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COMPANIES FORM No. 395 ~~1~~ (C0040004)

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.

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



5367537

Name of company

* Sackville Properties (UK) PLC (the "Chargor")

Date of creation of the charge

22 March 2005

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

Third Party Charge Over Shares (the "Charge")

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 "Bank"), 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

0221
29/03/05

Please return via

CH London Counter

Short particulars of all the property mortgaged or charged

See Rider 2

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 CMS Cameron McKenna Date 24/03/05

On behalf of ~~XXXXXX~~ [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 PROPERTIES (UK) PLC
COMPANY NO: 5367537

Rider 1

Amount secured by the mortgage or charge

1. All indebtedness and monies and all liabilities whatsoever, in whatever currency denominated, whether actual or contingent, present or future, of the Debtor to the Bank under or in connection with any of the Finance Documents whether on any current or other account (whether alone or jointly and whether as principal or surety and whether then or thereafter due, owing or incurred).
2. All costs (including legal costs), charges, expenses and damages sustained or incurred by the Bank in connection with the enforcement, defence or protection of the security constituted by the Charge or the pursuit of any rights therein contained or under or in connection with any of the Finance Documents, the Charge, the Securities or any calls or other payments relating to Securities in each case on a full indemnity basis.
3. Interest on and in respect of any amounts due under the foregoing from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Chargor or the Debtor) at such rate or rates as may from time to time be payable or deemed to be payable by the Debtor and compounded (whether before or after demand or judgment) in accordance with the Facility Agreement and, in the case of any sum payable under Clause 3.1.2 of the Charge (referred to in paragraph 2 above) at the rate of 1 per cent per annum over the Bank's Base Rate from time to time,

PROVIDED THAT in relation to such costs, charges, expenses, and damages and other sums as are mentioned in Clause 3.1.2 of the Charge (referred to in paragraph 2 above) interest shall accrue and be payable as from the date on which the same are paid by the Bank, as therein mentioned without the necessity for any demand being made for payment thereof.

COMPANY: SACKVILLE PROPERTIES (UK) PLC
COMPANY NO: 5367537

Rider 2

1. The shares in the company listed in the Schedule to the Charge (referred to in Note B below).
2. All dividends, which shall include any credits, rebates or refunds in respect of any taxes, duties, imposts or charges imposed upon the same at any time and from time to time, interest or other distributions (whether in cash in specie or of a capital or income nature) which were then or may thereafter be declared, made, paid or payable on or by reference to all securities referred to in Clause 2.1.1 of the Charge (and referred to in paragraph 1 above).
3. All accretions, allotments, offers, rights, benefits, moneys, securities, property or other advantages accruing, issued or offered in respect of or deriving from any of the securities referred to in Clause 2.1.1 of the Charge (and referred to in paragraph 1 above) at any time, whether by way of reorganisation, merger, amalgamation, reconstruction, rights, bonus, capitalisation of loan, profits or reserves, substitution, conversion, exchange, preference, pre-emption, option, redemption or otherwise howsoever,

PROVIDED THAT no covenant to pay on the part of the Chargor shall be implied in the Charge and the Bank agreed that its recourse shall be limited to the Securities and that it shall have no further recourse against the Chargor under the Charge.

Notes:

A. Restrictions on Dealing

1. The Chargor covenanted with the Bank that during the continuance of the security the Chargor will at all times not, otherwise than in accordance with the Charge (without the prior consent in writing of the Bank):
 - (a) permit any person other than the Chargor, the Bank or its nominee to be registered as holder of the Securities or any part thereof; or
 - (b) create or purport to create or permit to subsist any Security Interest (other than in favour of the Bank) on or over the Securities or any part thereof or interest therein or right in respect thereof or enter into any agreement to grant or create such a Security Interest; or
 - (c) sell, transfer or otherwise dispose of the Securities or any part thereof or interest therein or right in respect thereof or attempt or agree so to do.

B. Specific Shares Charged

The shares specified in the Schedule of the Charge are:

Name of company	Class of shares	Number of shares held	Registered holder
Sackville Property Investments Limited (05332194)	Ordinary	2 shares of £1.00 each	Sackville Properties (UK) plc

C. 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);

"Debtor" means GPF Investment Company Limited;

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

"Facility Agreement" means the facility agreement dated on or about the date of the Charge 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;

"Securities" shall include all the shares, stocks, securities, documents, instruments, rights, benefits, accretions, moneys, advantages and property referred to in Clause 2.1 (*Security*) of the Charge (and referred to in paragraphs 1 to 3 of Rider 1 above) and any other shares, stocks, securities or property for the time being or at any time representing the same or acquired in respect thereof together with all accretions;

"Security Document" has the meaning given in the Facility Agreement;

"Security Interest" means any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement, contractual arrangement having the effect of security, conditional sale or other title retention agreement or other security interest whatsoever, howsoever created or arising.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05367537

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THIRD PARTY CHARGE OVER SHARES DATED THE 22nd MARCH 2005 AND CREATED BY SACKVILLE PROPERTIES (UK) PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF THE DEBTOR TO LLOYDS TSB BANK PLC 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.

P DMU



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES