

MG01

Particulars of a mortgage or charge



223896113

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

THURSDAY



A23 *A7UD0XRC* 162
22/09/2011
COMPANIES HOUSE

1 Company details

Company number 0 6 0 8 7 7 4 5

Company name in full 224 KHS Developments Limited, acting in its capacity as general partner
of 224 Kensington High Street Limited Partnership (the "Pledgor")

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 m9 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 Share pledge dated 14 September 2011 made between the Pledgor in favour
of United Overseas Bank Limited, London Branch as security agent and
trustee for the Secured Parties including any successor appointed by the
Secured Parties pursuant to the Finance Documents (as such terms are
defined in the Continuation Pages to Section 6 of this Form MG01) (the
"Security Agent") (the "Share Pledge")

4 Amount secured

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

Amount secured The Secured Obligations (as defined in the
Continuation Pages to Section 6 of this Form MG01)

Subject to Clause 14 (Amendments) of the Share
Pledge, references to the Share Pledge or to any
other document (including any Finance Document)
include references to the Share Pledge or such
other document as varied, amended, restated or
supplemented in any manner from time to time, even
if changes are made to the composition of the
parties to the Share Pledge or such other document
or to the nature or amount of any facilities made
available under such other document

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	United Overseas Bank Limited, London Branch (as Security Agent)	
Address	19 Great Winchester Street	
	London	
Postcode	E C 2 N 2 B H	
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	<p>In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Share Pledge unless otherwise specified. References in this Form MG01 to the Share Pledge or to any other document (including any Finance Document) include references to the Share Pledge, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Chargor which protect and further define the charges created by the Share Pledge and which must be read as part of those charges.</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>By Clause 3 of the Share Pledge (<i>Pledge</i>)</p> <p>3 1 The Pledgor irrevocably and unconditionally granted a continuing first-ranking pledge over the Pledged Assets in favour of the Security Agent acting as security agent and trustee for the Secured Parties (the "Pledge")</p> <p>3 2 The Security Agent accepted and acknowledged the Pledge</p> <p>3 3 The Pledge is in addition, and without prejudice, to any other security the Security Agent may at the Pledge Date or thereafter hold in respect of the Secured Obligations</p>	

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

None

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X *Ugac Lovell International LLP* 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 F3/AW/EP/45645.00012

Company name
Hogan Lovells International
LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page
Particulars of a mortgage or charge

<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p>	
<p>Short particulars</p>	<p>Please give the short particulars of the property mortgaged or charged</p> <p style="text-align: right;">CONTINUATION PAGE 1</p> <p>3 4 For the avoidance of doubt, the Pledgor and the Security Agent agreed that nothing in the Share Pledge shall prevent a transfer of all or part of the Pledge created thereunder by operation of law upon the transfer or assignment, including by way of assumption, of all or part of the Secured Obligations.</p> <p style="text-align: center;">Covenants and restrictions contained in the Share Pledge</p> <p>By Clause 6 1 (<i>Voting Rights Attaching to Shares</i>) of the Share Pledge the Pledgor agreed</p> <p>6 1 1 the voting rights attaching to the Shares shall be allocated between the Pledgor and the Security Agent, in accordance with the following provisions</p> <p style="padding-left: 40px;">(a) until the occurrence of an Event of Default which is continuing, the voting rights at any ordinary or extraordinary shareholders' meetings of the Company shall belong to the Pledgor provided that the Pledgor will not exercise or refrain from exercising any such right, as the case may be, if, in each case in the Security Agent's opinion, such action (or inaction) could reasonably be expected to affect adversely in any material respect the value of any Shares or otherwise could reasonably be expected to have a Material Adverse Effect,</p> <p style="padding-left: 40px;">(b) upon the occurrence of an Event of Default which is continuing, and in derogation to what is provided for in Clause 6 1 1 (a) above, the Security Agent shall have the right to exercise the voting rights at the ordinary and extraordinary shareholders' meetings of the Company pursuant to the proxy attached as Schedule 2 to the Share Pledge,</p> <p>6 1 2 in exercising its powers and discretion in connection with the exercise of voting rights pertaining to the Shares in accordance with Clause 6 1 1 (b) above, the Security Agent shall have an absolute discretion to the extent necessary or useful for the purposes of ensuring the complete satisfaction of the Secured Obligations and for the purpose of protecting and/or enforcing its rights. The Pledgor thereby expressly acknowledged that the Security Agent shall be totally and unconditionally authorised to exercise the voting rights upon the occurrence of an Event of Default which is continuing, and</p> <p>6 1 4 that the provisions of Clause 6 1 (<i>Voting Rights Attaching to Shares</i>) of the Share Pledge shall be applicable <i>mutatis mutandis</i> to shareholders' decisions adopted by written resolution rather than shareholders' meetings</p> <p>By Clause 8 (<i>Undertakings of the Pledgor</i>) the Pledgor agreed</p> <p style="padding-left: 40px;">(a) to act in good faith to maintain and exercise its rights in the Company and not take or permit to be taken any action whereby the rights attached to the Shares are, directly or indirectly, altered or diluted, including without limitation, any amalgamation, merger or consolidation of the Company with any other person or the participation of the Company in any other type of corporate reconstruction or a voluntary dissolution or liquidation,</p>	

MG01 - continuation page

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

CONTINUATION PAGE 2

(b) not to take, or participate in

(1) any action which results or might result in the Pledgor's loss of ownership of all or part of the Pledged Assets,

(11) any other transaction which would have the same effect as a sale, transfer, encumbrance, or other disposal of the Pledged Assets,

(111) any action which would for any other reason be inconsistent with the security interest of the Security Agent created by the Share Pledge, or

(iv) any action which would defeat, impair or circumvent the rights of the Security Agent,

except, in each case, with the prior written consent of the Security Agent;

(d) not to encumber, permit to subsist, create, or agree to create any other security interest or third party right in or over the Pledged Assets (other than in accordance with the Share Pledge); and

(e) not to sell, transfer or grant or otherwise dispose of all or any part of its Shares either in a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) without the Security Agent's prior written consent

Definitions

"Company" means Finnigan Sarl a company incorporated under the laws of Luxembourg and registered with the Luxembourg trade and companies register under number B134127.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Facility Agent

"Event of Default" has the meaning given to such term in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement as applicable

"Facility Agent" has the meaning given to such term in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement as applicable

"Finance Documents" has the meaning given to the term "Finance Documents" in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement as applicable

MG01 - continuation page

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

CONTINUATION PAGE 3

"**Intercreditor Deed**" means the intercreditor deed entered into on or around the Pledge Date between, amongst others, the Pledgor, the other companies listed as Chargors therein and United Overseas Bank Limited, London Branch as Security Agent

"**Material Adverse Effect**" has the meaning given to such term in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement as appropriate

"**Mezzanine Facility Agreement**" means the facility agreement entered into on or around the Pledge Date between, amongst others, the Pledgor as borrower, the companies listed as Guarantors therein, Qatar Holding LLC and Competrol Germany GMBH as Original Lenders and Qatar National Bank SAQ, London Branch as Facility Agent and Security Agent

"**Mezzanine Finance Party**" has the meaning given to the term "Finance Party" in the Mezzanine Facility Agreement

"**Obligor**" means the Pledgor, the Company, and Chelsfield Developments (Kensington) Limited a company incorporated in England and Wales with registered number 07714944

"**Pledged Assets**" means the Shares and the Related Assets and includes all rights, benefits and sums now or in the future accruing to the Pledgor in connection with the Shares and the Related Assets

"**Pledge**" has the meaning given to it in Clause 3 of the Share Pledge (as above)

"**Pledge Date**" means 14 September 2011

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property (as such term is defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement as applicable)

"**Related Assets**" means all future and undistributed dividends, and all interests and other monies remaining payable to the Pledgor in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise)

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to all or any of the Secured Parties under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses properly incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under any Finance Document, and

MG01 - continuation page
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

CONTINUATION PAGE 4

(b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Documents or the obligations and liabilities imposed under such documents

"Secured Parties" means each Senior Finance Party, each Mezzanine Finance Party and any Receiver or Delegate

"Senior Facilities Agreement" means the facilities agreement entered into on or around the Pledge Date between, amongst others, the Pledgor as borrower, the companies listed as Guarantors therein, United Overseas Bank Limited, London Branch and The Bank of East Asia, London Branch as Arrangers and Original Lenders and United Overseas Bank Limited, London Branch as Security Agent and Facility Agent

"Senior Finance Party" has the meaning given to the term "Finance Party" in the Senior Facilities Agreement

"Shares" means the one hundred (100) registered ordinary shares in issue by the Company, fully paid-up and representing together one hundred percent (100 %) of the shares in issue by the Company at the date of this Agreement, as well as any and all additional shares that the Company may issue and the Pledgor may acquire in the future



FILE COPY

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

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

**COMPANY NO. 6087745
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE DATED 14
SEPTEMBER 2011 AND CREATED BY 224 KHS DEVELOPMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO ALL OR ANY OF THE SECURED
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
22 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES