

MG01

Particulars of a mortgage or charge

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LASERFORM

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

FRIDAY



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#149

COMPANIES HOUSE

1

Company details

Company number

0 6 1 3 8 5 3 8

Company name in full

Hawkstone Bidco Limited

(the **Chargor**)

4

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

d2 d7 m0 m2 y2 y0 y1 y3

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

English law deed of accession dated 27 February 2013 between, among
others, the Chargor and Citicorp Trustee Company Limited (the **Security
Agent**) as agent and trustee for the Secured Parties (as defined below)
(the **Deed of Accession**) acceding to a security agreement between Rome
Investco Ltd and the Security Agent dated 27 February 2013 (the **Deed**)

4

Amount secured

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

Amount secured

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 (as defined below) to
any Secured Party (as defined below) under any
Finance Document (as defined below) (the **Secured
Liabilities**)

Continuation page

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

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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	Citicorp Trustee Company Limited	
Address	Citigroup Centre, Canada Square	
	Canary Wharf, London	
Postcode	E 1 4 5 L B	
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	Please see continuation pages	

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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 Allen & Avery LLP 28/02/2013 X

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

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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 James Godfrey (0012230-0005122)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 2588



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

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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>1.1 General</p> <p>(a) All the Security created under the Deed</p> <p>(i) is created in favour of the Security Agent,</p> <p>(ii) is created over present and future assets of the Chargor,</p> <p>(iii) is security for the payment, discharge and performance of all the Secured Liabilities; and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and in respect of any Secured Asset situated in Scotland or governed by Scots law, with absolute warrandice (subject to any occupational lease granted in respect of the relevant Security Asset)</p> <p>(b) All the security created under the Deed of Accession</p> <p>(i) is created in favour of the Security Agent,</p> <p>(ii) is security for the payment, discharge and performance of all the Secured Liabilities, and</p> <p>(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(c) The Security Agent holds the benefit of the Deed and the Deed of Accession on trust for the Secured Parties</p> <p>(d) The fact that no or incomplete details of any Security Asset are inserted in schedule 2 (Security Assets) of the Deed or in the schedule to the Deed of Accession by which the Chargor became party to the Deed does not affect the validity or enforceability of the Security</p> <p>1.2 Land</p> <p>(a) The Chargor charges</p> <p>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, this includes any specified in part 1 of schedule 2 (Security Assets) of the Deed opposite its name or in part 1 of the schedule to the Deed of Accession by which it became party to the Deed, and</p>	

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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

(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property

(b) A reference in the Deed to any freehold or leasehold property includes.

(i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the relevant Chargor, and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable in respect of those covenants.

1.3 Investments

(a) The Chargor charges by way of a first fixed charge

(i) all shares in any member of the Group owned by it or held by any nominee on its behalf, this includes any specified in part 2 of schedule 2 (Security Assets) of the Deed opposite its name or in part 2 of the schedule to the Deed of Accession by which it became party to the Deed, and

(ii) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf

(b) A reference in the Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:

(i) any dividend, interest or other distribution paid or payable,

(ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

(iii) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>1.4 Plant and machinery</p> <p>The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant and machinery in its possession.</p> <p>1.5 Credit balances</p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by clause 19 (Bank Accounts) of the Facility Agreement) it has with any person and the debt represented by that account.</p> <p>1.6 Insurances</p> <p>(a) Subject to clause 25 8 (Insurances) of the Facility Agreement, the Chargor assigns absolutely, subject to a proviso for reassignment on redemption</p> <p>(i) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest, and</p> <p>(ii) all amounts payable to it and all amounts paid to it under or in respect of such contracts of insurance</p> <p>(b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above</p> <p>1.7 Hedging</p> <p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreement.</p> <p>1.8 Other contracts</p> <p>(a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights</p> <p>(i) under its Relevant Contracts,</p> <p>(ii) under each Lease Document,</p> <p>(iii) in respect of all Rental Income,</p> <p>(iv) under any guarantee of Rental Income contained or relating to any Lease Document,</p> <p>(v) under any letter of credit issued in its favour, and</p>	

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Short particulars	<p>(vi) under any bill of exchange or other negotiable instrument held by it</p> <p>(b) To the extent that they do not fall within any other subclause of this clause 1.8 (Other contracts) and are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party</p> <p>1.9 Intellectual property</p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property, this includes any specified in part 4 of schedule 2 (Security Assets) of the Deed opposite its name or in part 4 of the schedule to the Deed of Accession by which it became party to the Deed</p> <p>1.10 Miscellaneous</p> <p>The Chargor charges by way of a first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,</p> <p>(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p> <p>1.11 Floating charge</p> <p>(a) The Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed but including within the floating charge all of the property and assets of the Chargor situated in Scotland or governed by Scots law</p> <p>(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) an Event of Default is continuing,</p>	

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Please give the short particulars of the property mortgaged or charged.

Short particulars

- (i) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy; or
- (ii) the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of clause 4 (Restrictions on dealing) of the Deed
- (c) The floating charge created under the Deed may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A to the Insolvency Act 1986
- (d) The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets
 - (i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, or
 - (ii) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up)
- (e) The floating charge created under the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under the Deed or any other Finance Document

2. RESTRICTIONS ON DEALINGS

The Chargor must not

- (a) create or allow to exist any Security on any of its assets, or

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,</p> <p>unless permitted under the Facility Agreement</p> <p>3. FURTHER ASSURANCES</p> <p>The Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for</p> <p>(a) creating, perfecting or protecting any security intended to be created by or pursuant to the Deed,</p> <p>(b) facilitating the realisation of any Security Asset,</p> <p>(c) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset, or</p> <p>(d) creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by the Deed) over any assets of the Chargor located in any jurisdiction outside England and Wales</p> <p>This includes</p> <p>(i) the re-execution of the Deed,</p> <p>(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; and</p> <p>(iii) the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Security Agent may think expedient</p> <p>4. DEFINITIONS</p> <p>Accession Deed means a document substantially in the form set out in schedule 7 (Form of Accession Deed) of the Facility Agreement.</p> <p>Account means the Capex Reserve Account, the Debt Service Reserve Account, the Deposit Account, the Group Collection Account, the General Account, the Holding Account, the Mandatory Prepayment Account and an Operating Account</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Additional Borrower means a company which becomes an Additional Borrower in accordance with clause 29 (Changes to the Obligors) of the Facility Agreement</p> <p>Additional Guarantor means a company which becomes an Additional Guarantor in accordance with clause 29 (Changes to the Obligors) of the Facility Agreement.</p> <p>Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company Notwithstanding the foregoing in relation to The Royal Bank of Scotland plc, the term "Affiliate" shall not include (1) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (11) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries or subsidiary undertakings</p> <p>Agent means Citibank International plc as facility agent for the other Finance Parties under the Facility Agreement</p> <p>Agreement for Lease means an agreement or other contract to grant an Occupational Lease of all or part of a Property</p> <p>Arranger means Citigroup Global Markets Limited</p> <p>Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 29 (Changes to the Obligors) of the Facility Agreement.</p> <p>Capex Reserve Account means the account designated as such under clause 19.1 (Designation of Accounts) of the Facility Agreement and includes any replacement of that Account</p> <p>Compliance Certificate means a certificate substantially in the form set out in schedule 9 (Form of Compliance Certificate) of the Facility Agreement</p> <p>Commitment means.</p> <ul style="list-style-type: none"> (a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in part 2 of schedule 1 (The Original Parties and Properties) of the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement, and (b) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement, <p>to the extent not cancelled, reduced or transferred by it under the Facility Agreement</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Debt Service Reserve Account means the account designated as such under clause 19 1 (Designation of Accounts) of the Facility Agreement and includes any replacement of that Account</p> <p>Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>Deposit Account means the account designated as such under clause 19 1 (Designation of Accounts) of the Facility Agreement and includes any replacement of that Account</p> <p>Event of Default means any event or circumstance specified as such in clause 26 (Events of Default) of the Facility Agreement</p> <p>Facility Agreement means the facility agreement dated 22 February 2013 between, amongst others, the Original Borrower, the Agent and the Security Agent</p> <p>Fee Letter means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Original Borrower (or the Agent and the Original Borrower or the Security Agent and the Original Borrower) setting out any of the fees referred to in clause 13 (Fees) of the Facility Agreement</p> <p>Finance Document means the Facility Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Original Borrower</p> <p>Finance Party means the Agent, the Arranger, the Security Agent or a Lender</p> <p>General Account means the account designated as such under clause 19 1 (Designation of Accounts) of the Facility Agreement and includes any replacement of that Account</p> <p>Group means the Original Borrower, the Target and each of their respective Subsidiaries for the time being.</p> <p>Group Collection Account means the account designated as such under clause 19 1 (Designation of Accounts) of the Facility Agreement and includes any replacement of that Account</p> <p>Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 29 (Changes to the Obligors)</p> <p>Hedging Agreement means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Original Borrower and a Hedge Counterparty for the purpose of hedging interest payable under the Facility Agreement</p> <p>Hedge Counterparty means</p>	

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(a) Citibank International plc (or any of its Affiliates), Barclays Bank PLC or The Royal Bank of Scotland plc, or</p> <p>(b) any entity with a Requisite Rating acceptable to the Lenders</p> <p>Holding Account means the account designated as such under clause 19.1 (Designation of Accounts) of the Facility Agreement and includes any replacement of that Account</p> <p>Holding Company means, in relation to a person, any other person in respect of which it is a Subsidiary</p> <p>Intercreditor Agreement means the intercreditor agreement dated on or about the date of the Deed and made between (amongst others) the Parent, the Security Agent and the Agent</p> <p>Intellectual Property means:</p> <p>(a) any patents, trade marks, service marks, 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 now or in the future subsist), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)</p> <p>Lease Document means</p> <p>(a) an Agreement for Lease,</p> <p>(b) an Occupational Lease, or</p> <p>(c) any other document designated as such by the Agent and the Original Borrower</p> <p>Lender means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 27 (Changes to the Lenders) 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.</p>	

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Short particulars	<p>Mandatory Prepayment Account means the account designated as such under clause 19.1 (Designation of Accounts) of the Facility Agreement and includes any replacement of that Account.</p> <p>Majority Lenders means a Lender or Lenders whose Commitments aggregate more than 68.75% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 68.75% of the Total Commitments immediately prior to that reduction)</p> <p>Obligor means a Borrower or a Guarantor</p> <p>Occupational Lease means any lease or licence or other right of occupation to receive rent to which a Property may at any time be subject</p> <p>Operating Account means an account designated as such under clause 19.1 (Designation of Accounts) of the Facility Agreement and includes any replacement of that Account</p> <p>Original Borrower means Rome Investco Ltd (registered number 08374006) with its registered office at 4th Floor, 2 Harewood Place, London W1S 1BX</p> <p>Original Lender means Citibank N.A., London Branch</p> <p>Original Guarantor means Rome Investco Ltd (registered number 08374006) with its registered office at 4th Floor, 2 Harewood Place, London W1S 1BX</p> <p>Parent means Rome Holdco Ltd (registered number 08373863) with its registered office at 4th Floor, 2 Harewood Place, London W1S 1BX</p> <p>Party means a party to the Facility Agreement</p> <p>Properties means each of the properties listed in part 1 of schedule 1 (The Original Parties and Properties) of the Facility Agreement as described in a Transaction Security Document and any other Real Property acquired by an Obligor after the date of the Facility Agreement. A reference to a Property is a reference to any of the Properties</p> <p>Real Property means:</p> <ul style="list-style-type: none"> (a) any freehold, leasehold, heritable 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 <p>Receiver means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Deed</p> <p>Relevant Contract means in relation to the Chargor any agreement specified in part 3 of schedule 2 (Security Assets) of the Deed opposite its name or in part 3 of the schedule to any Deed of Accession by which it became party to the Deed</p>	

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Short particulars	<p>Rental Income means all sums paid to or for the benefit of an Obligor arising from any Occupational Lease, including (without limitation and without double counting)</p> <ul style="list-style-type: none"> (a) rents, licence fees and equivalent sums reserved or made payable, (b) sums received or receivable from any deposit held as security for performance of any tenant's obligations, (c) proceeds of insurance in respect of loss of rent or interest on rent, (d) any service charge proceeds, (e) payments made in respect of a breach of covenant or dilapidations under any Lease Document in relation to a Property and for expenses incurred in relation to any such breach; (f) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease, (g) any contribution by a tenant of a Property to ground rent due under any Lease Document out of which an Obligor derives its interest in that Property; (h) interest, damages or compensation in respect of any of the items in the definition, (i) any payment from a guarantor or other surety in respect of any of the items listed in this definition, and (j) any amount in respect of or which represents VAT <p>Requisite Rating means a rating of long or short term (as appropriate) unsecured debt instruments in issue by a person (which are neither subordinated nor guaranteed) or a financial strength rating of a person (as appropriate) which meet the following requirements</p> <ul style="list-style-type: none"> (a) in relation to a bank or financial institution at which an Account is held, long term instruments which have at least two of the following ratings at least A- or better by Fitch, Baa2 or better by Moody's and/or BBB+ or better by S&P, (b) in relation to any insurance company or underwriter, long term instruments which have at least two of the following ratings at least A- or better by Fitch, Baa2 or better by Moody's and/or BBB+ or better by S&P; (c) in relation to any Hedge Counterparty, long term instruments which have at least two of the following ratings at least A- or better by Fitch, Baa2 or better by Moody's and/or BBB+ or better by S&P, or

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Short particulars

- (d) if no bank or financial institution which commonly provides such services in the United Kingdom, insurance company or underwriter or Hedge Counterparty has a rating as specified in paragraphs (a)-(c) above (as applicable), a bank or financial institution which commonly provides such services in the United Kingdom, insurance company or underwriter or Hedge Counterparty which has the highest available rating in the United Kingdom market or as approved by the Majority Lenders

Resignation Letter means a letter substantially in the form set out in schedule 8 (Form of Resignation Letter) of the Facility Agreement

Secured Assets means all assets of the Chargor the subject of the Security

Secured Parties means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate

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

Security Asset means all assets of the Chargor the subject of the Security

Subsidiary means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

Target means Venice Newco 1 Limited, a company incorporated under the laws of England and Wales with registered number 5839399

Total Commitments means the aggregate of the Commitments of all of the Lenders, being £200,000,000 at the date of the Facility Agreement.

Transaction Security Documents means each of the documents listed as being a Transaction Security Document in paragraph 4(d) of part 2 of schedule 2 (Conditions precedent) of the Facility Agreement and any document required to be delivered to the Agent under paragraph 14 of part 3 and part 4 of schedule 2 (Conditions precedent) of 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

Utilisation Request means a notice substantially in the relevant form set out in schedule 3 (Requests and Notices) of the Facility Agreement

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

VAT means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112), and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6138538
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW DEED OF
ACCESSION DATED 27 FEBRUARY 2013 AND CREATED BY
HAWKSTONE BIDCO LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH OBLIGOR 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 1 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MARCH 2013

