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#### **COMPANIES FORM No 395**

117097/39

### Particulars of a mortgage or charge

395

#### CHFP000

Please do not write in this margin Please complete legibly, preferably in black type or

bold block lettering

\*insert full name of company A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

	For Official use	Company Number
To the Registrar of Companies (Address overleaf - Note 6)		

Name of Company

LG/SL (Property Management) (the "Assignor")		

Date of creation of the charge

8 March 2007

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

A Deed of Security Assignment dated 8 March 2007 between the Assignor and Credit Suisse, London Branch (the "Lender") (the "Deed").

Amount secured by the mortgage or charge

The Liabilities as defined in Continuation Sheet 1.

(The capitalised terms used in this Form 395 and not otherwise defined shall have the same meaning given to them in Schedule 1 hereto).

Name and address of the mortgagees or persons entitled to the charge

Credit Suisse, London Branch		
One Cabot Square		
London	Postcode	E14 4QJ

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

Linklaters One Silk Street London EC2Y 8HQ Tel: 020 7456 2000

Ref:

Time critical reference

For official Use Mortgage Section



LD4 COMPANIES HOUSE 488 16/03/2007

#### (PLEASE SEE ATTACHED CONTINUATION SHEET)

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 James Penson

Date 15 March 2007

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

A fee of £13 is

On behalf of company

#### Note

† Delete as appropriate

- 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, e.g. "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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

#### Short particulars of all the property mortgaged or charged

#### 1 Assignment

The Assignor, with full title guarantee and as security for the payment of all Liabilities, assigned absolutely in favour of the Lender, all its right, title and interest (whether existing at 8 March 2007 or at any time thereafter) in or to the Assigned Agreement and all amounts (including interest) standing to the credit of or accruing on the Assigned Agreement (whether existing at 8 March 2007 or at any time thereafter).

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#### 2 Negative Pledge

The Assignor has undertaken not to create or permit to subsist any Security over the Assigned Agreement except for the Assignment.

#### Schedule 1

#### **Definitions**

#### **Assigned Agreement**

means the \$9,028,276,500 term facility agreement dated 6 March 2007 between the Assignor as lender and Credit Suisse Securities (Europe) Limited as borrower.

#### **Assignment**

means all or any of the Security created or expressed to be created by or pursuant to the Deed.

#### **Borrowers**

means Bow Investments SAS, Credit Suisse Apotheek 23 (Nederland) B.V., CSFB Nederland Apotheek 0 B.V. and Zoetenbeek B.V., each as a borrower under bilateral facility agreements (and each a "Borrower").

#### Liabilities

means such debts and liabilities due, owing or incurred by each Borrower to the Lender under or in connection with (as appropriate):

- (a) the term loan facility agreement between the Lender and Bow Investments SAS dated 22 December 2005:
- (b) the term loan facility agreement between the Lender and CSFB Nederland 0 B.V. dated 8 March 2007;
- the term loan facility agreement between the Lender and (c) Credit Suisse Apotheek 23 (Nederland) B.V. dated 8 March 2007; and
- (d) the term loan facility agreements between the Lender and Zoetenbeek B.V. dated 29 July 2005 and 8 March 2007 respectively.

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(whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or

#### Security

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





# OF A MORTGAGE OR CHARGE

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

COMPANY No. 03897327

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT DATED THE 8th MARCH 2007 AND CREATED BY LG/SL (PROPERTY MANAGEMENT) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH BORROWER TO CREDIT SUISSE, LONDON BRANCH 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 16th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd MARCH 2007.





