

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

CHFP025

Please do not write in this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

131

3669260

Name of company

* Insert full name of company

The Berkeley Hotel Limited (the Chargor)

I, Malcolm France
of 34 Tybenham Rd, Merton Park, London, SW19 3LA

† Delete as appropriate

[a director] ~~Malcolm France~~ of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in (full) ~~(part)~~ †

‡ Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

Date and Description of charge ‡ See Schedule 1 of the attached Continuation Sheet

Date of Registration § 3 June 2004

§ The date of registration may be confirmed from the certificate

Name and address of ~~charged~~ [trustee for the debenture holders]

Anglo Irish Bank Corporation Plc (the Security Trustee) of Stephen Court, 18/21 St. Stephen's Green, Dublin 2, Ireland

Short particulars of property charged ¶

See Schedule 2 of the attached Continuation Sheet

¶ Insert brief details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Davenport Lyons
30 Old Burlington Street
London, W1B 3NL

Declarant to sign below

Day Month Year

on 07/10/2005

before me John Veira

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Presenter's name, address and reference (if any):

Allen & Overy LLP
Level 32
40 Bank Street
Canary Wharf
London E14 5NR
BK:3258272

For official use
Mortgage section

Post room



A19
COMPANIES HOUSE

AF09H9FR

0585
11/10/05

Continuation Sheet to Form 403a relating to the Security Document (as defined below)

SCHEDULE 1

DATE AND DESCRIPTION OF CHARGE

Debenture made by way of deed dated 14 May 2004 between, among others, the Company and Anglo Irish Bank Corporation plc as Security Trustee (the Security Document).

SCHEDULE 2

SHORT PARTICULARS OF PROPERTY CHARGED

1. SPECIFIC CHARGES

- 1.1 By way of legal mortgage each property specified in part I of schedule 2 of the Security Document which is set opposite its name and which is not an Excluded Property;
- 1.2 by way of equitable mortgage its Property, other than (i) any Excluded Property and (ii) the property or properties specified in part I of Schedule 2 of the Security Document and set opposite its name;
- 1.3 by way of specific charge and agrees to mortgage to the Security Trustee (as trustee for and on behalf of each of the Secured Parties) the Chargor's Investments;
- 1.4 by way of specific charge the Chargor's Debts, its Intellectual Property, its Licences and all deeds and documents from time to time relating to its Charged Assets;
- 1.5 by way of specific charge the goodwill (including, without limitation, all brand names) and the uncalled capital both present and future of the Chargor;
- 1.6 by way of specific charge all the rights, title and interest of the Chargor in and to the Policies and to the compensation moneys referred to in clause 5.1.12 of the Security Document;
- 1.7 by way of specific charge all the rights, title and interest of the Chargor in and to all chattels from time to time hired, leased or rented by the Chargor to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
- 1.8 by way of specific charge the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for the sale, letting or other disposal of its Property, the benefit of all rental and other income in respect of its Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property;
- 1.9 by way of specific charge the benefit of all rights and claims of the Chargor against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to the Chargor in respect of any works of design, construction, repair or replacement to, on or about its Property;
- 1.10 by way of specific charge the Chargor's fixed plant, machinery and equipment from time to time in or on its Property (and not comprised in its Property) and the benefit of all the Chargor's rights and claims against any person in respect of the design, construction, repair or replacement of the same:

- 1.11 by way of specific charge all the Chargor's interests, rights and entitlements under any Hedging Agreement and all documentation from time to time amending or extending the same and all its rights, title and interest whatsoever, present and future, whether proprietary, contractual or otherwise thereby or by any variation or extension thereof including, without prejudice to the generality of the foregoing all claims of damages in respect of any breach of any Hedging Agreement(s);
- 1.12 so far as permitted under the relevant document, by way of specific charge all the Chargor's rights, title and interest in and to all contracts, agreements or warranties affecting its Property with building; contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals; and
- 1.13 by way of specific charge any account opened and/or maintained by the Chargor with the Security Trustee (including each Security Account) or any other bank or financial institution and any moneys from time to time standing to the credit of any such account.

2. FLOATING CHARGE

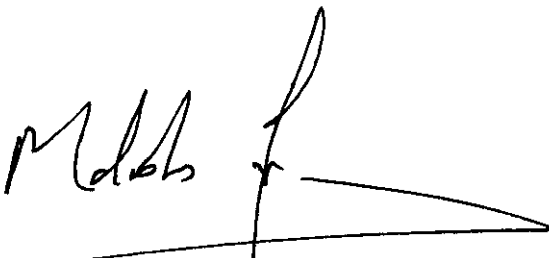
By way of floating charge the undertaking and all property, assets and rights of the Chargor, whatsoever and wheresoever, both present and future (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of specific charge under the provisions of clauses 2.1.1 to 2.1.13 of the Security Document inclusive or assigned by way of security under the provisions of clause 2.3 of the Security Document).

3. ASSIGNMENTS BY WAY OF SECURITY

- 3.1 All its rights, title and interest in and to each Management Contract;
- 3.2 all its rights, title and interest in and to each Receivables Account maintained by it and any Security Account maintained by it with any bank including, without limitation, the Disposal Proceeds Account and the Pensions Holding Account and any moneys from time to time standing to the credit of any such account;
- 3.3 all its rights, title and interest in and to the proceeds arising from and all payments arising under each Policy; and
- 3.4 all its rights, title and interest in and to each Acquisition document,

provided that if any of the assignments detailed at clauses 2.3.1 and/or 2.3.4 of the Security Document do not take effect as such, each such assignment shall take effect as fixed charge over the rights of the Chargor to any claims, damages or compensation arising in respect of the relevant Charged Assets.

(where **Acquisition Document; Charged Assets; Debts; Disposal Proceeds Account; Excluded Property; Hedging Agreement; Intellectual Property; Investments; Licences; Management Contract; Obligor; Pensions Holding Account; Policies; Property; Receivables Account; Secured Obligations; Secured Parties; Security Account** have the meaning given to them in the Security Document).



A handwritten signature in black ink, appearing to be 'M. G. B.', is written over a long horizontal line that spans across the bottom of the page.