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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

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

151

05702761

Name of company

* Sentrum Limited (the "Chargor")

Date of creation of the charge

29 January 2008

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

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

Presentor's name address and reference (if any)

Fried Frank Harris Shriver &
Partners (London) LLP
99 City Road
LONDON
EC1Y 1AX

For official Use (06/2005)
Mortgage Section

TUESDAY



LRK91X58

LD2

12/02/2008

117

COMPANIES HOUSE

Time critical reference

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

Friedrich

Date

4/2/08

On behalf of ~~XXXXXXXXXXXX~~ [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**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

APPENDIX I TO FORM 395

Short Particulars of all the property assigned and/or charged

1 INTRODUCTION

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

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2. FACILITY AGREEMENT

2.1 The Facility Agreement shall be varied as follows

- (a) the following definition of Sentrum IV Facility Letter shall be inserted in the Facility Agreement

“Sentrum IV Facility Letter” means the facility letter dated 29 January 2008 and made between Investec as lender (1) and Sentrum IV Limited as borrower (2) and each other entity therein named as obligor or guarantor (3) relating to a term loan facility of up to £29,340,298 (pounds sterling) ”

- (b) the following definition of Sentrum IV Limited shall be inserted in the Facility Agreement

“Sentrum IV Limited” means Sentrum IV Limited (registered number 1417380), a company incorporated in the British Virgin Islands whose registered office is at

Craigmuir Chambers, Road Town, Tortola, British Virgin Islands Bridge House, 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 Sentrum IV Transaction Documents shall be inserted in the Facility Agreement

*"**Sentrum IV Transaction Documents**" has the meaning given to it in the Sentrum IV Facility Letter "*

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

"27 (i) Any party under the Sentrum IV 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 Sentrum IV Facility, as defined in the Sentrum IV Facility Letter, due and payable prior to the last day of the Term (as defined in the Sentrum IV Facility Letter) or (iii) the occurrence of any Event of Default (as defined in the Sentrum IV Facility Letter) "

3. DEBENTURE

3 1 The Debenture shall be varied as follows

- (a) the following definition of Sentrum IV Obligors shall be inserted in the Debenture

*"**Sentrum IV Obligors**" means each Obligor as defined in the Sentrum IV Facility Letter"*

- (b) the following definition of Sentrum IV Facility Letter shall be inserted in the Debenture

*"**Sentrum IV Facility Letter**" means the facility letter dated 29 January 2008 and made between Investec as lender (1) and Sentrum IV Limited as borrower (2), and each other entity therein named as obligor or guarantor (3) relating to a term loan facility of up to £29,340,298 (pounds sterling) "*

- (c) in the definition of Secured Sums in the Debenture, there shall be inserted after the words *"and each Bridge Tower Obligor"* (line 2), the words *"and each Sentrum IV Obligor to the Bank"*

- (d) in the definition of Transaction Documents in the Debenture, there shall be inserted after the words *"the Bridge Transaction Documents (as defined in the Bridge Facility Letter)"* (line 2), the words *", the Sentrum IV Transaction Documents (as defined in the Sentrum IV Facility Letter),"*

4 GUARANTEE AND INDEMNITY

4 1 The Guarantee and Indemnity shall be varied as follows

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

*"**Sentrum IV Facility Letter**" means the facility letter dated 29 January 2008 and made between Investec as lender (1) and Sentrum IV 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 £29,340,298 (pounds sterling) "*

- (b) the following definition of Sentrum IV Limited shall be inserted in the Guarantee and Indemnity

*“**Sentrum IV Limited**” means Sentrum IV Limited (registered number 1417380), a company incorporated in the British Virgin Islands whose registered office is at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands Bridge House, 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 Sentrum IV Obligors shall be inserted in the Guarantee and Indemnity

*“**Sentrum IV Obligors**” means each Obligor as defined in the Sentrum IV Facility Letter”*

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

*“**Sentrum IV Transaction Documents**” has the meaning given to it in the Sentrum IV Facility Letter ”*

- (e) in the definition of Guaranteed Liabilities in the Guarantee and Indemnity there shall be inserted after the words *“Bridge Towers Facility Letter”* (line 10), the words *“and all monies, debts and liabilities of any nature from time to time due, owing or incurred by Sentrum IV 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 Sentrum IV Limited including without limitation to the Sentrum IV Facility Letter”*

5. SHL CHARGE OVER SHARES

5.1 The SHL Charge Over Shares shall be varied as follows

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

*“**Sentrum IV Facility Letter**” means the facility letter dated 29 January 2008 and made between Investec as lender (1) and Sentrum IV 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 £29,340,298 (pounds sterling) ”*

- (b) the following definition of Sentrum IV Limited shall be inserted in the SHL Charge Over Shares

*“**Sentrum IV Limited**” means Sentrum IV Limited (registered number 1417380), a company incorporated in the British Virgin Islands whose registered office is at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands Bridge House, 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 Sentrum IV Obligors shall be inserted in the SHL Charge Over Shares

*“**Sentrum IV Obligors**” has the meaning given to the term in the Sentrum IV Facility Letter,”*

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

“Sentrum IV Transaction Documents” has the meaning given to the term in the Sentrum IV Facility Letter,”

- (e) in the definition of Secured Obligations in the Charge Over Shares there shall be inserted after the word “(d)” (line 8) the words *“and (e) all moneys obligations and liabilities, present, future, actual or contingent, joint or several payable by Sentrum IV Limited in any capacity whatsoever pursuant to or in connection with the Sentrum IV Transaction Documents and (e) all moneys due, owing or incurred to the Bank by any of the Sentrum IV Obligors under or pursuant to the Sentrum IV 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 SHALL BE VARIED AS FOLLOWS

6.1 The Deed of Priority shall be varied as follows

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

“Sentrum IV Facility Letter” means the facility letter dated 29 January 2008 and made between Investec as lender (1) and Sentrum IV Limited as borrower (2), relating to a term loan facility of up to £29,340,298 (pounds sterling) ”

- (b) the following definition of Sentrum IV Limited shall be inserted in the Charge Over Shares

“Sentrum IV Limited” means Sentrum IV Limited (registered number 1417380), a company incorporated in the British Virgin Islands whose registered office is at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands Bridge House, 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 Sentrum IV Obligors shall be inserted in the Charge Over Shares

“Sentrum IV Obligors” has the meaning given to the term in the Sentrum IV Facility Letter,”

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

“Sentrum IV Transaction Documents” has the meaning given to the term in the Sentrum IV Facility Letter,”

in the definition of Secured Obligations in the Charge Over Shares there shall be inserted after the words “(d)” (line 8), the words *“and (e) 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 Sentrum IV Obligor to the Bank including but not limited to under each or any of the Sentrum IV 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 Sentrum IV 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 Sentrum IV 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 Obligors (as defined in the Bridge Facility Letter) and each of the Sentrum IV Obligors (as defined in the Sentrum IV Facility Letter) to the Bank pursuant to the Transaction Documents (as each such term is defined in each of the Bridge Facility Letter and the Sentrum IV Facility Letter)*

APPENDIX II TO FORM 395

Defined terms

"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 Albemarle House, 1 Albemarle Street, London W1S 4HA,

"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 and made between SL, SSL and SHL, in each case as chargors (1) and Investec (2)

"Deed of Priority" means the deed of priority dated 8 January 2007 and made between amongst others Investec (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 29 January 2008,

"Facility Agreement" means the facility agreement dated 8 January 2007 and made between Investec 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 and made between SL and SSL and SHL (1) and Investec (2)

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

"Investec" means Investec Bank (UK) Limited whose registered office is at 2 Gresham Street, London EC2V 7QP,

"Second Deed of Variation" means the variation of the debenture and Facility Agreement dated 21 December 2007 and made between SL and SSL and SHL and ATCL (1) and Investec (2)

"Sentrum IV Limited" means Sentrum IV Limited (registered number 1417380), a company incorporated in the British Virgin Islands whose registered office is at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands, and whose address for service in England and Wales is C/O Bridgehouse Partners LLP, 4th Floor, Mitre House, Regent Street, London, W1B 4JN

"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 14 March 2007 between SHL (1) and The Bank (2),

FILE COPY



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 THIRD DEED OF VARIATION DATED THE 29th JANUARY 2008 AND CREATED BY SENTRUM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO INVESTEC BANK (UK) LIMITED 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 12th FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th FEBRUARY 2008

P. Neel



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES