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COMPANIES FORM No. 395

090764/13

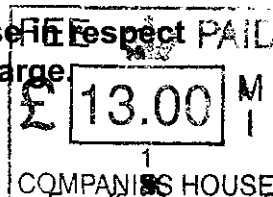
Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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



For official use - Company number

13

5616415

Name of company

* Castlegate House GP Limited acting in its own capacity (the "Company")

Date of creation of the charge

21 April 2006

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

A supplemental debenture dated 21 April (the "Supplemental Debenture") made between (1) the Company (2) Castlegate House GP Limited in its capacity as general partner of Castlegate House Limited Partnership (3) Castlegate Nominee No 1 Limited (4) Castlegate Nominee No 2 Limited (each a "Chargor" and together the "Chargors") (5) Westdeutsche ImmobilienBank as agent (the "Agent") and security trustee (the "Security Trustee") for the Finance Parties (as defined below).

Amount secured by the mortgage or charge

All obligations and liabilities from the date of the Supplemental Debenture and thereafter (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargors or any of them to the Finance Parties of any nature whatsoever together with all costs, charges and expenses on a full indemnity basis incurred by the Finance Parties in the protection, preservation and enforcement of its rights in relation thereto (the "Secured Liabilities").

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

Westdeutsche ImmobilienBank of Woolgate Exchange, 25 Basinghall Street, London as arranger, Agent and Security Trustee for the Banks (each as defined in the Credit Agreement (as defined below)) (the "Finance Parties")

Postcode EC2V 5HA

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

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London
EC4R 9HA
TBOY/W1104/14/5160591

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



1. Each Chargor, with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities:

1.1 charged in favour of the Security Trustee, for the benefit of the Finance Parties, by way of first legal mortgage, ^{being} all its estates or interests in the Redcastle Property (as defined below) and any rights under any licence or other agreement or document which gives it a right to use or occupy such property together with the benefit of all easements and other rights now or from time to time benefiting the same and all Fixtures (as defined below) and buildings thereon, the proceeds of sale of all or any part thereof (including all VAT on or in respect of the same and all deposits whether or not the same are forfeited) and the benefit of any covenants for title given or entered into by any predecessor in title of it and any moneys paid or payable in respect of such covenants; and

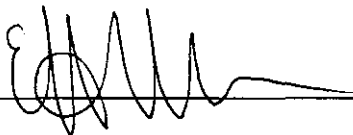
1.2 assigned to the Security Trustee, for the benefit of the Finance Parties, by way of first ranking absolute assignment (in each case subject to the proviso contained in Clause 3.2 of the Supplemental Debenture all its right, title, benefit and interest in and to:

Please see addendum 4

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

3-5-06

On behalf of [company] [mortgagee/chargee] †

Please do not write in this margin

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

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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* Castlegate House GP Limited acting in its own capacity (the "Company")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

(a) all Rental Income (as defined below) in respect of the Redcastle Property (including all rights to demand the same, all proceeds thereof and the debts represented thereby and the benefit of all covenants, guarantees, rental deposits and other security whatsoever (real or personal) in favour of any Chargor, or of which any Chargor has the benefit, in relation thereto);

(b) all Insurances relating to the Redcastle Property including, without limitation, policy number 24171356 CHC with Norwich Union Insurance Limited;

(c) all and any covenants and agreements (whether or not of a personal nature) pursuant to the Assigned Lease Documents in respect of the Redcastle Property and all and any guarantees or security provided under or pursuant to the Assigned Lease Documents (as defined below) in respect of the Redcastle Property (whether given to it or any predecessor in title); and

(d) all causes of action (including for breach of representation or warranty) which any Chargor has or may have in relation to the Charged Assets (as defined below).

For the purpose of this form, the following expressions will have the following meanings:

"Assigned Lease Documents" means each and all of the agreements for leases, underleases, licences and other occupational interests to which the Redcastle Property (or part thereof) is subject now or at any time (including but not limited to the the Lease dated 28 February 1990 between Earlsquire Limited and Burton Group Properties Limited);

"Charged Assets" means, subject as provided in the Supplemental Debenture, all or any part of the property, assets and undertaking of each Chargor expressed to be the subject of any Security Interest intended to be created by or pursuant to the Supplemental Debenture;

"Credit Agreement" means the credit agreement dated 20 January 2006 between the Chargors and the Finance Parties as amended by the amendment and restatement agreement dated 21 April 2006 and as further amended from time to time;

"Fixtures" means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in or on the

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Redcastle Property, all as from time to time owned by any Chargor;

"Insurances" means all contracts and policies of insurance of whatever nature (including for the avoidance of doubt all cover notes) from time to time taken out by or on behalf of any Chargor or (to the extent of such interest or benefit) in which any Chargor has an interest or benefit, together with any proceeds of claims, any returns and refunds of premiums and all rights to demand the same and the debts represented thereby;

"Premises" means all buildings and erections for the time being comprised within the definition of "Charged Assets";

"Redcastle Property" means the property specified in Schedule 1 (set out below);

"Rental Income" means all amounts payable to or for the benefit or account of any Chargor in connection with the letting of all or any part of the Premises and Redcastle Property, including (without duplication) each of the following amounts:

(a) rent (and any amount equivalent to rent) payable whether it is variable or not and however or whenever it is described, reserved or made payable and, for the avoidance of doubt, references in this definition to "rent" include any payment or portion thereof attributable to service charges, insurance premiums, maintenance, management, headlease rentals, VAT, or otherwise howsoever;

(b) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927;

(c) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954;

(d) any other moneys payable in respect of occupation and/or usage, on licence or otherwise, of (i) the Premises and/or Fixtures; and (ii) any Fixtures for display or advertisement;

(e) any mesne profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;

(f) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon, awarded or agreed to be payable as a result of any proceedings taken, or claim made, for the same, net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, any Chargor from any party) in furtherance of such proceedings so taken or claim so made;

(g) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon, net of any costs, fees and expenses paid (and which have not been reimbursed to or recovered by, and which are not reimbursable to, or recoverable by, any Chargor from any party) in furtherance of any claims made under such policy;

(h) any amount payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any lease or occupancy agreement;

(i) any interest payable on any amount referred to above and any damages, compensation or settlement payable in respect of the same; and

(j) VAT;

"Security Interest" means (a) any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, security assignation, security trust or security interest and (b) any other agreement or arrangement entered into to create or confer security over any asset.

Schedule 1

Redcastle Property

Company number

5616415

Name of company

*insert full name
of Company

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The freehold property known as 20-22 Haymarket and 4-12 Dixon Lane, Sheffield, South Yorkshire S1 2AX registered at the Land Registry under freehold Title Number SYK440529.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05616415

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 21st APRIL 2006 AND CREATED BY CASTLEGATE HOUSE GP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS OR ANY OF THEM TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th MAY 2006.

13/05/06



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES