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CHFP025

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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 £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[12]

5332194

Name of company

* Sackville Property Investments Limited (the "Obligor")

Date of creation of the charge

22 March 2005

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

Security Interest Agreement (the "Security Interest Agreement")

Amount secured by the mortgage or charge

See Rider 1

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

Lloyds TSB Bank PLC (the "Secured Party"), 25 Gresham Street, London

Postcode EC2V 7HN

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

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London
EC1A 4DD

wco/ 110125.00023

Time critical reference

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

0219
29/03/05

Please return via
CH London Counter

Short particulars of all the property mortgaged or charged

See Rider 2

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Chris Cameron McKenna

Date

24/03/05

On behalf of ~~[company]~~ (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

RIDER TO FORM M395

COMPANY: SACKVILLE PROPERTY INVESTMENTS LIMITED
COMPANY NO: 5332194

Rider 1

Amount secured by the mortgage or charge

1. All present and future obligations and/or liabilities (and whether on or at any time after demand) due, owing or incurred in whatsoever manner to the Secured Party by all and any of the Obligors (as such term is defined in the Facility Agreement), whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Secured Party under all and any of the Finance Documents (as such term is defined in the Facility Agreement), and including interest, discount, commission and other lawful charges or expenses which the Secured Party may in the course of their business charge or incur in respect of any of those matters, or for keeping all and any of the Obligors' (as such term is defined in the Facility Agreement) accounts, and so that interest shall be computed and compounded according to the usual rates and practice of the Secured Party, as well after as before any demand made or decree obtained under the Security Interest Agreement.
2. The obligation of the Obligor arising under the Security Interest Agreement to pay on a full indemnity basis (a) all sums (including interest) referred to at Clause 14 (*Expenses and Indemnity*) of the Security Interest Agreement and (b) all other sums whether by way of costs, charges, expenses, losses, interest or otherwise howsoever due under or in connection with the Security Interest Agreement.

(together paragraphs 1 and 2 above the "Obligation")

Note:

Clause 14 of the Security Interest Agreement provides:

EXPENSES AND INDEMNITY

- (1) The Obligor agreed to pay to the Secured Party on demand all costs, charges and expenses whatsoever (including, without limitation, all professional fees and disbursements and all taxes) incurred by the Secured Party in negotiating, preparing, executing and administering the Security Interest Agreement or perfecting the security interest or interests created under it and in connection with the enforcement, preservation or attempted preservation of rights of the Secured Party under the Security Interest Agreement.
- (2) All such costs, charges and expenses shall be paid by the Obligor on a full indemnity basis with interest at the Default Rate from the date of payment by the Secured Party to the date of payment by the Obligor to the Secured Party, both before and after any judgment.
- (3) The Obligor agreed to indemnify and hold harmless the Secured Party from and against all losses, actions, claims, expenses, demands and liabilities incurred by the Secured Party in the exercise or purported exercise of the powers therein contained or resulting from any breach by the Obligor of its obligations thereunder and/or under the Obligation save where such losses, actions, claims, demands and liabilities

arise as the result of the gross negligence or wilful misconduct of the Secured Party. The Obligor shall pay interest on any sums demanded by the Secured Party thereunder at the Default Rate from the date of demand to the date of payment, both before and after any judgment.

- (4) The Secured Party shall not be liable for any losses arising in connection with the exercise or purported exercise of any of its rights, powers and discretions thereunder and the Secured Party shall not be liable to account for anything except actual receipts.

COMPANY: SACKVILLE PROPERTY INVESTMENTS LIMITED
COMPANY NO: 5332194

Rider 2

Short particulars of all the property mortgaged or charged

All of the Obligor's right title and interest in and to the Shares (including without limitation (i) any shares or other securities substituted for the Shares or added thereto from time to time and (ii) all distributions, dividends and receipts of an income or capital nature, interest and any other distributions or payments of any kind paid or payable after the date thereof on or in respect of the Shares or such other securities and (iii) all shares, securities (and distributions, dividends and receipts of an income or capital nature, interest and other distributions or payments of any kind thereon) rights moneys or other property accruing or offered at any time by way of redemption, bonus, preference, option, consolidation, sub-division or otherwise to or in respect of the Shares or such other securities) (the "**Collateral**").

Notes:

A. Restrictions on Dealing

The Obligor agrees and covenants throughout the continuance of the Security Interest Agreement:

1. not to assign or otherwise create any security interest, charge, lien, right of set off or other encumbrance affecting the Collateral without the prior written consent of the Secured Party;
2. not to sell, transfer or otherwise dispose of all or any part of the benefit of the Obligor's interest in the Collateral or to agree to do the same without the prior written consent of the Secured Party.

B. Definitions

In this Form M395:

"Debenture" means the debenture between Sackville Property Investments Limited (1), GPF Investment Company Limited (2), the companies listed in Schedule 1 of the Debenture (3) and the Bank (4);

"Default Rate" means such interest default rate as shall be determined in accordance with the provisions of clause 7.1 of the Facility Agreement;

"Duty of Care Agreement" has the meaning given in the Facility Agreement;

"Facility Agreement" means the facility agreement between Sackville Property Investments Limited (1) GPF Investment Company Limited (as borrower) (2) GPF Investment Company Limited, Sackville Property Investments Limited and the other companies listed in Schedule 1 thereof (3) and the Bank (4);

"Finance Documents" means the Facility Agreement, the Security Documents, any Duty of Care Agreement, the Hedging Agreement (other than for the purposes of Clauses 14.4 (*Increased Costs*), 15.3 (*Set-off and counterclaim*) and 16 (*Indemnities*) of the Facility Agreement) and any other document designated as such by Sackville Property Investments Limited and

the Bank and any document referred to in the Facility Agreement or in the Security Documents or in any other document so designated;

“Hedging Agreement” has the meaning given in the Facility Agreement;

“Obligor (as such term is defined in the Facility Agreement)” means Sackville Property Investments Limited, GPF Investment Company Limited, any of the companies listed in Schedule 1 thereof, Sackville Properties (UK) plc, and any other person who enters into a Security Document in favour of the Bank, or any of them;

“Shares” means the 95 ordinary A voting shares of £1.00 each, the 5 ordinary B voting shares of £1.00 each and the 4,641 redeemable preference shares of £1.00 each in the capital of GPF Investment Company Limited which are issued to and registered in the name of the Obligor.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05332194

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY INTEREST AGREEMENT DATED THE 22nd MARCH 2005 AND CREATED BY SACKVILLE PROPERTY INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY ALL AND ANY OF THE OBLIGORS TO LLOYDS TSB BANK PLC (THE "SECURED PARTY") 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 MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th APRIL 2005.

PDM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES