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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

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Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

112

03196171

Name of company

* Clerical Medical Investment Group Limited (the "Company")

Date of creation of the charge

17 August 2006

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

A security assignment of claims under or in relation to the Acquisition Documents dated 17 August 2006 and made between the Company and Capita Trust Company Limited (the "Borrower Security Trustee") (the "Security Assignment").

Amount secured by the mortgage or charge

All present and future obligations and liabilities of the Company to the Finance Parties (or any of them) under each of the Finance Documents (the "Secured Obligations").

To be read in conjunction with the attached Schedule.

Names and addresses of the mortgagees or persons entitled to the charge

Capita Trust Company Limited
18 King William Street
London

Postcode EC4N 7HE

Presenter's name address and
reference (if any):

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

via the London counter

Time critical reference
70-40020988/904712

For official Use (06/2005)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please refer to the attached Schedule.

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Clifford Chance LLP Date 25 August 2006

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

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

† delete as
appropriate

Notes

- 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, eg "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 included 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Schedule 1 to Form 395 dated 25 August 2006 for Clerical Medical Investment Group
Limited (Company Number 03196171)

1. **FIXED SECURITY**

1.1 **Assignment by way of Security**

Under the Security Assignment the Company has assigned and agreed to assign absolutely, by way of security, with full title guarantee to the Borrower Security Trustee (as trustee for the Finance Parties), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each Acquisition Document and each Acquisition Document Claim.

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1.2 **Fixed charges**

Under the Security Assignment the Company has charged with full title guarantee in favour of the Borrower Security Trustee (as trustee for the Finance Parties) with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the assets which are specified in Clause 1.1 (*Assignment by way of Security*) to the extent not validly and effectively assigned pursuant to Clause 1.1 (*Assignment by way of Security*).

2. **DEFINED TERMS**

2.1 In this Form 395 the following terms have the following meanings:

"**Acquisition Document Claim**" means the proceeds of any claim by the Company against the Vendors or any of their affiliates (or any employee, officer or adviser) under or in relation to the Acquisition Documents.

"**Acquisition Documents**" means each of:

- (a) the unit sale agreement dated 21 March 2006 relating to the sale and purchase of the Units; and
- (b) the SDLT agreement dated 21 March 2006,

in each case between one or more of the Vendors and the Original Unitholders.

"**Agent**" means N M Rothschild & Sons Limited as agent for the Finance Parties.

"**Agreed Form**" means, in respect of any agreement or document, such agreement or document in the form initialled by the legal counsel for the Agent and the Borrowers prior to the date of the Facility Agreement and details of which are set out in Schedule 6 (*Agreed Form Documents*) of the Facility Agreement.

"**Borrowers**" means Mourant & Co. Trustees Limited (registered in Jersey number 18478) and Mourant Property Trustees Limited (registered in Jersey number 87660) in their capacity as joint trustees of One Plantation Place Unit Trust (a unit trust constituted under the laws of Jersey).

"**Facility**" means each of the Initial Facility and the Reserve Facility.

"Facility Agreement" means the credit agreement dated 17 August 2006 between, amongst others, the Borrowers, the Borrower Security Trustee and the Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time).

"Finance Document" means the Facility Agreement and the remaining documents defined as "Finance Documents" in the Facility Agreement.

"Finance Party" means each of the Agent, the Borrower Security Trustee, the Servicer and the Lenders.

"Intercreditor Agreement" means the intercreditor agreement in the Agreed Form entered or to be entered into by, amongst others, the Borrowers, the Lenders and the Borrower Security Trustee.

"Initial Facility" means the term loan facility granted to the Borrowers by the Lenders pursuant to Clause 2.1 (*Initial Facility*) of the Facility Agreement.

"Lender" means:

- (a) any Original Lender; and
- (b) any person which has become a Party as a Lender in accordance with Clause 25.3 (*Assignments and transfers by Lenders*) of the Facility Agreement,

which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"Original Lender" means the persons listed in Schedule 1 (*Lenders*) of the Facility Agreement.

"Original Unitholders" means each of:

- (c) Insight Foundation Property (No. 2) Limited (registered in Guernsey number 42801) whose registered office is situated at Royal Bank Place, Glatigny Esplanade, St. Peter Port, Guernsey;
- (d) Westbury Properties Limited (registered in Guernsey number 39089) whose registered office is situated at East Wing, Trafalgar Court, Admiral Park, St. Peter Port, Guernsey GY1 6HJ;
- (e) Clerical Medical Investment Group Limited (registered in England and Wales number 03196171) whose registered office is situated at 33 Old Broad Street, London EC2N 1HZ; and
- (f) Starion (One Plantation Place) Limited (registered in Isle of Man number 115830C) whose registered office is situated at St. George's Court, Upper Church Street, Douglas, Isle of Man IM1 1EE.

"Party" means a party to the Facility Agreement.

"Reserve Facility" means the uncommitted reserve loan facility granted to the Borrowers by the Senior Lenders pursuant to Clause 2.2 (*Request for Reserve Facilities*) of the Facility Agreement.

"Security" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security interest or any other agreement or arrangement having the effect of conferring security.

"Senior Lender" has the meaning given to it in the Intercreditor Agreement.

"Servicer" means N M Rothschild Limited as the loan servicer for the Finance Parties.

"Units" means the units in the Unit Trust.

"Unit Trust" means the unit trust scheme known as One Plantation Place Unit Trust constituted under the Unit Trust Instrument pursuant to Article 7(3) of the Jersey Trusts (Jersey) Law 1984.

"Unit Trust Instrument" means the unit trust instrument constituting the Unit Trust dated 21 November 2005 and entered into by the Borrowers as amended and restated by a supplemental trust instrument dated 21 March 2006 and as further amended and/or restated from time to time as permitted by the Facility Agreement.

"Vendor" means the vendors of the Units namely Tamagon Limited (registered in England and Wales registered no. 4513273 and Gallar Limited (registered in England and Wales no. 5621330) and each having its registered address at 10 Cornwall Terrace, Regents Park, London NW1 4QP.

2.2 Terms defined elsewhere

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Facility Agreement.

3. ADDITIONAL INFORMATION

The Security Assignment contains a covenant for further assurances.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03196171

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT OF CLAIMS UNDER OR IN RELATION TO THE ACQUISITION DOCUMENTS DATED THE 17th AUGUST 2006 AND CREATED BY CLERICAL MEDICAL INVESTMENT GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE PARTIES (OR ANY OF THEM) 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 29th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th SEPTEMBER 2006.

C. A.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES