respect of any sum referred to in paragraphs (a) to (e) above</p> <p>"Duty of Care Agreement" means the duty of care agreement dated 28 December 2012 between Bluedraft Limited, Claridge's Hotel Holdings Limited, The Connaught Hotel Limited, Goldrange Properties Limited, David Menzies Management Services Ltd as managing agent, the Senior Agent, the Mezzanine Agent and the Common Security Trustee</p> <p>"Equity Cure Payment" means a LTV Equity Cure Payment and an Interest Cover Cure Payment</p> <p>"Excluded Property" means each or any of</p> <p>(a) the Savoy Hotel, London;</p>	

MG01 - continuation page

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	<ul style="list-style-type: none"> (b) 21 Three Kings Yard, London W1, (c) 16 Old Barrack Yard, London W1, (d) Flat 2, 13 Draycott Place, London SW3, (e) Flat 7, Avenfield House, 118-127 Park Lane, London W1, (f) 4th floor, 30 Old Burlington Street, London W1, (g) 7th floor, 3 Smolenskaya, 121099 Moscow, and (h) Part 7th floor (Suite 7C), 400 Madison Avenue, New York 10017 <p>"Existing Approved Account" means each of the following accounts</p> <ul style="list-style-type: none"> (a) the account with Barclays Bank Plc in the name of Maybourne Hotels Ltd with sort code 20-32-29 and account number 70896381, (b) the account with Barclays Bank Plc in the name of The Berkeley Hotel (receipts) with sort code 20-32-29 and account number 90788279; (c) the account with Barclays Bank Plc in the name of The Berkeley Hotel (payments) with sort code 20-32-29 and account number 40466778, (d) the account with Barclays Bank Plc in the name of Claridge's Hotel Ltd with sort code 20-32-29 and account number 90849790, (e) the account with Barclays Bank Plc in the name of Connaught Hotel Ltd with sort code 20-32-29 and account number 20442674; (f) the account with Barclays Bank Plc in the name of Connaught F&B Ltd with sort code 20-32-29 and account number 00748447; (g) the account with Barclays Bank Plc in the name of Maybourne Hotel Ltd with sort code 20-30-19 and account number 79055233, (h) the account with Barclays Bank Plc in the name of Claridge's Hotel Ltd with sort code 20-30-19 and account number 75418933; (i) the account with Barclays Bank Plc in the name of Connaught Hotel Ltd with sort code 20-30-19 and account number 88432100, (j) the account with Barclays Bank Plc in the name of The Berkeley Hotel Ltd with sort code 20-30-19 and account number 43964544, 	

MG01 - continuation page

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

- (k) the account with Barclays Bank Plc in the name of Goldrange Properties Ltd with sort code 20-32-29 and account number 30671304;
- (l) the account with Barclays Bank Plc in the name of 41 - 43 Brook St LLP with sort code 20-32-29 and account number 23411478;
- (m) the account with Barclays Bank Plc in the name of Brook Street 1 Ltd with sort code 20-32-29 and account number 33984761,
- (n) the account with Barclays Bank Plc in the name of Bluedraft Ltd with sort code 20-32-29 and account number 80416568,
- (o) the account with Barclays Bank Plc in the name of Mitcham Parkside - Business a/c with sort code 20-32-29 and account number 30533769,
- (p) the account with Allied Irish Bank (GB) in the name of Coroin Ltd - current a/c with sort code 23-84-82 and account number 01363061,
- (q) the account with Allied Irish Bank (GB) in the name of Coroin Ltd - Fixed Deposit a/c with sort code 23-02-40 and account number 20044842,
- (r) the account with Allied Irish Bank (GB) in the name of Coroin Ltd - Call deposit a/c with sort code 23-84-82 and account number 01363228,
- (s) the account with Allied Irish Bank (GB) in the name of Westark Properties Ltd - Current a/c with sort code 23-84-82 and account number 01364036,
- (t) the account with Allied Irish Bank (GB) in the name of Westark Properties Ltd - Deposit a/c with sort code 23-84-82 and account number 01364119,
- (u) the account with Allied Irish Bank (GB) in the name of Westone Hotel Acquisitions Co - GBP 100% Access a/c with sort code 990220 and account number 60395191,
- (v) the account with M&T Bank in the name of Maybourne Hotels Ltd with account number 8890729422,
- (w) the account with M&T Bank in the name of The Berkeley Hotel Ltd with account number 8890726972;
- (x) the account with M&T Bank in the name of Claridge's Hotel Ltd with account number 8890726980,
- (y) the account with M&T Bank in the name of Connaught Hotel Ltd with sort

MG01 - continuation page

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

code and account number 8890726988,

- (z) the account with Irish Bank Resolution Corporation Ltd (IBRC) in the name of Coroin Ltd - GBP 100% Access Account with sort code 990220 and account number 61015119,
- (aa) the account with Irish Bank Resolution Corporation Ltd (IBRC) in the name of Westark Properties Ltd - GBP 100% Access a/c with sort code 990220 and account number 61015437,
- (bb) the account with Bank of Ireland in the name of Westone Hotel Acquisitions Co - Deposit a/c with account number 1912105 - 4, and
- (cc) the account with Bank of Ireland in the name of Westone Hotel Acquisitions Co - Deposit a/c with account number 1912105 - 3

"Existing Facilities " means the facilities governed by the facilities agreement known as the *"Facilities Amendment and Knightsbridge Acquisition Facilities Agreement"* (and otherwise known as the *"FAKAFa"*) dated 1 April 2011 and originally made between, amongst others, Coroin, the Berkeley Hotel Owner, the Claridge's Hotel Owner, the Connaught Hotel Owner and certain of the Guarantors (as lenders and/or guarantors), Anglo Irish Bank Corporation Limited (as facility agent and original lender) and The Governor and Company of the Bank of Ireland (as security trustee and original lender), as amended and restated, supplemented and/or novated from time to time

"Facility" means the Senior Facility and / or the Mezzanine Facility

"FF&E" means furniture, fixtures, equipment, vehicles, capital improvements of a non-structural nature (but including minor structural works incidental to the non-structural works) and personal property used in the operation of the Hotels

"FF&E and Capex Account" means the account maintained by Maybourne in accordance with the Senior Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

"FF&E Deduction" means, at any relevant time, in respect of the Hotels, an aggregate amount equal to 4 per cent of Total Revenue generated by the Hotels for the then preceding 12 months (or such other amount as shall be agreed in writing by the Agent and the Obligors' Agent in respect of the Hotels)

"Final Discharge Date" means the later to occur of the Senior Discharge Date and the Mezzanine Discharge Date

"Finance Costs Account" means the account maintained by Maybourne in accordance with the Senior Facility Agreement and includes its interest in any replacement account or sub-

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>division or sub-account of that account</p> <p>"Finance Document" means each of</p> <ul style="list-style-type: none"> (a) the Senior Facility Agreement, (b) the Common Security Documents, (c) the Intercreditor Agreement, (d) each Duty of Care Agreement, (e) each transfer certificate, (f) each assignment agreement, (g) each fee letter, (h) each Hedge Document, (i) the utilisation request; (j) each accession letter, and (k) any document designated as such in accordance with the terms of the Facility Agreement <p>"Finance Party" means each of the Senior Finance Parties and the Mezzanine Finance Parties.</p> <p>"Group Collection Account" means the account maintained by Maybourne in accordance with the Senior Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account</p> <p>"Group" means Coroin and its Subsidiaries for the time being</p> <p>"Guarantors" means MHG Senior Borrower Limited, MHG Senior Holdco Limited, The Berkeley Hotel Limited, Goldrange Properties Limited, Claridge's Hotel Holdings Limited, Claridge's Hotel Limited, The Connaught Hotel Limited, Connaught F&B Limited, Maybourne Hotels Limited, Brook Street 1 Ltd, Brook Street 2 Ltd, 41-43 Brook Street LLP, Bluedraft Limited, Westark Properties Limited, Shapeloose Limited, Raglan Real Estate Acquisition Company and Westone Hotel Acquisitions Company</p> <p>"Headlease" means any Lease under which a Property Owner holds any interest in its Property</p>	

MG01 - continuation page
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>"Hedge Document" means each of the documents entered into by the Senior Borrower and a Counterparty as the case may be evidencing or relating to any interest or currency swap, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction entered into in connection with protection against or benefit from fluctuation in interest or currency rates in respect of the Loan</p> <p>"Hotel" means each or any of</p> <ul style="list-style-type: none"> (a) The Berkeley Hotel, (b) The Connaught Hotel, and (c) Claridge's Hotel <p>"Hotel Property Owner" means Claridge's Hotel Limited, The Berkeley Hotel Limited and the Connaught Hotel Limited.</p> <p>"Insurance Policies" means any policy of insurance in which the Company may at any time have an interest entered into in accordance with the terms of the Relevant Facility Agreement</p> <p>"Insurance Proceeds Account" means the account maintained by the Obligors' Agent in accordance with the Senior Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account.</p> <p>"Inter-company Loan Agreement" means any indebtedness entered into or to be entered into between a Chargor and any Obligor and all other present and future indebtedness, sums, obligations or liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever) of an Obligor to the Chargors (or any of them)</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Debenture and made between the Senior Agent, the Senior Lenders, the Senior Arrangers, the Mezzanine Agent, the Mezzanine Lenders, the Mezzanine Arrangers, the Senior Parent, the Senior Borrower, the Original Debtors, the Intra-Group Lenders, the Mezzanine Borrower, Coroin, the Common Security Agent and the Mezzanine Security Agent</p> <p>"Interest Cover Cure Payment" means an amount which would be sufficient to meet the requirements of clause 22.2 (Interest cover) of the Senior Facility Agreement on the relevant date</p> <p>"Interest Period" means each period determined in accordance with Clause 9 (<i>Interest Periods</i>) of the Senior Facility Agreement and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (<i>Default interest</i>) of the Senior Facility</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Agreement.

"Intra-Group Lenders" means MHG Senior Borrower Limited, The Berkeley Hotel Limited, Goldrange Properties Limited, Claridge's Hotel Holdings Limited, Claridge's Hotel Limited, The Connaught Hotel Limited, Connaught F&B Limited, Maybourne Hotels Limited, Brook Street 1 Ltd, Brook Street 2 Ltd, 41-43 Brook Street LLP, Bluedraft Limited, Westark Properties Limited, Shapeloose Limited, Raglan Real Estate Acquisition Company and Westone Hotel Acquisitions Company

"Intra-Group Liabilities" means the Liabilities owed by any member of the Mezzanine Group to any of the Intra-Group Lenders (other than the Senior Parent Liabilities)

"Interest Payment Date" means

- (a) in relation to the Loan, 23 January, 23 April, 23 July and 23 October in each year (or, if not a Business Day, the Business Day falling immediately thereafter) and the first Interest Payment Date shall fall on 23 April 2013 (or, if not a Business Day, the Business Day falling immediately thereafter), and
- (b) in relation to any Unpaid Sum, the last day of an Interest Period relevant to that Unpaid Sum

"Investments" means all stocks, shares, debentures, securities, certificates of deposit and other investments, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf

"Knightsbridge Building" means the freehold premises known as 33-39 (odd) Knightsbridge, London SW1X 7NL registered at HM Land Registry with title numbers 300527, 296105 and 296106

"Knightsbridge Property Owner" means Goldrange Properties Limited (registered in England and Wales with company number 5365104) which owns the legal and beneficial title to the Knightsbridge Building

"Lease" means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of a Property and any agreement for the grant of any of the foregoing

"Legal Charge" means each charge by way of legal mortgage entered or to be entered into by the Company in favour of the Common Security Trustee and which is supplemental to the Debenture

"Liabilities" means all present and future liabilities and obligations at any time of any Debtor to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the

MG01 - continuation page

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

following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

"LIBOR" means in relation to any Loan or Unpaid Sum on which interest for a given period is to accrue:

- (a) the applicable Screen Rate; or
- (b) (if no Screen Rate is available for sterling or for the Interest Period of that Loan or Unpaid Sum) the Reference Bank Rate,

at or about 11 00am on the Quotation Day for Sterling and for a period comparable to the Interest Period for that Loan or Unpaid Sum and, if any such rate is below zero, LIBOR shall be deemed to be zero

"LLP" means 41-43 Brook Street LLP (a limited liability partnership registered in England and Wales with number OC335486)

"Loan" means each Senior Loan and Mezzanine Loan

"Loan Stock" means the loan stock issued by Coroin pursuant to loan stock instruments dated 14 May 2004 and 6 May 2010, as amended from time to time (including pursuant to Clause 4 1 (*Conditions precedent*)), convertible into Non-Voting Shares in the share capital of Coroin

"LTV Equity Cure Payment" means an amount which would be sufficient to meet the requirements of clause 22 1 (Loan to value) of the Senior Facility Agreement on the relevant date

"Management Agreement" means any agreement entered or to be entered into between a

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Building Manager and each relevant Property Owner appointing that Building Manager as managing agent of all or part of a Property in form and substance satisfactory to the Agent</p> <p>"Maybourne" means Maybourne Hotels Limited</p> <p>"Mezzanine Agent" means Situs Asset Management Limited</p> <p>"Mezzanine Arranger" means Starwood Property Mortgage, L L C , Starfin Lux S À R L, Royal Bank of Canada, London Branch and Pluto Investment S À R L</p> <p>"Mezzanine Borrower Intercompany Loan Agreement" means any intercompany loan agreement between the Senior Parent as borrower and the Mezzanine Borrower as lender</p> <p>"Mezzanine Borrower Intercompany Loan" means a loan advanced to the Senior Parent by the Mezzanine Borrower under the Mezzanine Borrower Intercompany Loan Agreement or otherwise.</p> <p>"Mezzanine Borrower Liabilities" means all Liabilities owed by the Senior Parent to the Mezzanine Borrower under the Mezzanine Borrower Intercompany Loan</p> <p>"Mezzanine Borrower" means MHG Mezz Borrower Limited</p> <p>"Mezzanine Creditors" means each Mezzanine Agent, each Mezzanine Arranger and each Mezzanine Lender</p> <p>"Mezzanine Discharge Date" means the first date on which all Mezzanine Liabilities have been fully and finally discharged to the satisfaction of the Mezzanine Agent, whether or not as a result of an enforcement, and the Mezzanine Creditors are under no further obligation to provide financial accommodation to the Mezzanine Borrower under the Mezzanine Finance Documents</p> <p>"Mezzanine Facility Agreement" means the mezzanine facility agreement dated on or about the date of the Debenture between Coroin, the Mezzanine Borrower, the Mezzanine Guarantors, the Mezzanine Arrangers, the Mezzanine Lenders, the Mezzanine Agent and the Mezzanine Security Agent</p> <p>"Mezzanine Facility" means the £147,000,000 term loan facility made available under the Mezzanine Facility Agreement</p> <p>"Mezzanine Finance Documents" means each of</p> <ul style="list-style-type: none"> (a) the Mezzanine Facility Agreement, (b) the Transaction Security Documents, 	

MG01 - continuation page

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>(c) the Intercreditor Agreement</p> <p>(d) each Duty of Care Agreement,</p> <p>(e) each Transfer Certificate,</p> <p>(f) each Assignment Agreement,</p> <p>(g) each Mezzanine Fee Letter,</p> <p>(h) the Utilisation Request,</p> <p>(i) the Subordination Agreement, and</p> <p>(j) any document designated in writing as such by the Mezzanine Agent and the Mezzanine Obligors' Agent</p> <p>"Mezzanine Finance Party" means the Mezzanine Agent, each Mezzanine Arranger, the Mezzanine Security Agent or each Mezzanine Lender</p> <p>"Mezzanine Group" means the Senior Parent and its Subsidiaries for the time being</p> <p>"Mezzanine Guarantors" means Coroin and Mezzanine Holdco</p> <p>"Mezzanine Holdco" means Maybourne Mezzanine Holdco Limited and any of its successors in title, transferees and assignees.</p> <p>"Mezzanine Lenders" means Starwood Property Mortgage, L L C , Starfin Lux S.À R L, Royal Bank of Canada, London Branch and Pluto Investment S À R L</p> <p>"Mezzanine Liabilities" means the Liabilities owed by the Mezzanine Borrower and the Debtors to the Mezzanine Creditors under or in connection with the Mezzanine Finance Documents</p> <p>"Mezzanine Loan" means the loan made or to be made under the Mezzanine Facility or the then principal amount outstanding under the Mezzanine Facility and, for the avoidance of doubt, shall include any Property Protection Loan, Covenant Breach Cure Payment or Payment Default Cure Payment.</p> <p>"Mezzanine Obligor's Agent" means the Mezzanine Borrower</p> <p>"Mezzanine Security Agent" means Capita Trust Company Limited</p> <p>"Mezzanine Security Documents" means each of</p> <p>(a) the first ranking debenture dated on or about the date of the Intercreditor</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Agreement and granted by Coroin to the Mezzanine Security Agent over all of the assets of Coroin,

- (b) the first ranking debenture dated on or about the date of the Intercreditor Agreement and granted by Mezzanine Holdco to the Mezzanine Security Agent over all of the assets of Mezzanine Holdco,
- (c) the first ranking debenture dated on or about the date of the Intercreditor Agreement and granted by the Mezzanine Borrower to the Mezzanine Security Agent over all of the assets of the Mezzanine Borrower

"Mortgaged Property" means the freehold and leasehold property specified in the Schedule to each Legal Charge and any freehold or leasehold property specified in Schedule 2 to the Debenture

"Net Operating Income" means, in respect of any relevant period, Total Revenue *less*

- (a) Operating Expenses accrued during that period,
 - (b) the FF&E Deductions for that period,
- and for the avoidance of doubt, before
- (i) deducting any Consolidated Net Finance Charges,
 - (ii) deducting Refinancing Costs,
 - (iii) taking into account any items treated as exceptional or extraordinary items (not included within the list of exclusions within the definition of "Total Revenue" and not being Refinancing Costs),
 - (iv) deducting the amount of Taxes (other than business rates and/or any other property taxes),
 - (v) deducting any amount attributable to the amortisation or depreciation of intangible assets or the depreciation of tangible assets

"Net Rental Income" means Rental Income in respect of a Property or, as the case may be, the Properties after deducting (without double counting)

- (a) all Service Charge Proceeds and any sinking fund items,
- (b) any sum paid to a Property Owner by an Occupational Tenant by way of a deposit to secure against failure to pay rent or any other sum due under an

MG01 - continuation page

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>Occupational Lease,</p> <ul style="list-style-type: none"> (c) any sum representing any VAT chargeable in respect of Rental Income, and (d) ground rent and any other sum payable under any Headlease <p>"Non-Voting Shares" means non voting ordinary shares of £1 each in the share capital of Coroin</p> <p>"Obligors' Agent" means Maybourne</p> <p>"Obligors" means Coroin, the Senior Borrower, each of the Guarantors and "Obligor" means any one of them</p> <p>"Occupational Lease" means any Lease to which an Obligor's interest in a Property may be subject from time to time</p> <p>"Occupational Tenant" means a tenant pursuant to an Occupational Lease</p> <p>"Operating Account" means the account maintained by each Hotel Property Owner and Connaught F&B Limited in accordance the Senior Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account</p> <p>"Operating Expenses" means in respect of each member of the Group, all ordinary and necessary expenses incurred in the operation of the business carried out by that Obligor, including all</p> <ul style="list-style-type: none"> (a) personnel and labour costs, including salaries, bonuses and pension contributions (including pension deficit reduction amounts), (b) all routine expenses for maintenance and repair (save to the extent recoverable from any Occupational Tenant), (c) head office and related costs, (d) administrative expenses, including all costs of maintaining each member of the Group, (e) costs for utilities, (f) insurance costs, (g) costs and expenses for marketing, advertising and promotion of the Properties, (h) rental and leasing costs to the extent permitted by the Senior Facility 	

MG01 - continuation page

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

Agreement,

- (i) fees for professional services;
- (j) purchase of food and beverage inventories,
- (k) business rates and/or any other property taxes, and
- (l) without double counting any FF&E Deduction or expenditure on FF&E in excess of the FF&E Deduction,

all as determined in accordance with GAAP, but expressly excluding any depreciation and amortisation of capital assets

"Original Debtors" means the Senior Parent, the Senior Borrower, The Berkeley Hotel Limited, Goldrange Properties Limited, Claridge's Hotel Holdings Limited, Claridge's Hotel Limited, The Connaught Hotel Limited, Connaught F&B Limited, Maybourne Hotels Limited, Brook Street 1 Ltd, Brook Street 2 Ltd, 41-43 Brook Street LLP, Bluedraft Limited, Westark Properties Limited, Shapeloose Limited, Raglan Real Estate Acquisition Company and Westone Hotel Acquisitions Company

"Other Approved Bank" means any bank with which an Obligor holds an Existing Bank Account or any other account which has been approved in writing by the Agent

"Partnership Agreement" means the limited liability partnership agreement relating to the LLP dated 12 March 2008 made between Brook Street Trustee Co Number 1 Limited and Brook Street Trustee Co Number 2 Limited constituting the LLP as the same may be amended, restated, novated or supplemented from time to time

"Payment Default Cure Payment" means a payment by the Mezzanine Lenders directly into the Finance Costs Account in an amount equal to such amount as remains due and payable to the Senior Finance Parties by the Debtors, which payment shall take effect under the Mezzanine Facility Agreement by way of a Loan (as defined thereunder) advanced to the Mezzanine Borrower which is then advanced to the Senior Parent and then the Senior Borrower in accordance with the Intercreditor Agreement

"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

"Primary Creditors" means the Senior Facility Creditors and the Mezzanine Creditors

"Projected Finance Costs" means, on any Test Date the aggregate of all interest and fees (excluding any fees payable under Clause 12.1 (*Arrangement Fee*) of the Senior Facility Agreement, Clause 12.3 (*Commitment Fee*) of the Senior Facility Agreement and Clause

MG01 - continuation page
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>12.5 (<i>Prepayment Fee</i>) of the Senior Facility Agreement) projected by the Agent (acting reasonably) to be payable by the Obligors to the Finance Parties under the Finance Documents in respect of any given period assuming that LIBOR for that period is the lower of (i) the mid-market swap rate for the relevant 12-month test period, being the average of the relevant rates displayed on the "BPSW1V3 - GBP SWAP (VS 3m LIB) 1YR" screen available on Bloomberg which shows fixed to floating rate as against a quarterly basis (or, if the agreed page is replaced or the service ceases to be available, the Facility Agent may specify another page or service displaying the appropriate rate after consultation with the Borrower), and (ii) the Cap Rate</p> <p>"Property" means each or any of</p> <ul style="list-style-type: none"> (a) the Hotels, (b) the Buildings, and (c) any other present or future freehold and leasehold property and any other interest in land or buildings and all rights relating thereto, in each case howsoever described (other than the Excluded Properties) in which an Obligor has an interest from time to time <p>"Property Owners" means each Hotel Property Owner and each of the Building Property Owners and "Property Owner" means any one of them</p> <p>"Property Protection Loan" means an additional loan made by a Mezzanine Lender, at their discretion, to the Mezzanine Borrower to fund</p> <ul style="list-style-type: none"> (a) payment of insurance premia in respect of any of the Properties, (b) payment of ground rent or other sums due under any Head Lease of a Property, (c) the payment of any Cure Payment or the payment of any amount to be applied pursuant to Clause 6.2 (Right to Cure Minor Defaults) of the Intercreditor Agreement, and/or (d) the payment of any committed capital expenditure that a Mezzanine Obligor is required to fund under the Senior Facility Agreement, and/or (e) payment of any other amount which in the opinion of that Lender is necessary to avoid a material adverse effect on the value of, or income generated by, any Property, <p>(in relation to paragraphs (a) and (b) above in circumstances where a Mezzanine Obligor is obliged under a Mezzanine Finance Document, but has</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

failed to pay the relevant amount)

"Quotation Day" means, in relation to any period for which an interest rate is to be determined, the first day of that period unless market practice of any Lender differs in the London Interbank Market in which case the Quotation Day will be determined by the Agent in accordance with that Lender's market practice in the London Interbank Market (and if quotations would normally be given by the leading banks in the London Interbank Market on more than one day, the Quotation Day will be the last of those days)

"Real Property" means the Mortgaged Property and any present or future freehold or leasehold property and any other interest in land or buildings and all rights relating thereto in which the Company has an interest

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

"Reference Bank Rate" means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks as the rate at which the relevant Reference Banks could borrow funds in the interbank market in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in the currency and for that period

"Reference Banks" means the principal London office of Barclays Bank PLC, HSCB Bank Plc and Lloyds TSB Bank plc or such other banks as may be appointed by the Agent in consultation with the Obligors' Agent.

"Refinancing Costs" means all fees, costs and expenses, stamp duty, registration and other Taxes incurred by any member of the Group in connection with the refinancing of the Existing Facilities as set out in the funds flow statement to be provided as a conditions precedent to the Senior Facility Agreement or otherwise, approved in writing by the Agent

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset

MG01 - continuation page

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>"Relevant Facility Agreement" means</p> <ul style="list-style-type: none"> (a) prior to the Senior Discharge Date, the Senior Facility Agreement, (b) on or after the Senior Discharge Date and at any time until the Mezzanine Discharge Date, the Mezzanine Facility Agreement, and <p>on or after the Mezzanine Discharge Date, the Senior Facility Agreement</p> <p>"Relevant Loans" means each and every sum paid or payable from time to time to the Company pursuant to each Inter-company Loan Agreement and any other sum from time to time paid or payable by any subsidiary of the Company for the time being to the Company</p> <p>"Relevant Share" means any stock, share, debenture or other security specified below</p> <ul style="list-style-type: none"> (a) 1 Ordinary £1 share held by The Berkeley Hotel Limited in Goldrange Properties Limited, (b) 100 Ordinary £1 shares held by The Berkeley Hotel Limited in The Minema Limited, (c) 60,000 Ordinary £1 shares, 30,000 First Preference £1 shares and 40,000 Second Preference £1 shares held by The Berkeley Hotel Limited in The Berkeley Hotel Company (49907) Limited, (d) 1 Ordinary £1 share held by Brook Street Trust in Brook Street Trustee Co Number 1 Limited, (e) 1 Ordinary £1 share held by Brook Street Trust in Brook Street Trustee Co Number 2 Limited, (f) the interest held by Brook Street 2 Ltd and Brook Street Trust in 41-43 Brook Street LLP, (g) 1 Ordinary £1 share held by Claridge's Hotel Holdings Limited in Brook Street 1 Ltd, (h) 35,000,000 Ordinary £1 shares held by Claridge's Hotel Holdings Limited in Brook Street 2 Ltd, (i) 28,615,873 Ordinary £0 10 shares held by Claridge's Hotel Holdings Limited in Claridge's Hotel Limited, (j) 100 Ordinary £1 shares held by Claridge's Hotel Holdings Limited in A 	

MG01 - continuation page

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

Goody Rewarded Limited,

- (k) 15,000 Ordinary £10 shares held by Claridge's Hotel Holdings Limited in Claridge's Hotel (42000) Limited,
- (l) 1 Ordinary £1 share held by Claridge's Hotel Limited in Bluedraft Limited,
- (m) 1 Ordinary £1 share held by The Connaught Hotel Limited in Connaught F&B Limited,
- (n) 610 Ordinary £1 shares held by The Connaught Hotel Limited in Mount Street Mansions Limited,
- (o) 660,000 Preferred Ordinary £0 25 held by The Connaught Hotel Limited in The Connaught Hotel (52242) Limited,
- (p) 11,082 ordinary £1 shares held by Maybourne Hotels Limited in Motcomb Trust Limited,
- (q) 270,000 Ordinary £1 shares and 350,000 6% Non-Cumulative Preference £1 shares held by Maybourne Hotels Limited in The Worcester Building Company Limited,
- (r) 77,450 Ordinary £0 01 shares and 77,450 5% Non-Cumulative Preference £1 shares held by Maybourne Hotels Limited in Centralglen Limited,
- (s) 17,329 Ordinary A £1 shares and 26,000 Ordinary B £1 shares held by Maybourne Hotels Limited in Speed 6060 Limited,
- (t) 100 Ordinary £1 shares held by Maybourne Hotels Limited in The Orpheans Limited,
- (u) 54 Ordinary £1 shares held by Maybourne Hotels Limited in Q&M Limited,
- (v) 450 Ordinary A £1 shares and 8,050 Ordinary B £1 shares held by Maybourne Hotels Limited in Patrick Spitfire Limited,
- (w) 200 Ordinary £1 shares held by Maybourne Hotels Limited in Project Castle Limited,
- (x) 100 Ordinary £1 shares held by Maybourne Hotels Limited in Claridge's Hotel Laundry Limited;
- (y) 14,000 Ordinary £0 50 shares held by Maybourne Hotels Limited in Stone's

MG01 - continuation page

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

Chop House Limited,

- (z) 100 Ordinary £1 shares held by Maybourne Hotels Limited in James Edward Limited,
- (aa) 800 Ordinary £0 50 shares and 600 5% Non-Cumulative Preference £1 shares held by Maybourne Hotels Limited in Beaufort Construction Limited;
- (bb) 36,000 Ordinary £1 shares and 30,000 Preference £1 shares held by Maybourne Hotels Limited in Only G Limited,
- (cc) 7,007 Ordinary £1 shares, 1000 Preference £1 shares held by Maybourne Hotels Limited in BP&S (1906) Limited,
- (dd) 1,000 Ordinary £1 shares held by Maybourne Hotels Limited in The Strand Power Company Limited;
- (ee) 3 Ordinary £1 shares held by Maybourne Hotels Limited in Headfort Hotel Belgravia Limited,
- (ff) 1 Ordinary £1 share held by MHG Senior Holdco Limited in MHG Senior Borrower Limited,
- (gg) 1,000,000 A Ordinary £0 10 shares and 500,000 B Ordinary £0 10 shares held by MHG Senior Borrower Limited in Clandge's Hotel Holdings Limited,
- (hh) 1,000,000 A Ordinary £0 10 shares and 500,000 B Ordinary £0 10 shares held by MHG Senior Borrower Limited in The Berkeley Hotel Limited,
- (ii) 1,000,000 A Ordinary £0 10 shares and 500,000 B Ordinary £0 10 shares held by MHG Senior Borrower Limited in The Connaught Hotel Limited,
- (jj) 1,000,000 A Ordinary £0 10 shares and 500,000 B Ordinary £0 10 shares held by MHG Senior Borrower Limited in Maybourne Hotels Limited,
- (kk) 2 Ordinary £1 shares held by Westark Properties Limited in Shapeloose Limited,

each a "Share", and

all of the Company's other present and future shares and all rights relating thereto in which the Company has an interest

"Rental Income" means all sums paid to or for the benefit of an Obligor arising from any

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Occupational Lease, including (without limitation and without double counting)</p> <ul style="list-style-type: none"> (a) rents, licence fees and equivalent sums reserved or made payable, (b) sums received or receivable from any deposit held as security for performance of any tenant's obligations, (c) proceeds of insurance in respect of loss of rent or interest on rent, (d) any Service Charge Proceeds, (e) payments made in respect of a breach of covenant or dilapidations under any Lease in relation to a Property and for expenses incurred in relation to any such breach, (f) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease, (g) any contribution by a tenant of a Property to ground rent due under any Lease out of which an Obligor derives its interest in that Property, (h) interest, damages or compensation in respect of any of the items in the definition, (i) any payment from a guarantor or other surety in respect of any of the items listed in this definition, and (j) any amount in respect of or which represents VAT <p>"Screen Rate" means the British Bankers' Association Interest Settlement Rate for sterling for the relevant period, displayed on the appropriate page of the Reuters screen. If the agreed page is replaced or service ceases to be available, the Agent may specify another page or service displaying the appropriate rate after consultation with the Obligors' Agent</p> <p>"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</p> <p>"Security Documents" means each of the Common Security Documents and the Mezzanine Security Documents</p> <p>"Security Period" means the period beginning on the date of the Debenture and ending on the Final Discharge Date</p> <p>"Security Trustee" means Capita Trust Company Limited as security trustee for the Senior</p>	

MG01 - continuation page

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>Lenders</p> <p>"Senior Agent" means Situs Asset Management Limited as agent for the Senior Lenders.</p> <p>"Senior Arranger" means Merrill Lynch International, Royal Bank of Canada, London Branch and Wells Fargo Bank, N A , London Branch</p> <p>"Senior Borrower" means MHG Senior Borrower Limited</p> <p>"Senior Discharge Date" means the first date on which all Senior Facility Liabilities have been fully and finally discharged to the satisfaction of the Senior Agent, whether or not as the result of an enforcement, and the Senior Facility Creditors are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents</p> <p>"Senior Facility" means the £400,000,000 term loan facility made available under the Senior Facility Agreement</p> <p>"Senior Facility Agreement" means the senior facility agreement dated on or about the date of the Debenture between Coroin, the Senior Borrower, the Guarantors, the Senior Arrangers, the Senior Lenders, the Senior Agent and the Security Trustee</p> <p>"Senior Facility Creditors" means each Senior Agent, Senior Arranger and Senior Lender</p> <p>"Senior Facility Liabilities" means the Liabilities owed by the Debtors to the Senior Facility Creditors under the Senior Finance Documents</p> <p>"Senior Finance Documents" has the same meaning as "Finance Documents"</p> <p>"Senior Finance Party" means the Senior Agent, each Senior Arranger, the Security Trustee or each Senior Lender</p> <p>"Senior Lenders" means Bank of America, National Association, London Branch, Royal Bank of Canada, London Branch and Wells Fargo Bank, N.A , London Branch</p> <p>"Senior Loan" means the loan made or to be made under the Senior Facility or the then principal amount outstanding under the Senior Facility and shall include any Property Protection Loan</p> <p>"Senior Parent Liabilities" means all Liabilities owed by the Senior Borrower to the Senior Parent under any relevant Senior Parent Loan</p> <p>"Senior Parent Loan Agreement" means an intra-group loan agreement dated on or about the date of the Intercreditor Agreement between the Senior Borrower as borrower and the</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Senior Parent as lender

"Senior Parent Loan" means a loan advanced by the Senior Parent to the Senior Borrower under the Senior Parent Loan Agreement

"Senior Parent" means MHG Senior Holdco Limited

"Service Charge Expenses" means

- (a) any expense or liability incurred by a tenant under an Occupational Lease
 - (i) by way of reimbursement of expenses incurred, or on account of expenses to be incurred, by or on behalf of the relevant Property Owner in the management, maintenance and repair or similar obligation of, or the provision of services specified in that Occupational Lease in respect of, its Property and the payment of insurance premiums for that Property, or
 - (ii) to, or for expenses incurred by or on behalf of, the relevant Property Owner for a breach of covenant where such amount is or is to be applied by it in remedying such breach or discharging such expenses,
- (b) any contribution by a tenant (not including any amount or part of any amount which represents VAT chargeable in respect of such contribution) to a sinking fund paid under an Occupational Lease,
- (c) any contribution paid by a tenant to ground rent (or VAT chargeable in respect of ground rent) due under any Occupational Lease out of which the relevant Property Owner derives its interest in its Property, and
- (d) any amount in respect of any management, maintenance, insurance, repair or similar expense or in respect of the provision of services relating to a Property to the extent that such amount is not recoverable under an occupational lease

"Service Charge Proceeds" means any payment for Service Charge Expenses

"Subordination Agreement" means the subordination agreement dated 28 December 2012 between the Subordinated Debtors, the Subordinated Creditors and the Mezzanine Security Agent

"Subordinated Debtors" means the Senior Parent, the Mezzanine Holdco, the Mezzanine Borrower and Coroin

"Subordinated Creditors" means Coroin, the Mezzanine Holdco and the Mezzanine

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 367 1029 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 421 453 450">Borrower</p> <p data-bbox="331 488 1487 562">"Subsidiary" means in relation to any partnership, company, corporation or an unincorporated corporation (in this definition, an "entity"), an entity</p> <ul style="list-style-type: none"> <li data-bbox="427 591 1406 624">(a) which is controlled, directly or indirectly, by the first mentioned entity, <li data-bbox="427 658 1487 732">(b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned entity, or <li data-bbox="427 766 1426 799">(c) which is a Subsidiary of another Subsidiary of the first mentioned entity, <p data-bbox="331 828 1487 936">and for this purpose, an entity shall be treated as being controlled by another if that other entity is able to direct its affairs and/or to control the composition of its board of directors or equivalent body</p> <p data-bbox="331 969 1487 1077">"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)</p> <p data-bbox="331 1111 676 1140">"Test Date" means each of</p> <ul style="list-style-type: none"> <li data-bbox="427 1173 772 1207">(a) the Utilisation Date, <li data-bbox="427 1240 868 1274">(b) each Interest Payment Date, <li data-bbox="427 1308 1251 1341">(c) each date of prepayment of all or any part of the Loan, and <li data-bbox="427 1375 986 1408">(d) each date on which a Disposal occurs <p data-bbox="331 1442 1487 1659">"Total Revenue" means with respect to any period (without double counting), all revenue and income of any kind derived directly or indirectly by any member of the Group and properly attributable to such period (including Net Rental Income and rentals or other payments from licensees, lessees, or concessionaires of retail space in the Hotels, but not gross receipts of such licensees, lessees or concessionaires), expressly including all gross revenues generated from</p> <ul style="list-style-type: none"> <li data-bbox="427 1688 1150 1722">(a) all room sales and all sales ancillary to room sales, <li data-bbox="427 1756 1487 1830">(b) the operation of all banquet, catering and room service functions at the Hotels, <li data-bbox="427 1863 1426 1897">(c) the operation of any parking facilities at the Hotels or the Buildings, and <li data-bbox="427 1930 1487 2004">(d) the rental or use of any retail space or other areas of the Properties by any third parties pursuant to any lease, license, concession or similar agreement,

MG01 - continuation page

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

but expressly excluding the following

- (i) applicable excise, sales, occupancy and use taxes and similar taxes, assessments, duties, levies or charges imposed by a governmental authority and collected directly from patrons or guests, or as a part of the sales price of any goods, services, or displays, including gross receipts, admission and similar taxes,
- (ii) receipts from the financing, sale or other disposition of capital assets and other items not in the ordinary course of any Hotel's operations and income derived from securities and other property acquired and held for investment,
- (iii) proceeds of any insurance, except the proceeds of any business interruption insurance,
- (iv) rebates, refunds, discounts or credits for any goods or services (provided that charge and credit card commissions shall not reduce Total Revenue, but shall constitute an Operating Expense),
- (v) proceeds from the Loan together with any derivative income (including under any Hedge Document),
- (vi) proceeds from the financing or refinancing of the Properties or proceeds from the sale, exchange or other disposition of all or any part of a Property,
- (vii) security deposits or other amounts received from tenants or guests to compensate for damage to or loss of all or any portion of a Property, and
- (viii) room reservation and other deposits unless applied or forfeited

"Transaction Security Documents" means the same as **"Security Documents"**

"Unpaid Sum" means any sum due and payable but unpaid by the Senior Borrower under the Finance Documents

"Utilisation" means a utilisation of each or either Facility

"Utilisation Date" means the date of a Utilisation, being the date on which the Loan is to be made

"VAT" means

MG01 - continuation page

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

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112), and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere

2.2 Terms defined elsewhere

Terms not expressly defined in this Form MG01 have the meanings given to those terms in the Intercreditor Agreement

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
		<p data-bbox="323 405 339 439">3</p> <p data-bbox="419 405 871 439">ADDITIONAL INFORMATION</p> <p data-bbox="419 477 1018 510">The Debenture and Facility Agreement contain</p> <ul data-bbox="419 544 1509 712" style="list-style-type: none"><li data-bbox="419 544 1509 645">(a) restrictions on the ability of the Company to create or permit to subsist any Security on any part of the assets charged under the Debenture or dispose of or otherwise deal with any part of such assets, and<li data-bbox="419 678 935 712">(b) a covenant for further assurances



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8313665
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28
DECEMBER 2012 AND CREATED BY MHG SENIOR BORROWER
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH DEBTOR TO ANY COMMON SECURED PARTY
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 8 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY
2013

12



Companies House



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