

MG01

Particulars of a mortgage or charge



019/241/117

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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

THURSDAY



\*L5Q3PW04\*

LD2

21/07/2011

45

COMPANIES HOUSE

1

**Company details**

Company number 0 4 3 9 2 4 6 0

Company name in full WATERFRONT GP LIMITED ACTING AS GENERAL PARTNER FOR  
THE WATERFRONT LIMITED PARTNERSHIP (the "Chargor")

8 For official use

→ **Filling 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 d1 d4 m0 m7 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 14 July 2011 (the "Debenture") and entered into between, amongst others, the Chargor and Credit Suisse AG, London Branch as security trustee for itself and the other Secured Parties (as defined on continuation page 16 of Part 6 of this Form MG01) (the "Security Agent")

4

**Amount secured**

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

Amount secured The Secured Obligations

(For definitions of capitalised terms used in this Form MG01, please see continuation pages 4 to 17 of Part 6 of this Form MG01 )

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

**MG01****Particulars of a mortgage or charge****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

**Continuation page**

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

Name Credit Suisse AG, London Branch, as Security Agent

Address One Cabot Square, London

Postcode E 1 4 4 Q J

Name

Address

Postcode

**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

**1 CHARGING PROVISIONS****1 1 Specific Security**

Subject to Clause 3 6 of the Debenture (as set out in paragraph 1 6 of this Part 6), the Chargor, as continuing security for the payment of the Secured Obligations, has charged in favour of the Security Agent with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage

(i) all Property belonging to it at the date of the Debenture or vested in it, and

(b) all the Shares and Investments and all corresponding Related Rights,

(b) by way of first fixed charge

(i) all other interests (not effectively charged under Clause 3 1(a) of the Debenture (as set out in paragraph 1 1(a) of this Part 6)) in any Property and the benefit of all other agreements relating to land,

(ii) the Arena Lease,

(iii) the Entertainment District Lease,

(iv) the Supplemental Entertainment District Lease

Please see continuation pages 1 to 17 of this Part 6 of this Form MG01 attached hereto

# MG01

## Particulars of a mortgage or charge

### 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

NIL

### 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 Latham & Watkins X

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

# MG01

## Particulars of a mortgage or charge



### 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 **Helen Matchwick**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

County/Region

Postcode **E C 2 M 3 X F**

Country **UK**

DX **Reference No 024489-0042**

Telephone **020 7710 1000**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (v) (once such lease has been granted as permitted by the Facility Agreement) the Additional Supplemental Entertainment District Lease,
- (vi) all of its right, title and interest in the Intellectual Property,
- (vii) all of its right, title and interest in the Equipment,
- (viii) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
- (ix) all Other Debts and all rights and claims against third parties and against any security in respect of those Other Debts,
- (x) all monies standing to the credit of the Operating Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,
- (xi) all of its rights and interest in the Hedging Agreements,
- (xii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
- (xiii) its goodwill and uncalled capital, and
- (c) if not effectively assigned by Clause 3.3 (*Security Assignment*) of the Debenture (as set out in paragraph 1.2 of this Part 6), all its rights, title and interest in (and claims under) the Insurance Policies, the Assigned Agreements, the Occupational Leases, all Rental Income payable to or for the benefit or account of the Chargor in connection with the letting, use or occupation of the Property and any guarantee of Rental Income contained in or relating to any Lease Document

#### 1.2 Security Assignment

As further continuing security for the payment of the Secured Obligations, the Chargor has assigned absolutely by way of security with full title guarantee to the Security Agent all its rights, title and interest in

- (a) the Insurance Policies,
  - (b) the Assigned Agreements,
  - (c) the Occupational Leases,
  - (d) all Rental Income payable to or for the benefit or account of the Chargor in connection with the letting, use or occupation of the Property, and
  - (e) any guarantee of Rental Income contained in or relating to any Lease Document,
- subject in each case to reassignment by the Security Agent to the Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations

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### Particulars of a mortgage or charge

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Short particulars

##### 1 3 Conversion of Floating Charge

- (a) The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if
  - (i) an Event of Default has occurred and is continuing,
  - (ii) the Security Agent considers in good faith that any asset charged under the floating charge created under the Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy, or
  - (iii) the Security Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under the Debenture
- (b) The floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of the Chargor which are subject to the floating charge created under the Debenture, if
  - (i) a resolution is made for the winding-up, dissolution, or a compromise, assignment or arrangement with any creditor of the Chargor,
  - (ii) the Chargor creates, or purports to create, Security (except as permitted by the Finance Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under the Debenture,
  - (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any Charged Property, or
  - (iv) if any other floating charge created by the Chargor crystallises for any reason
- (c) Upon the conversion of any floating charge pursuant to Clause 3.4 (*Conversion of Floating Charge*) of the Debenture (as set out in this paragraph 1 3 of this Part 6), the Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require

##### 1 4 Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3 1 (*Specific Security*) of the Debenture (as set out in paragraph 1.1 of this Part 6) and from the operation of Clause 4 (*Further Assurance*) of the Debenture (as set out in paragraph 2 of this Part 6)
  - (i) any leasehold property held by the Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest,
  - (ii) any Intellectual Property in which the Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including

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## Particulars of a mortgage or charge

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requiring the consent of any third party) the Chargor from creating any charge over its interest in that Intellectual Property,

in each case until the relevant condition or waiver has been satisfied or obtained

- (b) For all leasehold property or any Intellectual Property referred to in Clause 3 5(a) of the Debenture (as set out in paragraph 1.4(a) of this Part 6), the Chargor has undertaken to apply for the relevant consent or waiver of prohibition or condition within 14 days of the date of the Debenture and, in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all of its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations
- (c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property, Intellectual Property shall stand charged to the Security Agent under Clause 3 1 (*Specific Security*) of the Debenture (as set out in paragraph 1 1 of this Part 6) If required by the Security Agent, at any time following receipt of that waiver or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment in such other form as the Security Agent shall reasonably require

1 5 Notwithstanding any other provisions of the Debenture, no Security shall be created, or attached, to the Shares and Related Rights in AnSCO UK Finance Co 3 Limited (registered number 92682) and AnSCO UK Finance Co 4 Limited (registered number 92683)

## 2 FURTHER ASSURANCE

### 2 1 General

- (a) Subject to the Agreed Security Principles, the Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in the Debenture) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favor of the Security Agent or its nominee(s))
  - (i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to the Debenture or by law,
  - (ii) to confer on the Security Agent, or on the Secured Parties, Security over any property and assets of the Chargor located outside of England and Wales, which if in England or Wales would form part of or be intended to be conferred by or pursuant to the Debenture; and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture
- (b) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection,

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture

#### 3 NEGATIVE PLEDGE

The Chargor may not

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3 2 (*Floating Charge*) of the Debenture on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Facility Agreement (including as permitted under Clause 23 15 (*Disposals*) thereof) or with the prior written consent of the Security Agent

#### 4 CONTINUING SECURITY

The Security constituted by the Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing

#### 5 POWER OF ATTORNEY

The Chargor, by way of security, has irrevocably and severally appointed the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture, and the Chargor has covenanted with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney

#### DEFINITIONS

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form MG01 (including these continuation pages of this Form MG01) shall have the following meanings:

"AAL" means Ansco Arena Limited

"Accession Deed" means a document substantially in the form set out in Schedule 7 (*Form of*



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><i>Accession Deed</i>) to the Facility Agreement</p> <p>“Accounting Principles” means generally accepted accounting principles, standards and practices in the United Kingdom</p> <p>“Additional Facility” has the meaning given to it in Clause 2 3 (<i>Additional Facility</i>) of the Facility Agreement</p> <p>“Additional Facility Accession Deed” means a notice substantially in the form set out in Schedule 14 (<i>Additional Facility Accession Deed</i>) to the Facility Agreement or in any other form agreed between the Agent and the Company.</p> <p>“Additional Facility Document” means any document setting out the terms of an Additional Facility and designated as such by the Additional Facility Lender and the Company</p> <p>“Additional Facility Lender” has the meaning given to it in Clause 2 3 (<i>Additional Facility</i>) of the Facility Agreement</p> <p>“Additional Guarantor” means a company which becomes an Additional Guarantor in accordance with Clause 27 (<i>Changes to Obligors</i>) of the Facility Agreement</p> <p>“Additional Supplemental Entertainment District Lease” means the additional supplemental lease of (cinema overhang) airspace at first floor level at The O2 dated on or about the Closing Date and made between (1) Trinity (D) Limited and (2) Waterfront GP Limited, AEG Waterfront Number One LLC, AEG Waterfront Number Two LLC, and AEG Waterfront Number Three LLC, each as partners of The Waterfront Limited Partnership</p> <p>“Agent” means Credit Suisse AG, London Branch</p> <p>“Agreed Security Principles” means the principles set out in Schedule 12 (<i>Agreed Security Principles</i>) to the Facility Agreement</p> <p>“AP2(UK)L” means Ansco Phase 2 (UK) Limited</p> <p>“APML” means Ansco Piazza Management Limited</p> <p>“Arena” means the concert, sports and entertainment arena with a seating capacity of approximately 20,000, within The O2 situated within the land comprised in and demised by the Arena Lease.</p> <p>“Arena Lease” means a lease of the arena lease demise for a term of 58 years from 17 June 2004 (expiring 16 June 2062) (but with options to extend) dated 16 June 2005 and made between (1) The Urban Regeneration Agency (2) Ansco Arena Limited and (3) Anschutz Company (as original guarantor but who have since been released) (as such lease has been subsequently varied by the following deeds of variation (i) deed of variation relating to car parking dated 6 September 2007, (ii) deed of variation relating to the entertainment district overlap premises dated 6 September 2007, (iii) deed of variation relating to infrastructure work within the initial parking area and the pedestrian walkway dated on or about the Closing Date; (iv) deed of variation relating to put and call options to the Arena Lease dated on or about the Closing Date 2011, (v) deed of variation relating to the Roofwalk dated on or about the Closing Date 2011), which lease is registered at the Land Registry under title number TGL258816</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>“Arena Raft Area” means the premises at The O2 the subject of the Arena Raft Area Sub-Underlease</p> <p>“Arranger” means Credit Suisse AG, London Branch</p> <p>“ARWL” means Ansko Roofwalk Ltd</p> <p>“Assigned Agreements” means the Material Contracts, and any other agreement designated as an Assigned Agreement by the Chargor and the Security Agent</p> <p>“Authorisation” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>“Borrower” means the Company or any Additional Borrower (as defined in the Facility Agreement)</p> <p>“Boundary Strips” means the premises which form part of the premises demised by the Entertainment District Lease and are the subject of the Northern Strip Deed of Surrender and the Southern Strip Deed of Surrender</p> <p>“Casino Use Deed of Variation” means a variation of the Arena Lease in the agreed form deed of variation annexed to the Casino Variation Call Option (as defined in the Facility Agreement)</p> <p>“Charged Property” means the assets of the Chargor, mortgaged, charged or assigned to the Security Agent pursuant to Clause 3 (<i>Charging Provisions</i>) of the Debenture (as set out in paragraph 1 of this Part 6)</p> <p>“Closing Date” means the date on which the first Loan is made</p> <p>“Company” means Ansko Finance 2011 Limited</p> <p>“Entertainment District” means the Real Property comprised in and leased to WLP pursuant to the Entertainment District Lease and the Supplemental Entertainment District Lease (where each such term not defined herein shall have the meaning given to it in the Facility Agreement)</p> <p>“Entertainment District Lease” means the lease of the dome waterfront, Greenwich Peninsula, and other lands dated 6 September 2007 and made between (1) Meridian Delta Dome Limited (now known as Trinity D Limited) and (2) The Waterfront Limited Partnership (as such lease has been subsequently varied by (i) deed of variation relating to premises granted by a supplemental lease dated 6 September 2007, (ii) deed of variation relating to consequential changes effected by put and call options to the Arena Lease dated on or about the Closing Date, (iii) deed of variation relating to the Roofwalk dated on or about the Closing Date, and (iv) deed of variation relating to the Additional Supplemental Entertainment District Lease dated on or about the Closing Date which lease is registered at the Land Registry under title number TGL299851</p> <p>“Equipment” means all plant, machinery, computers, office and other equipment, furnishings and vehicles together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto</p> <p>“Event of Default” means any event or circumstance specified as such in Clause 24 (<i>Events of Default</i>) of the Facility Agreement</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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“Excluded Shares” means all shares owned by the Chargor in AnSCO UK Finance Co 3 Limited (registered number 92682) and AnSCO UK Finance Co 4 Limited (registered number 92683)

“Facility Agreement” means the facility agreement on or about the date of the Debenture, between, among others, AnSCO Finance 2011 Limited, Credit Suisse AG, London Branch as mandated lead arranger, bookrunner, agent and security agent and the financial institutions named therein as lenders

“Facility B” means the term loan facility made available under the Facility Agreement as described in Clause 2.1 (*Facility*) of the Facility Agreement

“Fee Letter” means

- (a) any letter or letters dated on or about the date of the Facility Agreement (or the Agent and the Company or the Security Agent and the Company) setting out any of the fees referred to in Clause 13 (*Fees*) of the Facility Agreement, and
- (b) any other agreement setting out fees payable to a Finance Party referred to in the Facility Agreement or under any other Finance Document

“Finance Documents” means the Facility Agreement, the Subordination Deed, any Accession Deed, any Additional Facility Accession Deed, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any Additional Facility Document and any other document designated as a “Finance Document” by the Agent and the Company provided that where the term “Finance Document” is used in, and construed for the purposes of, the Facility Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

- (a) the definition of “Material Adverse Effect” in the Facility Agreement,
- (b) paragraph (a) of the definition of “Permitted Transaction” in the Facility Agreement,
- (c) the definition of “Transaction Security Document” in the Facility Agreement,
- (d) paragraph (a)(iv) of Clause 1.2 (*Construction*) of the Facility Agreement,
- (e) Clause 19 (*Guarantee and Indemnity*) of the Facility Agreement, and
- (f) Clause 24 (*Events of Default*) of the Facility Agreement (other than paragraph (b) of Clause 24.15 (*Repudiation and rescission of agreements*) of the Facility Agreement and Clause 24.19 (*Acceleration*)) of the Facility Agreement.

“Finance Lease” means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease

“Finance Parties” means the Agent, the Arranger, the Security Agent, a Lender or a Hedge Counterparty provided that where the term “Finance Party” is used in, and construed for the purposes of, the Facility Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 367 1023 398">Please give the short particulars of the property mortgaged or charged</p> <ul style="list-style-type: none"> <li data-bbox="400 465 1182 497">(a) the definition of "Secured Parties" in the Facility Agreement,</li> <li data-bbox="400 526 1310 557">(b) paragraph (a)(i) of Clause 1 2 (<i>Construction</i>) of the Facility Agreement,</li> <li data-bbox="400 586 1481 618">(c) paragraph (c) of the definition of "Material Adverse Effect" in the Facility Agreement,</li> <li data-bbox="400 647 1278 678">(d) Clause 19 (<i>Guarantee and Indemnity</i>) of the Facility Agreement, and</li> <li data-bbox="400 707 1422 739">(e) Clause 31(<i>Conduct of business by the Finance Parties</i>) of the Facility Agreement</li> </ul> <p data-bbox="320 768 1118 799">"Financial Indebtedness" means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> <li data-bbox="400 828 1358 860">(a) moneys borrowed and debit balances at banks or other financial institutions,</li> <li data-bbox="400 889 1342 920">(b) any acceptance under any acceptance credit (or dematerialised equivalent),</li> <li data-bbox="400 949 1433 1012">(c) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument,</li> <li data-bbox="400 1041 1126 1072">(d) the amount of any liability in respect of Finance Leases,</li> <li data-bbox="400 1102 1453 1164">(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),</li> <li data-bbox="400 1193 1465 1319">(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),</li> <li data-bbox="400 1348 1469 1500">(g) any counter-indemnity obligation in respect of a guarantee, bond or any other instrument issued by a bank or financial institution in respect of (i) an underlying liability (but not, in any case, Trade Instruments) of an entity which is not an Obligor which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any Obligor relating to any post-retirement benefit scheme,</li> <li data-bbox="400 1529 1481 1624">(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Termination Date or are otherwise classified as borrowings under the Accounting Principles,</li> <li data-bbox="400 1653 1465 1778">(i) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles, and</li> <li data-bbox="400 1807 1469 1870">(j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) above</li> </ul> <p data-bbox="320 1899 1477 1962">"Financial Year" means the meaning given to that term in Clause 22 1 (<i>Financial definitions</i>) of the Facility Agreement</p> <p data-bbox="320 1991 1453 2022">"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a</p>

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

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Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement

“HCA” means the Homes and Communities Agency (formerly the Urban Regeneration Agency known as English Partnerships)

“Hedge Counterparty” means any person identified expressly for the purposes of this definition in a letter from the Company to the Agent which enters into a Hedging Agreement with an Obligor

“Hedging Agreements” means any master agreement, confirmation, schedule or other agreement to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging actual or projected real exposures arising in the ordinary course of trading activities of an Obligor and not for speculative purposes

“Hotel Site” means all that land which forms part, of the premises demised by the Entertainment District Lease which is the subject of the Hotel Site Deed of Surrender (as defined in the Facility Agreement)

“Insurance Policies” means all policies of insurance and all proceeds of them either held at the date of the Debenture or in the future by, or written in favour of, the Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 6 (*Insurance Policies*) to the Debenture

“Intellectual Property” means any patents, trade marks, service marks, registered designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist at the date of Debenture or in the future), whether registered or unregistered and the benefit of all applications and rights to use such assets which may subsist at the date of Debenture or in the future, including but not limited to the intellectual property, if any, specified in Schedule 4 (*Intellectual Property*) to the Debenture

“Investments” means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 3 (*Shares and Investments*) to the Debenture but excluding the Excluded Shares

“Lease” means any lease, sub-lease, tenancy, construction licence, other temporary licence or other right of occupation or use to which the Property may from time to time be subject or benefit from (whether personal or otherwise to the Chargor)

“Lease Document” means any document constituting a Lease (including any Occupational Lease)

“Lend Lease” means Lend Lease Europe Holdings Limited

“Lender” means

- (a) any Original Lender,
- (b) any Additional Lender, and

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 25 (<i>Changes to the Lenders</i>) of the Facility Agreement,</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement (where each such term not defined herein shall have the meaning given to it in the Facility Agreement)</p> <p>“Loan” means a Facility B Loan or an Additional Facility Loan (where each such term not defined herein shall have the meaning given to it in the Facility Agreement)</p> <p>“Majority Lenders” means a Lender or Lenders whose Commitments aggregate more than 66⅔ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔ per cent of the Total Commitments immediately prior to that reduction) (where each such term not defined herein shall have the meaning given to it in the Facility Agreement)</p> <p>“Material Contracts” means any contract under which in excess of £1,500,000 is payable to any Obligor in any Financial Year, if any, specified in Schedule 7 (<i>Material Contracts</i>) to the Debenture</p> <p>“MDL” means Meridian Delta Limited</p> <p>“Obligor” means a Borrower or a Guarantor</p> <p>“Occupational Leases” means any lease, agreement for lease, licence, tenancy or other occupational arrangement of any Property granted or entered into by the Chargor or to which the Chargor is party as lessor, licensor or grantor from time to time for the occupation or use of such Property or any part of it by a third party</p> <p>“Officer’s Certificate” means a certificate signed by the chief financial officer, the chief executive officer or two directors, in each case, of the Company.</p> <p>“Operating Accounts” means the accounts of the Chargor set out in Part I of Schedule 5 (<i>Bank Accounts</i>) to the Debenture and/or such other accounts as the Chargor and the Security Agent shall agree or (following the occurrence of an Event of Default which is continuing) as the Security Agent shall specify</p> <p>“Original Guarantor” means the subsidiaries of the Company listed in Part 1 of Schedule 1 (<i>The Original Parties</i>) to the Facility Agreement as original guarantors</p> <p>“Other Debts” means all debts and monetary claims (other than Trading Receivables)</p> <p>“Permitted Subtenant” means, at all times, a Subsidiary of Anschutz Entertainment Group, Inc that is controlled by Anschutz Entertainment Group, Inc but is not required to be a Subsidiary of the Company</p> <p>“Phase 2 Development” means all of the remainder of the premises demised by the Entertainment District Lease and Arena Raft Area other than the Phase 1 Development (as defined in the Facility Agreement) which is currently anticipated to include the design, construction and build-out of three</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>buildings adjacent to the Arena</p> <p>“Project” means the Phase 1 Development and the Arena (where each such term not defined herein shall have the meaning given to it in the Facility Agreement)</p> <p>“Property” means all freehold and leasehold property from time to time owned by the Chargor and shall include</p> <ul style="list-style-type: none"> <li>(a) the proceeds of sale of all or any part of such property,</li> <li>(b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property,</li> <li>(c) all money received by or payable to the Chargor in respect of such property, and</li> <li>(d) all buildings, fixtures and fittings from time to time on such property,</li> </ul> <p>including, but not limited to the property, if any, specified in Schedule 2 (<i>Properties</i>) to the Debenture PROVIDED ALWAYS THAT the Properties specified in Schedule 2 (<i>Properties</i>) to the Debenture shall mean the extent of the Chargor’s rights and interest in such Properties following the entry into all Property Wrap Up Transaction Documents and all Property Carve Out Documents entered into on or before the date of the Debenture and shall for the avoidance of doubt exclude the Hotel Site and the Boundary Strips</p> <p>“Property Carve Out Documents” means each of the following</p> <ul style="list-style-type: none"> <li>(a) the agreement for leases (subject to conditions) providing for the grant of the Roofwalk ED Lease and the Roofwalk Arena Lease to be entered into between (1) WLP, (2) AAL and (3) ARWL or any Permitted Subtenant in the agreed form (the “Roofwalk Agreement for Leases”),</li> <li>(b) a sub-underlease of all that land and airspace forming part of the premises demised by the Entertainment District Lease within which the roofwalk has been constructed pursuant to the Roofwalk Agreement for Leases to be entered into between (1) WLP, (2) AAL and (3) ARWL or any Permitted Subtenant in the agreed form, (the “Roofwalk ED Lease”),</li> <li>(c) a sub-underlease of all that airspace forming part of the premises demised by the Arena Lease within which the roofwalk has been constructed pursuant to the Roofwalk Agreement for Leases to be entered into between (1) AAL and (2) ARWL or any Permitted Subtenant in the agreed form, (the “Roofwalk Arena Lease”),</li> <li>(d) a sub-underlease relating to the Phase 2 Development to be entered into between (1) WLP and (2) AP2(UK)L or any Permitted Subtenant in the agreed form (the “Phase 2 Sub-Underlease”),</li> <li>(e) a letter of variation relating to the profit share of the Entertainment District Lease concerning (1) WLP, (2) Trinity D and (3) HCA dated in the agreed form (the “Entertainment District Lease (Profit Share) Letter of Variation”),</li> <li>(f) a sub-underlease relating to the Arena Raft Area to be entered into between (1) AAL</li> </ul>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 367 1023 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="475 465 1458 524">and (2) AP2(UK)L or any Permitted Subtenant in the agreed form ("Arena Raft Area Sub-Underlease"),</p> <p data-bbox="411 555 1490 647">(g) a letter of variation relating to the profit share of the Arena Lease concerning (1) AAL, (2) Trinity D and (3) HCA dated in the agreed form (the "Arena Lease (Profit Share) Letter of Variation"),</p> <p data-bbox="411 678 1490 801">(h) a section 106 Agreement relating to phase 2 of the Entertainment District to be entered into between (1) The Mayor and Burgesses of the London Borough of Greenwich, (2) WLP, (3) Trinity D and (4) HCA in the agreed form (the "ED2 Section 106 Agreement"), and</p> <p data-bbox="411 833 1442 891">(i) the Casino Use Deed of Variation in the agreed form annexed to the casino use call option,</p> <p data-bbox="411 922 1490 1196"><i>provided that</i>, in each case, all Authorisations (which for these purposes shall expressly exclude any Authorisation that would otherwise be required under any of the Finance Documents) required in connection with the relevant Property Carve Out Document have been obtained and provided further that for any Property Carve Out Document which has been amended after the date of the Facility Agreement by the parties thereto either (i) the Company delivers an Officer's Certificate confirming that such amendment(s) are not materially adverse to the interest of the Finance Parties or (ii) such amendment(s) have been approved by the Agent (acting in accordance with the instructions of the Majority Lenders acting reasonably)</p> <p data-bbox="411 1227 1490 1473">The definition of each of the Property Carve Out Documents above (save in relation to the section 106 Agreement listed at sub-paragraph (h) above) shall be deemed also to include any relevant agreement or option for the grant of the same, together also with any ancillary documents thereto (including any relevant licence to underlet) that are properly required to be entered into prior to the entry into of the same subject provided that, in each case, the Company has, prior to entering into such ancillary documents, delivered an Officer's Certificate confirming that such ancillary documents or entry into such agreement or option are not materially adverse to the interest of the Finance Parties</p> <p data-bbox="320 1505 1171 1538">"Property Wrap Up Transaction Documents" means each of the following</p> <p data-bbox="411 1563 1490 2018"> (a) a deed of surrender of the Entertainment District Lease relating to the Hotel Site to be entered into between (1) WLP and (2) Trinity D in the agreed form (the "Hotel Site Deed of Surrender"),  (b) a supplemental deed to be entered into between (1) HCA, (2) Trinity D, (3) AHL, (4) WLP and (5) AAL in the agreed form ("Greenwich Pavilion Supplemental Deed"),  (c) a roofwalk deed to be entered into between (1) HCA, (2) MDL, (3) Trinity D, (4) AAL and (5) WLP in the agreed form (the "Roofwalk Deed of Variation"),  (d) a deed of surrender relating to the northern boundary strip to be entered into between (1) WLP and (2) Trinity D in the agreed form ("Northern Strip Deed of Surrender"),  (e) a deed of surrender relating to the southern boundary strip to be entered into between (1) WLP and (2) Trinity D in the agreed form (the "Southern Strip Deed of </p>



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 367 1023 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="475 465 616 497">Surrender”),</p> <ul style="list-style-type: none"> <li data-bbox="411 526 1445 647">(f) a deed of release of Anschutz Company (incorporated under the laws of the State of Delaware, USA) (“AC”) as guarantor under the Arena Lease to be entered into between (1) Trinity D, (2) AAL and (3) AC in the agreed form (the “AC Guarantor Deed of Release”),</li> <li data-bbox="411 678 1487 768">(g) a deed of variation of the Arena Lease relating to the infrastructure work in the parking area to be entered into between (1) Trinity D and (2) AAL in the agreed form (the “Arena Lease (Parking Area) Deed of Variation”),</li> <li data-bbox="411 799 1481 889">(h) a deed of variation of the Arena Lease relating to a put and call option to be entered into between (1) Trinity D and (2) AAL in the agreed form (the “Arena Lease (Put and Call Option) Deed of Variation”),</li> <li data-bbox="411 920 1474 1010">(i) a deed of variation of the Entertainment District Lease relating to a put and call option to be entered into between (1) Trinity D and (2) WLP in the agreed form (the “Entertainment District Lease (Put and Call Option) Deed of Variation”),</li> <li data-bbox="411 1041 1469 1104">(j) a short term car parking lease to be entered into between (1) HCA and (2) AAL in the agreed form (the “Short Term Car Parking Lease”),</li> <li data-bbox="411 1135 1422 1225">(k) a deed of surrender relating to the cinema overhang (at first floor level only) to be entered into between (1) AAL and (2) Trinity D in the agreed form (the “Cinema Overhang Deed of Surrender”),</li> <li data-bbox="411 1256 1442 1346">(l) an additional supplemental Entertainment District Lease (in relation to the cinema overhang) to be entered into between (1) Trinity D and (2) WLP in the agreed form (the “Additional Supplemental Lease”),</li> <li data-bbox="411 1377 1442 1467">(m) a deed of variation of the Entertainment District Lease (in relation to the cinema overhang) to be entered into between (1) Trinity D and (2) WLP in the agreed form (the “Cinema Overhang Deed of Variation”),</li> <li data-bbox="411 1498 1433 1588">(n) a lease relating to the piazza area known as peninsula square to be entered into between (1) HCA and (2) MDL (the “Piazza Leaseholder”) in the agreed form (the “Piazza Lease”),</li> <li data-bbox="411 1619 1481 1709">(o) a management agreement relating to the piazza area known as peninsula square to be entered into between (1) APML and (2) the Piazza Leaseholder in the agreed form (the “Piazza Management Agreement”),</li> <li data-bbox="411 1740 1469 1830">(p) a common areas deed (amended and restated) to be entered into between (1) HCA, (2) MDL, (3) Trinity D, (4) AAL and (5) WLP in the agreed form (the “Amended and Restated Common Areas Deed”),</li> <li data-bbox="411 1861 1453 1951">(q) means a deed of rectification of the direct agreement relating to the Entertainment District Lease to be entered into between (1) HCA, (2) Trinity D and (3) WLP in the agreed form (the “ED Lease Direct Agreement Deed of Rectification”), and</li> <li data-bbox="411 1982 1481 2013">(r) a deed of rectification of the direct agreement relating to the Arena Lease to be entered</li> </ul>

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

into between (1) HCA, (2) Trinity D and (3) AAL in the agreed form (the "Arena Lease Direct Agreement Deed of Rectification")

- (s) means a deed of novation relating to the dome operational expenditure contribution to be entered into between (1) HCA, (2) WLP, (3) MDL, (4) Lend Lease, (5) Quintain Limited (6) AC, (7) AAL, (8) QML, (9) Permitobtain Limited and (10) Trinity D in the agreed form (the "Deed of Novation relating to the Dome Operational Expenditure Contribution"),
- (t) means a deed of novation relating to an infrastructure and costs deed dated 16 July 2004 to be entered into between (1) MDL, (2) AAL, (3) WLP and (4) Trinity D in the agreed form (the "Deed of Novation of the 2004 Infrastructure Costs Deed"),
- (u) means a deed of novation relating to an infrastructure agreement dated 29 March 2007 to be entered into between (1) MDL, (2) AAL, (3) WLP and (4) Trinity D in the agreed form (the "Deed of Novation of the 2007 Infrastructure Agreement"),
- (v) means a deed of covenant and release relating to a deed of grant of easement to be entered into between (1) Trinity D, (2) HCA and (3) MDL in the agreed form (the "Deed of Covenant and Release in relation to the Deed of Easement"),
- (w) means a letter amending the hotel site agreement dated 22 September 2008 to be entered into between (1) HCA, (2) WLP, (3) Lendlease, (4) AC (5) quintain, (6) Permitobtain Limited, (7) Trinity D, (8) AAL, (9) Anso hotel and (10) QML in the agreed form (the "Hotel Site Agreement Amendment Letter"), and
- (x) means a service charge agreement relating to the estate within the Entertainment District to be entered into between (1) HCA, (2) WLP, (3) MDL and (4) Trinity D in the agreed form (the "Entertainment District Estate Service Charge"),

provided that, for any Property Wrap Up Transaction Document which has been amended after the date of the Facility Agreement by the parties thereto either (i) the Company delivers an Officer's Certificate confirming that such amendment(s) are not materially adverse to the interest of the Finance Parties or (ii) such amendment(s) have been approved by the Agent (acting in accordance with the instructions of the Majority Lenders acting reasonably)

The definition of Property Wrap Up Transaction Documents above shall be deemed also to include any relevant ancillary or directly related documents which any of the counterparties thereto properly require to be entered into prior to the entry into of the same provided that the Company has, prior to entry into of such ancillary or related documents, delivered an Officer's Certificate confirming that such ancillary or related documents to the Property Wrap Up Transaction Documents are not materially adverse to the interest of the Finance Parties

"QML" means Quintain Meridian Limited

"Quasi-Security" means a transaction in which the Chargor

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

may be leased to or re-acquired by the Chargor,

- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

“Real Property” means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

“Receiver” means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture

“Related Rights” means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise)

“Rental Income” means the aggregate of all amounts at the date of the Debenture or at any time paid or payable to or for the benefit or account of the Chargor in connection with the letting, use or occupation of Property or any part thereof, including each of the following amounts so payable

- (a) rent and licence fees (and any amount equivalent thereto) payable whether it is variable or not and however or wherever it is described, reserved or made payable,
- (b) any increase of rent payable by virtue of an offer falling within the proviso of section 3 (1) of the Landlord and Tenant Act 1927,
- (c) any rent payable by virtue of a determination made by the Court under section 24(A) of the Landlord and Tenant Act 1954,
- (d) any sum received from any deposit held as security for performance of any tenant's obligations (excluding any sum which is payable to that tenant),
- (e) any other moneys payable in respect of occupation and/or usage of the Property and every fixture and fitting therein and every fixture thereon for display or advertisement, on licence or otherwise,
- (f) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same,

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Chargor from any party) in furtherance of such proceedings so taken or claim so made,
- (h) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon,
- (i) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Lease Document or occupancy agreement,
- (j) any sum payable by any guarantor of any occupational tenant under any Lease Document, and
- (k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same

"Resignation Letter" a document substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Facility Agreement

"Roofwalk" means the aerial walkway proposed to be constructed on the dome roof over the Project which will be the subject of the Roofwalk Arena Lease and the Roofwalk ED Lease

"Secured Obligations" means all moneys, obligations or liabilities due, owing or incurred to any Secured Party by the Chargor under any Finance Document at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by any Secured Party in connection therewith except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006

"Secured Parties" means the Finance Parties and any Receiver

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Shares" means all shares owned by the Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 3 (*Shares and Investments*) to the Debenture but excluding the Excluded Shares

"Subordination Deed" means the subordination agreement dated on or about the date of the Facility Agreement and entered into between, amongst others, the Company and the Security Agent

"Subsidiaries" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

"Supplemental Entertainment District Lease" means the supplemental lease of land at the dome waterfront, Greenwich Peninsula dated 6 September 2007 and made between (1) Meridian Delta Dome Limited (now known as Trinity D Limited) and (2) The Waterfront Limited Partnership (as such lease has been subsequently varied by a deed of variation relating to the Roofwalk dated on or about the Closing Date), which lease is registered at the Land Registry under title number TGL

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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"Termination Date" means

- (a) in relation to Facility B, the date falling seven years after the Closing Date, and
- (b) in relation to any Additional Facility, the date specified under the relevant Additional Facility Document, which shall comply with Clause 2.3 (*Additional Facility*) of the Facility Agreement

"The O2" means the structure formerly known as the Millennium Dome and the space inside such structure

"Trade Instruments" means any performance bonds, or advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Group (as defined in the Facility Agreement) arising in the ordinary course of carrying out the trading of that member of the Group (as defined in the Facility Agreement)

"Trading Receivables" means all book and other debts arising in the ordinary course of trading

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 2(d) of Part 1 of Schedule 2 (*Conditions Precedent*) to the Facility Agreement, and any document required to be delivered to the Agent under paragraph 14 of Part 2 of Schedule 2 (*Conditions Precedent*) to the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

"Trinity D" means Trinity (D) Limited (formerly Meridian Delta Dome Limited)

"Utilisation Request" means a notice substantially in the relevant form set out in Schedule 3 (*Requests and Notices*) to the Facility Agreement

"WLP" means The Waterfront Limited Partnership



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

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

**COMPANY NO. 4392460  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 JULY 2011  
AND CREATED BY WATERFRONT GP LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
ACTING AS GENERAL PARTNER FOR THE WATERFRONT  
LIMITED PARTNERSHIP TO ANY SECURED 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 21 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JULY 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES