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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

21112

29022

Name of company

* The Savoy Hotel Limited (the "Company")
Now K/A CLARKE'S HOTEL LIMITED

Date of creation of the charge

31st December, 1998

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

Supplemental Mortgage dated 31st December, 1998 between the Company and the Security Trustee (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargors to any Finance Party under the Deed and each Finance Document to which any Chargor is a party except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 (together the "Secured Liabilities").

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

Bankers Trust Company of 1 Appold Street, London, EC2A 2HE (as the "Security Trustee" and "Agent").

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

Allen & Overy
One New Change
London
EC4M 9QQ

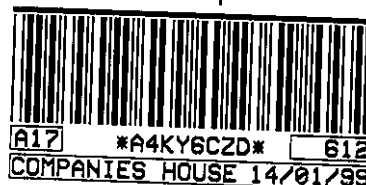
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Time critical reference

For official use

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company with full title guarantee charges, as security for the payment of all the Secured Liabilities, by way of first legal mortgage in favour of the Security Trustee the Properties together with all buildings, erections, fixed plant, machinery and fixtures (other than tenants' or trade fixtures belonging to any tenant of the Company or to any third party) thereon subject to, and with the benefit of, all existing agreements, leases, tenancies, easements, exceptions, reservations, licences, covenants, provisions, conditions and other rights and liabilities respectively affecting the same to the intent that the Properties shall henceforth form part of the Security Assets.

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Alan A. Ong

Date

13th January, 1999

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

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No _____
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

29022

Name of Company

The Savoy Hotel Limited (the "Company")

Limited*

* delete if
inappropriate

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

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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bold block lettering**

In this 395:

"Arranger" means Merrill Lynch International.

"Borrower" means Blackstone Hotel Acquisitions Company

"Banks" means the financial institutions listed in Part II of Schedule 1 in the Senior Credit Agreement.

"Chargors" means those companies listed in Schedule 1 of the Debenture.

"Debenture" means the composite debenture and guarantee dated 17th August, 1998 and made between the Chargors and the Security Trustee.

"Finance Document" means:

- (a) each Finance Document as defined in the Senior Credit Agreement;
- (b) each Finance Document as defined in the Junior Credit Agreement;
- (c) each Hedging Document; and
- (d) each document designated in writing as such by the Chargors and the Security Trustee.

"Finance Party" means:

- (a) each person defined as a Finance Party in the Senior Credit Agreement;
- (b) each Hedging Bank under, and as defined in, the Intercreditor Agreement;
- (c) each person defined as a Junior Finance Party in the Junior Credit Agreement; and
- (d) any other person designated in writing as such by the Chargor and the Security Trustee.

"Hedging Bank" has the meaning given to it in the Intercreditor Agreement.

"Hedging Document" has the meaning given to it in the Intercreditor Agreement.

"Intercreditor Agreement" means the Intercreditor Agreement dated 30th April, 1998 (as amended and restated) between (among others) BHAC and the Security Trustee.

"Junior Credit Agreement" means the £100,600,000 junior mortgage loan facility agreement dated 30th April, 1998 (as amended and restated) between (among others), the Borrower, the Security Trustee and Merrill Lynch International as arranger and underwriter.

"Properties" means those properties listed in the Schedule to the Deed.

"Security Assets" means, in respect of a Chargor, all assets of that Chargor the subject of any security created by the Debenture.

Please see Continuation Sheet.

"Senior Credit Agreement" means the £275,000,000 senior mortgage loan facility agreement dated 7th April, 1998 between, amongst others, the Borrower as borrower, the Arranger as arranger and the Banks, as amended and restated pursuant to the Deeds of Amendment and Restatement.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00029022

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL MORTGAGE BETWEEN THE COMPANY (FORMERLY KNOWN AS THE SAVOY HOTEL LIMITED AND BANKERS TRUST COMPANY DATED THE 31st DECEMBER 1998 AND CREATED BY CLARIDGE'S HOTEL LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OF THE CHARGORS TO ANY FINANCE PARTY UNDER THE DEED AND EACH FINANCE DOCUMENT TO WHICH ANY CHARGOR IS A PARTY WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th JANUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JANUARY 1999.

P. E. Nichols
LINDSAY E. NICHOLS

for the Registrar of Companies



COM PAN I E S H O U S E