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in black type or
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* Insert full name
of company

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

		4
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05467450

Name of company

"Carisbrooke Central Limited (the "Company")"

Date of creation of the charge

3 December 2008

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

Guarantee and Debenture (the "Charge")

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, having its head office at Stephen Court, 18/21 St
Stephens Green, Dublin 2, Ireland, for itself and as security trustee for the Secured

Parties (the "Security Trustee").

Postcode Dublin 2

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

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

Time critical reference

ADB/DOR/CLP/ANG013.0046

For official use (02/2006)
Mortgage Section

Post room

WEDNESDAY



SQ7R75QI

SCT

17/12/2008

1917

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Paper Apart 2.

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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)

Signed

David M. C. W.

Date

17 December 2009

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 applicable to the foregoing Form 395 relative to a Guarantee and Debenture dated 3 December 2008 by, amongst others, Carisbrooke Central Limited in favour of Anglo Irish Bank Corporation PLC.

1. Definitions

Acquisition Agreement means the share sale agreement dated 31 October 2006 relating to the sale and purchase of the Target Shares and made between the (1) Company and (2) Michael Ernest Bracken, Jonathan Philip Homan, Robert John Madejski OBE DL and Nigel Howe;

Affiliate means "Affiliate" as defined in the Facility A Agreement;

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 dated 31 October 2006 as such agreement is amended from time to time in accordance with the provisions of the Facility Agreements;

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

Bank Accounts means the Deposit Account, the Senior B Interest Payment Account, the Disposal Reserve Account, the Income Reserve Account and the General Account.

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 of the Charge (as set out paper apart 4 hereto);

Chargor means the Company, each of the entities listed at Schedule 1 of the Charge and each person who becomes a party to the Charge by executing a Deed of Accession.

Construction Documents means those deeds and documents brief particulars of which are contained in Part III of Schedule 2 of the Charge as set out at paper apart 5 hereto;

Deed of Accession means a deed of accession substantially in the form set out in Schedule 6 of the Charge pursuant to which a Subsidiary accedes to the Charge as a Chargor;

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;

Disposal Reserves Account means the disposal reserves account designated as the "Disposal Reserve Account" referred to at Clause 20.11.4 of each of the Facility A Agreement and the Facility B Agreement;

Event of Default means an "Event of Default" as defined in each Facility Agreement;

Facility A means the "Facility" as defined in the Facility A Agreement.

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

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 31 October 2006 as amended, varied, supplemented, assigned, restated or novated from time to time;

Facility B Agreement means the facility b agreement among the Company and the Anglo Irish Bank Corporation PLC as Lender in respect of a term loan facility of up to £17,500,000 dated 31 October 2006 as amended, varied, supplemented, assigned, restated, or novated from time to time;

Fixtures means in relation to any freehold or leasehold property charged by or pursuant to this Deed 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;

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;

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;

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);

Intercreditor Agreement means the intercreditor agreement to be dated 31 October 2006 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;

Intra-Group Loan Agreements has the meaning given to it in the Facility A Agreement and the Facility B Agreement;

Lease Documents means the "Lease Documents" as defined in the Facility A Agreement;

Lender means Anglo Irish Bank 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 dated 31 October 2006;

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 of the Charge (as set out at 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 part 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 (k) 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 Charge (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.

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;

Security Interest means all or any of the Security created or expressed to be created by or pursuant to this Deed;

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

Security Trustee means Anglo Irish Bank Corporation PLC having its head office at Stephen Court, 18/21 St Stephens Green, Dublin 2;

Senior B Interest Payment Account means the blocked account designated as the "Senior B Interest Payment Account" referred to at Clause 20.11.5 of the Facility B Agreement;

Service Charge Proceeds means the "Service Charge Proceeds" as defined in the Facility A Agreement;

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

Transaction Security Documents means the documents designated as "Transaction Security Documents" under each Facility Agreement.

This is Paper Apart 2 applicable to the foregoing Form 395 relative to a Guarantee and Debenture dated 3 December 2008 by, amongst others, Carisbrooke Central Limited in favour of Anglo Irish Bank Corporation PLC.

Short Particulars

1. FIXED CHARGES

- 1.1 The Company 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 (as set out in paper apart 3 hereto);
- 1.2 The Company, 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 4.1 of the Charge (as set out in paragraph 1 above)) 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 Charge (as set out at paragraphs 1.1 and 1.2.1 of this paper apart 2 respectively) 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 1.2.3 of the Charge 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 Charge (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 the Company 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 Charge (as set out in this paragraph 1.2) 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 the Company 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 Charge (as set out in 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 Charge (as set out in 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 Charge (as set out in 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 Charge (as set out in 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 Charge (as set out in 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 Charge (as set out in 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 Charge (as set out in paragraph 1.3 below)) all of its right, title and interest in and to each Bank Account and all sums from time to time standing to the credit of each Bank Account including all entitlements to interest and other rights and benefits accruing to or arising in connection with each Bank 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 Charge (as set out in 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 As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns absolutely, subject to a proviso for re-assignment on redemption:
- 1.3.1 all its rights in respect of 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 each Bank Account and all sums from time to time standing to the credit of each Bank Account including all

entitlements to interest and other rights and benefits accruing to or arising in connection with each Bank Account and the debts represented thereby; and

1.3.10 all of its rights under each Intra-Group Loan Agreement and the debts represented thereby.

1.4 A reference in the Charge 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 The Company 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 3.10 (*Fixed Charges*) of the Charge or by a separate security agreement, and (ii) all its assets situated in Scotland or otherwise governed by Scots law.

2.2 The Company shall not 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:

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

2.2.2 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.

2.3 The Security Trustee may by notice to the Company convert the floating charge hereby created into a fixed charges over any Security Assets (other than in respect of any of the Security Assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant

to Section 72 of the Insolvency Act 1986 by reason of such conversion) specified (generally or specifically) in the notice if: (i) an Event of Default has occurred; and/or (ii) any of the Secured Liabilities are due and payable but unpaid; and/or (iii) any assets specified in the notice are, in the reasonable opinion of the Security Trustee, in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise in jeopardy; and/or (iv) it considers it necessary to do so in order to protect or preserve the Security Interests over those Security Assets and/or the priority of those Security Interest.

- 2.4 The floating charge created by the Company shall, (other than in respect of any of the Security Assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of any automatic conversion) in addition to the circumstances in which the same will occur under general law, automatically be converted into a fixed charge:

2.4.1 in relation to any Security Asset which is subject to a floating charge if:

- (a) any person takes any steps to effect any expropriation, attachment, sequestration, distress or execution against that Security Asset; and/or;

2.4.2 over all the Security Assets if:

- (a) a meeting of any Chargor is convened for the purpose of considering any resolution for (or to petition for) its winding-up or for its administration or any such resolution is passed; or
- (b) any person presents a petition for the administration or winding-up or bankruptcy of any Chargor and such petition is not discharged or struck out within 14 days; or
- (c) any person takes any steps to effect any expropriation, attachment, sequestration, distress or execution against any of those Security Assets having an aggregate value of £100,000; or
- (d) an administrator is appointed or the Security Trustee receives notice of any intention to appoint an administrator; or
- (e) if there occurs in relation to any Chargor any of its assets in any country or territory in which it is incorporated or carries on business

or to the jurisdiction of whose courts it or any of its assets is subject any event which corresponds in that country, territory or jurisdiction with any of those mentioned in clauses 2.4.2(a) to (d) inclusive.

2.5 A floating charge created under the Charge will not be converted to a fixed charge solely by reason of:

2.5.1 obtaining a moratorium; or

2.5.2 anything done with a view to obtaining a moratorium,
under section 1A of the Insolvency Act 1986.

2.6 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 the Charge.

See Paper Apart 1 for definitions.

This is Paper Apart 3 applicable to the foregoing Form 395 relative to a Guarantee and Debenture dated 3 December 2008 by, amongst others, Carisbrooke Central Limited in favour of Anglo Irish Bank Corporation PLC.

THE PROPERTY

Title Number	Registered Proprietor	Freehold/Leasehold	Property description
MS392956	Carisbrooke 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
LA682895	Carisbrooke 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)	Carisbrooke Central Investments Limited	Part Freehold and part Leasehold	Ground Floor Library Extension and Rileys Snooker Centre, Cross Street, Harlow, Essex, CM20 1HA
BM202556	GPF Investment Company Limited	Leasehold	Sword House, Totteridge Road, High Wycombe, Bucks
HD286554	Carisbrooke Central Investments Limited	Leasehold	Land and buildings on the south side of Essex Road, Hoddesdon, Herts
LL11953 and LL37533	GPF Investment Company Limited	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	Carisbrooke Lime Street Limited	Freehold	25 and 26 Lime Street, London EC3M 7HR
NGL536167	Carisbrooke Lime Street Limited	Leasehold	25 and 26 Lime Street, London EC3Y 7HR

Title Number	Registered Proprietor	Freehold/Leasehold	Property description
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))	Carisbrooke 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
K775527	Carisbrooke Central Investments Limited	Leasehold	Phase I New Road Industrial Estate, New Road, Sheerness
K775526	Carisbrooke Central Investments Limited	Leasehold	Phase II New Road Industrial Estate, New Road, Sheerness
CE149775	Carisbrooke Central Investments Limited	Freehold	Dutton Forshaw Car Showrooms, Concorde Way, Preston Farm, Stockton on Tees, TS18 3RB
SY624753 and SY637181	GPF Investment Company Limited	Freehold	Albion House, Commercial Road, Woking, Surrey
SGL571094 and SGL597690	Carisbrooke Central Investments Limited	Freehold	Car Park at the back of Heather Court, Maidstone Road, Sidcup, Kent

This is Paper Apart 4 applicable to the foregoing Form 395 relative to a Guarantee and Debenture dated 3 December 2008 by, amongst others, Carisbrooke Central Limited in favour of Anglo Irish Bank Corporation PLC.

THE CHARGED SHARES

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

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

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

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

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

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

This is Paper Apart 5 applicable to the foregoing Form 395 relative to a Guarantee and Debenture dated 3 December 2008 by, amongst others, Carisbrooke Central Limited in favour of Anglo Irish Bank Corporation PLC.

CONSTRUCTION DOCUMENTS

	Date	Document	Parties
1.	23 September 2005	Deed of Assignment	(1) Gamecrown Limited (2) Carisbrooke Central Investments Limited (formerly known as Sackville Central Investments Limited)
2.	10 February 2003	Warranty	(1) GPF Investment Company Limited (2) Baker Interiors Limited
3.	23 April 2001	JCT Contract	(1) Alpreit IV LP (2) Wright's Construction (Lincoln) Limited
4.	26 April 2001	JCT Contract	(1) Alpreit IV LP (2) Wright's Construction (Lincoln) Limited
5.	7 February 2005	Warranty	(1) GPF Investment Company Limited (2) Monk Dunstone Associates Limited
6.	26 April 2001	Parent Company Guarantee	(1) Simons Group Limited (2) Alpreit IV Limited and Alpreit IV Nominees Limited
7.	19 July 2001	Employer/Sub-contractor Agreement	(1) Alpreit IV Limited and Alpreit IV Nominees Limited (2) GPM Meridian Limited
8.	22 December 2000	Consultant's Appointment	(1) Alpreit IV Limited and Alpreit IV Nominees Limited (2) MDA Group
9.	14 October 2002	Deed of Assignment of Parent Company Guarantee	(1) Alpreit IV Limited and Alpreit IV Nominees Limited (2) GPF Investment Company Limited
10.	14 October 2002	Deed of Assignment of Agreement for Lease	(1) Alpreit IV Limited and Alpreit IV Nominees Limited (2) GPF Investment Company

			Limited
11.	14 October 2002	Deed of Assignment of Construction Documentation	(1) Alpreit IV Limited and Alpreit IV Nominees Limited (2) GPF Investment Company Limited
12.	16 October 2002	Warranty	(1) GPF Investment Company Limited (2) Monk Dunstone Associates Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5467450
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 3 DECEMBER 2008 AND CREATED BY CARISBROOKE
CENTRAL LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE EACH CHARGOR TO ANGLO IRISH
BANK CORPORATION PLC FOR ITSELF AND AS SECURITY
TRUSTEE FOR THE SECURED PARTIES (THE SECURITY
TRUSTEE) AND/OR EACH OF THE SECURED PARTIES AND THE
LOAN STOCK HOLDERS 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 17 DECEMBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES