M

CHFP025

Please do not write in this margin

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

*insert full name of Company

COMPANIES FORM No. 395

152825/B2

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.

FEE PAID £13.00 M1

14 COMPANIES HOUSE 14/1

Pursuant to section 395 of the Companies Act 1985

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

For official use | Company number 5932008

Name of company

* Carisbrooke Aurora (UK) Limited (the "**Chargor**")

Date of creation of the charge

16 October 2006

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

Debenture made between the Chargor (1) acting as general partner (the "**General Partner**") on behalf of Aurora (Bedworth) Limited Partnership (the "**Partnership**"), (2) acting on its own account and (3) the Agent (the "**Debenture**")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

Anglo Irish Bank Corporation plc
10 Old Jewry, London, as trustee for the Beneficiaries
(the "**Agent**")

Postcode EC2R 8DN

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

Taylor Wessing
Carmelite
50 Victoria Embankment
London
EC4Y 0DX

Ref: PXH

Time critical reference
AIB-4-693/Deb CAUK LP

For official Use (02/00)
Mortgage Section | Post room

A37 *A4SRUK3E* 364
COMPANIES HOUSE 30/10/2006

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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)

Nil

Signed Taylor Wessing Date 26-10-06

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

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

Definitions

In the Form 395 and schedules **"Finance Documents"**, **"Lease"**, **"Rent Account"**, **"Rent"**, **" Proceeds Account"** and **"Security Documents"** have the same meanings as in the Loan Agreement and the following expressions have the following meanings:

"Bank" means, subject to clause 17.3 (*Transfer Certificate to be used except for Bank mergers*) of the Loan Agreement, (a) a bank or financial institution listed in schedule 1 of the Debenture and acting through the Facility Office indicated in schedule 1 of the Loan Agreement, unless it has delivered a Transfer Certificate or Certificates covering the whole amount of its Commitment and participation, and (b) a Transferee;

"Beneficiaries" means the Agent, each Bank and, if applicable, the Agent in its capacity as Hedge Counterparty;

"Borrower" means Carisbrooke Investments General Partner Limited;

"Charged Property" means all assets mortgaged, charged or assigned by the Debenture;

"Debts" means all present and future book and other debts and rights to money and income (other than Rent) liquidated and unliquidated owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

"Designated Account" means any account of the Chargor:

(a) with the Agent; or

(b) with any other bank which has been notified of the Agent's interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Agent;

"Development" means:

(a) any works of construction on the Property; or

(b) any refurbishment of the Property

in accordance with the plans and specifications approved or to be approved by or on behalf of the Agent;

"Development Contracts" means (if any) any Building Contract, the existing and future terms of appointment of any architects, quantity surveyors, engineers and other consultants or persons whose services are required for a Development, all existing and future warranty agreements in favour of the Chargor which relate to a Development, and any other existing and future agreement relating to the acquisition, construction, management, design, servicing, marketing, development, operation and use of the Property;

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien or any other type of encumbrance or security interest or any other type of arrangement (including any title, transfer and retention arrangement) having or intended to have a similar effect;

"Enforcement Event" means an Event of Default under and as defined in the Agreement;

"Environmental Law" means any Law concerning the protection of the environment or human health, the condition of any Real Property or of any place of work or the production, storage, treatment, transport or disposal of any substance capable of causing harm to any living organism or the environment;

"Hedge Counterparty" means the counterparty to or under any Hedging Document;

"Hedging Document" means any document or agreement to which the Borrower is party entered into for the purpose of implementing or giving effect to any agreed hedging strategy as referred to in the Conditions;

"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

"Interest Payment Date" has the meaning ascribed to it by the Loan Agreement;

"Investment" means any present and future:

(a) stock, share, bond or any form of loan capital of or in any legal entity;

(b) unit in any unit trust or similar scheme;

(c) warrant or other right to acquire any such investment,

owned by the Chargor and any income, offer, right or benefit in respect of any such investment;

"Loan Agreement" means a second supplemental loan agreement dated 22 September 2006 which amends a syndicated loan agreement dated 21 December 2005 (as amended by a first supplemental agreement dated 22 March 2006) made between the Borrower (1), certain guarantors (2), the Banks (3) and the Agent (4);

"Nominee" means:

(a) Precis (1730) Limited (company number 03729116); and

(b) any other company or person holding legal title in any Property on trust for the Borrower;

"Nominee Charge" means any debenture or charge granted by any Nominee in favour of the Agent for the purpose of securing the Secured Liabilities;

"Properties" means a lease dated 22 September 2006 for a term of 999 years of land at St David's Way, Bermuda Park Industrial Estate, Bedworth registered with freehold title number WK349298 and made between Christian Salvesen Distribution Limited and Christian Salvesen Investments Limited in its capacity as general partner for and on behalf of Aurora (Bedworth) Limited Partnership; and

"Real Property" means all freehold or leasehold property forming part of the Charged Property;

"Transfer Certificate" means a certificate substantially in the form set out in schedule 5 of the Loan Agreement signed by a Bank and a Transferee; and

"Transferee" means a bank or other financial institution named as transferee in a Transfer Certificate.

Schedule 1

Amount secured by the mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to the Beneficiaries under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity

(the **"Secured Liabilities"**).

Schedule 2

Short particulars of the property mortgaged or charged

1. Fixed Security

1.1 As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

(a) charged to the Agent as trustee for the Beneficiaries by way of legal mortgage all freehold or leasehold property owned by the Chargor at the date of the Debenture including the Property;

(b) charged to the Agent as trustee for the Beneficiaries by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Chargor after the date of the Debenture;

(c) assigned to the Agent as trustee for the Beneficiaries its interest in any present or future licences under which the Chargor is entitled to occupy freehold or leasehold property;

(d) assigned to the Agent as trustee for the Beneficiaries its interest in the Rent;

(e) assigned to the Agent as trustee for itself and the Beneficiaries by way of fixed charge its interest in and the benefit of the Development Contracts and the benefit of any guarantee or security for the performance of any of the Development Contracts provided that if any Development Contract, guarantee or security is expressed to be non-assignable then the Chargor charged to the Agent as trustee for itself and the Beneficiaries by way of fixed charge its interest in and the benefit of it;

(f) charged to the Agent as trustee for the Beneficiaries by way of fixed charge its interest in:

(i) all other present and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by the Chargor;

(ii) any Investment;

(iii) any present and future Hedging Document entered into by the Chargor;

(iv) its present and future goodwill and uncalled capital;

(v) any Intellectual Property;

(vi) any money now or at any time after the date of the Debenture standing to the credit of the Rent Account, the Proceeds Account and any Designated Account;

(vii) any money now or at any time after the date of the Debenture standing to the credit of any other present and future account of the Chargor with a bank or financial institution;

(viii) any present and future insurances in respect of any Charged Property and the proceeds of such insurances; and

(ix) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;

(g) assigned to the Agent as trustee for the Beneficiaries its interest in the agreements (if any) listed in schedule 2 of the Debenture and the benefit of any guarantee or security for the performance of such agreements provided that if any such agreement, guarantee or security is expressed to be non-assignable then the Chargor charged its interest in it to the Agent as trustee for the Beneficiaries by way of fixed charge;

(h) charged its interest in the Debts to the Agent as trustee for the Beneficiaries by way of fixed charge; and

(i) charged to the Agent as trustee for the Beneficiaries by way of fixed charge, all other assets of the Chargor not charged or assigned by the previous paragraphs of this clause (other than the Chargor's stock in trade or work in progress).

2. Floating Security

2.1 *Creation of floating charge*

As continuing security for the payment of the Secured Liabilities the Chargor charged to the Agent as trustee for the Beneficiaries by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Agent by way of fixed security pursuant to clause 3.1 of the Debenture.

2.2 *Conversion*

Subject to clause 4.3 of the Debenture, the Agent may at any time by written notice to the Chargor convert the floating charge created by clause 4.1 of the Debenture into a fixed charge as regards any assets specified in the notice if:

(a) an Enforcement Event has occurred and is continuing; or

(b) in the reasonable opinion of the Agent such assets are at risk of becoming subject to any Encumbrance (other than in favour of the Agent) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor.

2.3 *Moratorium under 1986 Act*

The Agent shall not be entitled to convert the floating charge created by clause 4.1 of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986.

2.4 *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.1 of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986.

3. Negative Covenants

3.1 The Chargor shall not, except with the prior written consent of the Agent:

(a) sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets mortgaged, charged or assigned under clause 3 of the Debenture;

(b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property; or

(c) fix any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property to any land the freehold of which is not owned by the Chargor.

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05932008

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 16th OCTOBER 2006 AND CREATED BY CARISBROOKE AURORA (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY ACTING AS GENERAL PARTNER ON BEHALF OF AURORA (BEDWORTH) LIMITED PARTNERSHIP TO THE BENEFICIARIES 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 30th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd NOVEMBER 2006.

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
for the record

HC026B