

# M

## 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.

CHFP025

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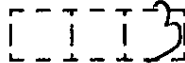
Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05702761

Name of company

\* Sentrum Limited (the "Chargor")

Date of creation of the charge

21 December 2007

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

Second Deed of Variation between, amongst others, the Chargor and Investec Bank (UK) Limited (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) or the Chargor to the Bank including but not limited to under each or any of the Transaction Documents, in each case together with

(a) all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its rights under any Transaction Document, and

(b) all monies, obligations and liabilities now or at any time in the future due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Transaction Documents or the obligations or liabilities imposed under such document or otherwise on any account, whether actual or contingent and whether as principal or surety, together with all interest, charges, costs and expenses (the "Secured Sums")

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

Investec Bank (UK) Limited ("The Bank")  
2 Gresham Street, London, United Kingdom

Postcode EC2V 7QP

Presenter's name address and reference (if any)

Fried Frank Harris Shriver &  
99 City Road  
LONDON  
EC1Y 1AX

For official Use (C)  
Mortgage Section

WEDNESDAY



\*LTRCAW7U\*

LD5

09/01/2008

216

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please 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

*Fred Frank*

Date

*2/1/08*

On behalf of ~~XXXXXXXX XXXXXXXX~~ [chargee] †

*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**.

## APPENDIX I TO FORM 395

### Short Particulars of all the property assigned and/or charged

#### 1 INTRODUCTION

- (A) Pursuant to the Facility Agreement, the Bank provided credit facilities of £59,750,000 to SL
- (B) By the Debenture, SL, SSL and SHL granted security (including a fixed charge over the Croydon Property) in favour of the Bank as security for all the Chargors' (as defined therein) obligations from time to time under the Facility Agreement and related documentation
- (C) By the Guarantee and Indemnity, SHL provided a guarantee in favour of the Bank for all SL's obligations from time to time outstanding, including, under the Facility Agreement and related documentation
- (D) By the Deed of Priority the Bank consented to the creation and existence of security created by SL in favour of SHL as the Second Lender (as defined therein), and the Bank and SHL agreed that security created by SL in favour of the Bank shall at all times rank prior to security created by SL in favour of SHL
- (E) By the SHL Charge Over Shares, SHL charged in favour of the Bank as security for all obligations owing by the borrower from time to time under the Facility Agreement, all shares of SSL and SL
- (F) By the ATCL Charge Over Shares ATCL charged to the Bank as security its interest in the shares of SHL for SL's liabilities from time to time outstanding to the Bank
- (G) By the First Deed of Variation, the terms of a Debenture and Facility Agreement relating to the Croydon Property were varied
- (H) The Deed is supplemental to the Documents and is intended to take effect as a deed notwithstanding the fact that a party may only execute this document under hand

#### 2 FACILITY AGREEMENT

##### 2.1 The Facility Agreement shall be varied as follows

- (a) the following definition of Bridge Towers Facility Letter shall be inserted in the Facility Agreement

*““Bridge Towers Facility Letter” means the facility letter dated 21 December 2007 between Investec as lender (1) and Bridge Towers Holdings No 1 Limited as borrower (2) and each other entity therein named as obligor or guarantor (3) relating to a term loan facility of up to \$141,083,325 (US Dollars) ”*

- (b) the following definition of Bridge Towers Holdings No 1 Limited shall be inserted in the Facility Agreement

*““Bridge Towers Holdings No 1 Limited” means Bridge Towers Holdings No 1 Limited (registered number 121122C), a company incorporated in the Isle of Man whose registered office is at Bridge House, Bridge Street, Castletown, Isle of Man, IM9 1AX, and whose address for service in England and Wales is C/O Bridgehouse Partners LLP, 4th Floor, Mitre House, Regent Street, London, W1B 4JN ”*

- (c) the following definition of Bridge Transaction Documents shall be inserted in the Facility Agreement

*“**Bridge Transaction Documents**” has the meaning given to it in the Bridge Towers Facility Letter ”*

- (d) the following event of default shall be inserted at the end of Schedule 7 (Events of Default) of the Facility Agreement

*“26 (i) Any party under the Bridge Transaction Documents (other than the Bank) commits a breach of or fails to comply with any covenant, undertaking or obligation owed by it thereunder, in each case, which is material (in the reasonable and proper opinion of the Bank) or (ii) the Bank declares all or part of the Bridge Facility, as defined in the Bridge Towers Facility Letter, due and payable prior to the last day of the Term (as defined in the Bridge Towers Facility Letter) or (iii) the occurrence of any Event of Default (as defined in the Bridge Towers Facility Letter) ”*

- (e) the definition of Disposal in the Facility Agreement shall be deleted and replaced with the following definition of Disposal

*“**Disposal**” means (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) a sale, lease, transfer, parting with control of, sharing possession of, dealing with (including but not limited to by way of a declaration of trust) or otherwise disposal of any assets (including but not limited to shares or a controlling interest in any other entity), or the entry into any agreement or the grant of any option for any such sale, transfer disposal or dealing, or the grant of any tenancy licence, lease or other right of occupation, or the floatation or initial private offering of any company, other than a Permitted Disposal ’*

- (f) the definition of Permitted Disposal in the Facility Agreement shall be deleted and replaced with the following definition of Permitted Disposal

*“**Permitted Disposal**” means only with the prior written consent of the Bank a Permitted Sentrum Disposal ”*

- (g) the following definition of Permitted Sentrum Disposal shall be inserted at the end of Schedule 8 (Definitions and Interpretation) of the Facility Agreement

*“**Permitted Sentrum Disposal**” means (i) the flotation or initial private offering of any Sentrum Limited or Sentrum Holdings Limited or (ii) any Permitted Disposal of the Property (or any part or parts thereof) or any shares or controlling interest in Sentrum Limited or Sentrum Holdings Limited (of any part or parts thereof) by way of a sale, disposal or lease, in each case, at not less than the then open market value and on arm’s length terms provided that the Borrower has obtained a valuation of the Property (or the relevant part thereof) or Sentrum Limited or Sentrum Holdings Limited (as the case may be) (with a copy to the Bank) dated not earlier than three months prior to the proposed Permitted Disposal*

- (h) in the definition of Net Sale Proceeds in Schedule 12 (Additional Interest Provisions) of the Facility Agreement references to “sale or disposal of the Property” shall be deleted and replaced with references to “a Permitted Disposal” and after the word “fees” (line 2) the word “taxes,” shall be inserted

- (i) in the definition of Property Operating Costs in Schedule 12 (Additional Interest Provisions) of the Facility Agreement the words “including without limitation” shall be inserted after the words “all irrecoverable costs” (first line)

- (j) in clause 3 1 1 of Schedule 12 (Additional Interest Provisions) of the Facility Agreement reference to "the sale or disposal of any of the Property" shall be deleted and replaced with reference to "*a Permitted Disposal*"
- (k) in clause 3 1 3 of Schedule 12 (Additional Interest Provisions) of the Facility Agreement reference to "all of the Property whether sold or disposed of" shall be deleted and replaced with reference to "*a Permitted Disposal whether*"
- (l) in clause 3 1 3 of Schedule 12 (Additional Interest Provisions) of the Facility Agreement reference to "any part or parts or the whole of the Property" shall be deleted and replaced with reference to "*a Permitted Disposal*"
- (m) in clause 3 2 of Schedule 12 (Additional Interest Provisions) of the Facility Agreement the words "*or any earlier date upon which the Facilities become payable in full hereunder*" shall be inserted after the words "*Final Repayment Date*"
- (n) The following clause shall be inserted into Schedule 12 (Additional Interest Provisions) of the Facility Agreement as a new clause 7

**"7 Continuation of Additional Interest Fees**

*For the avoidance of doubt, this agreement shall not terminate and shall continue to subsist until such time as there is a Permitted Sentrum Disposal or series of Permitted Sentrum Disposals in relation to (in aggregate, if necessary) the whole of the Property, and all Additional Interest Fees payable by the Borrower in respect thereof have been paid and discharged in full, notwithstanding any prior payment or repayment of all principal amounts (including capitalised interest thereon) outstanding hereunder "*

### **3 DEBENTURE**

3 1 The Debenture shall be varied as follows

- (a) the following definition of Bridge Towers Obligors shall be inserted in the Debenture  
  
***"Bridge Towers Obligors"*** means each Obligor as defined in the Bridge Towers Facility Letter"
- (b) the following definition of Bridge Towers Facility Letter shall be inserted in the Debenture  
  
***"Bridge Towers Facility Letter"*** means the facility letter dated 21 December 2007 between Investec as lender (1) and Bridge Towers Holdings No 1 Limited as borrower (2), and each other entity therein named as obligor or guarantor (3) relating to a term loan facility of up to \$141,083,325 (US Dollars) "
- (c) in the definition of Debenture in the Debenture, there shall be inserted after the words "*this Debenture*", the words "*as amended restated, supplemented or varied from time to time*"
- (d) in the definition of Secured Sums in the Debenture, there shall be inserted after the words "*Chargor to the Bank*" (line 2), the words "*and each Bridge Towers Obligor to the Bank*"
- (e) in the definition of Transaction Documents in the Debenture, there shall be inserted after the words "(as defined in the Facility Agreement)" (line 2) the words ", the Bridge Transaction Documents (as defined in the Bridge Towers Facility Letter),"

#### 4 GUARANTEE AND INDEMNITY

4.1 The Guarantee and Indemnity shall be varied as follows

- (a) the following definition of Bridge Towers Facility Letter shall be inserted in the Guarantee and Indemnity

*“**Bridge Towers Facility Letter**” means the facility letter dated 21 December 2007 between Investec as lender (1) and Bridge Towers Holdings No 1 Limited as borrower (2), and each other entity therein referred to as obligor and guarantor (3), relating to a term loan facility of up to \$141,083,325 (US Dollars) ”*

- (b) the following definition of Bridge Tower Obligors shall be inserted in the Guarantee and Indemnity

*“**Bridge Towers Obligors**” means each Obligor as defined in the Bridge Towers Facility Letter”*

- (c) the following definition of Bridge Towers Holdings No 1 Limited shall be inserted in the Guarantee and Indemnity

*“**Bridge Towers Holdings No 1 Limited**” means Bridge Towers Holdings No 1 Limited (registered number 121122C), a company incorporated in the Isle of Man whose registered office is at Bridge House, Bridge Street, Castletown, Isle of Man, IM9 1AX, and whose address for service in England and Wales is C/O Bridgehouse Partners LLP 4<sup>th</sup> Floor, Mitre House, Regent Street London, W1B 4JN ”*

- (d) the following definition of Bridge Transaction Documents shall be inserted in the Guarantee and Indemnity

*“**Bridge Transaction Documents**” has the meaning given to it in the Bridge Towers Facility Letter ”*

4.2 in the definition of Guaranteed Liabilities in the Guarantee and Indemnity there shall be inserted after the word “Borrower” (line 4), the words “and all monies, debts and liabilities of any nature from time to time due, owing or incurred by Bridge Tower Obligors to the Lender on any current or other account whatever under or in connection with any present or future banking or credit facilities provided by the Lender to Bridge Towers Holdings No 1 Limited including without limitation to the Bridge Transaction Documents”

#### 5 SHL CHARGE OVER SHARES

5.1 The SHL Charge Over Shares shall be varied as follows

- (a) the following definition of Bridge Towers Facility Letter shall be inserted in the SHL Charge Over Shares

*“**Bridge Towers Facility Letter**” means the facility letter dated 21 December 2007 between Investec as lender (1) and Bridge Towers Holdings No 1 Limited as borrower (2), and each other entity therein referred to as obligor and guarantor (3), relating to a term loan facility of up to \$141,083,325 (US Dollars) ”*

- (b) the following definition of Bridge Towers Holdings No 1 Limited shall be inserted in the SHL Charge Over Shares

*“**Bridge Towers Holdings No.1 Limited**” means Bridge Towers Holdings No 1 Limited (registered number 121122C) a company incorporated in the Isle of Man*

whose registered office is at Bridge House, Bridge Street, Castletown, Isle of Man, IM9 1AX, and whose address for service in England and Wales is C/O Bridgehouse Partners LLP, 4<sup>th</sup> Floor, Mitre House, Regent Street, London, W1B 4JN "

- (c) the following definition of Bridge Towers Obligors Limited shall be inserted in the SHL Charge Over Shares

*""Bridge Towers Obligors" has the meaning given to the term in the Bridge Towers Facility Letter,"*

- (d) the following definition of Bridge Transaction Documents shall be inserted in the SHL Charge Over Shares

*""Bridge Transaction Documents" has the meaning given to the term in the Bridge Towers Facility Letter,"*

- (e) in the definition of Secured Obligations in the Charge Over Shares there shall be inserted after the words "(a) and (b)" (line 8), the words "(d) all moneys, obligations and liabilities, present, future, actual or contingent, joint or several, payable by Bridge Towers Holdings No 1 Limited in any capacity whatsoever pursuant to or in connection with the Bridge Transaction Documents and (e) all moneys due, owing or incurred to the Bank by any of the Bridge Tower Obligors under or pursuant to the Bridge Transaction Documents (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise and (f) all interest accruing on (d) and (e)"

## 6 THE ATCL CHARGE OVER SHARES

### 6.1 The ATCL Charge Over Shares shall be varied as follows

- (a) the following definition of Bridge Towers Facility Letter shall be inserted in the Charge Over Shares

*""Bridge Towers Facility Letter" means the facility letter dated 21 December 2007 between Investec as lender (1) and Bridge Towers Holdings No 1 Limited as borrower (2), relating to a term loan facility of up to \$141,083,325 (US Dollars) "*

- (b) the following definition of Bridge Towers Holdings No 1 Limited shall be inserted in the Charge Over Shares

*""Bridge Towers Holdings No 1 Limited" means Bridge Towers Holdings No 1 Limited (registered number 121122C), a company incorporated in the Isle of Man whose registered office is at Bridge House, Bridge Street, Castletown, Isle of Man, IM9 1AX, and whose address for service in England and Wales is C/O Bridgehouse Partners LLP, 4<sup>th</sup> Floor, Mitre House, Regent Street, London, W1B 4JN "*

- (c) the following definition of Bridge Tower Obligors shall be inserted in the Charge Over Shares

*""Bridge Tower Obligors" has the meaning given to the term in the Bridge Towers Facility Letter,"*

- (d) the following definition of Bridge Transaction Documents shall be inserted in the Charge Over Shares

*“**Bridge Transaction Documents**” has the meaning given to the term in the Bridge Towers Facility Letter.”*

- (e) in the definition of Secured Obligations in the Charge Over Shares there shall be inserted after the words “(a) and (b)” (line 8), the words “(d) *all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Bridge Towers Obligor to the Bank including but not limited to under each or any of the Bridge Transaction Documents, in each case together with (i) all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its rights under any Bridge Transaction Document, and (ii) all monies, obligations and liabilities now or at any time in the future due, owing or incurred in respect of any variations or increases in the amount or composition of the facility provided under any Bridge Transaction Document or the obligations and liabilities imposed under such document or otherwise on any account, whether actual or contingent and whether as principal or surety, together with all interest, charges, costs and expenses*”

## **7. DEED OF PRIORITY**

7.1 The Deed of Priority shall be varied as follows

- (a) the following definition of Bank's Debts shall be inserted in the Deed of Priority

*“**Bank's Debts**” means all indebtedness of SHL SL and SSL and each of the Bridge Tower Obligors (as defined in the Bridge Facility Letter) to the Bank pursuant to the Transaction Documents (as defined in the Bridge Facility Letter)*



## APPENDIX II TO FORM 395

### Defined terms

**"ATCL"** means Atticus Trust Company Limited a company with registration number 41838, a company incorporated in Jersey whose registered office is at 12-14 David Place, St Helier, Jersey, British Channel Islands, JE2 4TD,

**"ATCL Charge Over Shares"** means the charge over shares dated 8 January 2007 between ATCL (1) and Investec Bank (UK) Limited (2),

**"Bridge Towers Holdings No 1 Limited"** (registered number 12112C), a company incorporated in the Isle of Man whose registered office is at Bridge House, Bridge Street, Castletown, Isle of Man, IM9 1AX, and whose address for service in England and Wales is C/O Bridgehouse Partners LLP, 4th Floor, Mitre House, Regent Street, London, W1B 4JN,

**"Croydon Property"** means the property known as leasehold premises at Unit B Prologis Park, Beddington Lane, Croydon, Surrey and registered at HM Land Registry with Title Number SGL675244 and all buildings thereto,

**"Debenture"** means the debenture dated 8 January 2007 between SL, SSL and SHL, in each case as chargors (1) and the Bank (2),

**"Deed of Priority"** means the deed of priority dated 8 January 2007 between amongst others the Bank (1) and SHL as second lender (2) and SL (3),

**"Documents"** means the ATCL Charge Over Shares, SHL Charge Over Shares Debenture, Facility Agreement and Guarantee and Indemnity,

**"Effective Date"** means 21 December 2007,

**"Facility Agreement"** means the facility agreement 8 January 2007 between the Bank as lender (1) and SL as borrower (2), and other entities therein named as an obligor and guarantor (3), relating to a term loan facility of up to £59,750,000 (pounds sterling),

**"First Deed of Variation"** means the variation of Debenture and Facility Agreement dated 14 March 2007 between SL and SSL and SHL (1) and the Bank (2),

**"Second Deed of Variation"** means the variation of Debenture and Facility Agreement dated 21 December 2007 between SL and SSL and SHL and ATCL (1) and the Bank (2),

**"Guarantee and Indemnity"** means the guarantee and indemnity dated 8 January 2007 between SHL as guarantor (1) and the Bank (2),

**"SL"** means Sentrum Limited a company with registration number 05702761 and whose address for service in England and Wales is Albemarle House, 1 Albemarle Street, London W1S 4HA,

**"SSL"** means Sentrum Services Limited a company with registration number 05922736 whose registered office is at Albemarle House, 1 Albemarle Street, London W1S 4HA

**"SHL"** means Sentrum Holdings Limited a company with registration number 1044506, a company incorporated in the British Virgin Islands whose registered office is at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands,

**"SHL Charge Over Shares"** means the charge over shares dated 8 January 2007 between SHL (1) and the Bank (2)

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05702761

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND DEED OF VARIATION DATED THE 21st DECEMBER 2007 AND CREATED BY SENTRUM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO INVESTEC BANK (UK) LIMITED 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 JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th JANUARY 2008

*Q. neel*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES