

Particulars of a mortgage or charge**395**

A fee of £10 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

[3]

4066196

Name of company

* Carp (UK) 2 Limited (the "Company")

Date of creation of the charge

5 November 2002

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

Debenture dated 5 November 2002 made between the Chargors (as defined in the attached Schedule) (1) in favour of Crédit Lyonnais ((in its capacity as Security Agent) (as defined in the attached Schedule)) (2) (the "Debenture")

Amount secured by the mortgage or charge

See Part II of the attached schedule

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

Crédit Lyonnais
United Kingdom Main Office
Broadwalk House, 5 Appold Street
London

Postcode EC2A 2DA

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

TSMHA/1095712

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0467
15/11/02

RE-SCAN

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CHFP025

Please do not write in this margin

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

*insert full name of Company

See Part III of the attached schedule.

NB - Part IV of the attached schedule contains covenants by and restrictions on the Company which protect and further define the charges and which must be read as part of the charges created.

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

Lovells

Date

14 November 2002

On behalf of ~~company~~ *SOLICITORS* [mortgagee/chargee] †

A fee of £10 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 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 CF14 3UZ

SCHEDULE TO FORM 395 FOR CARP (UK) 2 LIMITED DEBENTURE

Part I

Definitions

In this Form 395 the following expressions shall have the meaning respectively set out below:

"Assets" in all its undertaking, property, assets, rights and revenues of the Company whatever, from the Debenture Date or thereafter, wherever situated in the world and includes each or any of them;

"Beneficiaries" collectively, each of the Senior Finance Parties, each of the Mezzanine Finance Parties and each of the Hedging Banks and includes any one or more of them and **"Beneficiary"** shall be construed accordingly;

"Chargors" collectively, Carp (H) Limited, Carp CP Limited, Carp (UK) 1 Limited, Carp (UK) 2 Limited, Carp (UK) 3 Limited, Carp (O) Limited, Carp NW Limited, Carp (UK) 3A Limited, Carp (L) Limited and Carp (S) Limited;

"Derivative Assets" include:

- (a) allotments, rights, money or property arising from the Shares by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income from the Shares; and
- (c) stock, shares and securities offered in addition to or substitution for the Shares;

"Debenture Date" 5 November 2002;

"Event of Default" an Event of Default under the Facilities Agreement or an Event of Default under the Mezzanine Loan Agreement;

"Facilities Agreement" the facilities agreement dated 5 November 2002 made between, amongst others Sun CP Midco Limited (as the Company), Sun CP Properties Limited (as Original Borrower), the companies listed in Part 2 of Schedule 1 thereto (as Original Guarantors), Credit Suisse First Boston, London branch (as Adviser), Credit Suisse First Boston, London branch and Crédit Lyonnais (as Joint Lead Arrangers), Crédit Suisse First Boston, London branch and Crédit Lyonnais (as Joint Bookrunners), the financial institutions listed in Part 3 and Part 4 of Schedule 1 thereto (as Original Lenders), Crédit Lyonnais (as Agent and Security Agent) which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

"Finance Documents" each of the Senior Finance Documents, each of the Mezzanine Finance Documents and each of the Hedging Documents and **"Finance Document"** means any of them;

"Floating Charge Assets" insofar only as concerns the floating charge created by clause 3.1(b) (*Charging Clause*) of the Debenture, Assets, for the time being comprised within such floating charge;

"Group" has the meaning given to that term in the Facilities Agreement;

"Hedging Banks" has the meaning given to that term in the Intercreditor Deed;

"Hedging Documents" has the meaning given to that term in the Intercreditor Deed;

"Intercreditor Deed" the intercreditor deed dated 5 November 2002 and made between Crédit Lyonnais (as Security Agent), Crédit Lyonnais (as Senior Agent), the banks, financial institutions, trusts, funds and other entities named in Schedule 1 thereto (as Senior Creditors), the banks, financial institutions, trusts, funds and other entities named in Schedule 2 thereto (as Hedging Banks), Crédit Lyonnais (as Mezzanine Agent), the banks, financial institutions, trusts, funds and other entities named in Schedule 3 thereto (as Mezzanine Creditors), the financial institutions, funds and other persons named in Schedule 4 thereto (as Investors), Sun CP Midco Limited (as the Company) and the other obligors named in Schedule 5 thereto (as Obligors), which expression shall include any amendments, supplements, accessions, variations or additions to such deed, however fundamental;

"Material Group Company" has the meaning given to that term in the Facilities Agreement;

"Mezzanine Finance Documents" collectively, any Fee Letter, any Accession Letter, any Transfer Certificate (each of the foregoing terms having the meaning given to them in the Mezzanine Loan Agreement), the Intercreditor Deed, the Mezzanine Loan Agreement, the Hedging Documents and the Security Documents and any other document so designated by the Mezzanine Agent (as defined in the Intercreditor Deed) and Sun CP Midco Limited and includes any amendments, supplements or additions thereto;

"Mezzanine Finance Parties" collectively, the Arranger and the Adviser (as defined in the Mezzanine Loan Agreement), the Mezzanine Agent, the Mezzanine Bookrunner, each of the Mezzanine Creditors (each of the foregoing terms having the meaning given to them in the Intercreditor Deed) and (after the Senior Discharge Date) the Security Agent and **"Mezzanine Finance Party"** means any of them;

"Mezzanine Loan Agreement" the loan agreement dated 5 November 2002 made between, amongst others, Sun CP Midco Limited (as the Company), Sun CP Properties Limited (as Original Borrower), the companies listed in Part 2 of Schedule 1 thereto (as Original Guarantors), Credit Suisse First Boston, London branch (as Adviser), Credit Suisse First Boston, London branch (as Arranger), Credit Suisse First Boston, London branch (as Bookrunner), the financial institutions listed in Part 3 and Part 4 of Schedule 1 thereto (as Original Lenders), Crédit Lyonnais (as Agent) and Crédit Lyonnais (as Security Agent) which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

"New Subsidiary" any Subsidiary of the Company which is incorporated or acquired after the Debenture Date;

"Permitted Security" shall have the meaning given to that term in the Facilities Agreement;

"Receiver" any receiver and manager or receivers and managers appointed under clause 11.1 (*Appointment and Powers of Receiver*) of the Debenture and (where the context requires or permits) includes any substituted receiver and manager or receivers and managers;

"Receivables" in relation to the Company, all sums of money receivable by and owing to the Company on the Debenture Date or in the future, consisting of or payable under or derived from any of its Assets from any Material Group Company;

"Secured Sums" all money and liabilities covenanted to be paid or discharged by the Company to the Beneficiaries under clause 2.1 (*Covenant to Pay*) of the Debenture;

"Securities" the Shares and the Derivative Assets;

"Security Agent" Crédit Lyonnais acting as security agent and trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries pursuant to the Facilities Agreement and/or Mezzanine Loan Agreement;

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Deed;

"Senior Finance Documents" the Facilities Agreement, the Security Documents, any Fee Letter, any Accession Letter and any Transfer Certificate (each as defined in the Facilities Agreement), the Intercreditor Deed, the Hedging Documents and any other document designated as such by the Senior Agent (as defined in the Intercreditor Deed) and Sun CP Midco Limited and includes any amendments, supplements or additions thereto;

"Senior Finance Parties" collectively, the Adviser (as defined in the Facilities Agreements) the Senior Agent, each of the Joint Lead Arrangers, each of the Joint Bookrunners, each of the Senior Creditors (each of the foregoing terms having the meaning given to them in the Intercreditor Deed) and (until the Senior Discharge Date) the Security Agent and **"Senior Finance Party"** means any of them;

"Shares" in relation to the Company, all shares issued by any company on the Debenture Date or in the future owned at law or in equity by the Company and including all Shares owned by the Company in any other member of the Group; and

"Subsidiary" has the meaning given to that term in the Facilities Agreement.

Part II

Amount Secured by Mortgage or Charge

1. All money and liabilities from the Debenture Date or thereafter due, owing or incurred to each Beneficiary by the Company under or pursuant to the Senior Finance Documents whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant Senior Finance Documents, including all interest, commission, fees, charges, costs and expenses and so that interest shall be computed and compounded in accordance with the Senior Finance Documents (after as well as before any demand or judgment).
2. All money and liabilities from the Debenture Date or thereafter due, owing or incurred to each Beneficiary by the Company under or pursuant to the Mezzanine Finance Documents whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant Mezzanine Finance Documents, including all interest, commission, fees, charges, costs and expenses and so that interest shall be computed and compounded in accordance with the Mezzanine Finance Documents (after as well as before any demand or judgment).

Part III

Particulars of Property Mortgaged or Charged

1. Under clause 3 (*Charging Clause*) of the Debenture the Company with full title guarantee charged to the Security Agent as a continuing security for the payment or discharge of all Secured Sums:
 - (a) by way of first fixed equitable charge, all Securities belonging to the Company; and
 - (b) by way of floating charge:
 - (i) all Assets on the Debenture Date or thereafter owned by the Company except to the extent that such Assets are for the time being effectively

charged by any fixed charge contained in the provisions of clause 3.1 (*Charging Clause*) of the Debenture, including any Assets comprised within a charge which is reconverted under clause 3.6 (*Charging Clause*) of the Debenture; and

- (ii) without exception all Assets insofar as they are for the time being situated in Scotland.
2. By clause 3.2 (*Charging Clause*) of the Debenture, the Company with full title guarantee assigned in favour of the Security Agent (insofar as they were capable of being assigned by way of security and subject to the right of the Company to redeem such assignment upon the full payment or discharge of all Secured Sums) all Receivables from the Debenture Date or thereafter owing to the Company.

Part IV

Covenants and Restrictions

1. By clause 5 (*Negative pledge and other restrictions*) of the Debenture the Company agreed that it shall not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):
- (a) create, or agree or attempt to create, or permit to subsist, any Security over any of its Assets, including, for the avoidance of doubt, any Floating Charge Asset; and
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, its Land or purport to do any such act, or part with possession or ownership of it, save as is expressly permitted by the Facilities Agreement and the Mezzanine Loan Agreement.
2. By clause 8.1 (*General Covenants*) of the Debenture, the Company agreed it would not, without the prior written consent of the Security Agent, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.
3. By clause 8.4 (*General Covenants*) of the Debenture, the Company agreed it would ensure that no dormant Subsidiary will create or attempt to create or allow to arise or subsist or have outstanding Security (except for Permitted Security).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04066196

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th NOVEMBER 2002 AND CREATED BY CARP (UK) 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CREDIT LYONNAIS (ACTING AS SECURITY AGENT AND TRUSTEE FOR THE BENEFICIARIES AND INCLUDES ANY SUCCESSOR APPOINTED BY THE BENEFICIARIES) 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 15th NOVEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th NOVEMBER 2002.

THIS CERTIFICATE
HAS BEEN CANCELLED
IN FAVOUR OF A NEW
CERTIFICATE DATED 22 Nov 2002

CANCELLED



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

J.M.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04066196

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th NOVEMBER 2002 AND CREATED BY CARP (UK) 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CREDIT LYONNAIS (ACTING AS SECURITY AGENT AND TRUSTEE FOR THE BENEFICIARIES AND INCLUDES ANY SUCCESSOR APPOINTED BY THE BENEFICIARIES) 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 15th NOVEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —