

M

CHFP025

Please do not
write in
this margin

Please complete
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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3111

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 interest agreement relating to units in One Plantation Place
Unit Trust dated 17 August 2006 and made between the Company and Capita
Trust Company Limited (the "Borrower Security Trustee") (the "Security
Interest Agreement").

Amount secured by the mortgage or charge

All present and future obligations and liabilities whether actual or
contingent and whether owed jointly or severally of the Borrowers to all or
any of the Finance Parties from time to time under the Finance Documents
(the "Secured Liabilities").

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

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

via the London counter

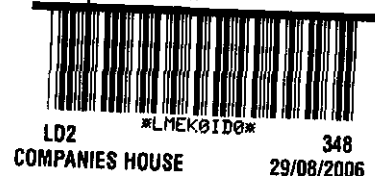
Time critical reference

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.

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)

N/A

Signed Clefford Chance LLP Date 25 August 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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. GRANT OF SECURITY INTERESTS

- 1.1 Under the Security Interest Agreement, the Borrower Security Trustee has a security interest or interests in the Collateral as security for the Secured Liabilities and the Company has:

- 1.1.1 being assigned its title to the Collateral, the beneficial interest and all other rights of the Company in the Collateral, including without limitation all dividends and distributions, interest and income and returns of contributions payable in respect thereof, to the Borrower Security Trustee; and
- 1.1.2 agreed that, to the extent that the Company shall not have assigned to the Borrower Security Trustee or perfected in its favour, title to any of the Affected Securities, the Borrower Security Trustee (and/or some other person chosen by the Borrower Security Trustee to act on its behalf) shall have possession of all certificates of title thereto.

2. MISCELLANEOUS

- 2.1 The security constituted under the Security Interest Agreement shall take effect as a security for the whole and every part of the payment or performance of the Secured Liabilities.

3. DEFINED TERMS

- 3.1 In this Form 395 the following terms have the following meanings:

"Affected Securities" means the securities which at the relevant time comprise the Collateral.

"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 and Mourant Property Trustees Limited in their capacity as joint trustees of One Plantation Place Unit Trust.

"Collateral" means all of the Company's interest in the 16,105,495.48 Units in the Unit Trust, and any and all other or further Units of which the Company is or becomes the legal and/or beneficial owner from time to time and all rights and powers therein and arising therefrom including without limitation the Income Distributions and all returns of capital deriving from or incidental to such Units. + 95

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

"Facility Agreement" means the £460,000,000 credit agreement dated 17 August 2006 and made between the Borrowers, the Original Lender, the Servicer, the Agent and the Borrower Security Trustee as security trustee for the Finance Parties, as the Facility Agreement is amended and restated 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.

"Income Distributions" means all distributions, dividends, interest, income and returns on contributions in the nature of income deriving from Units made to the Company in accordance with the Trust Instrument.

"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.

"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.

"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.

"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*).

"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.

"Trustees" means Maurant Property Trustees Limited and Maurant & Co. Trustees Limited as trustees of One Plantation Place Unit Trust and their respective successors.

"Trust Instrument" means the trust instrument dated 21 November 2005 by the Trustees governing the Unit Trust, as amended and restated by the Trustees and the Investment Manager on 21 March 2006 and as further amended from time to time.

"Units" has the meaning ascribed thereto in the Trust Instrument.

"Unit Trust" means One Plantation Place Unit Trust as constituted by the Trust Instrument.

3.2 Terms defined elsewhere

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

4. ADDITIONAL INFORMATION

The Security Interest Agreement 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 INTEREST AGREEMENT DATED THE 17th AUGUST 2006 AND CREATED BY CLERICAL MEDICAL INVESTMENT GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS TO ALL OR ANY OF THE FINANCE PARTIES 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 29th AUGUST 2006.

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

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —