

MG01

Particulars of a mortgage or charge

150459/78



iris
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 re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY



A33 *ADTA9P7V* 93
18/11/2010
COMPANIES HOUSE

FOR OFFICIAL USE

1

Company details

| | | | | | | | | |
|----------------------|---|---|---|---|---|---|---|--|
| Company number | 6 | 4 | 4 | 8 | 1 | 8 | 5 | |
| Company name in full | HOST EUROPE CORPORATION LIMITED (The "Chargor") | | | | | | | |

→ **Filing 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 | d1 | m1 | m1 | y2 | y0 | y1 | y0 |
|------------------|----|----|----|----|----|----|----|----|

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 ACCESSION DEED to a debenture dated 14 September 2010 (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 alone or in any other
capacity whatsoever) of each present or future
member of the Group to the Security Agent and/or
the other Secured Parties (or any of them) under or
pursuant to any Finance Document (including all
monies covenanted to be paid under the Debenture
and/or the Deed) ("Secured Obligations")

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

LLOYDS TSB BANK PLC (the "Security Agent")

Address

10 Gresham Street

London

Postcode

E C 2 V 7 A E

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1 ACCESSION OF THE ACCEDING COMPANY**(a) Accession**

The Chargor:

(1) unconditionally and irrevocably undertook to and agreed with the Security Agent to observe and be bound by the Debenture, and

(11) created and granted at 11 November 2010 the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (Accession) of the Deed, the Chargor (jointly and severally with the other Chargors and each other Acceding Company), covenanted in the terms set out in clause 2 (Covenant to Pay) of the Debenture

continued on the continuation page

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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

N/A

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 866).

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 870). 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 DLA PIPER UK LLP 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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



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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| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|---|
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| Short particulars | <p>(c) Charge and assignment</p> <p>Without prejudice to the generality of clause 2(a) (Accession) of the Deed, the Chargor with full title guarantee, charged and assigned (and agreed to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (Grant of Security), 4 (Fixed Security) and 5 (Floating charge) of the Debenture including (without limiting the generality of the foregoing)</p> <p>(1) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Chargor (including, without limitation, the property specified against its name in part 1 of the schedule hereto (Details of Security Assets owned by Acceding Company) (if any)),</p> <p>(11) by way of first fixed charge</p> <p>(A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of the schedule hereto (Details of Security Assets owned by Acceding Company) (if any)), together with</p> <p>(B) all Related Rights from time to time accruing to them,</p> <p>(111) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of the schedule hereto (Details of Security Assets owned by Acceding Company) and all monies at any time standing to the credit of such accounts,</p> <p>(iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of the schedule hereto (Details of Security Assets owned by Acceding Company) (if any));</p> <p>(v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of the schedule hereto (Details of Security Assets owned by Acceding Company) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and</p> <p>(vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of the schedule hereto (Details of Security Assets owned by Acceding Company) (if any)), all claims under the Insurances and all proceeds of the Insurances.</p> <p>(d) Representations</p> <p>The Chargor made the representations and warranties required pursuant to clause 10 5(a)(111) to the Debenture as well as those set out in clause 2 (d) of the Deed</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>(1) The Charged Securities listed in part 2 of the schedule hereto (Details of Security Assets owned by the Acceding Companies) constitute the entire share capital owned by the Chargor in the relevant company and constitute the entire share capital of each such company, and</p> <p>(11) In relation to the Real Property, part 1 of the schedule hereto (Details of Security Assets owned by the Acceding Companies) identifies all freehold and leasehold Real Property which is beneficially owned by the Chargor at 11 November 2010</p> <p>(e) Consent</p> <p>Pursuant to clause 23.3 (Accession Deed) of the Debenture, the Parent (as agent for itself and the existing Chargors)</p> <p>(1) consented to the accession of the Chargor to the Debenture on the terms of the Deed; and</p> <p>(11) agreed that the Debenture shall, after 11 November 2010, be read and construed as if the Chargor had been named in the Debenture as a Chargor</p> <p>2. CONSTRUCTION OF DEBENTURE</p> <p>The Deed shall be read as one with the Debenture so that all references in the Debenture to "this Deed" and similar expressions shall include references to the Deed</p> <p>3 GRANT OF SECURITY</p> <p>3.1 Nature of security</p> <p>All Security and dispositions created or made by or pursuant to the Debenture are created or made.</p> <p>(a) in favour of the Security Agent,</p> <p>(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</p> <p>(c) as continuing security for payment of the Secured Obligations</p> <p>3.2 Qualifying floating charge</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).</p> |

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Short particulars

4 FIXED SECURITY

4 1 Fixed charges

The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

(a) by way of first legal mortgage

(1) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets); and

(11) all other Material Premises (if any) at 11 November 2010 vested in, or charged to, the Chargor (not charged by clause 4.1(a)(1) of the Debenture),

(b) by way of first fixed charge:

(1) all other Material Premises and all interests in Real Property (not charged by clause 4.1(a) of the Debenture),

(11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and

(111) the proceeds of sale of all Material Premises,

(c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4 1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,

(d) by way of first fixed charge

(1) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture), and

(11) the benefit of all contracts, licences and warranties relating to the same,

(e) by way of first fixed charge:

(1) the Charged Securities (if any) referred to in part 2 of the schedule hereto (Details of Security Assets); and

(11) all other Charged Securities (not charged by clause 4.1(e)(1) of the Debenture),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>(f) by way of first fixed charge:</p> <p>(1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;</p> <p>(11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and</p> <p>(111) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(1) or 4.1(f)(11) of the Debenture) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;</p> <p>(g) by way of first fixed charge:</p> <p>(1) the Material Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets); and</p> <p>(11) all other Material Intellectual Property (if any) (not charged by clause 4.1(g)(1) of the Debenture);</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (Security assignments) of the Debenture, by way of first fixed charge such Assigned Asset,</p> <p>(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture).</p> <p>(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>(11) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p> <p>4.2 Security assignments</p> <p>The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p> <p>(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,</p> <p>(b) each of the following</p> | |

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(1) all Insurances (if any) specified in part 6 of the schedule hereto (Details of Security Assets); and

(11) all other Insurances (not assigned by clause 4.2(b)(1) of the Debenture),

and all claims under the Insurances and all proceeds of the Insurances, and

(c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b) of the Debenture)

To the extent that any Assigned Asset described in clause 4.2(b) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances

4.3 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Debenture

4.4 Stockley Park Account

Notwithstanding any other provision of the Debenture, the Stockley Park Account shall be excluded from the Transaction Security created under the Debenture

5 FLOATING CHARGE

The Chargor charged and agreed to charge by way of first floating charge all of its present and future.

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of the Debenture, and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if

(a) a Declared Default has occurred and is continuing, or

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| Short particulars | Please give the short particulars of the property mortgaged or charged |
| | <p>(b) the Security Agent reasonably considers any Security 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</p> <p>6 2 Small companies</p> <p>The floating charge created under the Debenture by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.</p> <p>6 3 Automatic conversion</p> <p>The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if</p> <p>(i) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent; or</p> <p>(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</p> <p>(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)</p> <p>6 4 Scottish property</p> <p>Clause 6 3 (Automatic conversion) of the Debenture will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion</p> <p>6 5 Partial conversion</p> <p>The giving of a notice by the Security Agent pursuant to clause 6 1 (Conversion by notice) of the Debenture in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties</p> |

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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>7. CONTINUING SECURITY</p> <p>7 1 Continuing security</p> <p>The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p>7 2 Additional and separate security</p> <p>The Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation</p> <p>7.3 Right to enforce</p> <p>The Debenture may be enforced against each or any Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.</p> <p>8 LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS</p> <p>Notwithstanding anything contained in the Debenture or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation</p> <p>9 UNDERTAKINGS BY THE CHARGORS</p> <p>9 1 Negative pledge and Disposals</p> <p>The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent</p> <p>(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Debenture and except for a Permitted Security or a Permitted Transaction as permitted by the Senior Facilities Agreement, or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction as permitted by the Senior Facilities Agreement</p> | |

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Particulars of a mortgage or charge

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| Short particulars | Please give the short particulars of the property mortgaged or charged | |
| | <p>9 2 Security Assets generally</p> <p>The Chargor shall not, except with the prior written consent of the Security Agent enter into any onerous or materially restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement).</p> <p>9 3 Dealings with and realisation of Receivables and Collection Accounts</p> <p>The Chargor shall.</p> <p>(a) without prejudice to clause 11.1 (Negative pledge and Disposals) of the Debenture (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent or unless permitted by the Senior Facilities Agreement, sell, assign, charge, factor or discount or in any other manner deal with any Receivable except in the ordinary course of business,</p> <p>(b) not do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise materially prejudice the value or marketability of any Security Asset (or make any omission which has such an effect) except as permitted by the Senior Facilities Agreement</p> <p>10. ENFORCEMENT OF SECURITY</p> <p>10 1 No liability</p> <p>(a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct whether relating to a breach of its obligations under the Finance Documents or otherwise)</p> <p>(b) Without prejudice to the generality of clause 14 6(a) of the Debenture, neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable</p> | |

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| Short particulars | <p>11. SET-OFF</p> <p>11.1 Set-off rights</p> <p>(a) Following an Event of Default which is continuing, the Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation</p> <p>(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18 1(a) of the Debenture), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation</p> <p>(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off</p> <p>(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation</p> <p>11 2 Time deposits</p> <p>Without prejudice to clause 18 1 (Set-off) of the Deed, if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:</p> <p>(a) this Debenture Security has become enforceable; and</p> <p>(b) no Secured Obligation is due and payable,</p> <p>such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing</p> | |

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12. FURTHER ASSURANCES

12.1 Further action

Subject to the Agreed Security Principles the Chargor shall (and the Parent shall procure that the Chargor shall) at its own expense, promptly do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for.

(a) creating, perfecting or protecting the Security intended to be created by the Deed;

(b) facilitating the realisation of any Security Asset;

(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or

(d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed

This includes

(1) the re-execution of the Deed;

(11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and

(111) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

12 2 Finance Documents

The Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents

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12 3 Specific security

Without prejudice to the generality of clause 20 1 (Further action) of the Debenture, the Chargor will promptly upon reasonable request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Deed).

13 POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action following a Declared Default which the Chargor is obliged to take under the Debenture, including under clause 20 (Further assurances) of the Debenture or prior to a Declared Default which the Chargor has failed to take. The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause

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|----------------|--|--|
| 4 | Amount secured Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>NOTE.</p> <p>In this form.</p> <p>"Acceding Company" means each of the companies listed in schedule 1 of the Deed;</p> <p>"Agreed Security Principles" means the principles set out in schedule 13 (Agreed Security Principles) of the Senior Facilities Agreement,</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4 2 (Security assignments) of the Debenture;</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Cash Collateral Accounts" means each Mandatory Prepayment Account (as defined in the Senior Facilities Agreement) and any other account identified in a letter between the relevant Chargor (or the Parent on its behalf) and the Agent as a Cash Collateral Account for the purposes of the Debenture;</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p>"Charged Securities" means</p> <p>(a) the securities specified in part 2 of the schedule hereto (Details of Security Assets), and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 11 November 2010) as at 11 November 2010 or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,</p> <p>"Collection Account" has the meaning given to that term in clause 11.7(a) (iii) of the Debenture,</p> <p>"Debenture" means a debenture dated 14 September 2010 and made between (1) the Original Chargors named therein and (2) the Security Agent;</p> <p>"Debenture Security" means the Security created or evidenced by or pursuant to the Debenture and/or the Deed,</p> <p>"Declared Default" means an Event of Default which has resulted in the Agent exercising any of its rights under clause 29 18 (Acceleration) of the Senior Facilities Agreement;</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,</p> | |

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Particulars of a mortgage or charge

| 4 | Amount secured | |
|----------------|--|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>"Event of Default" means each Event of Default as defined in the Senior Facilities Agreement;</p> <p>"Finance Documents" means the Finance Documents as defined in the Senior Facilities Agreement;</p> <p>"Group" means the Parent, Hel Bidco Limited and each of their respective Subsidiaries (as defined in the Senior Facilities Agreement) for the time being;</p> <p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (excluding any third party liability insurances, but including, without limitation, the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets),</p> <p>"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may as at 11 November 2010 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 Chargor (which may as at 11 November 2010 or in the future subsist),</p> <p>(c) (including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (Details of Security Assets));</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 14 September 2010 and made between, among others, the Parent, the Company, the Debtors (as defined in the Intercreditor Agreement), Bank of Scotland plc as Security Agent, Bank of Scotland plc as senior agent, the Lenders (as Senior Lenders), the Arranger (as Senior Arrangers), the Ancillary Lenders (as Senior Lenders), the Hedge Counterparties (each as defined in the Intercreditor Agreement), the Structural Lender, and the Intra-Group Lenders (as defined in the Intercreditor Agreement);</p> <p>"Material Intellectual Property" means all Intellectual Property which is material in the context of the business of the relevant Chargor or the Group as a whole and which is required by it in order to carry on its business as it is being conducted including, but not limited to, any Intellectual Property which has a value of £25,000 or more;</p> | |

MG01 - continuation page

Particulars of a mortgage or charge

| 4 | Amount secured | |
|----------------|---|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>"Material Premises" means all freehold or leasehold Real Property (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)) provided that no leasehold property shall fall within the definition of "Material Premises" where the unexpired term of such lease does not exceed seven years, or where such property is an Occupational Lease (as defined in the Debenture),</p> <p>"Parent" means Hel Midco Limited,</p> <p>"Permitted Disposal" has the meaning assigned to that term in the Senior Facilities Agreement;</p> <p>"Permitted Security" has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p>"Permitted Transaction" has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p>"Quasi-Security" has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p>"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 11 november 2010 or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with:</p> <ul style="list-style-type: none"> (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon, (b) all easements, rights and agreements in respect thereof; and (c) the benefit of all covenants given in respect thereof; <p>"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:</p> <ul style="list-style-type: none"> (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and (b) all proceeds of any of the foregoing, <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed;</p> | |

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Particulars of a mortgage or charge

| 4 | Amount secured | |
|----------------|---|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>"Related Rights" means, in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;</p> <p>"Relevant Contract" means</p> <p>(a) each Acquisition Document (as defined in the Senior Facilities Agreement),</p> <p>(b) each Hedging Agreement (as defined in the Senior Facilities Agreement), and</p> <p>(c) each agreement (if any) specified in part 5 of the schedule hereto (Details of Security Assets) or specified in any Accession Deed as a "Material Contract",</p> <p>together with each other agreement supplementing or amending or novating or replacing the same,</p> <p>"Secured Parties" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Security" means a mortgage, charge, pledge, lien, assignment or transfer for security purposes or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;</p> <p>"Security Period" means the period beginning 11 November 2010 and ending on the date on which</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;</p> | |

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Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

"Senior Facilities Agreement" means the senior facilities agreement dated 14 September 2010 and made between, amongst others, (1) HEL Midco Limited as Parent, (2) HEL Bidco Limited as Company, (3) the companies listed in part 1 of schedule 1 as Original Borrowers, (4) the companies listed in part 1 of schedule 1 as Original Guarantors, (5) Clydesdale Bank PLC, Commerzbank Aktiengesellschaft, HSBC Bank plc, IKB Deutsche Industriebank AG, Lloyds TSB Bank plc and Société Générale as Arrangers, (6) the banks and financial institutions listed in parts 2 of schedule 1 as Original Lenders, (7) the persons listed in part 3 of schedule 1 as Original Hedge Counterparties, (8) Lloyds TSB Bank plc as Agent and (9) Lloyds TSB Bank plc as Security Agent, as the same may be amended, supplemented, novated and/or restated from time to time, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

"Stockley Park Account" means the cash collateral account (together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing) of the Parent held with Bank of Scotland plc for the purposes of providing cash collateral in respect of its obligations in relation to the Stockley Park Guarantee (as defined in the Senior Facilities Agreement),

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent or the Secured Parties pursuant to the Transaction Security Documents (as defined in the Senior Facilities Agreement).

SCHEDULE

Details of Security Assets owned by the Acceding Companies

Part 1 - Real Property

None

Part 2 - Charged Securities

| Acceding Company | Name of company in which shares are held | Class of shares held | Number of shares held | Issued share capital |
|---------------------------------|--|----------------------|-----------------------|----------------------|
| Host Europe Corporation Limited | Host Europe Group Limited | ordinary | 33 045,364 | 33,045,364 ordinary |

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Particulars of a mortgage or charge

| 4 | Amount secured | |
|----------------|--|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p data-bbox="778 461 1046 490">Part 3 - Charged Accounts</p> <p data-bbox="887 517 943 546">None</p> <p data-bbox="766 607 1059 636">Part 4 - Intellectual Property</p> <p data-bbox="887 663 943 692">None</p> <p data-bbox="772 714 1051 743">Part 5 - Material Contracts</p> <p data-bbox="887 770 943 799">None</p> <p data-bbox="817 855 1007 884">Part 6 - Insurances</p> <p data-bbox="887 911 943 940">None</p> | |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6448185
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCESSION DEED DATED 11
NOVEMBER 2010 AND CREATED BY HOST EUROPE
CORPORATION LTD FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH PRESENT AND FUTURE MEMBER
OF THE GROUP TO LLOYDS TSB BANK PLC (THE "SECURITY
AGENT") AND/OR THE OTHER 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 18 NOVEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 NOVEMBER
2010

pc



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES