

Particulars of a mortgage or charge**395**

Pursuant to section 395 of the Companies Act 1985

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this margin

CHA 116

To the Registrar of Companies

For official use

Company number

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

[] [] [] [] [] [] [] []

03669260

Name of company

* The Berkeley Hotel Limited (the "Company").

Date of creation of the charge

4th January, 1999.

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

A Debenture and Guarantee dated 4th January, 1999 between the Chargors and Bankers Trust Company (the "Deed").

Amount secured by the mortgage or charge

All present and future obligations and liability (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 Company Act 1985 (together the "Secured Liabilities").

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

Bankers Trust Company (the "Security Trustee") as agent and trustee for the Finance Parties through its branch at 1 Appold Street London, EC2A 2HE.

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

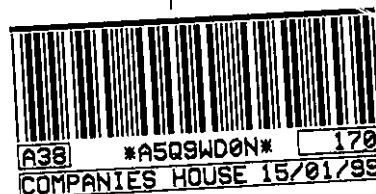
Allen & Overy
One New Change
London
EC4M 9QQ

SEK/NR/B2:141313

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Creation of fixed security

1. The Company, as security for the payment of all the Secured Liabilities, charges in favour of the Security Trustee:

(a) by way of first legal mortgage its interest in the Charged Shares and the Related Rights;

(b) by way of first fixed charge:

(i) all estates or interests in any freehold or leasehold property belonging to it;

(ii) (to the extent that it is not the subject of a mortgage under paragraph (a) above) its interest in the Charged Shares and the Related Rights;

(iii) all plant and machinery owned by the Company and its interest in any plant or machinery in its possession;

Cont/...

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Allen L. Puy

Date

14 / 1 / 99

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

† delete as appropriate

NOTES

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

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

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

03669260

Name of Company

The Berkeley Hotel Limited (the "Company").

Limited*

* delete if
inappropriate

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

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

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(iv) all moneys standing to the credit of any account of the Company with any person and the debts represented by them;

(v) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;

(vi) all of the Company's book and other debts, the proceeds of the same and all other moneys due and owing to the Company and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;

(vii) (to the extent that they do not fall within any other sub-paragraph of this paragraph (b)) all of the Company's rights and benefits under any distributorship or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;

(viii) any beneficial interest, claim or entitlement of the Company in any pension fund;

(ix) its goodwill;

(x) to the extent that they are capable of being the subject of security, the benefit of all authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them;

(xi) its uncalled capital; and

(xii) its Intellectual Property Rights.

Miscellaneous

(a) A reference in the Deed to a charge or mortgage of any freehold or leasehold property includes:

(i) all buildings and Fixtures on that property;

(ii) the proceeds of sale of any part of that property; and

(iii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

(b) The fact that no details of properties or patents and trademarks or agreements are included in the relevant Schedule does not affect the validity or enforceability of any security created by the Deed.

Creation of floating charge

2. The Company, as security for the payment of all of the Secured Liabilities, charges in favour of the Security Trustee by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of mortgage or fixed charge by Clause 2 (Fixed Security) of the Deed.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

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Name of Company

The Berkeley Hotel Limited (the "Company").

Limited*

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

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

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Conversion

The Security Trustee may by notice to any Chargor convert the floating charge created by the Deed into a fixed charge as regards all or any of that Chargor's assets specified in the notice if:

- (a) an Event of Default is outstanding; or
- (b) the Security Trustee considers in good faith those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

In this Form 395:

"BHAC"

means Blackstone Hotel Acquisitions Company.

"Charged Shares"

means, in respect of the Company, the Group Shares and any other stocks, shares, debentures, bonds or other securities and investments owned by the Company except for the Excluded Shares.

"Chargor" means those Companies listed in schedule 1 of the Deed. (including, for the avoidance of doubt, the Company).

"Excluded Shares"

means any Group Shares which are the subject of a Senior Share Mortgage and/or a Junior Share Mortgage.

"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 Chargor 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 party designated in writing as such by the Chargor and the Security Trustee.

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

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

03669260

Name of Company

The Berkeley Hotel Limited (the "Company").

Limited*

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

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

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"Fixtures"

means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property.

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"Group Shares"

means, in respect of a Chargor, any stocks, shares, debentures, bonds or other securities and investments in any member of the Group other than that Chargor in which that Chargor has any interest.

"Hedging Bank"

has the meaning given to it in the Intercreditor Agreement.

"Hedging Document"

has the meaning given to it in the Intercreditor Agreement.

"Insurances"

means, in respect of the Company, all contracts and policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest.

"Intellectual Property Rights"

means all know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same).

"Intercreditor Agreement"

means the intercreditor agreement dated 30th April, 1998 (as amended) between BHAC (1), the Guarantors (2), the Subordinated Investors (3), the Junior Creditors (4), the Senior Creditors (5), the Hedging Banks (6), the Subordinated Investors' Agent (7), the Junior Agent (8), the Senior Agent (9) and the Security Trustee (10) (each capitalised term as defined therein).

"Junior Credit Agreement"

means the £100,600,000 junior mortgage loan facility agreement dated 30th April, 1998 (as amended) between (among others) the parties to the Deed.

"Junior Share Mortgage" has the meaning given to it in the Junior Credit Agreement.

"Mortgaged Property"

means, in respect of the Company, all freehold or leasehold property in which the Company has any interest which is the subject of any security created by the Deed.

"Related Rights"

means any dividend or interest paid or payable in relation to any Charged Share and any rights, moneys or property accruing or offered at any time in relation to any Charged Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

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

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

03669260

Name of Company

The Berkeley Hotel Limited (the "Company").

Limited*

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

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

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"Security Assets"

means, in respect of a Chargor, all assets of that Chargor the subject of any security created by the Deed.

"Senior Credit Agreement"

means the £275,000,000 senior mortgage loan facility agreement dated 7th April, 1998 (as amended) between (among others) the parties to the Deed.

"Senior Share Mortgage" means each share mortgage given pursuant to Clause 17.22 (e) (iii) of the Senior Credit Agreement.

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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. 03669260

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE AND GUARANTEE DATED THE 4th JANUARY 1999 AND CREATED BY THE BERKELEY HOTEL LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITY DUE OR TO BECOME DUE FROM THE CHARGORS (AS DEFINED) TO BANKERS TRUST COMPANY AS AGENT AND TRUSTEE FOR THE FINANCE PARTIES (AS DEFINED) UNDER THIS DEED AND EACH FINANCE DOCUMENT (AS DEFINED) AND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th JANUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JANUARY 1999.

Peter C Protheroe

for the Registrar of Companies

HC
[Signature]

C O M P A N I E S H O U S E

HC026B