

MG02

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



✓ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

✗ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in full or
in part of a fixed charge mortgage
company registered in Scotland. If you
do this, please use form MG03

SATURDAY



A10 *A1005LMI* #32
07/01/2012
COMPANIES HOUSE

1 Company details

Company number 0 4 3 9 2 4 6 0

Company name in full Waterfront GP Limited (the "Company").

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 Creation of charge

Date charge created d0 d6 m0 m9 y2 y0 y0 y7

Description ① A supplemental charge between, among others, the Company
and the Collateral Agent (the "Supplemental Charge").

Date of registration ② d2 d0 m0 m9 y2 y0 y0 y7

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name Credit Suisse, as trustee and agent (the "Collateral Agent")

Address 11 Madison Avenue, New York, USA

Postcode N Y 1 0 0 1 0

Name

Address

Postcode

Name

Address

Postcode

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

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4 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

Each Chargor with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities charges to the Collateral Agent by way of first legal mortgage all of the rights to and title and interest from time to time in the Additional Property, and assigns to the Collateral Agent all of the Company's rights to and title and interest from time to time in the Insurance Policies and Insurance Proceeds and all Rental income, in each case insofar as such rights, title and interest relate to the Additional Property together with all Related Property Rights relating thereto.

Please see the continuation sheets attached for the schedule of definitions used in this MG02.

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

In full

In part

① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X *S.M. Gayer* X

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

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Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name Nick Case 13558/30922038

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX 28

Telephone 020 7466 2639



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 completed the charge details in Section 2
- You have completed the name and address of the chargee, or trustee for the debenture holders
- You have completed the short particulars of the property mortgaged or charged
- You have confirmed whether the charge is to be satisfied in full or in part
- You have signed the form



Important information

Please note that all information on this form will appear on the public record.



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

Schedule of Definitions

Definitions

Additional Property means the **Entertainment District Lease** between (1) Meridian Delta Dome Limited and (2) The Waterfront Limited Partnership (formerly known as The Dome Limited Partnership) dated 6 September 2007 and **The Supplemental Lease** between (1) Meridian Delta Dome Limited and (2) The Waterfront Limited Partnership (formerly known as The Dome Limited Partnership) dated 6 September 2007 entered into pursuant to the exercise of the **Overlap Option**,

AEG means Anschutz Entertainment Group, Inc , a Colorado corporation, and indirect owner of 90% of the **Borrowers**,

Affiliate means, with respect to a specified **Person**, another **Person** that directly, or indirectly through one or more intermediaries, **Controls** or is **Controlled** by or is under common **Control** with the **Person** specified,

Agents means, collectively, the **Administrative Agent**, the **Collateral Agent**, the **Arranger** and the **Bookrunner**,

Agreement for Leases means that certain Agreement for Leases dated as of May 29, 2002, among The Urban Regeneration Agency (also known as English Partnerships), Meridian Delta Dome Limited, **Ansko**, **Completion Guarantor**, The Dome Limited Partnership (n/k/a The Waterfront Limited Partnership), Quintain Meridian Limited, Permitobtain Limited, Lend Lease Europe Holdings Limited, Quintain Estates and Development Plc, and Meridian Delta Limited, as may be amended, restated, amended and restated, supplemented or otherwise Modified from time to time after the **Effective Date**,

Ansko means Ansko Arena Limited, a company registered in England and Wales under company number 04350252 (formerly known as Ansko Dome Arena Limited, AEG Dome Arena Limited and AEG London Arena Limited),

Ansko Finance 2 means Ansko UK Finance Co 2 Ltd , a company organized under the laws of England and Wales,

Ansko Finance 3 means Ansko UK Finance Co 3 Ltd , a company organized under the laws of the Isle of Jersey,

Ansko Finance 4 means Ansko UK Finance Co 4, Ltd , a company organized under the laws of the Isle of Jersey,

Approved Fund means any **Fund** or similar investment vehicle that is, at all times during which it is the holder of all or a portion of the **Loans**, administered or managed by (a) a **Lender**, (b) an **Affiliate** of a **Lender** or (c) an entity or an **Affiliate** of an entity that administers or manages a **Lender**,

Arena means the concert, sports and entertainment arena with a seating capacity of approximately 23,000, and the adjacent **Casino Site** within **The O2** situated or to be situated within the land comprised in and demised by the **Arena Lease**, as depicted on Exhibit X of the **Credit Agreement**,

Arena Lease means the certain **Lease** dated as of 16 June 2005 between the Urban Regeneration Agency (also known as English Partnerships), **Ansko**, and the **Completion Guarantor**, together

Waterfront GP Limited (Company Number 04392460)

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with the Call Option Agreement relating to variation of a lease of the **Arena**, dated 13 September 2004, as may be amended, restated, amended and restated, supplemented or otherwise **Modified** from time to time after the **Effective Date**,

Assignment Agreement means an assignment and assumption agreement in substantially the form of Exhibit II attached to the **Credit Agreement** or in such other form as may be approved by the **Administrative Agent**,

Base Rate means, at any time, the higher of (a) the **Prime Rate** or (b) the rate which is 0.5% in excess of the **Federal Funds Effective Rate**,

Borrowers means, together, the **US Borrower** and the **UK Borrower** **Borrower** means, individually, the **US Borrower** or the **UK Borrower**, as the context requires,

Borrower Competitor means a **Person** identified by the **Borrowers** on Schedule A of the **Credit Agreement** as a competitor of **AEG** or any of its **Subsidiaries**,

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London,

Casino means that certain casino to be developed and constructed on the **Casino Site** if a gaming license is received for the **Casino Site**,

Casino Site means the elevated structure commonly referred to as the casino raft and shell, the location of which is depicted on Exhibit X attached to the **Credit Agreement**,

Chargor means London Arena and Waterfront Finance, LLC, AnSCO UK Finance Co Limited, AnSCO Arena Limited, AEG Waterfront Number Three LLC, AEG Waterfront Number Two LLC, AEG Waterfront Number One LLC, The Waterfront Limited partnership and Waterfront GP Limited in their role as parties to the **Supplemental Charge**,

Collateral means all of the properties and assets in which **Liens** are purported to be granted by the **Collateral Documents** (including, without limitation, the **Real Property Collateral**),

Collateral Documents means the **English Law Debenture**, **Pledge Agreements**, **Completion Guaranty**, **Jersey Law Security Agreement**, and any other documents, instruments or agreements delivered by any **Loan Party** pursuant to the **Credit Agreement** or any other **Loan Documents** in order to grant, protect or perfect liens on any assets of such **Loan Party** as security for all or any of the **Obligations**,

Completion Guaranty means the completion agreement executed by the **Completion Guarantor** on the **Effective Date** substantially in the form Exhibit XV as attached to the **Credit Agreement** as amended, restated, amended and restated, supplemented or otherwise **Modified** from time to time,

Completion Guarantor means Anschutz Company, a Delaware corporation,

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a **Person**, whether through the ability to exercise voting power, by contract or otherwise **Controlling** or **Controlled** have meanings correlative thereto,

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Control Agreements means, a blocked account control agreement governed by either United States law, English law or Isle of Jersey law, as applicable, in form and substance reasonably acceptable to the **Administrative Agent**,

Credit Agreement means the credit agreement between (1) London Arena and Waterfront Finance, LLC (the **US Borrower**), (2) Ansko UK Finance Co Ltd (the **UK Borrower**), (3) Credit Suisse, Cayman Islands Branch (the **Lender**), (4) Credit Suisse, Cayman Islands Branch (as the **Administrative Agent** and the **Collateral Agent**), and (5) Credit Suisse Securities (USA) LLC (as **Arranger** and **Bookrunner**),

Default means a condition or event that, after notice or after any applicable grace period has lapsed, or both, would constitute an **Event of Default**,

Dollars and **\$** means dollars in lawful currency of the United States;

Effective Date means such date on or prior to 9 March 2006 on which the conditions to effectiveness set forth in section 3.1 of the **Credit Agreement** are satisfied,

Eligible Assignee means (a) a **Lender**, (b) an **Affiliate** of a **Lender**, (c) an **Approved Fund**, (d) a commercial bank organised under the laws of the United States, or any State thereof, and having a combined capital and surplus of at least \$250,000,000, (e) a savings and loan association or savings bank organised under the laws of the United States, or any State thereof, and having a combined capital and surplus of at least \$250,000,000, (f) any bank which is an authorised person under the Financial Services and Market Act 2000 of the United Kingdom (as amended) which has capital and reserves in excess of £150,000,000, (g) a commercial bank organised under the laws of any other country that is a member of the OECD or has concluded special lending arrangements with the International Monetary Fund associated with its General Arrangements to Borrow or a political subdivision of any such country, and having a combined capital and surplus of at least \$250,000,000, so long as such bank is acting through a branch or agency located in the United States or United Kingdom, (h) a finance company, insurance company or other financial institution or fund (whether a corporation or partnership, trust or other entity) that is engaged in making, purchasing or otherwise holding commercial loans in the ordinary course and having a combined capital and surplus of (including, in the case of any such institution or fund which is authorised by the Financial Services Authority of the United Kingdom, capital and reserves equivalent to) at least \$100,000,000 or an **Approved Fund** thereof and (i) any other **Person** (other than a natural person) approved by the **Administrative Agent** (such approval not to be unreasonably withheld or delayed) and so long as no **Default** or **Event of Default** has occurred and is continuing, approved by the **US Borrower** with respect to the **Tranche A Term Loans** and the **UK Borrower** with respect to the **Tranche B Term Loans** (such approval not to be unreasonably withheld or delayed), provided that notwithstanding the foregoing, **Eligible Assignee** shall not include the **Borrowers**, any of the **Borrowers' Affiliates**, or any **Borrower Competitor**,

English Law Debenture means the English law debenture executed and delivered by (1) London Arena and Waterfront Finance, LLC, (2) Ansko UK Finance Co Limited, (3) Arena Holdings LLC, (4) Ansko Arena Limited, (5) Ansko Management Limited, (6) Waterfront Holdings LLC, (7) AEG Waterfront Number Three LLC, (8) AEG Waterfront Number Two LLC, (9) AEG Waterfront Number One LLC, (10) The Waterfront Limited Partnership, (11) Waterfront GP Limited, (12) Ansko Piazza Management Limited, (13) Ansko UK Finance Co 2 Limited, (14) Ansko UK Finance Co 3 Limited, (15) Ansko UK Finance Co 4 Limited, as chargors and (16) Credit Suisse, Cayman Islands Branch as collateral agent dated 9 March 2006,

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Entertainment District means the real property comprised in and to be leased to The Waterfront Limited Partnership pursuant to the **Entertainment District Lease**;

Event of Default means each of the events set forth in Section 7 of the **Credit Agreement**,

Federal Funds Effective Rate means, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or if such day is not a **Business Day**, for the next preceding **Business Day**) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a **Business Day**, the average of the quotations for such day on such transactions received by the **Administrative Agent** from three Federal funds brokers of recognised standing selected by the **Administrative Agent**,

Fund means any **Person** (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans or similar extensions of credit in the ordinary course of its business,

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

Ground Lease means each of the **Arena Lease**, the **Agreement for Leases**, and the **Entertainment District Lease** (when granted), each as may be **Modified**, amended or otherwise supplemented from time to time,

Guarantees means the **Completion Guaranty** and the **Subsidiary Guaranty**

Hedge Agreements means all swaps, options, caps or collar agreements or similar arrangements entered into by one or both of the **Borrowers** providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies,

Holdings means London Arena and Waterfront Holdings US, LLC, a Delaware limited liability company,

Insurance Policies means all present and future contracts or policies of insurance (including life policies) in which a **Chargor** has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise) other than any such contracts or policies relating solely to any of the excluded assets specified in section 1.1 of the **Credit Agreement**,

Insurance Proceeds means all monies from time to time paid or payable to a **Chargor** under or pursuant to the **Insurance Policies**, including (without limitation) the refund of any premiums or interest thereon,

Jersey Law Security Agreement means the agreement entered into on or about the **Effective Date** in relation to, *inter alia*, any accounts or other assets held in the Isle of Jersey,

Schedule of Definitions

Modifications means any amendments, supplements, modifications, renewals, replacements, consolidations, severances, substitutions and extensions of any document or instrument from time to time, **Modify** of **Modified** or related words shall have meanings correlative thereto,

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

Lease Document means any document constituting a **Lease** (including any **Occupational Lease**),

Lien means any lien, mortgage, pledge, assignment, security interest, fixed or floating charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any option, trust or deposit or other preferential arrangement having the practical effect of any of the foregoing,

Loan Documents means the **Credit Agreement**, the **Notes**, the **Guarantees**, the **Collateral Documents**, the **Control Agreements** or other documents evidencing or securing **Obligations**,

Loans means the **Tranche A Term Loans** and the **Tranche B Term Loans** outstanding or made by the **Lender** pursuant to section 2 1A of the **Credit Agreement**,

Loan Party or **Loan Parties** means, collectively, the **Borrowers**, each **Subsidiary Guarantor**, **Holdings**, and the **Completion Guarantor**, provided, however, that the **Completion Guarantor** shall not be considered a **Loan Party** after **Practical Completion** and satisfaction in full of its obligations under the **Completion Guaranty**,

Notes means (a) the promissory notes of the **Borrowers** issued on such date prior to the **Effective Date**, and (b) any promissory notes issued by the **Borrowers** in connection with assignments of **Loans** of any **Lender**, in each case substantially in the form of Exhibit IV as attached to the **Credit Agreement**, as may be amended, restated, supplemented or otherwise modified from time to time,

Obligations means all obligations of every nature of each **Loan Party** from time to time owed to the **Agents**, the **Lenders** or any of them or their respective **Affiliates** under the **Loan Documents**, or the **Hedge Agreements** permitted by the **Credit Agreement** with a **Lender** or an **Affiliate** of a **Lender**, whether for principal, interest or payments for early termination of **Hedge Agreements**, fees, expenses, indemnification or otherwise,

Occupational Lease means any lease, agreement for lease, licence, tenancy or other occupational arrangement of any **Real Property** granted or entered into by a **Chargor** or to which a **Chargor** is party as lessor, licensor or grantor from time to time for the occupation or use of such **Real Property** or any part of it by a third party,

Overlap Option means the option dated 16 June 2005 among the Urban Regeneration Agency (also known as English Partnerships), AnSCO Arena Limited, the **Completion Guarantor**, and Meridian Delta Dome Limited, pursuant to which the boundary between the **Arena Lease** and **Entertainment District Lease** may be re-aligned according to the footprints of buildings as actually constructed,

Permitted Subtenant means, at all times, a **Subsidiary** of AEG that is **Controlled** by AEG, which may be an **Unrestricted Subsidiary** (but is not required to be a **Subsidiary** or either **Borrower**),

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

Pledge Agreement means the **Pledge Agreement** executed and delivered by **Holdings** in favour of the **Collateral Agent** for the benefit of the **Secured Parties** substantially in the form of Exhibit VIII attached to the **Credit Agreement**, as may be amended, restated, amended and restated, supplemented or otherwise **Modified** from time to time in accordance with the terms thereof and within the **Credit Agreement**,

Pledge Agreements means, collectively, the **Pledge Agreement**, the **Share Pledge**, the **Pledge and Security Agreement** and the **Jersey Law Security Agreement**,

Pledge and Security Agreement means the Pledge and Security Agreement executed and delivered by each of the **Borrowers** and the **Subsidiary Guarantors** in favour of the **Collateral Agent** for the benefit of the **Secured Parties** substantially in the form of Exhibit VII attached to the **Credit Agreement**, as may be amended, restated, amended and restated, supplemented or otherwise **Modified** from time to time in accordance with the terms thereof and within the **Credit Agreement**,

Practical Completion has the meaning ascribed to it in the **Agreement for Leases**,

Prime Rate means the rate of interest per annum announced from time to time by Credit Suisse as its prime commercial lending rate in effect at its principal office in New York. The **Prime Rate** is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Credit Suisse or any other **Lender** may make commercial loans or other loans at rates of interest at, above or below the **Prime Rate**,

Real Property means

- (A) any present or future interest (whether freehold, leasehold or otherwise) in any real property owned by any **Chargor**, situate in England and Wales (including but not limited to that specified in Part 1 of Schedule 1 (*Real Property*) of the **English Law Debenture**,
- (B) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery of any **Chargor** from time to time on or forming part of the property referred to in paragraph (A) above, and
- (C) the **Related Property Rights**,

Real Property Asset means, at anytime of determination, any interest (fee simple, freehold, leasehold or otherwise) then owned by the **Borrowers** or any **Restricted Subsidiary** in any real property,

Real Property Collateral means the portion of the **Collateral** comprising a **Real Property Asset**,

Related Property Rights means, where used in relation to a particular property, asset (or class of assets) or right, the following

- (A) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein), and
- (B) all **Liens**, options, agreements, rights, powers, easements, benefits, claims, contracts, remedies, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right, and

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(C) all rights of any **Chargor** under any licence, **Occupational Lease** (meaning any lease, agreement for lease, licence, tenancy or other occupational arrangement of any **Real Property** granted or entered into by a **Chargor** or to which a **Chargor** is party as lessor, licensor or grantor from time to time for the occupation or use of such **Real Property** or any part of it by a third party) or agreement for lease, sale, licence or use in respect of such property or asset, and

(D) any moneys paid and proceeds paid or payable in respect of that property or asset,

Rental Income means the aggregate of all amounts now or at any time paid or payable to or for the benefit or account of any **Chargor** in connection with the letting, use or occupation of **Real Property** or any part thereof, including without limitation each of the following amounts so payable

- (D) 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,
- (E) 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,
- (F) any rent payable by virtue of a determination made by the Court under section 24(A) of the Landlord and Tenant Act 1954,
- (G) 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),
- (H) any other moneys payable in respect of occupation and/or usage of **Real Property** and every fixture and fitting therein and every fixture thereon for display or advertisement, on licence or otherwise,
- (I) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same,
- (J) 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 relevant **Chargor** from any party) in furtherance of such proceedings so taken or claim so made,
- (K) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon,
- (L) 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,
- (M) any sum payable by any guarantor of any occupational tenant under any **Lease Document**, and
- (N) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,

Restricted Subsidiaries means the **Subsidiaries** of each **Borrower** other than **Unrestricted Subsidiaries**. As of the **Effective Date**, all of the **Subsidiaries** of the **Borrowers** are deemed **Restricted Subsidiaries** and are as follows: **UK Borrower** (with respect to the **US Borrower**) **AnSCO**, Arena Holdings LLC, a Colorado limited liability company, AnSCO Management Limited, a company registered in England and Wales, Waterfront GP Limited, Waterfront Holdings LLC, a Colorado limited liability company, AEG Waterfront Number Three LLC, a Colorado limited liability company, AEG Waterfront Number Two LLC, a Colorado limited liability company, AEG Waterfront Number One LLC, a Colorado limited liability company, Waterfront LP, AnSCO

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Piazza Management Ltd, a company registered in England and Wales, AnSCO Finance 2, AnSCO Finance 3, and AnSCO Finance 4,

Secured Liabilities means all monies and all obligations and liabilities now or hereafter due, owing or incurred by the Company to the Collateral Agent (whether on its own account or for the Secured Parties) or any of the other Secured parties, under or pursuant to the Loan Documents in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present, future or contingent (and including any future advances), joint or several incurred as principal or surety, originally owing to a Secured Party or purchase (whether by assignment or otherwise) or acquired in any way by it, denominated in sterling or any other currency, or incurred on any current or other banking account or in any other manner whatsoever and interest on each amount demanded from the Company from the date of such demand until payment (after as well as before judgement) at the rate of two per cent per annum in excess of the interest rate otherwise payable under the Credit Agreement with respect to the applicable Loans (or in the case of any fees or other amounts, at the rate which is two percent per annum in excess of the interest rate otherwise payable under the Credit Agreement for Loans bearing interest at a rate determined by reference to the Base Rate) or otherwise at such rate determined in accordance with section 2 2(E) (Post-Default Interest) of the Credit Agreement or any other relevant provision of the Loan Documents save to the extent that payment or discharge of any monies, obligations, liabilities or interest shall be unlawful under any applicable law

Secured Parties means the **Agents**, **Lenders** and counterparties to **Hedge Agreements** permitted by the **Credit Agreement**,

Share Pledge means the English law share pledge executed and delivered by the **Borrowers** and the **Chargors** named therein in favour of the **Collateral Agent** for the benefit of the **Secured Parties** substantially in the form of Exhibit IX attached to the **Credit Agreement**, as may be amended, restated, amended and restated, supplemented or otherwise **Modified** from time to time in accordance with the terms thereof and within the **Credit Agreement**,

Sterling or **£** means the lawful money of the United Kingdom,

Subsidiary means, with respect to any **Person**, any corporation, partnership, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the **Person** or **Persons** (whether directors, managers, trustees or other **Persons** performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that **Person** or one of more of the other **Subsidiaries** of that **Person** or a combination thereof,

Subsidiary Guarantor means, individually, each **Restricted Subsidiary** other than the **UK Borrower**, and **Subsidiary Guarantors** means, collectively, all of the foregoing,

Subsidiary Guaranty means the subsidiary guaranty, substantially in the form of Exhibit XIII attached to the **Credit Agreement**, executed and delivered by each of the **Subsidiary Guarantors**, on the **Effective Date**, or executed and delivered by any additional **Subsidiary Guarantors** from time to time thereafter pursuant to section 5 11B of the Credit Agreement, as such **Subsidiary Guaranty** may hereafter be amended, restated, supplemented or otherwise **Modified** from time to time,

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

Tranche A Term Loans means the loan or loans that each **Lender** having a **Tranche A Term Loan Commitment** severally agrees to make to the **US Borrower** in **Dollars** on the **Effective Date**,

Tranche A Term Loan Commitment means the commitment of a **Lender** to make a **Tranche A Term Loan** to the **US Borrower** pursuant to section 2.1 of the **Credit Agreement**, in an aggregate principal amount not to exceed the amount set forth in the **Assignment Agreement** pursuant to which such **Lender** became a party hereto. The original aggregate amount of the **Tranche A Term Loan Commitments** is \$281,000,000 (including the commitment of any **Eligible Assignee** to participate with respect to a **Tranche A Term Loan** as part of the primary syndication,

Tranche B Term Loans means the loan or loans that each **Lender** having a **Tranche B Term Loan Commitment** severally agrees to make to the **UK Borrower** in **Sterling** on the **Effective Date**,

Tranche B Term Loan Commitment means the commitment of a **Lender** to make a **Tranche B Term Loan** to the **US Borrower** pursuant to section 2.1 of the **Credit Agreement**, in an aggregate principal amount not to exceed the amount set forth in the **Assignment Agreement** pursuant to which such **Lender** became a party hereto. The original aggregate amount of the **Tranche B Term Loan Commitments** is \$105,000,000 (including the commitment of any **Eligible Assignee** to participate with respect to a **Tranche B Term Loan** as part of the primary syndication,

Unrestricted Subsidiary means a **Subsidiary** of the **Borrowers** (other than the **UK Borrowers**) formed after the **Effective Date** and designated at any time as an **Unrestricted Subsidiary** by the **Borrowers** to the **Administrative Agent** in writing for the purpose of functioning as the **Permitted Subtenant**; provided, however, that no **Unrestricted Subsidiary** shall own, directly or indirectly, any portion of the **Collateral**. **Unrestricted Subsidiaries** shall not become guarantors of the **Loans**,

Waterfront LP means The Waterfront Limited Partnership, an English Limited Partnership organized under the laws of England and Wales