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COMPANIES FORM No. 395

MC 0090024

Particulars of a mortgage or charge

395

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

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3238834

Name of company

* Stow Real Estate plc (Chargor)

Date of creation of the charge

21 December 2007

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

Share Charge between the Chargor and HSBC Bank plc (Original Lender)
(Original Share Charge)

Amount secured by the mortgage or charge

All monies and liabilities on or after the date of the Original Share Charge due owing or incurred by the Chargor to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document, except for any obligations which, if it were included in the Original Share Charge, would result in a contravention of section 151 of the Companies Act 1985, or its equivalent in any other jurisdiction (Secured Obligations)

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

HSBC Bank plc
8 Canada Square
London

Postcode E14 5HQ

Presentor's name address and
reference (if any)

Addleshaw Goddard LLP
Box 500, Companies House, 21
Bloomsbury Street, London,
WC1B 3XD

BENGs/15421-480

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



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LD6

02/01/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 Charging Provisions
- 1 1 All Security created by the Chargor under paragraph 1 2 is
- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Trustee as security trustee for the Finance Parties
- 1 2 The Chargor charged by way of first fixed charge the Shares together with all Related Rights

continued

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addo Shaw Goddard LLP

Date 2 January 2008

On behalf of ~~XXXXXX~~ [mortgagee/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 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 situated 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**.

Name of company

*insert full name
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* Stow Real Estate plc (Chargor)

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

2 Negative pledge

2 1 The Chargor shall not create or permit to subsist any Security over any of the Secured Assets

2 2 Paragraph 2 1 does not apply to any Security or arrangement which is Permitted Security

3 Restrictions on disposal

3 1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets

3 1 Paragraph 3 1 does not apply to any Permitted Disposal

In this form the following terms shall have the following meanings

Accession Agreement means an agreement substantially in the form set out in schedule 7 (Form of Accession Agreement) of the Facility Agreement**Account** means each of the General Account, the Rent Account, the Deposit Account, the Proceeds Account and the Holding Account**Account Bank** means (i) HSBC Bank plc, (ii) in the case of the General Account existing on the date of the Facility Agreement, Bank of Scotland plc or (iii) any other bank appointed in accordance with clause 14 (Bank accounts) of the Facility Agreement**Account Pledge** means each account pledge executed or to be executed by the applicable Obligor granting first ranking security over the Accounts in favour of the Security Trustee on behalf of the Finance Parties

Name of company

*insert full name
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* Stow Real Estate plc (Chargor)

Accounting Principles means generally accepted accounting principles in the United Kingdom

Additional Finance Documents means

- (a) each Accession Agreement
 - (b) each Additional Security Document
 - (c) each Approved Property Confirmation Letter and
 - (d) each Subordinated Creditor Accession Deed
- and each being an **Additional Finance Document**

Additional Guarantor means a company or a limited partnership which becomes a guarantor in accordance with clause 28 (Changes to the Obligors) of the Facility Agreement

Additional Security Documents means

- (a) in respect of each Additional Guarantor
 - (1) a Debenture executed by the Additional Guarantor and
 - (11) a first fixed charge (or its equivalent in the applicable Relevant Jurisdiction) over its entire issued share capital (or partnership interests, as the case may be) in a form and content satisfactory to the Agent
 - (111) which is a Limited Partnership a security interest agreement over the issued share capital of the General Partner of the relevant Limited Partnership
- (b) in respect of each Approved Property, a first fixed legal charge executed by the relevant Obligors in a form and content satisfactory to the Agent and
- (c) any other Security required by the Agent (acting reasonably) in relation to each Additional Guarantor or its assets

and each being an **Additional Security Document**

Additional Subordinated Creditors means each person acceding to the Subordination Deed as a Subordinated Creditor by executing and delivering a Subordinated Creditor Accession Deed

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

Agent means HSBC Bank plc

Allocated Loan Amount means

- (a) with respect to an Initial Property, the amount set opposite that Property in schedule 3 (Initial Properties) of the Facility Agreement and
- (b) in the case of an Approved Property the amount notified to the Borrowers by the Agent in an Approved Property Confirmation Letter on or about the proposed Utilisation Date in respect of such Approved Property less any amount repaid or prepaid in respect of such Loan assuming there has been no consolidation

Approved Property means any freehold or leasehold property in England or Wales listed in part 2 of schedule 3 (Properties) of the Facility Agreement or otherwise approved by the Agent in its absolute discretion and, in each case, in relation to which the Borrowers have delivered in form satisfactory to the Agent all items set out in the Approved Property Confirmation Letter relating to any such property

Approved Property Confirmation Letter means a letter in connection with an Approved Property in the form set out in schedule 10 (Approved Property Confirmation Letter) of the Facility Agreement

Name of company

*insert full name
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* Stow Real Estate plc (Chargor)

Arranger means HSBC Bank plc

Borrowers means Stow Real Estate plc and Stow Real Estate Jersey Limited

Debenture means each debenture executed or to be executed by an Obligor (other than Stow Capital Partners Limited and the Borrowers) in favour of the Security Trustee on behalf of the Finance Parties

Default means an Event of Default or any event or circumstance specified in clause 26 (Events of Default) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

Deposit Account means an account of a Borrower designated "Deposit Account" with the Account Bank and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement

Disposal means a sale, lease, licence, transfer, loan or other disposal (including an agreement to accept the surrender of an Occupational Lease) by an Obligor of the Secured Assets including any sale of shares of any Guarantor (whether by a voluntary or involuntary single transaction or series of transactions)

Duty of Care Deed means a deed entered into between an Obligor, the Property Manager and the Security Trustee in relation to any of the Properties in agreed form

Event of Default means any event or circumstance specified as such in clause 26 (Events of Default) of the Facility Agreement

Existing Rent Account means, in respect of each Property Owning Obligor, its General Account

Facility means Facility A or Facility B

Facility A means the term loan facility made available under the Facility Agreement as described in clause 2 1(a) (The Facility) of the Facility Agreement

Facility A Loan means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan

Facility Agreement means the facility agreement between the Chargor and Stow Real Estate Jersey Limited as Borrowers, Stow Capital Partners Limited and certain of its subsidiaries as Guarantors, the Arranger, the Original Lender, the Agent, the Original Hedge Counterparty and the Security Trustee and dated on or about the date of the Share Charge under which the Original Lender agreed to make available to the Borrowers a £80,000,000 term loan

Facility B means a term loan facility made available under the Facility Agreement as described in clause 2 1(b) (The Facility) of the Facility Agreement

Facility B Loan means the loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan

Fee Letter means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrowers setting out any of the fees referred to in clause 13

Name of company

*insert full name
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* Stow Real Estate plc (Chargor)

(Fees) of the Facility Agreement

Final Repayment Date means the fifth anniversary of the date of the Facility Agreement**Finance Documents** means

- (a) the Facility Agreement
- (b) each Fee Letter
- (c) each Hedging Agreement
- (d) any Resignation Letter
- (e) each Duty of Care Deed
- (f) the Subordination Deed
- (g) each Security Document
- (h) any Utilisation Request
- (i) each Additional Finance Document and
- (j) any other document designated as a Finance Document by the Agent and the Chargor

and each being a **Finance Document****Finance Parties** means any of the Agent, the Arranger, the Security Trustee, each Lender and each Hedge Counterparty**Finance Lease** means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease**Financial Indebtedness** means any indebtedness for or in respect of

- (a) monies borrowed and debit balances at banks or other financial institutions
- (b) any acceptance under any acceptance credit facility or bill discounting facility (or dematerialised equivalent)
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument
- (d) the amount of any liability in respect of Finance Leases
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under the Accounting Principles)
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account)
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity which is not an Obligor which is not an Obligor which liability would fall within one of the other paragraphs of this definition
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under the Accounting Principles
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale or purchase, sale and sale back or sale and leaseback agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing or otherwise classified as borrowings under the Accounting Principles and

Name of company

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(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above

General Account means, in respect of each Obligor, the account with the Account Bank details of which are specified in schedule 12 (General Accounts) of the Facility Agreement (other than with respect to Stow (34 Brook Street) No 3 Limited and Stow (34 Brook Street) No 4 Limited where the General Account is that specified for Stow Brook Street Limited) and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement

General Partner means any entity which is acting as a general partner of a Limited Partnership

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 (Changes to the Obligors) of the Facility Agreement

Group means the Chargor and its Subsidiaries for the time being and Stow Real Estate Jersey Limited and its Subsidiaries for the time being

Hedge Counterparty means the Original Hedge Counterparty or any Lender or an Affiliate of a Lender which has acceded to the Facility Agreement as a Hedge Counterparty by delivery to the Agent of a duly completed and executed Accession Agreement

Hedging Agreement means any ISDA Master Agreement, confirmation, schedule or other agreement in form and substance satisfactory to the Agent to be entered into by a Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the facilities in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (Initial conditions precedent) of the Facility Agreement

Hedging Letter means a letter between the Agent and the Borrowers dated on or before the date of the Facility Agreement describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrower in relation to the Facility and the timetable for entering into such arrangements

Holding Account means an account

- (a) held by the Chargor with the Account Bank
 - (b) to be identified in a letter between the Chargor and the Agent as a Holding Account
 - (c) an account to which the Agent has sole signing rights to and
 - (d) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee
- (as the same may be redesignated, substituted or replaced from time to time)

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Initial Property means each freehold or leasehold property brief details of which are set out in schedule 3 (Initial Properties) of the Facility Agreement and together the **Initial Properties**

Inter-Company Loan Agreements means the inter-company loan agreements, in agreed form, to be entered into in accordance with clause 24.28 (Conditions subsequent) of the Facility Agreement between each member of the Group pursuant to which the Borrowers will make available a facility to the other Obligors that are a member of the Group and the such other Obligors will make available a facility to the Borrowers

Name of company

*insert full name
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ISDA Master Agreement means the 1992 Multicurrency - Cross Border Master Agreement or the 2002 Multicurrency - Cross-Border Master Agreement, as applicable, in each case published by the International Swaps and Derivatives Association

Lender means

- (a) the Original Lender and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with clause 27 of the Facility Agreement (Changes to the Lenders)

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

Limited Partnership means a limited partnership established under the laws of Jersey

Loan means a Facility A Loan or a Facility B Loan

New Rent Accounts mean the Rent Accounts to be opened in accordance with clause 24 28(b) (Conditions subsequent) of the Facility Agreement

Obligor means a Borrower or a Guarantor

Occupational Lease means any occupational lease or licence to which a Property is subject

Original Guarantors means the companies listed in part 2 of schedule 2 of the Facility Agreement

Original Hedge Counterparty means HSBC Bank plc

Permitted Acquisition means

- (a) an acquisition by any Obligor of an Approved Property in accordance with clause 14 3 (Proceeds) of the Facility Agreement
- (b) an acquisition by the Borrowers in the ordinary course of business of the Group as conducted or contemplated on the date of the Facility Agreement which, for the avoidance of doubt, includes any acquisition of assets relating to or entities involved in property investment and property management

Permitted Disposal means

- (a) any sale, lease, licence, transfer or other Disposal which is on arm's length terms
 - (i) arising as a result of any Permitted Security
 - (ii) of cash in order to complete a Permitted Acquisition
 - (iii) of a Property (whether by way of a sale of shares or limited partnership interests of an Obligor or an asset sale) provided that
 - (A) the Chargor has given the Agent at least 10 days' notice of the details of the proposed Disposal
 - (B) the net sale proceeds are at least equal to the Allocated Loan Amount for that Property
 - (C) no Default is outstanding or would result from the Disposal
- and the mandatory prepayment is made under clause 8 (Mandatory prepayment) of the Facility Agreement
- (iv) by the Borrowers, provided such Disposal is
 - (A) of assets not secured or intended to be secured under the Security Documents, and
 - (B) entered into in the ordinary course of business of the Group as conducted or contemplated on the date of the Facility Agreement which, for the

Name of company

*insert full name
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* Stow Real Estate plc (Chargor)

avoidance of doubt, includes any disposal of assets relating to or entities involved in property investment and property management, or

(b) any transfer of a Property by an Obligor to another Obligor or to an Additional Guarantor, provided that

(1) the Agent has received all of the documents and other evidence listed in part 4 (Conditions precedent to the transfer of a Property to another Obligor or to an Additional Guarantor) of schedule 2 of the Facility Agreement in a form and satisfactory to the Agent and

in relation to an Additional Guarantor, the Agent has received all of the documents and other evidence listed as part 3 (Conditions precedent in relation to an Additional Guarantor) of schedule 2 of the Facility Agreement in a form and substance satisfactory to the Agent

Permitted Financial Indebtedness means Financial Indebtedness

(a) arising under any of the Finance Documents

(b) until such time as the Inter-Company Loan Agreements are entered into in accordance with clause 24 28 (Conditions subsequent) of the Facility Agreement, incurred by an Obligor (other than Stow Capital Partners Limited) in respect of a loan provided to it by another Obligor (other than Stow Capital Partners Limited)

(c) incurred under the terms of the Inter-Company Loan Agreements

(d) created with the consent of the Agent where the person providing such Financial Indebtedness enters into a subordination agreements or subordination deed, as appropriate, in form and substance satisfactory to the Agent

(e) incurred by the Borrowers, provided that

(1) the entire proceeds of such Financial Indebtedness is on-lent to a Subsidiary of the Borrowers (as applicable) other than an Obligor,

(11) is applied by such Subsidiary for a purpose consistent with the business of the Group as conducted or contemplated on the date of the Facility Agreement which, for the avoidance of doubt, includes in Financial Indebtedness incurred in connection with any acquisition of assets relating to or entities involved in property investment and property management and

(111) is non-recourse to any Obligor (other than the Borrower and Stow Capital Partners Limited) or any of the assets secured or intended to be secured by the Security Documents

(f) incurred by a Borrower in respect of loan made to it by a Subsidiary of such Borrower that is not an Obligor, provided that such loan

(1) is applied by such Borrower for a purpose consistent with the business of the Group as conducted or contemplated on the date of the Facility Agreement which, for the avoidance of doubt, includes in Financial Indebtedness incurred in connection with any acquisition of assets relating to or entities involved in property investment and property management and

(11) is non-recourse to any Obligor (other than the Borrowers and the Company) or any of the assets secured or intended to be secured by the Security Documents

(g) incurred by a Borrower in order to finance an acquisition pursuant to paragraph (b) of the definition of "Permitted Acquisition" provided that such loan is non-recourse to any Obligor (other than the Borrowers and Stow Capital Partners Limited) or any of the assets secured or intended to be secured by the Security Documents or permitted by the Agent in writing

Permitted Security means

(a) any Security arising under any Security Document

(b) any Security granted by Stow Capital Partners Limited or the Borrowers over assets not secured or intended to be secured by the Security Documents in connection with Financial Indebtedness permitted pursuant to paragraph (c) of the definition of

Name of company

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* Stow Real Estate plc (Chargor)

Permitted Financial Indebtedness

- (c) any Security permitted by the Agent in writing

Proceeds Account means an account of a Borrower designated "Proceeds Account" with the Account Bank and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement

Properties means each Initial Property and each Approved Property, in each case, unless disposed of in accordance with the Facility Agreement and each being a **Property**

Property Manager means Stow Securities plc (registered in England with number 06127869) whose registered office is at 53 Mount Street, London W1K 2SG and any other person appointed in accordance with clause 25 4 (Property Manager) of the Facility Agreement

Property Owning Obligor means any Obligor that owns a **Property**

Related Rights in respect of each Share

- (a) all monies paid or payable in respect of that Share (whether as income, capital or otherwise),
- (b) all shares, investments or other assets derived from that Share,
- (c) all rights derived from or incidental to that Share

Relevant Jurisdiction means, in relation to an Obligor

- (a) its jurisdiction of incorporation or, in the case of a Limited Partnership, the jurisdiction in which it is established and/or registered and, in the case of a General Partner, its jurisdiction of incorporation
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated
- (c) any jurisdiction where it conducts its business, and the jurisdiction whose law governs the perfection of any of the Security Documents entered into by it

Rent Accounts means the Existing Rent Accounts, the New Rent Accounts and any successor account or accounts permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement

Resignation Letter means a letter substantially in the form set out in schedule 9 (Form of Resignation Letter) of the Facility Agreement

Secured Assets means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security

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

Security Documents means

- (a) each Debenture
- (b) each Share Charge
- (c) each Account Pledge
- (d) each Subordination Deed
- (e) 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 and
- (f) the Additional Security Documents

Name of company

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Security Trustee means HSBC Bank plc

Share Charge means each share charge executed by the Chargor or Stow Real Estate Jersey Limited granting first ranking security over all of the shares or limited partnership interests, as applicable, of each Obligor (other than Stow Capital Partners Limited and the Borrowers) in favour of the Security Trustee on behalf of the Finance Parties

Shares means the shares listed in the schedule to the Original Share Charge

Subordinated Creditor means each Obligor and each Additional Subordinated Creditor

Subordinated Creditor Accession Deed means a deed substantially in the form set out in schedule 2 to the Subordination Deed

Subordination Deed means the subordination deed dated on or about the date of the Facility Agreement and made between the Obligors, each Subordinated Creditor and the Security Trustee

Subsidiary means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985 or, in the case of a company or limited partnership incorporated in Jersey, within the meaning of articles 2 and 2A of the Companies (Jersey) Law 1991

Transaction Security means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents

Treasury Transactions means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

Utilisation Request means a notice substantially in the form set out in schedule 4 (Utilisation Request) of the Facility Agreement

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03238834

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 21st DECEMBER 2007 AND CREATED BY STOW REAL ESTATE PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC AS SECURITY TRUSTEE FOR THE FINANCE PARTIES (SECURITY TRUSTEE) 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 2nd JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JANUARY 2008

A handwritten signature in black ink, appearing to be 'R. H.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES