

M

COMPANIES FORM No 395

120332/13.

Particulars of a mortgage or charge

395

CHFP000

Please do not write
in this marginPlease complete
legibly, preferably
in black type or
bold block lettering*insert full name of
companyA fee of £13 is payable to Companies House in respect of each
register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

06138538

Name of Company

Hawkstone Bidco Limited (the "Chargor")

Date of creation of the charge

25 May 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

A debenture dated 25 May 2007 (the "Security Document") between, amongst others, the Chargor and The Governor and Company of the Bank of Scotland (the "Security Agent", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland, 155 Bishopsgate, London

Postcode

EC2M 3YB

Presentor's name address and
reference (if any) so returnLinklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7456 5091

Ref B Williams

Time critical reference

For official Use
Mortgage Section

Post room

WEDNESDAY



LD4

30/05/2007
COMPANIES HOUSE

371

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Signed *Linklaters LLP*

Date 29 May 2007

On behalf of chargee

Note

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is -

[†] Delete as appropriate

Name of Company

Hawkstone Bidco Limited

Company Number

06138538

Amount secured by the mortgage or charge

The "Indebtedness", which is defined in the Security Document as meaning all money or liabilities due, owing or incurred to any Finance Party by any Obligor under any Finance Document at present or in the future, in any manner 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 including all liabilities in connection with any notes, bills or other instruments accepted by any Finance Party for or at the request of any Obligor and all losses incurred by any Finance Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of Section 151 of the Companies Act 1985

Short particulars of all the property mortgaged or charged

1 FIXED CHARGES

1.1 Fixed Security over Real Property

The Chargor, with full title guarantee and as continuing security for the payment, discharge and performance of the Indebtedness (whether of that or any other Chargor (as defined in the Security Document)) at any time owed or due to the Secured Parties (or any of them), charged in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties)

- (a) by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) of the Security Document), and
- (b) by way of first fixed equitable charge (to the extent the same is not the subject of an effective legal mortgage under paragraph (a) above) all other present and future Real Property now or hereafter belonging to it

1.2 Fixed Security over Specific Assets

The Chargor as continuing security for the payment, discharge and performance of the Indebtedness (whether of that or any other Chargor (as defined in the Security Document)) at any time owed or due to the Secured Parties (or any of them), charged in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties) by way of first fixed charge all its present and future

- (a) Book Debts,
- (b) Fixed Charge Accounts,
- (c) Investments (including the shares described in Schedule 4 (*Investments*) of the Security Document),
- (d) uncalled capital and goodwill,
- (e) Intellectual Property,
- (f) beneficial interest in any pension fund,
- (g) plant and machinery (except that mortgaged or charged by clause 3.1 (*Fixed security over Real Property*) of the Security Document),
- (h) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits,
- (i) benefit of all Authorisations (as defined in the Facility Agreement) held in connection with its business or the use of any Charged Asset and the right to recover and receive all compensation in respect of the same, and
- (j) benefit of any Hedging Agreements (as defined in the Facility Agreement) to which it is party, including all moneys payable to the Chargor under any Hedging Agreements to which it is a party

Short particulars of all the property mortgaged or charged**1.3 Intellectual Property Rights Restricting Charging**

- (a) There shall be excluded from the Charges created by clause 3.2 (*Fixed Security over Specific Assets*) of the Security Document and from the operation of clause 6 (*Restrictions and Further Assurance*) of the Security Document any Intellectual Property in which the Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that Intellectual Property (each an **"Excluded Intellectual Property Right"**) until the relevant condition or waiver has been satisfied or obtained
- (b) For each Excluded Intellectual Property Right, the Chargor undertook to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of the Security Document (or, as relevant, within 14 days of accession to the Security Document) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging (for this purpose a **"Relevant Intellectual Property Right"**), to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations

Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property Right shall stand charged to the Security Agent under clause 3.2 (*Fixed security over specific assets*) of the Security Document. 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 in such form as the Security Agent shall reasonably require

2 FLOATING CHARGE**2.1 Creation**

The Chargor, with full title guarantee and as security for the payment of all Indebtedness (whether of that or any other Chargor (as defined in the Security Agreement)), charged in favour of the Security Agent (for itself and as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by clause 3 (*Fixed Charges*) of the Security Document) or assigned by clause 5 (*Assignment*) of the Security Document

2.2 Qualifying Floating Charge

- (a) The floating Charge created by the Chargor pursuant to clause 4.1 (*Creation*) of the Security Document is a Qualifying Floating Charge
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Security Document and the Security Agent may appoint an Administrator of any Chargor (as defined in the Security Agreement) pursuant to that paragraph

2.3 Ranking

The floating Charge created by the Chargor ranks

- (a) behind all the legal mortgages and fixed Charges created by the Chargor, but

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- (b) in priority to any other Security Interest over the Charged Assets of the Chargor except for Security Interest ranking in priority in accordance with Schedule 2 (*Rights of Receivers*) of the Security Document

2.4 Conversion by Notice

Subject to clause 4 6 (*Insolvency Act 2000, void provisions*) of the Security Document, the Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it reasonably considers those Charged Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, and/or
- (b) while a Declared Default is continuing

2.5 Automatic Conversion

Subject to Clause 4 6 (*Insolvency Act 2000, void provisions*) of the Security Document, if

- (a) the Chargor takes any step to create any Security Interest (other than a Permitted Debenture Transaction) over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress, diligence or execution against any of those Charged Assets,
- (c) the holder of any other Security whether ranking in priority to or pari passu with or after the Charges contained in this deed appoints an Administrator, an administrative receiver, receiver, manager or receiver and manager in respect of the Chargor,

the floating Charge over the relevant Charged Assets shall automatically and immediately (without any notice) be converted into a fixed Charge

2.6 Insolvency Act 2000, Void Provisions

No floating Charge granted by the Chargor pursuant to clause 4 1 (*Creation*) of the Security Document shall, either by notice given by the Security Agent under clause 4 4 (*Conversion by Notice*) or automatically under clause 4 5 (*Automatic Conversion*), be converted into fixed charges over any Charged Assets or otherwise crystallise solely as a result of

- (a) the obtaining of a moratorium by the Chargor, or
- (b) anything done by the Chargor with a view to obtaining a moratorium,

in each case under section 1A of and schedule A1 to the Insolvency Act

3 ASSIGNMENT

The Chargor, with full title guarantee, assigned absolutely to the Security Agent (as trustee for the Secured Parties) all its present and future right, title and interest in and to the Assigned Contracts, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of

Name of Company

Hawkstone Bidco Limited

Company Number

06138538

Short particulars of all the property mortgaged or charged

receivable or received by the Chargor, under or in connection with pursuant to the Assigned Contracts provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Chargor re-assign the relevant rights, title and interest in the Assigned Contracts to the Chargor (or as it shall direct)

4 FURTHER ASSURANCE

The Chargor shall, subject to the terms of this deed, promptly do whatever the Security Agent requires (acting reasonably)

- (a) to perfect or protect the Charges or the priority of the Charges (including, without limitation, the creation or perfection of any Security Interest over any of its assets (whether a Charged Asset or not) in any other relevant jurisdiction),
- (b) to facilitate the realisation of the Charged Assets at any time after a Declared Default or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment, standard security, assignation, pledge or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

Any security document required to be executed by a Chargor pursuant to this clause will contain clauses corresponding to the provisions set out in this deed

Name of Company
Hawkstone Bidco Limited

Company Number
06138538

Short particulars of all the property mortgaged or charged

Annex

Definitions

"Accounts" means the Fixed Charge Accounts and the Bank Accounts,

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986,

"Assigned Contracts" means the contracts and documents listed in Schedule 5 (*Assigned Contracts*) to the Security Document,

"Bank Accounts" means all current, deposit or other accounts with any bank or financial institution other than the Fixed Charge Accounts in which a Chargor now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts,

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security Interests, guarantees and indemnities of any kind,

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets,

"Charges" means all or any of the Security Interests created or expressed to be created by or pursuant to this deed,

"Chargor" means the Original Chargors or an Additional Chargor,

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 18.2 (*Cancellation and Repayment*) of the Facility Agreement,

"Facility Agreement" means the facility agreement dated on or about the date of this agreement between, amongst others, (1) Troy Management Services Limited, Troy Management Services (George) Limited, Troy Management Services (Leeds Metropole) Limited, Troy Management Services (Selsdon Park) Limited, Troy Management Services (Russell) Limited, Troy Management Services (Royal York) Limited, Troy Management Services (Manchester Palace) Limited, Venice Hadrian 4 Limited, Venice Antler 4 Limited and Venice Owl Limited as Original Borrowers, (2) The Governor and Company of the Bank of Scotland as Arranger, Facility Agent, Security Agent, (3) HBOS Treasury Services PLC as Hedging Lender and (4) certain Financial Institutions as Lenders

"Finance Documents" means the Finance Documents as defined in the Facility Agreement

"Fixed Charge Accounts" means each of the Deposit Account and all balances now or in the future standing to the credit of or accrued or accruing on those accounts,

"Head Office" means any leasehold or other interest in the head office premises of the Obligors or Opco Obligor (as defined in the Facility Agreement) from time to time,

"Insolvency Act" means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002,

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"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest,

"Intellectual Property" of a Chargor means

- (a) all patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and any other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of the Chargor

"Investments" of a Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest, but excluding any shares held by a Chargor in Spareco,

"Obligors" means each Parent, each Guarantor and each Borrower (each such term as defined in the Facility Agreement)

"Party" means a party to the Security Document,

"Permitted Debenture Transaction" means any transaction, arrangement, agreement, investment, security, disposal, acquisition or payment, as permitted by the Facility Agreement or any other Finance Document,

"Qualifying Floating Charge" means a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act,

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) other than the Head Office,

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver, and

"Secured Parties" means the Finance Parties

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 06138538

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 25th MAY 2007 AND CREATED BY HAWKSTONE BIDCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JUNE 2007



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES