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Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

COMPANIES FORM No. 395

309910/52

395

Particulars of a mortgage or charge**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

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Company number

FC026157

Name of company

* Merrill Lynch International Bank Limited

Date of creation of the charge

7 October 2008

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

Deed of Assignment and Charge dated 7 October 2008 and made between Merrill Lynch International Bank Limited (the "Chargor") and Bank of America, N A (the "Administrative Agent") (the "Deed")

Amount secured by the mortgage or charge

The Blocked Accounts are charged and the Assigned Collateral is assigned and charged under the Deed as a continuing security for the discharge on demand of the Secured Obligations. For defined terms, please refer to Part II (Definitions) of the Schedule to this Form 395, unless defined elsewhere in this Form 395T
10

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

Bank of America, N A , 335 Madison Avenue, 5th Floor

New York, New York 10017, United States

Postcode 10017

Presenter's name address and
reference (if any)Sullivan & Cromwell LLP
1 New Fetter Lane
London EC4A 1AN

Time critical reference

For official Use (02/06)
Mortgage Section

MONDAY



LD3

LG9KX4B6

27/10/2008

COMPANIES HOUSE

25

Short particulars of all the property mortgaged or charged

Please refer to Part I (Particulars of the Deed of Assignment and Charge) of the Schedule to this Form 395

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Signed SULLIVAN & CROMWELL LLP

Date 27 October 2008

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
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395

PART I: PARTICULARS OF THE DEED OF ASSIGNMENT AND CHARGE

1. Charge

The Chargor has charged with full title guarantee and as continuing security for the discharge on demand of the Secured Obligations, by way of first fixed charge all of its rights under the Assigned Collateral in favour of the Administrative Agent (as agent and trustee for the Secured Parties)

2. Charged Accounts

- 2.1 The Chargor has charged by way of a first fixed charge with full title guarantee and all of its rights, present and future, in respect of the amount standing to the credit of each Blocked Account and the debt represented by that Blocked Account.
- 2.2 The Chargor has agreed to procure that all amounts to be paid to it under any Assigned Agreement or in respect of any of the Assigned Collateral are paid by the relevant person directly into a Blocked Account, and that the Chargor will instruct each relevant facility agent or similar person responsible for making payments under each Assigned Agreement to make payments due to the Chargor directly into the relevant Blocked Account. In relation to any Scheduled Collateral, the Chargor undertook to send the notices required under Clause 2.7 of the Deed on the date of the relevant Supplemental Deed.
- 2.3 The Chargor agreed as follows
- (a) Except with the prior consent of the Administrative Agent or as provided in Clause 2.8 of the Deed and/or in the Control Deed, the Chargor may not withdraw any moneys (including interest) standing to the credit of any Blocked Account,
 - (b) The Administrative Agent (or a Receiver) may (subject to the payment of claims having priority to the Deed and to the Control Deed) withdraw amounts standing to the credit of any Blocked Account,
 - (c) The Chargor may require the Administrative Agent to apply funds in the Blocked Account (i) to repay or prepay principal amounts outstanding under the Loan Documents or (ii) to pay interest or other amounts under Loan Documents in each case, owed or payable by the Chargor, and

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- (d) The Administrative Agent has sole signing rights on each Blocked Account. The Chargor has no access to any amount standing to the credit of any Blocked Account, subject to sub-Clause 2.8 of the Deed and the Control Deed.

3. Assignment

The Chargor has assigned, absolutely, subject to a proviso for re-assignment on redemption as set out in paragraph 4 (Release), with full title guarantee to the Administrative Agent (as agent and trustee for the Secured Parties) all the Chargor's right, title, benefit and interest in and to the Assigned Collateral.

4. Release

The security shall remain in full force and effect as a continuing security until the Administrative Agent shall release and discharge the security created by the Deed and reassign the Assigned Collateral (or such part thereof as may still be subsisting and vested in the Administrative Agent) to the Chargor (or as it shall direct), subject to Clause 2.4(b) of the Deed once the relevant Release Conditions have been satisfied. The Administrative Agent shall not be obliged to re-assign all or any, or otherwise discharge any of the security constituted by the Deed, in any other circumstances.

5. Negative Pledge

The Chargor has agreed that it will not sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, or create or permit to subsist any Lien (other than a Permitted Lien) on, any of the Assigned Collateral without the prior written consent of the Administrative Agent and such consent not to be unreasonably withheld.

6. Nature of Charge

Continuing Security

6.1 The security created by the Deed shall be a continuing security.

Additional Security

6.2 The security created by the Deed shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Administrative Agent or other Secured Party may at any time hold in respect of any of the Secured Obligations. No other prior Security held by the Administrative Agent or any other Secured Party over the Assigned Collateral may merge the security created by the Deed or pursuant hereto.

7. Security Notices

The Chargor undertook with the Administrative Agent that not later than three Business Days after the date of the execution of the Deed it would execute security notices.

addressed to each relevant counterparty to an Initial Agreement giving notice of the assignment and charge of such Initial Agreement effected under the Deed and deliver such Security Notices to the Administrative Agent

8. Power of Attorney

8 1 Under the Deed the Chargor irrevocably appointed the following, namely

- (a) the Administrative Agent, and
- (b) each and every person to whom the Administrative Agent shall from time to time have delegated the exercise of the power of attorney conferred by Clause 8 of the Deed,

jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver and perfect all deeds, instruments or other documents which may be required for creating, perfecting or protecting any security intended to be created by or pursuant to the Deed or for carrying out any obligation imposed on the Chargor by or pursuant to the Deed or, following occurrence of an Event of Default that is continuing, for taking any enforcement action in respect of the Assigned Collateral or for effecting any sale or other dealing by the Administrative Agent with respect to the Assigned Collateral, and generally for enabling the Administrative Agent to exercise the powers conferred on it by or pursuant to the Deed or by law including, without limitation, the power, following occurrence of an Event of Default that is continuing, to execute any transfer certificate or similar novation, transfer or assignment document to enable the Administrative Agent or such other person or an assignee or transferee of either of them to become party to an Assigned Agreement or to otherwise benefit from Related Rights in respect thereof. The Administrative Agent shall have full power to delegate the power conferred on it by Clause 8 of the Deed, but no such delegation shall preclude the subsequent exercise of the power by the Administrative Agent itself or preclude the Administrative Agent from making a subsequent delegation thereof to some other person, any such delegation may be revoked by the Administrative Agent at any time

8 2 The power of attorney granted pursuant to Clause 8 of the Deed was as regards the Administrative Agent and its delegates (and as the Chargor thereby acknowledged) granted irrevocably and for value as part of the security constituted by the Deed to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971 or if applicable the Irish Powers of Attorney Act 1996

PART II: DEFINITIONS

In this Form 395

"Account Bank" means Bank of America, N A,

"Aggregate Commitments" means, at any time, the aggregate amount of all Commitments in effect at such time. The Aggregate Commitments on the date of the Credit Agreement is \$7,500,000,000,

"Assigned Agreements" means the Initial Agreement and the Subsequent Agreements,

"Assigned Collateral" means the Initial Collateral and the Scheduled Collateral,

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.04 of the Credit Agreement), and accepted by the Administrative Agent, substantially in the form of Exhibit A to the Credit Agreement or any other form approved by the Administrative Agent and Merrill Lynch & Co, Inc ,

"Blocked Accounts" means the following accounts, in each case held with the Account Bank

Currency	Beneficiary	Account Number	IBAN
EUR	Merrill Lynch International Bank Limited	66118029	GB30BOFA16505066118029
USD	Merrill Lynch International Bank Limited	66118037	GB08BOFA16505066118037
GBP	Merrill Lynch International Bank Limited	66118011	GB31BOFA16505066118011

"Borrower" means Merrill Lynch & Co, Inc or any Borrowing Subsidiary,

"Borrowing" means Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Eurocurrency Revolving Loans, as to which a single Interest Period is in effect,

"Borrowing Subsidiary" has the meaning given to such term in the Credit Agreement,

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed, provided, that when used in connection with a Eurocurrency Revolving Loan, the term

“Business Day” shall exclude any day on which banks are not open for dealings in deposits in US Dollars in the London interbank market,

“**Collateral**” means all property on which a Lien is granted or purports to be granted to the Administrative Agent pursuant to the Security Documents. When used with respect to a specific Grantor, the term “Collateral” means all its property on which such a Lien is granted or purports to be granted,

“**Control Deed**” means a deed dated & October 2007 between the Chargor, the Administrative Agent and the Account Bank in respect of the Blocked Accounts

“**Credit Agreement**” means a \$7,500,000,000 Credit Agreement dated as of September 26, 2008 among, among others, Merrill Lynch & Co., Inc., the Chargor and the Administrative Agent, as amended on 7 October 2008,

“**Effective Date**” means the first Business Day on which the conditions specified in Section 4.01 of the Credit Agreement are satisfied (or waived in accordance with Section 10.02 of the Credit Agreement);

“**Eurocurrency**”, when used in reference to any Revolving Loan or Borrowing, means that such Revolving Loan, or the Revolving Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Eurocurrency Rate,

“**Eurocurrency Rate**” means, with respect to any Eurocurrency Borrowing for any Interest Period, the rate per annum determined by the Administrative Agent at approximately 11:00 a.m., London time, on the Quotation Day for such Interest Period by reference to the British Bankers’ Association Interest Settlement Rates for deposits US Dollars (as reflected on the applicable Reuters screen), for a period equal to such Interest Period, provided that, to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the

“**Eurocurrency Rate**” shall mean the average (rounded upward, if necessary, to the next 1/100 of 1%) of the rates per annum at which deposits in US Dollars are offered for such Interest Period to the principal London offices of the Administrative Agent in the London interbank market at approximately 11:00 a.m., London time, on the Quotation Day for such Interest Period,

“**Event of Default**” has the meaning given to such term in Section 7 of the Credit Agreement,

“**Federal Funds Rate**” means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it,

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government,

"Grantors" means Merrill Lynch & Co , Inc and the Subsidiary Grantors including the Chargor,

"Initial Agreements" means the agreements in Schedule 1 to the Deed and as set out in Part III of this Schedule together with all Finance Documents and/or Loan Documents (as the case may be) as defined in each such agreement,

"Initial Collateral" means all rights of the Chargor under the Initial Agreements together with all Related Rights of the Chargor in respect of the Initial Agreements,

"Interest Period" means, with respect to any Eurocurrency Borrowing, the period commencing on the date of such Borrowing or on the last day of the immediately preceding Interest Period for such Eurocurrency Borrowing (as applicable) and ending on the first or seventh day thereafter, as the applicable Borrower may elect, provided that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would extend past the Maturity Date, in which case such Interest Period shall end on the next preceding Business Day For purposes of the Credit Agreement, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion of such Borrowing

"Lenders" means, at any time, the Persons listed on Schedule 2 01 to the Credit Agreement and any other Person that shall have become a party to the Credit Agreement pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party to the Credit Agreement pursuant to an Assignment and Acceptance,

"Lien" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset,

"Loan Documents" means the Credit Agreement, the Security Documents and each promissory note delivered pursuant to the Credit Agreement;

"Maturity Date" has the meaning given to such term in the Credit Agreement,

"Obligations" means (a) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Revolving Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (b) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding,

regardless of whether allowed or allowable in such proceeding), of Merrill Lynch & Co , Inc or any other Borrower under the Credit Agreement or any other Loan Document,

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity,

"Permitted Lien" means (i) Transaction Liens and (ii) any other Liens on the Collateral permitted to be created or assumed to exist pursuant to 6 02 of the Credit Agreement,

"Post-Petition Interest" means any interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of any one or more of the Grantors (or would accrue but for the operation of applicable bankruptcy or insolvency laws), whether or not such interest is allowed or allowable as a claim in any such proceeding,

"Quotation Day" means, with respect to any Eurocurrency Borrowing and any Interest Period, the second Business Day prior the first day of such Interest Period;

"Receiver" means an administrative receiver, or receiver and manager, or a receiver, in each case appointed under the Deed,

"Related Rights" means, in respect of any Assigned Collateral

- (a) the proceeds of sale or realisation of any part of that Assigned Collateral,
- (b) all rights, remedies, claims (including claims against third parties and under insurances or guarantees), contracts, warranties, remedies, security, indemnities or covenants under or in respect of that Assigned Collateral,
- (c) all monies and proceeds (whether in cash or in kind) paid or payable under or in respect of that Assigned Collateral, and
- (d) without limitation to the foregoing, all proceeds of, and all other profits or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realisation upon, any Assigned Collateral

"Release Conditions" means, subject to Clause 2 3(b) of the Deed, the following conditions for release of all security interests under the Deed

- (a) all Aggregate Commitments under the Credit Agreement shall have been terminated, and
- (b) all Secured Obligations shall have been paid in full (other than contingent indemnification and expense reimbursement obligations as to which no claim shall have been asserted)

"Revolving Loan" means a loan made pursuant to Section 2 01 of the Credit Agreement,

"Scheduled Collateral" means all rights of the Chargor under the Subsequent Agreements, together with all Related Rights of the Chargor in respect thereof,

✕ **"Secured Obligations"** means the outstanding principal amount of all Revolving Loans advanced to the Chargor from time to time under the Credit Agreement, all interest (including Post-Petition Interest) on such Loans and all other actual, contingent, present and/or future obligations and liabilities of the Chargor to any of the Secured Parties under or pursuant to the Loan Documents,

"Secured Parties" means the Administrative Agent, the Lenders and all holders from time to time of the Secured Obligations,

"Security Agreement" means the security agreement entered into pursuant to the Credit Agreement by among Merrill Lynch & Co , Inc , the Subsidiary Grantors party thereto, including the Chargor, and the Administrative Agent and dated as of September 26, 2008,

"Security Documents" means the Security Agreement and each other security agreement, pledge agreement or other similar instruments or agreements granting or purporting to grant any Lien to secure the Obligations,

"Subsequent Agreements" means the contracts and agreements identified in each Supplemental Deed executed by the Chargor and the Administrative Agent from time to time,

"Subsidiary" means any direct or indirect subsidiary of Merrill Lynch & Co , Inc ,

"Subsidiary Grantor" has the meaning given to such term in the Security Agreement,

"Subsequent Agreement" means the contracts and agreements identified in each Supplemental Deed executed by the Chargor and the Administration Agent from time to time,

"Supplemental Deed" means a supplement to the Deed in the form set out at Schedule 2 to the Deed,

"Transaction Liens" means the Liens granted by the Chargor under the Security Documents;

"Type", when used in reference to any Revolving Loan or Borrowing, refers to whether the rate of interest on such Revolving Loan, or on the Revolving Loans comprising such Borrowing, is determined by reference to the Eurocurrency Rate or the Federal Funds Rate,

"US Dollars", "dollars" or "\$" refers to lawful money of the United States of America

Part III

Initial Agreements

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
A	Project Landmark	1	€289,000,000 Facility Agreement Relating to Thyssen Krupp Portfolio	31 May 2007	Original Borrowers Parties listed below * RHH Dusseldorf Dreischeibenhaus Immobilien GmbH RHH Bochum Immobilien GmbH RHH Bielefeld Immobilien GmbH RHH Dortmund Nortkirchenstrasse Immobilien GMBH RHH Dortmund Semerteichstrasse Immobilien GmbH RHH Duisburg Immobilien GmbH RHH Gießen Immobilien GmbH RHH Gelsenkirchen Ahlmannshof Immobilien GmbH RHH Gelsenkirchen Kurt-Schumacher-Strasse Immobilien GmbH RHH HAMM Immobilien GmbH RHH Kassel Rothendtmold Immobilien GmbH RHH Ratingen Immobilien GmbH RHH Kassel Mittelfeld Immobilien GmbH RHH Leverkusen Immobilien GmbH RHH Dortmund Karl-Funke-Strasse Immobilien GmbH

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
					RHH Hattingen Immobilien GmbH RHH Koln Immobilien GmbH RHH Dusseldorf Hoherweg Immobilien GmbH RHH Erfurt Immobilien GmbH RHH Hannover Immobilien GmbH RHH Leipzig Immobilien GmbH RHH Andernach Immobilien GmbH RHH Duren Immobilien GmbH RHH Hanau Immobilien GmbH RHH Hamburg Immobilien GmbH F&F Borrower RHH Treuhand Immobilien GMBH* Guarantor RHH Landmark Immobilien GMBH & CO & KG* Arranger Merrill Lynch International Security Agent Capita Trust Company Limited* Facility Agent Capmark Services Ireland Limited*

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
B	Project Star	1	Facilities Agreement €115,000,000 Facilities Agreement	11 November 2006 amended by Omnibus Amendment and Waiver No 1 (30 April 2008) and Amendment No 2 (15 September 2008)	Original Borrower BRE/Opera/SAS* Parent. BRE/Opera Holdings SAS* Guarantors BRE/Opera Holdings SAS, BRE Opera Group SAS* Lead Arranger Merrill Lynch International Hedge Counterparty Merrill Lynch International Bank Limited Facility Agent Merrill Lynch International* Security Agent Capita Trust Company Ltd.* Original Lenders Merrill Lynch International Bank Limited, London Branch
		2	Intercreditor Agreement to 11 November 2006 Facilities Agreement	15 November 2006	Borrower BRE/Opera SAS* Parent BRE/Opera Holdings SAS*
					Original Guarantors BRE/Opera Group SAS,

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
					BRE/Opera Holdings SAS*
					Facility Agent Merrill Lynch International* Security Agent Capital Trust Company, Ltd * Lender Merrill Lynch International Bank Limited Lead Arranger Merrill Lynch International Hedge Counterparty Merrill Lynch International Bank Limited Intra-Group Lender BRE/Opera Group SAS Fund Guarantors Blackstone Real Estate Holdings International I L P , BREP International*

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
C	Project New Day	1	Facility Agreement comprising	29 June 2007	<p>Borrowers Parties listed below *</p> <p>Alegre Grundstücksverwaltungsgesellschaft MBH & Co Vermietungs KG</p> <p>BIL Leasing GMBH & CO 732 KG</p> <p>BIL Leasing GMBH & CO 744 KG</p> <p>BIL Leasing GMBH & CO Balios KG</p> <p>BIL Leasing GMBH & CO Cantaro KG</p> <p>BIL Leasing GMBH & CO Zelos KG</p> <p>Calla Grundstücksverwaltungsgesellschaft MBH</p> <p>Cerus Verwaltung GMBH & CO Vermietungs- KG</p> <p>Dr Gubelt Immobilien Vermietungs-Gesellschaft MBH & Co</p> <p>Objekt Dusseldorf KG</p> <p>Dr Gubelt Immobilien Vermietungs-Gesellschaft MBH & Co Hotelbau KG</p> <p>Farlon Beteiligungs GMBH & Co Vermietungs- KG</p> <p>Favus Grundstücks-Vermietungsgesellschaft MBH & Co Objekte Accor KG</p> <p>Fissilis Grundstücks-Vermietungsgesellschaft MBH</p> <p>Libra Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Hannover KG</p> <p>Martina Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Hamburg KG</p>

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
					Moldama Vermietungsgesellschaft MBH & Co Objekt Hamburg Hozldamm KG MPA New Day Netherlands B V Navo Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Koln KG Newday Grundbesitz GMBH & Co Erste Beteiligungs KG Nora Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Furth KG Nora Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Koln-Marsdorf KG Rosaria Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Koln-Porz KG Rosaria Grundstücks-Vermietungsgesellschaft MBH& Co Objekt Averdunk KG Rosaria Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Europaplatz KG Rosaria Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Nurnberg-Gleisshammer KG Rosaria Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Sindelfingen KG Rosaria Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Sindelfingen Schwertstrasse KG Rosata Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Frankfurt KG

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
			<p>Dutch Term Facility Commitment= €124,575,000 (Dutch law short term facility, has been repaid)</p> <p>German Term Facility Commitment= €207,225,00</p>		<p>Rosea Grundstücks-Vermietungsgesellschaft MBH & Co Hotelvermietungs KG Rosea Grundstücks-Vermietungsgesellschaft MBH & Co Objekte Nurnberg/Regensburg KG Rosea Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Olpe KG Terpal Grundstücks-Vermietungsgesellschaft MBH Zitas Beteiligungs GMBH & CO Vermietungs- KG</p> <p>Guarantors Parties listed in Annex Bas specified below*</p> <p>Alegra Grundstücksverwaltungs-gesellschaft MBH & Co Vermietungs KG BIL Leasing GMBH & CO 732 KG BIL Leasing GMBH & CO 744 KG BIL Leasing GMBH & CO Balios KG BIL Leasing GMBH & CO Cantaro KG BIL Leasing GMBH & CO Zelos KG Calla Grundstücksverwaltungs-gesellschaft MBH Cerus Verwaltung GMBH & CO Vermietungs- KG Dr Gubelt Immobilien Vermietungs-Gesellschaft MBH & Co Objekt Dusseldorf KG Dr Gubelt Immobilien Vermietungs-Gesellschaft MBH & Co Hotelbau KG</p>

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
					Farlon Beteiligungs GMBH & Co Vermietungs- KG Favus Grundstücks-Vermietungsgesellschaft MBH & Co Objekte Accor KG Fissilis Grundstücks-Vermietungsgesellschaft MBH Hig Lux S A R L HIM Hotel Immobilien Verwaltungs GMBH Libra Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Hannover KG Martina Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Hamburg KG Moldama Vermietungsgesellschaft MBH & Co Objekt Hamburg Holzdamn KG Moor Park New Day Holdings Luxembourg S A R L Moor Park Newday German Holdco S A R L Moor Park Newday Netherlands Holdco S A R L Navo Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Koln KG Newday Grundbesitz GMBH & Co Erste Beteiligungs KG Nora Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Furth KG Nora Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Koln-Marsdorf KG Rocca GMBH & Co KG

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
					Rosaria Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Koln-Porz KG Rosaria Grundstücks-Vermietungsgesellschaft MBH& Co Objekt Averdunk KG Rosaria Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Europaplatz KG Rosaria Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Nurnberg-Gleishammer KG Rosaria Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Sindelfingen KG Rosaria Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Sindelfingen Schwertstrasse KG Rosata Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Frankfurt KG Rosea Grundstücks-Vermietungsgesellschaft MBH & Co Hotelvermietungs KG Rosea Grundstücks-Vermietungsgesellschaft MBH & Co Objekte Nurnberg/Regensburg KG Rosea Grundstücks-Vermietungsgesellschaft MBH & Co Objekt Olpe KG Terpal Grundstücks-Vermietungsgesellschaft MBH Tyndarefin B V Zitas Beteiligungs GMBH & Co Vermietungs-KG Lenders Merrill Lynch International Bank Limited London, Societe Generale, London

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
			Dutch Capex Facility Commitment= €15,875,000 German Capex Facility Commitment= €7,625,000 Bank Guarantee Facility Commitment= €15,000,000		Arrangers Merrill Lynch International, Societe Generale Hedging Banks Merrill Lynch International Bank Limited, Societe Generale Facility Agent Societe Generale* Security Agent Societe General* Issuing Bank Societe Generale, Merrill Lynch International Bank Limited
		2	Intercreditor Agreement	20 December 2007	Lenders Merrill Lynch International Bank Limited London, Societe Generale London, Lbrem li Luxco S A R L (C lender) Hedging Banks Merrill Lynch International Bank Limited, Societe Generale Issuing Bank Merrill Lynch International Bank Limited, Societe Generale Facility Agent Societe Generale* Security Agent Societe Generale*

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
D	Project DDR	1	€640,000,000 Facility Agreement	30 January 2007	Original Obligors BRE/German Hotel Holding II S A R L and its Initial Subsidiaries (as defined therein)* Mandated Lead Arranger Merrill Lynch International Hedge Counterparty Merrill Lynch International Bank Limited Facility Agent Capmark Services Ireland Limited* Security Agent Capita Trust Company Limited*
		2	Intercreditor Agreement	25 May 2007 as amended on 31 January 2007 and 30 March 2007	Facility Agent Capmark Services Ireland Limited* Security Agent Capita Trust Company Limited* Lenders The Financial Institutions (as defined therein) Hedge Counterparty Merrill Lynch International Bank Limited
					Original Obligors BRE/German Hotel Holding II S A R L and its Initial Subsidiaries (as defined therein)

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
					therein)*
					Parent BRE/German Hotel Holding II S A R L * Original Intra-Group Lenders* . BRE/GH II Berlin I Inverstor GmbH BRE/GH II Dresden I Investor GmbH BRE/GH II Leipzig I Investor GmbH BRE/GH II Leipzig II Investor GmbH BRE/GH II Erfurt I Investor GmbH BRE/GH II Dresden II Investor GmbH BRE/GH II Berlin II Investor GmbH BRE/GH II Berlin III Investor GmbH BRE/GH II Property I Investor GmbH BRE/HG II Property II Investor GmbH BRE/GH II Dresden III Investor GmbH BRE/GH II Dresden IV Investor GmbH BRE/GH II Dresden V Investor GmbH BRE/GH II Chemnitz I Investor GmbH Investor BRE/Europe 3 S A R L *

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
					<p>Fund Guarantors* Blackstone Real Estate Holdings (Offshore) V L P, Blackstone Real Estate Partners (Offshore) V L P, Blackstone Real Estate Partners (Offshore) V F L P, Blackstone Real Estate Partners (Offshore) V TE 1 L P, Blackstone Real Estate Partners (Offshore) V TE 2 L P, Blackstone Real Estate Partners International II L P, Blackstone Real Estate Holdings International II L P</p> <p>Initial Lender Merrill Lynch International Bank Limited, London Branch</p> <p>Acceded Lender Istar Financial Inc</p> <p>Facility Agent Capmark Services Ireland Limited*</p> <p>Security Agent Capita Trust Company Limited*</p> <p>Fund Guarantors*</p>
E	Project Affinity	1	€378,600,000 Facility Agreement	17 August 2007 amended and restated on 12 March 2008, 8 April 2008 and 20 June 2008	Original Obligors BRE/Europe Hotel Holdings I S A R L and its Initial Subsidiaries (as defined therein)*

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
					Mandated Lead Arranger Merrill Lynch International Hedge Counterparty Merrill Lynch International Bank Limited Facility Agent Capmark Bank PLC* Security Agent Capita Trust Company Limited*
		2	Syndicated Intercreditor Agreement and Relating to a €378,600,000 Facility Agreement originally dated 17 August 2007	9 April 2007 Amended and restated on 20 June 2008	Initial Lender Merrill Lynch International Bank Limited, London Branch Original Senior Lenders Merrill Lynch International Bank Limited, London Branch and Credit Forcier De France Original Junior Lender Merrill Lynch International Bank Limited, London Branch Facility Agent Capmark Bank PLC* Security Agent Capita Trust Company Limited*

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
		3	Intercreditor Agreement	17 August 2007	<p>Facility Agent Capmark Bank PLC*</p> <p>Security Agent Capita Trust Company Limited*</p> <p>Lenders Merrill Lynch International Bank Limited, London Branch (as defined therein)</p> <p>Hedge Counterparty Merrill Lynch International Bank Limited</p> <p>Original Intra-Group Lenders* Parties listed below</p> <p>BRE/Europe Hotel I S à r l</p> <p>BRE/Europe France Hotel Holding I SAS</p> <p>BRE/Europe France Hotel Group SAS</p> <p>BRE/Europe France Hotel I SAS</p> <p>BRE/Europe Belgium Hotel Holding I Sprl</p> <p>Original Obligors Parties listed below *</p> <p>BRE/Europe Hotel I S à r l</p> <p>BRE/Europe France Hotel Holding I SAS</p>

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
					<p>BRE/Europe France Hotel Group SAS</p> <p>BRE/Europe France Hotel I SAS</p> <p>BRE/Europe Belgium Hotel Holding I Sprl</p> <p>Investor BRE/Europe Hotel Holdings I Topco S A R L *</p> <p>Fund Guarantors* Blackstone Real Estate Holdings (Offshore) VI-Q L P , Blackstone Real Estate Partners (Offshore) VI-Q L P , Blackstone Real Estate Partners (Offshore) VI F-Q L P , Blackstone Real Estate Partners (Offshore)</p> <p>VI TE 1-Q L P , Blackstone Real Estate Partners (Offshore) VI TE 2-Q L P , Blackstone Real Estate Partners International II L P , Blackstone Real Estate Holdings International II L P</p>
F	Project Dubai Holdings	1	Conventional Facility Agreement	19 August 2008	<p>Lenders Merrill Lynch International Bank Limited, London and parties listed below</p>
					<p>Mashreqbank psc</p> <p>Morgan Stanley Bank</p> <p>The Bank of Tokyo-Mitsubishi UFJ, LTD Calyon</p> <p>Merrill Lynch International Bank Limited, London Branch</p> <p>Emirates Bank PJSC</p>

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
					Union National Bank Company Dubai Holdings Investment Group LLC* Facility Agent Mashreqbank PSC* Investment Agent Mashreqbank PSC* Lead Arrangers Morgan Stanley Bank International Limited, Mashreqbank PSC Security Trustee Mashreqbank PSC*

	FACILITY	NO.	DOCUMENT	DATE	PARTIES (RELEVANT COUNTERPARTIES MARKED*)
		2	Common Terms Agreement	19 August 2008	Dubai Holdings Investment Group LLC* Lead Arrangers Mashreqbank PSC and Morgan Stanley Bank International Limited Global Facility Agent, Conventional Facility Agent and Investment Agent Mashreqbank PSC* Security Trustee Mashreqbank PSC*



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

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

COMPANY NO. FC26157
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT AND
CHARGE DATED 7 OCTOBER 2008 AND CREATED BY MERRILL
LYNCH INTERNATIONAL BANK LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ANY OF THE SECURED PARTIES ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 27 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 OCTOBER
2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES