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COMPANIES FORM No. 395

465047/13

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.

CHFP025

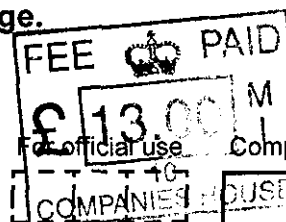
Please do not write in this margin

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)



Company number

5897810

Name of company

* Great Western (General Partner 2006) Limited (the "Mortgagor")

Date of creation of the charge

27 October 2006

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

Charge of Securities between (1) the Mortgagor and (2) the Agent (the "Deed")

Amount secured by the mortgage or charge

All the Mortgagor's liabilities to the Finance Parties of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another) together with Interest and Expenses (the "Mortgagor's Obligations").

ON ANY A/C

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

The Royal Bank of Scotland PLC, 280 Bishopsgate, London as agent for the Banks and as a security trustee for the Finance Parties (the "Agent").

Postcode

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

SJ Berwin LLP
10 Queen Street Place
London
EC4R 1BE

R00757.283/EAFH/CP2:803544.1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



Please do not
write in
this margin

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

Covenant to Pay and Charge

The Mortgagor undertakes to discharge on demand the Mortgagor's Obligations when the Mortgagor's Obligations become due and as a continuing security for such discharge and as absolute owner (and under English law with full title guarantee) assigns to the Agent its whole right, title and benefit to the Charged Assets and all income derived from the Charged Assets and all rights attaching to the Charged Assets.

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Rights

The Mortgagor will procure that, until discharge in full of the Mortgagor's Obligations:

- (a) legal title to the Charged Assets shall be vested in and (where possible) registered in the name of the Agent or its nominee and that any clearing house, depository, custodian or other person with which any Charged Assets are permitted by the Agent to be held shall recognise the Agent or its nominee as the holder of the relevant account; and
- (b) all dividends, distributions and other income arising from the Charged Assets shall be mandated to the Agent. Continued in Addendum 4/4.

Particulars as to commission allowance or discount (note 3)

N/A

Signed

SD Bern Ltd

Date *13 November 2006*

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

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to Companies
House in
respect of each
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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

5897810

Name of company

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of Company

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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)

Acknowledgement

The Mortgagor acknowledges that it holds the Charged Assets as nominee for and on behalf of The Junction Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP 7884).

The Mortgagor undertakes:

- (a) to deposit with the Agent or its nominee all documents relating to any bonus or rights or other issue of stock or shares in respect of the Charged Assets;
- (b) to pay all calls or other payments due from time to time in respect of the Charged Assets; and
- (c) at the request of the Agent, to transfer legal title to any of the Charged Assets to the Agent or its nominee and to procure that any such Charged Assets are registered in the name of the Agent or its nominee.

Restrictions on Charging

The Mortgagor will not, without the Agent's prior written consent, create or permit to arise any Encumbrance on the Charged Assets other than the Encumbrances created by the Deed.

Further Assurance

The Mortgagor will, at the Mortgagor's own cost at the Agent's request, execute any deed or document and take any action required by the Agent to perfect the security created by the Deed or further to secure on the Charged Assets, the Mortgagor's Obligations.

DEFINITIONS USED IN THIS FORM 395

Banks means the banks and financial institutions identified by the Agent from time to time.

Name of company

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Charged Assets	means any Securities owned by or registered in the name of the Mortgagor, any assets derived from the Securities, any dividends and any rights in relation thereto from time to time.
Encumbrance	means any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title, retention or otherwise) which has the effect of creating security or payment priority.
Expenses	means all expenses (on a full indemnity basis) incurred by any Finance Party at any time in connection with the Charged Assets or the Mortgagor's Obligations or in taking or perfecting the Deed or in preserving, defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred.
Finance Parties	means the Agent and the finance parties identified by the Agent from time to time and "Finance Party" means any one of them.
Interest	means interest at the rate(s) charged to the Mortgagor by any Finance Party from time to time.
Securities	means all stocks, shares, bonds, warrants, options, notes, unit trust units or other equity or debt instruments or securities in each case whether constituted, evidenced or represented by certificates or other documents or by an entry in the accounts of the issuer, clearing house, depository, custodian or other person or otherwise and all rights against clearing houses, depositories, custodians or other persons holding instruments or securities.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05897810

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OF SECURITIES DATED THE 27th OCTOBER 2006 AND CREATED BY GREAT WESTERN (GENERAL PARTNER 2006) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th NOVEMBER 2006.

17 Nov 2006



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES