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COMPANIES FORM No. 395

105456/13

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.

CHFP131

Pursuant to section 395 of the Companies Act 1985

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

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

For official use Company number

4

05340823

Name of company

*insert full name of Company

KANDAHAR (CATERHAM) No. 1 LIMITED ("Nominee")

Date of creation of the charge

5 July 2007

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

Security Interest Agreement ("agreement")

Amount secured by the mortgage or charge

All present or future obligations and liabilities (whether actual or contingent, joint or several or as principal, surety or in any other capacity) of the Debtors to the Finance Parties pursuant to the Finance Documents (to which it is a party) and/or this agreement

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

The Governor and Company of the Bank of Scotland ("Bank")
21-23 Hill Street
London

Postcode W1J 5JW

Presentor's name address and reference (if any)

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London
Tel 020 7760 1000
Apro B0702 33 [5727191 1]

Time critical reference

For official Use
Mortgage Section

TUESDAY



LD6

L3N14RIP

24/07/2007

417

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheet

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black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

A fee is payable
to Companies
House in respect
of each register
entry for a
mortgage or
charge
(see Note 5)

Signed Berwin Leighton Partners LLP Date 12 July 2007

On behalf of ~~(company)~~ {mortgagee/chargee}¹

¹delete 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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to Companies House.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

CHFP131

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

05340823

* delete if
inappropriate

Name of Company

KANDAHAR (CATERHAM) No. 1 LIMITED

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

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

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

Please complete
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in black type, or
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Clause 2 of the agreement provides:

2 Creation of Security Interest

2 1 As a continuing security for the payment, performance and discharge of the Secured Obligations, so that the Bank shall have a first priority security interest in the Collateral pursuant to the Law, each Debtor hereby

(a) assigns, transfers and otherwise makes over to the Bank or its nominee title to the Collateral,

(b) agrees that, to the extent that the Debtors shall not have assigned, transferred or otherwise made over to the Bank or its nominee or perfected in favour of the Bank or its nominee, title to any Securities, the Bank or its nominee shall have possession of the certificates of title thereto

2 2 Each Debtor hereby agrees that the security interests created by clause 2 1 may exist concurrently

2 3 The creation of the security interests pursuant to clause 2 1 is in addition to, and shall not affect, the Bank's other rights under or pursuant to this agreement

Clause 1 of the agreement provides:

1 Definitions and Interpretation

1 1 In this agreement, the following words and expressions shall, except where the context otherwise requires, have the following meanings

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in London and Jersey,

"Collateral" means the Securities and the Related Rights,

"Events of Default" means any of the events or circumstances specified in clause 7,

"Extraordinary Resolution" shall have the same meaning given to such term in the Trust Instrument,

"Facility Agreement" shall have the meaning given to it in recital (A),

"Finance Documents" shall have the meaning given to it in the Facility Agreement,

"Interest Period" shall have the meaning given to it in the Facility Agreement,

"Law" means the Security Interests (Jersey) Law 1983,

"Permitted Security" shall have the meaning given to it in the Facility Agreement,

"Related Rights" means all rights of the Debtors derived from or connected to the Securities including, without limitation, any rights to receive additional securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, distribution, income or otherwise),

/...See continuation sheet 2

Please complete
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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably in
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block lettering

Company Number

05340823

Name of Company

* delete if
inappropriate

KANDAHAR (CATERHAM) No. 1 LIMITED

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

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

"Secured Obligations" means all present or future obligations and liabilities (whether actual or contingent, joint or several or as principal, surety or in any other capacity) of the Debtors to the Finance Parties pursuant to the Finance Documents (to which it is a party) and/or this agreement,

"Securities" means the securities specified in schedule 1 or any additional or replacement units in the Unit Trust registered in the name of the Debtors from time to time,

"Security" shall have the meaning given to it in the Facility Agreement,

"Security Period" means the period commencing on the date hereof and ending on the date upon which the Bank shall acting reasonably have determined that all of the Secured Obligations have been irrevocably paid, performed and/or discharged in full,

"Trust Instrument" means the instrument of trust executed by the Trustee on 1 June 2005 constituting the Unit Trust,

"Trustee" means Caterham Trustee Limited of Whiteley Chambers, Don Street, St Helier Jersey,

"Unit Trust" means the Church Walk Unit Trust as constituted in accordance with the Trust Instrument,

"Unitholder" means a holder of units in the Unit Trust as entered on the Register (as defined in the Trust Instrument),

"Units" means units of the Unit Trust issued in accordance with the terms of the Trust Instrument,

"Utilisation Date" shall have the meaning given to it in the Facility Agreement, and

"Utilisation Request" shall have the meaning given to it in the Facility Agreement

NOTE: Clause 4 of the agreement includes:

4 Covenants

The Owner covenants and undertakes to the Bank, so that the same shall be continuing covenants and undertakings throughout the Security Period, that

- (g) it shall not and shall procure that the Nominee shall not, save with the prior written consent of the Bank
- (i) in any way, except as set out in this agreement, sell or otherwise dispose of or create any Security over the Collateral or any part thereof or agree to any extent to sell, dispose of or encumber the Collateral or any part thereof,
- (ii) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Collateral or any part thereof, or
- (iii) terminate or amend or agree or permit any termination or amendment of the Unit Trust or the Trust Instrument or enter into any agreement or arrangement inconsistent with the Unit Trust or Trust Instrument

NOTE: Clause 5 of the agreement provides:

5 Lien

Without affecting, and in addition to, the grant of security interest and other rights hereunder, each Debtor hereby agrees that the Bank shall, for so long as any amount remains outstanding under or in respect of the Secured Obligations, have a lien over the Securities

/ . See continuation sheet 3

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Particulars of a mortgage or charge (continued)

Please do not write
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company Number

05340823

Name of Company

KANDAHAR (CATERHAM) No. 1 LIMITED

* delete if
inappropriate

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

Please complete
legibly, preferably in
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NOTE: The parties to the agreement are expressed to be:

- (1) **KANDAHAR (CATERHAM) No. 1 LIMITED**, a company incorporated under the laws of England and Wales having its registered office at Nuffield House, 41-46 Piccadilly, London W1J 0DS (the "**Nominee**"),
- (2) **KANDAHAR (CATERHAM) LIMITED**, a company incorporated under the laws of England and Wales having its registered office at Nuffield House, 41-46 Piccadilly, London W1J 0DS (the "**Owner**" together with the Nominee the "**Debtors**"), and
- (3) **THE GOVERNOR AND COMPANY OF BANK OF SCOTLAND** in its capacity as security trustee for the Finance Parties (as defined in the Facility Agreement) (the "**Bank**")

Schedule 1

The Securities

One (1) fully paid Unit in the Unit Trust

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05340823

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY INTEREST AGREEMENT DATED THE 5th JULY 2007 AND CREATED BY KANDAHAR (CATERHAM) NO 1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE DEBTORS TO 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 24th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JULY 2007

Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES