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COMPANIES FORM No. 395

A1CW0004001071213

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.

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

[4][][][]

05456406

Name of company

* Sun CP Newtopco Limited

Date of creation of the charge

14 December 2006

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

Intercreditor Deed dated 14 December 2006 (the "Intercreditor Deed") between the Company and Capita Trust Company Limited as security trustee for the Secured Creditors (the "Security Trustee") and others

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by any Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under each of the Finance Documents except for any obligation or liability which, if it were so included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law (the "Secured Obligations").

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

Capita Trust Company Limited
7th Floor Phoenix House
18 King William Street

Postcode EC4N 7HE

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

For official Use (06/2005)
Mortgage Section

LD3
COMPANIES HOUSE



LF8FCLQA 294
28/12/2006

Time critical reference

Short particulars of all the property mortgaged or charged

See attached Schedule.

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)

Signed Outford Chance LLP

Date 22 December 2006

On behalf of ~~XXXXXX XXXXXX~~ [chargee] † Capita Trust Company Limited

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

Notes

† delete as
appropriate

- 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 must 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 dated 22 December 2006
for Sun CP Newtopco Limited (registered in England and Wales number 05456406)

1. SECURITY

The Company as an Unsecured Creditor under the Intercreditor Deed has undertaken to the Instructing Agent that, if:

1.1.1 an Obligor (or in certain insolvency events, a liquidator or any other person) makes any payment in cash or in kind on account of, or for the purchase or other acquisition of, all or any part of the Unsecured Debt; or

1.1.2 the Company receives all or any amount in cash or in kind of the Unsecured Debt:

(a) subject to Clause 7.5 (*Netting*) of the Intercreditor Deed in respect of a Hedge Counterparty, by way of payment, repayment, prepayment, set-off, netting or in any other manner; or

(b) on account of the enforcement of any Security Document or payment under any guarantee for any of the Secured Debt,

in each case, in contravention of Clause 4 (*Ranking*) or Clause 6 (*Undertakings*) of the Intercreditor Deed, the Company shall:

(i) (if it actually receives the amount discharged or purported to be discharged) hold the same on trust for the Instructing Agent or the Security Trustee (as applicable) and promptly pay the same to (before the taking of any Enforcement Action) the Instructing Agent or, thereafter, to the Security Trustee, in each case for application in accordance with the Intercreditor Deed; and

(ii) (if it does not for any reason actually receive the amount discharged or purported to be discharged) promptly pay an amount equal to that amount so discharged or purported to be discharged to (before the taking of any Enforcement Action) the Instructing Agent or, thereafter, to the Security Trustee, in each case for application in accordance with the Intercreditor Deed.

2. DEFINED TERMS

2.1 In this form 395 the following terms have the following meanings:

"**Enforcement Action**" means to:

(a) demand payment of the Secured Debt or any part of it pursuant to Clause 23.18 (*Acceleration*) of the Facility Agreement;

(b) accelerate the Secured Debt or the Unsecured Debt or any part of them;

- (c) declare the Secured Debt or the Unsecured Debt or any part of them due and payable prior to their stated maturity;
- (d) enforce the Secured Debt or the Unsecured Debt or any part of them by way of attachment, set-off, execution or otherwise;
- (e) crystallise, or require the Security Trustee to crystallise, any floating charge in the Finance Documents;
- (f) enforce any Security Document by sale, possession, appointment of a receiver, administrator or otherwise;
- (g) initiate or take any procedure or step or support the taking of any procedure or step, or give any notice, in relation to:
 - (iii) insolvency, winding up or appointment of a liquidator, reorganisation, administration, or appointment of an administrator, or dissolution proceedings;
 - (iv) any voluntary arrangement, scheme of arrangement, composition or assignment for the benefit of creditors; or
 - (v) any analogous procedure or step,
 in respect of an Obligor, whether by petition, convening a meeting, voting for a resolution or otherwise; or
- (h) take any other step, or exercise any right, in relation to the recovery of the Secured Debt or the Unsecured Debt or any part of them.

"Facility Agreement" means the secured facilities agreement dated 8 December 2006 for the Borrowers arranged by the Arrangers (each as defined therein).

"Finance Document" means each of:

- (a) the Facility Agreement;
- (b) each Security Document;
- (c) each Transfer Certificate;
- (d) each Fee Letter;
- (e) each Securitisation Fee Letter;
- (f) each Hedge Document;
- (g) each Utilisation Request;
- (h) the Intercreditor Deed;
- (i) each Margin Letter;

- (j) each Accession Letter; and
- (k) any document designated as such in accordance with the Facility Agreement.

"Finance Party" means each Agent, each Arranger, the Security Trustee, each Hedge Counterparty, the Bookrunner and each Lender (each as defined in the Facility Agreement).

"Hedge Counterparty" means The Royal Bank of Scotland PLC and Merrill Lynch International Bank Limited and any person appointed as a Hedge Counterparty in accordance with the terms of the Facility Agreement.

"Instructing Agent" means Capmark Services Ireland Limited.

"Obligor" means each of the Borrowers and the Guarantors (each as further defined in the Facility Agreement).

"Secured Debt" means the Tranche A Debt, the Tranche B Debt, the Tranche C Debt and the Junior Hedging Debt.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by any Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under each of the Finance Documents except for any obligation or liability which, if it were so included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law.

"Security" means a mortgage, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into to create or confer security over any asset.

"Security Document" means:

- (a) each Debenture;
- (b) each Legal Charge;
- (c) the Jersey Security Document;
- (d) any Securitisation Floating Charge Debenture;
- (e) any other document entered into by an Obligor evidencing or creating Security to secure any Secured Obligation; and
- (f) any other document designated as such in accordance with the Facility Agreement.

"Tranche A Debt" means all Secured Obligations payable or owing by an Obligor to the Tranche A Secured Creditors.

"Tranche A Secured Creditor" means each of the Security Trustee, the Tranche A Lenders, the Tranche A Agent, each Arranger and each Senior Hedge Counterparty (each as further defined in the Facility Agreement).

"Tranche B Debt" means all Secured Obligations payable or owing by an Obligor to the Tranche B Secured Creditors.

"Tranche B Secured Creditor" means each of the Tranche B Lenders and the Tranche B Agent (each as further defined in the Facility Agreement).

"Tranche C Debt" means all Secured Obligations payable or owing by an Obligor to the Tranche C Secured Creditors.

"Tranche C Secured Creditor" means each of the Tranche C Lenders and the Tranche C Agent (each as further defined in the Facility Agreement).

"Unsecured Creditor" means each of the Shareholders and the Obligors (each as defined in the Facility Agreement).

"Unsecured Debt" means all present and future liabilities and obligations at any time of any Obligor to any Unsecured Creditor, actual or contingent, and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for damages or restitution; and
- (c) any claim as a result of any recovery by any Obligor of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

2.2 Terms defined elsewhere

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Facility Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05456406

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN INTERCREDITOR DEED DATED THE 14th DECEMBER 2006 AND CREATED BY SUN CP NEWTOPCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES (OR ANY OF THEM) 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 28th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2007.

A handwritten signature in black ink, appearing to be 'JL' or similar, located in the lower left quadrant of the page.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES