

MG01 22255113
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
particulars of a charge for
company. To do this, please
use form MG01s

TUESDAY



A04 *AOKCDT88* 161
12/04/2011
COMPANIES HOUSE

1 Company details

Company number 0 3 6 6 9 2 6 0

Company name in full The Berkeley Hotel Limited (the "Charging Company")

For official use

→ **Filing 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 d0 d1 m0 m4 y2 y0 y1 y1

3 Description

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

Description

Debenture dated 1 April 2011 made between the Charging Company and others in favour of Anglo Irish
Bank Corporation Limited as Knightsbridge Security Trustee for the Finance Parties (as defined in the
Continuation Pages to Section 6 of this Form MG01) (the "Debenture")

4 Amount secured

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

Amount secured

All Indebtedness at the Debenture Date or in the future due, owing or
incurred to each Finance Party under or in connection with the Finance
Documents on the due date or dates for payment, performance and discharge
on the Knightsbridge Security Trustee's written demand (such demand to be
made only under and in accordance with the provisions of the Finance
Documents) or, in the absence of any such date, forthwith upon any demand
by the Knightsbridge Security Trustee

Capitalised terms are defined in the Continuation Pages to Section 6 of this
Form MG01

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

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

| | |
|--|---|
| Please give the name and address of the mortgagee(s) or person(s) entitled to the charge | |
| Name | Anglo Irish Bank Corporation Limited |
| Address | Heritage House, St. Stephen's Green, Dublin 2 |
| | Ireland |
| Postcode | D u b l i n 2 |
| Name | |
| Address | |
| Postcode | |

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

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

In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows

Particulars of property mortgaged or charged

- 1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned to the Knightsbridge Security Trustee
 - (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
 - (b) all its rights, title and interest from time to time in respect of the Hedging Documents, and
 - (c) all its rights, title and interest from time to time in respect of the Management Contracts, the Works Documents, and the Acquisition Documents to which it is party

PLEASE SEE CONTINUATION PAGES ATTACHED

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

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

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

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

Commission, allowance or discount

None

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X *Hagen Lovell International LLP* X

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

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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 Paul McLoughlin 41981 00055

Company name Hogan Lovells International
LLP

Address Atlantic House

50 Holborn Viaduct

Post town London

County/Region London

Postcode

| | | | | | | |
|---|---|---|---|---|---|---|
| E | C | 1 | A | 2 | F | G |
|---|---|---|---|---|---|---|

Country UK

DX 57 London Chancery Lane

Telephone +44 20 7296 2000

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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 1 of Section 6)

2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Knightsbridge Security Trustee

(a) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and registered at the Land Registry as described below other than (until such time as all relevant third party consents as described in Clause 3 6(c) are received) any Excluded Property

| Title Number | Tenure | Property | Registered Proprietor(s) |
|--------------|-----------|--|--------------------------------------|
| NGL338774 | Freehold | The Berkeley Hotel, Wilton Place, London SW1 | The Berkeley Hotel Limited (3669260) |
| NGL310812 | Leasehold | The Berkeley Hotel, Wilton Place, London SW1 | The Berkeley Hotel Limited (3669260) |
| NGL898710 | Leasehold | Land at back of 35 Knightsbridge, London SW1 | The Berkeley Hotel Limited (3662960) |

(b) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry other than (until such time as all relevant third party consents as described in Clause 3 6(c) are received) any Excluded Property,

(c) by way of fixed charge

(i) all other Land which at the Debenture Date or in the future becomes, its property other than (until such time as all relevant third party consents described in Clause 3 6(c) are received) any Excluded Property,

(ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,

(iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2,

(iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,

(v) all Specified Securities which are at the Debenture Date its property, including all proceeds of sale derived from them,

(vi) all Specified Securities in which the Charging Company may in the future acquire an interest (legal or equitable), including all proceeds of sale derived from them,

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(Continuation Page 2 of Section 6)

- (vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Securities,
- (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Securities,
- (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Charge Assets or which are at the Debenture Date or in the future deposited by it with the Knightsbridge Security Trustee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them),
- (x) all its goodwill and uncalled capital for the time being,
- (xi) all Specified Intellectual Property belonging to it,
- (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in Clauses 3 2(c)(xi) to (xv) inclusive,
- (xvii) all trade debts at the Debenture Date or in the future owing to it,
- (xviii) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset,
- (xx) all its interests and rights (if any) in or to any money at any time standing to the credit of any Charged Account, and
- (xxi) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of Clause 3 2

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 3 of Section 6)

3 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Knightsbridge Security Trustee by way of floating charge

(a) all its Assets except to the extent that such Assets are for the time being effectively charged by any fixed charge referred to in Clause 3 2 (Creation of Fixed Security) including any Assets comprised within a charge which is reconverted under Clause 4 5 (Reconversion), and

(b) without exception, all its Assets insofar as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security Interest over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (Negative pledge and other restrictions) with respect to any such Asset, and the Charging Company shall not, without the consent of the Knightsbridge Security Trustee, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business

Covenants and Restrictions contained in the Debenture

1 By Clause 6 1 (Collection of Receivables), the Charging Company covenanted with the Knightsbridge Security Trustee that it will

(a) **Collection** get in and realise its Debts in the ordinary course of business and not release, exchange, compound, set off, grant time or indulgence, subordinate its rights in respect of any of its Debts to the rights of any other person in relation to debts owed to such person or otherwise deal with its Debts in favour of any person (nor, in each such case, purport to do so) save in the ordinary course of its business and, in any event, not sell, assign, factor, discount or otherwise charge its Debts in favour of any person, nor purport to do so,

(b) **Designated accounts** subject and without prejudice to the provisions of the Debenture and to any provisions in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement regarding payments into any designated account, if the Knightsbridge Security Trustee so requires following the occurrence of an Event of Default which is continuing, pay the proceeds of its Debts into a separate and denominated account with the Knightsbridge Security Trustee or into such an account (governed by a mandate in form and substance satisfactory to the Knightsbridge Security Trustee conferring control over such account on the Knightsbridge Security Trustee) with such other bank as the Knightsbridge Security Trustee may from time to time specify in writing, and so that the Charging Company hereby declares itself trustee of the proceeds of any such Debts not from time to time so paid to hold the same upon trust for the Knightsbridge Security Trustee to pay the same to the Knightsbridge Security Trustee in or towards payment and discharge of the Secured Sums in accordance with the provisions of the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement and not make any withdrawal or direct or permit any payment to be made from any Charged Account save as expressly permitted under the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement, and

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(Continuation Page 4 of Section 6)

(c) **Account notice:** from time to time and forthwith upon opening a Receivables Account and, following an Event of Default which is continuing, any Charged Account maintained with an Account Bank, give notice to the Account Bank substantially in the form set out in Part 1 of Schedule 6 of the Debenture and use all reasonable endeavours to ensure that the Account Bank delivers to the Knightsbridge Security Trustee an acknowledgement in the form set out in Part 2 of Schedule 6 of the Debenture

By Clause 6.3 (Factored Debts), if the Knightsbridge Security Trustee releases, waives or postpones its rights in respect of any Receivable to enable the Charging Company to factor or discount them to any Finance Party or third party (the "factor"), the charges created by the Debenture shall in all other respects remain in full force and effect. In particular, all amounts becoming due to the Charging Company from the factor and any Receivables re-assigned, or due to be re-assigned to the Charging Company, shall be subject to the relevant fixed charge created by the Debenture, subject only to any defences or rights of set-off which the factor may have against the Charging Company

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(Continuation Page 5 of Section 6)

2 By Clause 7 (Negative Pledge and other restrictions) the Charging Company agreed that it would not, without the prior written consent of the Knightsbridge Security Trustee

(a) create, or agree or attempt to create, or permit to subsist, any Security Interest (except under the Debenture and the Existing Security) or any trust over any of its Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of such Charging Company's business) to arise or subsist over any of its Assets,

(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Charge Assets, or part with possession or ownership of them, or purport or agree to do so,

(c) increase the amount secured by the Existing Security or agree to make any material amendment to its terms, except to the extent contemplated by the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement

3 By Clause 12 (Covenants) the Charging Company covenanted that it will

(a) State of repair and condition to the extent required by the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement, keep its Core Land in a good and substantial state of repair, condition and decoration and keep all its fixed plant, machinery and equipment from time to time in or on its Core Land and not compromised in its Core Land in a good and substantial state of repair and in good working order and condition,

(b) Alterations (save as permitted under the terms of the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement or as required in order to complete the Works)

(i) unless the same will have no adverse effect on the value of its Assets or on the security constituted by the Debenture, procure that no alteration or addition is made to its Core Land, and that no plant, equipment, machinery or services are removed from the same (except in the ordinary course of use, repair, maintenance and/or improvement), and

(ii) unless all planning and other regulatory consents have been obtained and are not subject to further challenge procure that no new buildings are erected on its Core Land and that nothing is done on its Core Land which constitutes "development" as defined in the Town and Country Planning Act 1988,

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- (c) Third party interests save as disclosed in the Certificates of Title (as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement) and addressed to the Finance Parties in accordance with the terms of the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement, procure that no person is registered as proprietor of any right or interest in respect of its Core Land and that no overriding interest arises under the Land Registration Acts 1925-2002,
- (d) Forfeiture notices promptly give notice to the Knightsbridge Security Trustee if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease compromised in its Core Land,
- (e) Creation of other interests (save as permitted under the terms of the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement, or save as disclosed in the Certificates of Title (as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement)) not create or permit to arise or subsist any licence, interest or right to occupy in favour of, or share possession of any of its Core Land with, any third party and not exercise the powers of leasing and accepting surrenders of leases contained in sections 99 and 100 of the Law of Property Act 1925 (whether in respect of any lease under which it holds its Core Land or any lease superior thereto or derivative therefrom),
- (f) Property acquisitions notify the Knightsbridge Security Trustee in writing forthwith upon the acquisition by the Charging Company from time to time of any freehold or leasehold property with a market value in excess of £25,000 and, without prejudice to the provisions of Clause 8 (Further assurance), on demand made to the Charging Company by the Knightsbridge Security Trustee and at the cost of the Charging Company, execute and deliver to the Knightsbridge Security Trustee a legal mortgage in favour of the Knightsbridge Security Trustee (as trustee for and on behalf of each of the Finance Parties) of any freehold and leasehold properties which become vested in it after the date hereof and all fixtures thereon to secure the payment and discharge of the Secured Sums in such form as the Knightsbridge Security Trustee may require and, in case of any leasehold property where the consent of any landlord needs to be obtained in order for the Charging Company to execute any such legal mortgage, exercise all reasonable endeavours to obtain such consent and comply with the obligations under Clause 12 1(f) forthwith upon such consent being obtained,
- (g) Regulations comply without delay with all orders, regulations, notices and directives issued or made by any competent authority, body or person (whether or not having the force of law) which relate in any way to the Core Land or its use and enjoyment,
- (h) Statutory charges comply without delay with and pay all charges imposed by all statutes, statutory instruments, by-laws and other enactments relating to its Core Land and do not or suffer to be done any act or thing nor make any omission whereby its Core Land may become subject to any statutory charge which is or may be or become binding upon the Knightsbridge Security Trustee or any of the Finance Parties or any person deriving title under or through the Knightsbridge Security Trustee or any of the Finance Parties and, in particular, will not enter into any onerous or restrictive obligations affecting its Core Land including, without limitation, planning agreements under the Town and Country Planning Act 1990 or planning obligations under the Planning and Compensation Act 1991,

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- (i) Outgoings punctually pay and indemnify the Knightsbridge Security Trustee and each of the Finance Parties and (as a separate covenant for the benefit of the relevant Receiver) any Receiver, against all rents, rates, taxes, duties, assessments and other outgoings (including any which shall be wholly novel) from time to time payable in respect of any of its Core Land by its owner or occupier, as the case may be,
- (j) Compensation moneys hold on trust (and the Charging Company hereby declares itself as trustee accordingly) the amount of any statutory or other compensation (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Core Land), and all other compensation moneys from time to time received by it in respect of its Core Land without prejudice to any rights, claims and/or obligations having priority to the obligations imposed by the Debenture, to pay the same to the Knightsbridge Security Trustee (for the account of any Finance Parties) in or towards payment and discharge of the Secured Sums in such order or manner as the Knightsbridge Security Trustee may in its absolute and unfettered discretion from time to time conclusively determine,
- (k) Orders within seven days after the receipt by the Charging Company of any order, notice, direction, designation, resolution or proposal served or given by any public, local or other authority with respect to its Core Land or the area in which it is situated, give written notice thereof to the Knightsbridge Security Trustee and (within two business days after demand) produce the same or a copy thereof to the Knightsbridge Security Trustee and, where appropriate, inform it of the steps taken or proposed to be taken to comply with any of the same and, at the request of the Knightsbridge Security Trustee (but at the cost of the Charging Company) make or join with the Knightsbridge Security Trustee in making such representations or objections against or in respect of any matter contained therein as the Knightsbridge Security Trustee shall deem expedient,
- (l) Inspection permit the Knightsbridge Security Trustee and its duly authorised representatives at all reasonable times (but in accordance with the provisions in that regard contained in any lease of the Charging Company's Core Land) during business hours and on not less than twenty-four hours' notice to the Charging Company except in the case of emergency to enter into and upon the Core Land to view the state and condition thereof,
- (m) Obligations generally comply with every covenant (whether restrictive or otherwise), obligation and provision on its part to be complied with (and use all reasonable endeavours to procure compliance by each other party thereto with every easement, obligation and provision on the part of each such other party to be complied with) contained in any document affecting its Core Land or its use and enjoyment,
- (n) Investigation of title grant the Knightsbridge Security Trustee or its lawyers on the reasonable request of the Knightsbridge Security Trustee all such facilities within the power of the Charging Company to enable the Knightsbridge Security Trustee or such lawyers to carry out investigations of title to the Core Land and enquiries into matters in connection therewith as may be carried out by a prudent mortgagee, and if such investigations and enquiries disclose the existence of an Event of Default such investigations and enquiries shall be at the expense of the Charging Company,
- (o) Intellectual Property and licences take all such steps as may be necessary to protect, maintain and renew its Intellectual Property and all licences of Intellectual Property,

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(p) Obligations generally comply with the obligations in the Finance Documents and comply with every covenant (whether restrictive or otherwise), obligation and provision on its part to be complied with (and use its best endeavours to procure compliance by each other party thereto with every covenant, obligation and provision on the part of each such other party to be complied with) contained in any document affecting or constituting any of the Assets or their use and enjoyment and not enter into any onerous or restrictive obligation affecting any of its Assets,

(q) Registrations make all such filings and registrations and take all such other steps as may be necessary in connection with the creation, perfection or protection of the security constituted or intended to be constituted by the Debenture and pay all application, registration, renewal and other fees necessary for effecting, protecting, maintaining or renewing registrations in respect of any of its Assets,

(r) Value of the security not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security constituted or intended to be constituted by the Debenture, and

(s) Centre of main interests not move its centre of main interests to any place outside England and Wales for the purposes of the EC Regulation on Insolvency Proceedings 2000

4 By Clause 13 (Specified Securities) the Charging Company agreed with the Knightsbridge Security Trustee that it would not, without the prior written consent of the Knightsbridge Security Trustee

(a) consent to its Specified Securities being consolidated, sub-divided or converted or any rights attached to them being varied, or

(b) give an instruction for its uncertificated Specified Securities to be recertificated (or for its certificated Specified Securities to be converted into uncertificated form) without the Knightsbridge Security Trustee's prior written consent and shall ensure that on recertification the new certificates are delivered to the Knightsbridge Security Trustee immediately on their issue

Definitions

In this Form MG01 the following expressions shall have the meanings respectively set out below

"Account Bank" means any bank at which a Charged Account is opened,

"Acquisition Documents" means the Agreement for Sale and Purchase (as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement), the ASP Amendment Agreement, the Novation Agreement and the Disclosure Letter (each as defined in the Agreement for Sale and Purchase) and all other documents to be entered into pursuant thereto or in connection therewith,

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"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,

"Brook Street Facility Agreement" means the facilities agreement dated 12 March 2008 as amended by an amendment agreement dated 30 May 2008 between the Company, the Brook Street Lenders, and Anglo Irish Bank Corporation Limited,

"Brook Street Lenders" means Anglo Irish Bank Corporation Limited and The Governor and Company of the Bank of Ireland,

"Brook Street Finance Documents" means the "Finance Documents" as that term is defined in the Brook Street Facility Agreement,

"Chargor" means each company named below and (with effect from its accession) each other company which executes a Deed of Accession and Charge

- (a) Coroin Limited (05091711),
- (b) Westark Properties Limited (5112202),
- (c) Claridge's Hotel Limited (29022),
- (d) Claridge's Hotel Holdings Limited (3669265),
- (e) The Connaught Hotel Limited (3669273),
- (f) The Berkeley Hotel Limited (3669260),
- (g) Maybourne Hotels Limited (3669284),
- (h) Westone Hotel Acquisitions Company (3543429),
- (i) Connaught F&B Limited (06456183),
- (j) 41-43 Brook Street LLP (OC335486),
- (k) Bluedraft Limited (05518968)
- (l) Brook Street 1 Limited (06516561), and
- (m) Brook Street 2 Limited (06516559),

"Charged Account" means any Receivables Account, the Interest Reserve Accounts, and the Historic Interest Reserve Accounts,

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"Company" means Coroin Limited, a limited liability company incorporated in England and Wales under the Act with registered number 05091711,

"Core Land" means all and any Land of the Chargors other than Non-Core Properties (as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement),

"Debenture Date" means 1 April 2011,

"Debts" means, in relation to each Chargor

(a) all book debts, both present and future, due or owing to such Chargor and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each such case, the proceeds thereof and all damages and dividends in relation thereto) due or owing to such Chargor and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens), and

(b) all sums, both present and future, due or owing to such Chargor by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union,

"Declared Default" means an Event of Default in respect of which any notice has been issued by the Facility Agent under Clause 23 21 (Acceleration) of the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement,

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form set out in Part 1 of Schedule 5 (Form of Deed of Accession and Charge for a New Chargor),

"Derivative Rights" includes

(a) allotments, rights, money or property arising at any time in relation to any of the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise,

(b) dividends, distributions, interest and other income paid or payable in relation to any Securities, and

(c) stock, shares and securities offered in addition to or substitution for any of the Securities,

"Event of Default" means any event or circumstance specified as such in Clause 23 (*Events of Default*) of the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement,

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Short particulars

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"Excluded Property" means Land held by any Chargor under a lease and any other property where the freehold is not owned by a Chargor where

(a) the terms of such lease or other arrangement either preclude absolutely the relevant Chargor from creating any charge over its leasehold or other interest in such Land, or require the consent of any third party prior to the creation of such charge, and

(b) such consent shall not have been previously obtained,

and includes

| Title Number | Tenure | Property | Registered Proprietor (s) |
|--------------|--|---------------------------------------|--------------------------------------|
| NGL905097 | Leasehold Excluded Property as at the date of the Debenture | Garage at 16 Old Barrack Yard, London | The Berkeley Hotel Limited (3662960) |

"Existing Facilities Documents" means the Senior Facility Agreement, the Subordinated Facility Agreement and the Brook Street Facility Agreement,

"Existing Security" means the mortgages and charges and other security interests granted in favour of

(c) The Governor and Company of the Bank of Ireland as Senior Security Trustee under the Senior Finance Documents and as Subordinated Security Trustee under the Subordinated Finance Documents, and

(d) Anglo Irish Bank Corporation Limited (formerly Anglo Irish Bank Corporation plc) as Brook Street Security Trustee under the Brook Street Finance Documents,

for so long as they continue in force,

"Facilities Amendment and Knightsbridge Acquisition Facilities Agreement" means the amendment and facilities agreement dated 1 April 2011 made between, amongst others, the Company, Anglo Irish Bank Corporation Limited (as Facility Agent, Knightsbridge Security Trustee and Original Lender), The Governor and Company of the Bank of Ireland (as Original Lender) and National Asset Loan Management Limited (as Original Lender),

"Facility Agent" means Anglo Irish Bank Corporation Limited as Facility Agent under the Senior Facility Agreement, the Subordinated Facility Agreement, the Brook Street Facility Agreement and the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement,

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"Finance Documents" means the Senior Finance Documents, the Subordinated Finance Documents, the Brook Street Finance Documents, the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement, the Amendment Agreement, the May 2008 Amendment Agreement, any Fee Letter, any Accession Letter, any Transaction Security Document, any Confirmation Agreement, the Intercreditor Agreement, the Amendment Agreement to the Intercreditor Agreement, any Letter of Subordination and Confirmation, each Hedging Novation Agreement, the Debt Novation Agreement, each Intra-group Agreement, the Subordination Deed (each as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement unless otherwise defined in this Form MG01) and any other document designated as a "Finance Document" by the Facility Agent and the Company under the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement or the Existing Facilities Documents,

"Finance Parties" means the Facility Agent, the Lenders, and Anglo Irish Bank Corporation Limited and The Governor and Company of the Bank of Ireland as the "Security Trustees" (as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement),

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage or fixed charge created by Clause 3 2 (Creation of fixed security) or arising on crystallisation of a floating charge whether under Clause 4 (Crystallisation) or otherwise,

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3 2 (Creation of floating charge) but, if it is also a Fixed Charge Asset, only insofar as concerns that floating charge,

"Group" means the Company and its Subsidiaries for the time being,

"Hedging Documents" means any interest rate swap agreement or similar arrangement entered into by any Chargor from time to time,

"Historic Interest Reserve Accounts" means the interest reserve account opened in the name of Westark Properties Limited with Anglo Irish Bank Corporation Limited having account number 123/00501293/01, and the interest reserve account opened in the name of Westone Hotel Acquisitions Company with the Knightsbridge Security Trustee having account number 1912195,

"Hotel" means each of the Berkeley Hotel, Claridge's Hotel and The Connaught Hotel (each as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement),

"Indebtedness" means any obligation for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges,

"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights,

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"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets charged by it pursuant to Clause 3 2 (Creation of fixed security) (c) (xi) to (xvi) inclusive,

"Interest Reserve Account" means the Westone Interest Reserve Account and the Westark Interest Reserve Account,

"Knightsbridge Security Trustee" means Anglo Irish Bank Corporation Limited acting as security agent and trustee for the Finance Parties and includes any successor appointed pursuant to the Finance Documents,

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to land (including trade and tenant's fixtures),

"Lenders" means Anglo Irish Bank Corporation Limited, The Governor and Company of the Bank of Ireland, National Asset Loan Management Limited and (with effect from an assignment or transfer being effected to it in accordance with Clause 29 (Transfer by a Finance Party)) each permitted assignee or transferee,

"Management Contract" means, in respect of a Hotel, a management contract (in a form approved by the Facility Agent acting on the instructions of all the Lenders) entered or to be entered into by a member of the Group with a third party acceptable to the Facility Agent and pursuant to which such third party agrees to manage such Hotel on the terms contained therein,

"Receivables" means all the Charging Company's sums of money receivable by it at the Debenture Date or in the future consisting of or payable under or derived from any Asset described in Clause 3 1 (Assignments) and Clause 3 2 (Creation of fixed security),

"Receivables Account" means any separate and denominated account as may be maintained by any of the Chargors with a bank in accordance with the provisions of Clause 6 1(b) (Designated accounts),

"Receiver" means a receiver and manager appointed under Clause 16 1 (Appointment) and (where the context requires or permits) includes any substituted receiver and manager,

"Refurbishment Works Documents" means the Refurbishment Contract, the Total Budget, the Refurbishment Collateral Warranty Agreements, the Refurbishment Performance Bond, the Refurbishment Professional Team Member Appointments (each as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement) and each other agreement document or deed relating to the Refurbishment Works (as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement) and designated a Refurbishment Works Document by the Borrower and the Facility Agent,

"Secured Sums" means all Indebtedness covenanted to be paid or discharged by the Chargors to the Knightsbridge Security Trustee for the Finance Parties under Clause 2 1 (Covenant to pay),

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"Securities" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,

"Security Interest" includes any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, title retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Senior Facility Agreement" means the senior facilities agreement originally dated 21 September 2005 as amended by amendment and restatement agreements dated 20 June 2006, 12 October 2007 and 30 May 2008 and made between the Company, Westark Properties Limited, Claridge's Hotel Limited, Claridge's Hotel Holdings Limited, The Connaught Hotel Limited, The Berkeley Hotel Limited, Maybourne Hotels Limited and Westone Hotel Acquisitions Company, the Senior Lenders, the Facility Agent and the Senior Security Trustee,

"Senior Finance Documents" means the "Finance Documents" as the term is defined in the Senior Facility Agreement,

"Senior Lenders" means Anglo Irish Bank Corporation Limited and The Governor and Company of the Bank of Ireland,

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 7 (Specified Intellectual Property),

"Specified Securities" means, in relation to the Charging Company, all Securities

(a) which at the Debenture Date or in the future represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority",

(b) which are at the Debenture Date or in the future held in the name of the Knightsbridge Security Trustee or its nominee or to its order, or

(c) the certificates for which are at the Debenture Date or in the future deposited by such Charging Company with the Knightsbridge Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Knightsbridge Security Trustee or its nominee,

"Subordinated Facility Agreement" means the original subordinated facilities agreement dated 21 September 2005 between the Company, Westark Properties Limited as Borrower, Anglo Irish Bank Corporation Limited as Lender and Facility Agent, and The Governor and Company of the Bank of Ireland as amended by an amendment and restatement agreement dated 29 June 2006,

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"**Subordinated Finance Documents**" means the "Finance Documents" as defined in the Subordinated Facility Agreement,

"**Subsidiary**" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 and disregarding for this purpose the fact that any shares in that undertaking may be held by way of security and the Security Agent (or a nominee of the Security Agent) may be registered as a member of the relevant company,

"**Westark Interest Reserve Account**" means the interest reserve account in the name of Westark Properties Limited held with Anglo Irish Bank Corporation Limited, account number 60386920,

"**Westone Interest Reserve Account**" means the interest reserve account in the name of Westone Hotel Acquisitions Co Limited held with The Governor and Company of the Bank of Ireland, account number 1912105,

"**West Wing Works Documents**" means the West Wing Contract, the Demolition Contract, the Total Budget, the West Wing Collateral Warranty Agreements, the West Wing Performance Bond, the West Wing Professional Team Member Appointments (each as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement) and each other agreement document or deed relating to the West Wing Works (as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement) and designated a West Wing Works Document by the Borrower and the Facility Agent,

"**Works**" means the Refurbishment Works, the West Wing Works and the Demolition Works (each as defined in the Facilities Amendment and Knightsbridge Acquisition Facilities Agreement), and the works to be carried out in fitting out the west wing of The Connaught Hotel and the works to be carried out in fitting out the American Bar, and

"**Works Documents**" means

(a) the Refurbishment Works Documents, and

(b) the West Wing Works Documents

END OF CONTINUATION PAGES



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

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

COMPANY NO. 3669260
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 APRIL 2011
AND CREATED BY THE BERKELEY HOTEL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE TO ANGLO
IRISH BANK CORPORATION LIMITED AND EACH FINANCE
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 12
APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2011

