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CHFP041

COMPANIES FORM No. 395

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.

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

3

05367537

Name of company

*Sackville Properties Limited (the "Chargor")

NOW KNOWN AS CARISBROOK PROPERTIES LIMITED

Date of creation of the charge

31 October 2006

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

Guarantee and Debenture (the "Debenture")

Amount secured by the mortgage or charge

The Secured Liabilities.

See Paper Apart 1 for definitions.

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

Anglo Irish Bank Corporation plc, Stephen Court, 18/21 St Stephen's Green, Dublin 2 for itself and the Secured Parties (the "Security Trustee").

Postcode

Presenter's name, address and
reference (if any):

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

Time critical reference

PW/DO/CLP/ANG013.0030

For official use (02/2006)
Mortgage Sect



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Short particulars of all the property mortgaged or charged

See Paper Apart 2.

Please do not
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Please complete
legibly, preferably
in black type or
bold block
lettering

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

+ Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

Nil.

Signed

Date

8/11/06

On behalf of ~~[company]~~ [mortgagee/chargee] +

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 £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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.

This is Paper Apart 1 referred to in the foregoing Form 395 relative to a Guarantee and Debenture between the Chargor and others, Carisbrooke Anglo Ventures Limited and Anglo Irish Bank Corporation plc for itself and as Security Trustee for the Secured Parties dated 31 October 2006.

In this Form 395 the following terms shall have the following meanings:

Acquisition means the acquisition of the Target Shares made pursuant to the Acquisition Documents.

Acquisition Agreement means the share sale agreement dated on or around the date of the Facility A Agreement relating to the sale and purchase of the Target Shares made and made between the Borrower and the Vendors.

Acquisition Documents means the Acquisition Agreement, the Tax Deed, the Disclosure Letter and any other document designated as such by the Lender and the Borrower.

Additional Guarantor means a Subsidiary of the Borrower which becomes an Additional Guarantor in accordance with Clause 23 (*Changes to the Obligors*) of the Facility A Agreement.

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Agreement for Lease means an agreement to grant an Occupational Lease in respect of a Property;

Asset Management Agreement means the agreement between the Company and the Asset Manager in agreed form and dated the same date as the Debenture.

Asset Manager means Carisbrooke Asset Management Limited Liability Partnership (registered number OC323454) or such other Asset Manager as approved by the Lender acting reasonably.

Borrower means the Company.

Charged Investments of each Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and

- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights.

Charged Shares means the shares specified in Part II (*Charged Shares*) of Schedule 2 to the Debenture as set out at Paper Apart 4 hereto.

Company means Carisbrooke Anglo Ventures Limited (Registered No. 05932210).

Completion means the completion of the Acquisition in accordance with the Acquisition Documents.

Construction Documents means those deeds and documents brief particulars of which are contained in Part III of Schedule 2 to the Debenture.

Delegate means any delegate, attorney or co-trustee appointed by the Lender under a Transaction Security Document;

Deposit Account means the deposit account or deposit accounts referred to in Clause 20.11.1 of each of the Facility A Agreement and the Facility B Agreement.

Disclosure Letter means the disclosure letter dated on or around the date of the Facility A Agreement from the Vendors to the Borrower.

Event of Default means any event or circumstance specified as such in Clause 21 (*Events of Default*) of the Facility A Agreement.

Facility A means the term loan made available under the Facility A Agreement as described in clause 2 of the Facility A Agreement.

Facility A Agreement means the facility A agreement among the Company and Anglo Irish Bank Corporation PLC as Lender in respect of a term loan facility of up to £135,000,000 dated on or around the date of the Debenture as amended, varied, supplemented, assigned, restated or novated from time to time.

Facility A Lender means Anglo Irish Banking Corporation plc as lender under the Facility A Agreement.

Facility Agreements means the Facility A Agreement, the Facility B Agreement and each other facility agreement entered into between a Chargor and the Lender from time to time and "**Facility Agreement**" means any of them.

Facility B Agreement means the facility B agreement among the Company and Anglo Irish Bank Corporation PLC as Lender in respect of a term loan facility of up to £17,500,000 dated on or around

the date of the Debenture as amended, varied, supplemented, assigned, restated or novated from time to time.

Facility B Lender means Anglo Irish Banking Corporation plc as lender under the Facility B Agreement.

Finance Documents means each Facility Agreement, the documents defined as "Finance Documents" under each Facility Agreement and the Loan Stock Instrument.

Fixtures means in relation to any freehold or leasehold property charged by or pursuant to the Debenture all fixtures and fittings (including trade fixtures and fittings other than occupational tenants' fixtures and fittings) and fixed plant and machinery from time to time thereon, the property wherein is vested in any Chargor.

General Account means the general account or general accounts referred to in Clause 21.11.1 of each of the Facility A Agreement and the Facility B Agreement.

Guarantor means an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 23 (*Changes to the Obligors*) of the Facility A Agreement.

Head Lease means any lease constituting the leasehold interest under which any Obligor holds title to any Property.

Hedge Counterparty means the Lender or an Affiliate of the Lender which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

Hedging Agreement means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facility A pursuant to Clause 4.3 (*Conditions Subsequent*) of the Facility A Agreement.

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

Income Reserve Account means the Income Reserve Account referred to in Clause 20.11.3 of each of the Facility A Agreement and the Facility B Agreement.

Insurances means all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of any Chargor or (to the extent of any Chargor's interest) in which any Chargor has an interest.

Intercreditor Agreement means the intercreditor agreement dated on or around the date of Completion and made between amongst others the Company and other Obligors, Anglo Irish Bank

Corporation plc as Facility A Lender, Facility B Lender and Security Trustee and the Loan Stock Holders as acceded to, amended, supplemented, varied, restated, novated or replaced from time to time.

Intellectual Property means all know-how, patents, trade marks, service marks, designs, utility models, business names, domain names, topographical or similar rights, copyrights (including rights in computer software), moral rights, inventions, confidential information and other intellectual property monopoly rights and all interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same).

Intra-Group Loan Agreements means:

- (i) the loan agreement between (1) Carisbrooke Anglo Ventures Limited as Lender and (2) Sackville Properties Limited, GPF Investment Company Limited and Sackville Central Holdings Limited as Borrowers dated on or around the date of the Facility A Agreement in respect of a loan facility of up to £151,818,192 in aggregate.
- (ii) the loan agreement between (1) each of the Obligors in its capacity as Lender and (2) each of the Obligors in its capacity as Borrower dated on or around the date of the Facility A Agreement in respect of a loan facility of up to £250,000,000 in aggregate; and
- (iii) the loan agreements each dated 5 August 2005 between: (1) Sackville Central Holdings Limited and Sackville Properties (Basingstoke) Limited; (2) Sackville Central Holdings Limited and Countryroad Investments Limited; (3) Sackville Central Holdings Limited and Sackville Central Investments Limited; (4) Sackville Central Holdings Limited and Sackville Properties (Barry) Limited; and (5) Sackville Central Holdings Limited and Sackville Nursing Homes Limited.

Lease Documents means:

- (a) an Agreement for Lease; or
- (b) an Occupational Lease.

Lender means Anglo Irish Bank Corporation plc having its head office at Stephen Court, 18/21 St Stephens Green, Dublin 2 and its permitted successors and assigns.

Loan Stock means any loan stock of the Borrower issued under or pursuant to the Loan Stock Instrument.

Loan Stock Holders means (i) Anglo Irish Property Investors Limited; (ii) Carisbrooke Arkle LLP (OC323453); and (iii) each other person who becomes a holder of any Loan Stock from time to time in accordance with the terms of the Loan Stock Instrument and the Intercreditor Agreement.

Loan Stock Instrument means the written instrument of the Borrower constituting £20,451,000 Subordinated Secured Loan Stock.

Managing Agent Agreement means the agreement between the Asset Manager and Workman & Partners in agreed form and dated the same date as the Debenture.

Obligor means a Borrower or a Guarantor.

Occupational Leases means any present or future lease, occupational lease, underlease, sub-lease, licence, concession, tenancy or right to occupy in each case howsoever described whether on a fixed term or periodic basis governing the use or occupation of any freehold, heritable or leasehold property or any part of it and includes any Agreement for Lease.

Property means each property listed in Part I of Schedule 2 to the Debenture, as set out in Paper Apart 3 hereto, and any other estate and/or interest in freehold, leasehold and other immovable property anywhere in the world belonging to a Chargor or in which any Chargor has an interest from time to time (in each case including all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) and "**Properties**" shall be construed accordingly;

Receiver means a receiver and manager other receiver or administrative receiver appointed in respect of the Security Assets.

Related Rights means:

- (a) any dividend or interest paid or payable in relation to any of the Charged Shares and/or Charged Investments;
- (b) any stock, shares, securities, rights, moneys or property accruing or offered at any time, (whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any of the Charged Shares and/or Charged Investments or in substitution or exchange for or otherwise derived from any of the Charged Shares and/or Charged Investments; and
- (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above.

Rental Income means the aggregate of all amounts paid or payable to or for the benefit of any Chargor in connection with the letting, use or occupation of all or any party of a Property including:

- (a) rents, licence fees and equivalent amounts in respect of a Property;
- (b) any amount paid from any deposit held as security for the performance of any tenant's obligations under any Lease Document;
- (c) any premium paid on the grant of any Lease Document;
- (d) any other moneys paid or payable in respect of loss of rent in respect of all or any part of a Property;
- (e) any insurance proceeds in respect of loss of rent in respect of all or any part of a Property;
- (f) any amount paid in respect of the grant, surrender or variation of any Lease Document;
- (g) any amount paid in respect of a breach of covenant under any Lease Document and any related costs and expenses;
- (h) any amount equal to any apportionment of rent allowed in favour of any Obligor under a contract for the purchase of any Property;
- (i) Service Charge Proceeds;
- (j) any amount paid by a guarantor in respect of any item set out in paragraphs (a) to (i) above; and
- (k) any interest or damages or compensation in respect of any item set out in paragraphs (a) to (j) above; and
- (l) any VAT on any amount set out in paragraphs (a) to (l) above;
- (m) any amount withdrawn from the Income Reserve Account as permitted by Clause 20.14.4. of each of the Facility A Agreement and the Facility B Agreement and any equivalent clause in any other Facility Agreement.

Secured Liabilities means all the present and future obligations and liabilities of each Chargor from time to time:

- (i) to the Security Trustee and/or each of the Secured Parties (except the Loan Stock Holders) whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify the Security Trustee and each of the other Secured Parties and all interest, costs and expenses and so that such interest shall be computed and compounded as well after as before any demand made or judgment obtained under or in relation to the Debenture (except the Loan Stock Holders); and

- (ii) to the Loan Stock Holders under Loan Stock Instrument whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify the Loan Stock Holders (to the extent expressly contained in the Loan Stock Instrument) including, for the avoidance of doubt, any liability arising from any and all amendments, supplements or restatements of the Loan Stock Instrument from time to time including (without limitation) any and all increases in the Loan Stock from time to time.

Secured Parties means the Lender, the Hedge Counterparty, any Receiver or Delegate and the Loan Stock Holders.

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

Security Assets means all assets, rights and property of each Chargor the subject of any security created pursuant to a Transaction Security Document or intended to be created thereby.

Service Charge Proceeds means such amount of Rental Income as constitutes:

- (a) *any sum paid or payable by a tenant or other occupier of any property to reimburse expenses incurred in the management, maintenance and repair of, or the provision of services specified in any Lease Document in respect of, a Property;*
- (b) *any sum paid or payable by a tenant or other occupier of the Property for a breach of covenant under any Occupational Lease in respect of the items specified in paragraph (a) above and any related costs and expenses;*
- (c) *any contribution to a sinking fund paid or payable by a tenant of a Property;*
- (d) *any contribution to insurance premium;*
- (e) *any contribution to the cost of an insurance valuation;*
- (f) *any rent due under a Head Lease; and*
- (g) *any withholding or deduction on account of Tax or any VAT on any Rental Income falling within paragraphs (a) to (f) above.*

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985 and/or a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

Target Shares means the entire issued share capital of Sackville Properties Limited (a company incorporated in England with registered number 5367537).

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Tax Deed means the tax deed dated on or around the date hereof between the Vendors and the Borrower.

Transaction Security Documents means each of the documents specified in paragraph 4 of Schedule 2 of each Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security in favour of the Lender in relation to the obligations of the Obligors under the Finance Documents.

Vendors means Michael Ernest Bracken, Jonathan Philip Homan, Robert John Madejski OBE DL and Nigel Howe.

This is Paper Apart 2 referred to in the foregoing Form 395 relative to a Guarantee and Debenture between the Chargor and others, Carisbrooke Anglo Ventures Limited and Anglo Irish Bank Corporation plc for itself and as Security Trustee for the Secured Parties dated 31 October 2006.

1. FIXED CHARGES

- 1.1 Each Chargor with full title guarantee, charges in favour of the Security Trustee as security for the payment of all Secured Liabilities (whether of that or any other Chargor) by way of first legal mortgage, all of the legal and beneficial interest it has in and to the Property or Properties listed opposite its name in the table set out in Part I of Schedule 2 to the Debenture;
- 1.2 Each Chargor, as security for the payment of all Secured Liabilities (whether of that or any other Chargor) with full title guarantee charges in favour of the Security Trustee by way of first fixed charge:
 - 1.2.1 (to the extent the same are not the subject of an effective mortgage under Clause 4.4 of the Debenture as set out at paragraph 1.1 of this paper apart) all other properties now belonging to it and acquired by it in the future;
 - 1.2.2 all plant and machinery (not charged by Clause 4.1 or 4.2.1 of the Debenture as set out at paragraphs 1.1 and 1.2.1 (respectively) of this paper apart) now or in the future owned by it, its interest in any such plant or machinery in its possession and all contracts, licences and warranties relating to the same;
 - 1.2.3 the Charged Shares held now or in the future by it and/or any nominee on its behalf together with all Related Rights;
 - 1.2.4 (to the extent the same are not charged by Clause 4.2.3 of the Debenture as set out at paragraph 1.2.3 above) the Charged Investments, held now or in the future by it and/or any nominee on its behalf together with all Related Rights.
 - 1.2.5 all moneys (including interest) standing now or in the future to the credit of any bank account held by it with any bank, financial institution or other person and all rights in relation thereto and all debts represented thereby;
 - 1.2.6 to the extent they are not subject to an effective assignment under Clause 4.3 (*Assignments*) of the Debenture as set out at paragraph 1.3 below all benefits in respect of Insurances, all claims in (and proceeds thereof) respect thereof and return of premiums in respect thereof to which such Chargor is now or may at any future time become entitled;

- 1.2.7 (to the extent that the same do not fall within any other sub-paragraph of Clause 4.2 of the Debenture as set out at paragraph 1.2 above) all book and other debts and other moneys due, owing, payable or incurred to it now or at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by them in relation to the foregoing including, for the avoidance of doubt, in each case the proceeds of the same, all liens, reservations of title, and other rights enabling such Chargor to enforce such debts;
- 1.2.8 its present and future beneficial interest, claim or entitlement in any pension fund;
- 1.2.9 its present and future goodwill;
- 1.2.10 the benefit of all present and future licences (statutory or otherwise) held or to be held in connection with its business or the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- 1.2.11 its present and future uncalled capital;
- 1.2.12 all its Intellectual Property;
- 1.2.13 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture as set out at paragraph 1.3 below) all its rights under the Acquisition Agreement;
- 1.2.14 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture as set out at paragraph 1.3 below) all its rights under the Asset Management Agreement;
- 1.2.15 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture as set out at paragraph 1.3 below) all its rights under the Occupational Leases;
- 1.2.16 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture as set out at paragraph 1.3 below) all its rights under the Hedging Agreements;
- 1.2.17 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture as set out at paragraph 1.3 below) all its rights under the Managing Agent Agreement;

- 1.2.18 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture as set out at paragraph 1.3 below) all its rights under the Construction Documents;
 - 1.2.19 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture as set out at paragraph 1.3 below) all of its right, title and interest in and to the Deposit Account and all sums from time to time standing to the credit of the Deposit Account including all entitlements to interest and other rights and benefits accruing to or arising in connection with the Deposit Account and the debts represented thereby;
 - 1.2.20 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture as set out at paragraph 1.3 below) all of its right, title and interest in and to the General Account and all sums from time to time standing to the credit of the General Account including all entitlements to interest and other rights and benefits accruing to or arising in connection with the General Account and the debts represented thereby;
 - 1.2.21 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture as set out at paragraph 1.3 below) all of its right, title and interest in and to the Income Reserve Account and all sums from time to time standing to the credit of the Income Reserve Account including all entitlements to interest and other rights and benefits accruing to or arising in connection with the Income Reserve Account and the debts represented thereby; and
 - 1.2.22 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture as set out at paragraph 1.3 below) all of its right, title and interest in and to each Intra-Group Loan Agreement and the debts represented thereby.
- 1.3 Each Chargor assigns to the Security Trustee:
- 1.3.1 all Rental Income (exclusive of VAT);
 - 1.3.2 all its rights under the Occupational Leases;
 - 1.3.3 all its rights under the Hedging Agreements;
 - 1.3.4 all its rights under the Acquisition Agreement; and
 - 1.3.5 all its rights under the Asset Management Agreement;
 - 1.3.6 all its rights under the Managing Agent Agreement;

- 1.3.7 all its rights under the Construction Documents;
 - 1.3.8 all its rights under the Insurances;
 - 1.3.9 all of its right, title and interest in and to the Deposit Account and all sums from time to time standing to the credit of the Deposit Account including all entitlements to interest and other rights and benefits accruing to or arising in connection with the Deposit Account and the debts represented thereby;
 - 1.3.10 all of its right, title and interest in and to the General Account and all sums from time to time standing to the credit of the General Account including all entitlements to interest and other rights and benefits accruing to or arising in connection with the General Account and the debts represented thereby;
 - 1.3.11 all of its right, title and interest in and to the Income Reserve Account and all sums from time to time standing to the credit of the Income Reserve Account including all entitlements to interest and other rights and benefits accruing to or arising in connection with the Income Reverse Account and the debts represented thereby; and
 - 1.3.12 all of its rights under each Intra-Group Loan Agreement and the debts represented thereby.
- 1.4 A reference in the Debenture to a charge or mortgage of any freehold or leasehold property (including, for the avoidance of doubt, but without prejudice to the foregoing generality, the Properties) includes:
- 1.4.1 all buildings and Fixtures on that property;
 - 1.4.2 the proceeds of sale of any part of that property; and
 - 1.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2. **FLOATING CHARGE**

- 2.1 Each Chargor with full title guarantee, as security for the payment of the Secured Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee by way of a first floating charge (i) all its assets situated outside Scotland or governed by a body of law other than Scots law and not otherwise effectively charged or assigned by way of fixed mortgage or charge or assignment by Clause 4.2 (*Fixed Charges*) of the Debenture or by a

separate security agreement, and (ii) all its assets situated in Scotland or otherwise governed by Scots law.

- 2.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as amended by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Deed.

3. **NEGATIVE PLEDGE**

- 3.1 No Chargor shall otherwise than as permitted by Clause 20.3 or Clause 20.4 of each of the Facility A Agreement and the Facility B Agreement and any equivalent clauses in any other Facility Agreement:

3.1.1 create or permit to subsist any Security over all or any part of the Security Assets;

3.1.2 part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets.

This is Paper Apart 3 referred to in the foregoing Form 395 relative to a Guarantee and Debenture between the Chargor and others, Carisbrooke Anglo Ventures Limited and Anglo Irish Bank Corporation plc for itself and as Security Trustee for the Secured Parties dated 31 October 2006.

**SCHEDULE
THE PROPERTY**

Title Number	Registered Proprietor	Freehold/Leasehold	Property description
HP556026	Sackville Central Investments Limited	Freehold	Aldwych House, 20 Winchester Street, Andover SP10 2EA
WA455888 and WA636740	Sackville Properties (Barry) Limited	Freehold	The Job Centre, Holton Road and adjoining land (formerly known as Tivoli Bingo Club), Barry
WA636559	Sackville Properties (Barry) Limited	Freehold	Land at Castle Street (Job Centre, Castle Street, Caerphilly, Mid Glamorgan CF83 1PD)
AV214089	Sackville Central Investments Limited	Leasehold	Unit 9, York Court, Wilder Street, Bristol BS2 8QH
EX572037	Sackville Central Investments Limited	Freehold	Land and buildings on the South Side of Luckyn Lane, PIPPS Industrial Area, Basildon SS14 3EH
MS392956	Sackville Central Investments Limited	Leasehold	St Peters House, Balliol Road, Bootle L20 3JZ
WA279469, WA666756, WA652202, WA319965	GPF Investment Company Limited	Freehold	Landore Court 45-53 (odd numbers) Charles Street, Cardiff CF10 2GD
EX501006	Sackville Central Investments Limited	Freehold	Elizabeth House, 26 and 28 Baddow Road, Chelmsford CM2 0DG

Title Number	Registered Proprietor	Freehold/Leasehold	Property description
AV227629	Sackville Central Investments Limited	Freehold	Land and buildings on the south east side of Tweed Road, Tweed Road Industrial Estate, Clevedon, North Somerset
LA682895	Sackville Central Investments Limited	Freehold	165-169 Victoria Road West, Thornton Cleveleys, Nr Blackpool, Lancashire FY5 3LB
NGL139363	Countryroad Investments Limited	Freehold	Cresta House, 125-133 Finchley Road, London NW3
EX352938 (freehold) and EX593986 (leasehold)	Sackville Central Investments Limited	Part Freehold and part Leasehold	Ground Floor Library Extension and Rileys Snooker Centre, Cross Street, Harlow, Essex, CM20 1HA
HD229186 and HD287966	GPF Hemel Hempstead (No.1) Limited and GPF Hemel Hempstead (No.2) Limited as legal owner and GPF Investment Company Limited (Co. Regn. No. 83798 (Jersey)) as beneficial owner	Freehold	Bryanston Court, Selden Hill, Hemel Hempstead, Herts
BM202556	GPF High Wycombe (No.1) Limited and GPF High Wycombe (No.2) Limited as legal owner and GPF Investment Company Limited as beneficial owner	Leasehold	Sword House, Totteridge Road, High Wycombe, Bucks
HD286554	Sackville Central Investments Limited	Leasehold	Land and buildings on the south side of Essex Road, Hoddesdon, Herts

Title Number	Registered Proprietor	Freehold/Leasehold	Property description
LL11953 and LL37533	GPF Lincoln (No.1) Limited and GPF Lincoln (No.2) Limited as legal owner and GPF Investment Company Limited as beneficial owner	Freehold	Land on north side of Brayford Wharf, Lincoln known as Mill House (Block A) and Viking House (Blocks B and C) Brayford Wharf North Lincoln together with vacant land known as Block D
LN41081	Sackville Central Investments Limited	Freehold	25 and 26 Lime Street, London EC3M 7HR
BD45493 (freehold) and unregistered leasehold (held under a lease dated 8 April 2003 made between Britannia Parking Limited (1) and Rotch Investments (Luton) Limited (2))	Sackville Central Investments Limited	Part Freehold and part Leasehold	Wesley House, Chapel Street, Luton and 41 parking spaces at Multi-Storey Car Park at Regent Street, Luton, Bedfordshire
DU164644	Sackville Central Investments Limited	Freehold	Unit 3 and 3A Clifford Centre, Clifford Road, Stanley, County Durham
SGL140741	Sackville Central Investments Limited	Freehold	Unecol House, 819 to 831 (odd numbers), London Road, North Cheam, Surrey
GM917960	Sackville Properties (Basingstoke) Limited	Leasehold	M60 Superbranch, Agecroft Commerce Park, Swinton, Salford, Greater Manchester
HP623007	Sackville Properties (Basingstoke) Limited	Leasehold	Prelude House, Hampshire International Business Park, Crockford Lane, Chineham, Basingstoke,

Title Number	Registered Proprietor	Freehold/Leasehold	Property description
			Hampshire
K775527	Sackville Central Investments Limited	Leasehold	Phase I New Road Industrial Estate, New Road, Sheerness
K775526	Sackville Central Investments Limited	Leasehold	Phase II New Road Industrial Estate, New Road, Sheerness
CE149775	Sackville Central Investments Limited	Freehold	Dutton Forshaw Car Showrooms, Concorde Way, Preston Farm, Stockton on Tees, TS18 3RB
SF327167	Sackville Central Investments Limited	Freehold	25 Albion Street, Hanley, Stoke on Trent ST1 1QF
TGL141440	Sackville Central Investments Limited	Freehold	Units 8, 9 and E and Unit C, Broomsleigh Business Park, Worsley Bridge Road, Sydenham, Lewisham
SY624753 and SY637181	GPF Woking (No.1) Limited and GPF Woking (No.2) Limited as legal owner and GPF Investment Company Limited as beneficial owner	Freehold	Albion House, Commercial Road, Woking, Surrey
DY265402	Sackville Nursing Homes Limited	Freehold	Millfield Nursing and Residential Home, Cedar Park Drive, Bolsover, Nr Chesterfield, Derbyshire
GM736247	Sackville Nursing Homes Limited	Freehold	Langfield Nursing Homes, Wood Street, Langley, Rochdale, Lancashire M24 5QH

Title Number	Registered Proprietor	Freehold/Leasehold	Property description
WYK552988	Sackville Nursing Homes Limited	Freehold	Acre Green Nursing Home, Acre Close, Middleton, Leeds LS10 4HX
WYK587012	Sackville Nursing Homes Limited	Freehold	Hopton Court, Hopton Mews, Armley, Leeds, LS12 3HH
DY248023	Sackville Nursing Homes Limited	Freehold	The Grange Nursing and Residential Home, Field Drive, Shirebrook, Mansfield NG20 8BS
SGL571094 and SGL597690	Sackville Central Investments Limited	Freehold	Car Park at the back of Heather Court, Maidstone Road, Sidcup, Kent

This is Paper Apart 4 referred to in the foregoing Form 395 relative to a Guarantee and Debenture between the Chargor and others, Carisbrooke Anglo Ventures Limited and Anglo Irish Bank Corporation plc for itself and as Security Trustee for the Secured Parties dated 31 October 2006.

**SCHEDULE
THE CHARGED SHARES**

500,000 ordinary shares of £1 each in the share capital of Sackville Properties Limited (Company Number 05367537)

2 ordinary shares of £1 each in the share capital of Sackville Property Investments Limited (Company Number 05332194)

2 ordinary shares of £1 each in the share capital of Sackville Central Holdings Limited (Company Number 05467450)

2 ordinary shares of £1 each in the share capital of Sackville Central Investments Limited (Company Number 05500721)

2 ordinary shares of £1 each in the share capital of Sackville Properties (Barry) Limited (Company Number 05491233)

2 ordinary shares of £1 each in the share capital of Sackville Properties (Basingstoke) Limited (Company Number 05491230)

2 ordinary shares of £1 each in the share capital of Sackville Nursing Homes Limited (Company Number 05491228)

4 ordinary shares of \$1 each in the share capital of Countryroad Investments Limited (Company Number 47163) a company incorporated in the Cayman Islands

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 GUARANTEE & DEBENTURE DATED THE 31st OCTOBER 2006 AND CREATED BY CARISBROOKE PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO ANGLO IRISH BANK CORPORATION PLC FOR ITSELF AND THE SECURED PARTIES (SECURITY TRUSTEE) AND/OR EACH OF THE SECURED 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 9th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th NOVEMBER 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES