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CHFP131**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.

Pursuant to section 395 of the Companies Act 1985

106254/13

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

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

For official use Company number

06300259

*insert full name of Company

Name of company

Dawn Opco Limited (the "Company")

Date of creation of the charge

31 July 2007

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

UK Bidco Debenture (the "Debenture")

Amount secured by the mortgage or charge

All monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor and the MSREF VI Fund to the Finance Parties under the Finance Documents, whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety and including, for the avoidance of doubt, any actual or contingent liabilities under clause 6 of the Facility Agreement

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

The Governor and Company of the Bank of Scotland
Level 3, 21-23 Hill Street, London

("the Security Trustee")

Postcode W1J 5JW

Presentor's name address and reference (if any)

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London
Tel 020 7760 1000
SMOR/b0702 34 5761695 2

Time critical reference

For official Use
Mortgage Section

TUESDAY
TUE



L1SDCSA5
LD4 21/08/2007 490
COMPANIES HOUSE

L23TDS3R
LD3 14/08/2007 453
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please do not
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complete
legibly,
preferably in
black type, or
bold block
lettering

- 1 By way of legal mortgage
- 1 1 each Property, and
- 1 2 any other freehold or leasehold property now vested in the Company
- 2 By way of fixed charge the Company's interest (if any) in each of the following including all rights of enforcement of the same
- 2 1 any freehold or leasehold property acquired after the date of the Debenture,
- 2 2 to the extent not effectively assigned under clause 3 4 (Assignment) of the Debenture, the Relevant Contracts,
- 2 3 all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of any of them,
- 2 4 all easements, licences and other rights relating to a Property,
- 2 5 the Accounts and any other accounts of the Company,
- 2 6 the Investments,
- 2 7 the Company's Intellectual Property,
- 2 8 if applicable the Company's uncalled capital,
- 2 9 the Company's goodwill, and
- 2 10 the Company's Monetary Claims

Particulars as to commission allowance or discount (note 3)

A fee of £13 is
payable to
Companies
House in respect
of each register
entry for a
mortgage or
charge.
(see Note 5)

Signed BERWIN LEIGHTON ALLEN LLP Date 13th AUGUST 2007

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

[□]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 Cheques and Postal Order are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is
Companies House, Crown Way, Cardiff CF14 3UZ

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

06300259

Name of Company

Dawn Opco Limited

* delete if
inappropriate

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

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

Please do not write
in this binding
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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

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

- 3 By way of security assignment the Company's interest (if any) in each of the following including all rights of enforcement of the same
- 3 1 the Rental Receipts,
 - 3 2 the Disposal Proceeds,
 - 3 3 all book debts and other debts and all other monies due and owing to the Company,
 - 3 4 all monies standing to the credit of the Accounts and any other accounts of the Company,
 - 3 5 the monies payable to the Company under any insurances relating to a Property,
 - 3 6 the benefit of the copyright and similar rights vested in the Company in connection with a Property or the Business,
 - 3 7 all causes of action and other rights and remedies,
 - 3 8 all monies payable to the Company under any Hedging Agreements,
 - 3 9 the Relevant Contracts,
 - 3 10 the benefit of any monies paid or payable to the Company by way of compensation, endowment, gift, grant or otherwise, and
 - 3 11 any VAT recoveries

- 4 By way of floating charge all the Company's assets, property and undertaking both present and future

NOTES:

- 1 The Debenture contains a provision that the charges created under the Debenture expressed to be
- 1 1 fixed charges, shall only apply to the extent that they create fixed security, and
 - 1 2 floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Debenture

- 2 The Debenture contains a provision that at any time whilst an Event of Default has occurred and is continuing

- 2 1 the Security Trustee may convert any floating charge created by the Debenture into a fixed charge, and
- 2 2 the Company shall, on request of the Security Trustee, procure an absolute assignment of all or any of the Relevant Contracts

- 3 The Debenture contains a provision that the Company shall execute and do at its own cost and in such form as reasonably required by the Security Trustee:

- 3 1 such further additional mortgages, charges, assignments, transfers and conveyances, and
 - 3 2 such assurances, deeds, documents, acts and things,
- as the Security Trustee may reasonably require to perfect or protect the security created by the Debenture and/or to facilitate or effect any dealing with the Charged Assets in connection with the Debenture

- 4 The Debenture contains a provision that the Company authorises the Security Trustee to make an application to the Land Registry on Form RX1 (or such other form as may be prescribed from time to time) to enter a restriction against any dispositions of the relevant registered estate

- 5 The Debenture provides that following an Event of Default which is continuing, the Security Trustee may (without notice to or consent from the Company and in the Company's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise

- 6 The Debenture contains or incorporates the following definitions:

Accounts means each Resident Deposit Account, each Resident Care Fee Account, each Operating Account, each Working Capital Reserve Account, the Debt Service Account, the Mirror Escrow Account, each Proceeds Account, each General Administration Account, each Rent Account, each F&E Account and the Retention Account

Account Bank means The Governor and Company of the Bank of Scotland and any other Acceptable Bank (as defined in the Facility Agreement) appointed from time to time

Administrative Party means the Agents and the Arranger

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Particulars of a mortgage or charge (continued)

Please do not write
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

06300259

Name of Company

Dawn Opco Limited

* delete if
inappropriate

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

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

Agents means the Facility Agent and the Security Trustee

Arranger means The Governor and Company of the Bank of Scotland as mandated lead arranger

Borrowers means Dawn Holdco Limited, registered in Jersey with registered number 97688 and Dawn Opco Limited, registered in England and Wales with registered number 06300259 and each other Group Member which becomes a borrower in accordance with Clause 23 12 of the Facility Agreement (*Additional Borrowers*)

Business means the business of owning and operating the Portfolio Assets and providing residential, nursing and specialist care services through such ownership and operation and the provision of all necessary or desirable ancillary services and support functions relating thereto

Charged Assets means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Debenture and the subject matter of each of them

Company means Dawn Opco Limited, a company incorporated in England and Wales with registered number 06300259 including its successors, permitted assignees or transferees

Debt Service Account has the meaning ascribed to it in Clause 15 1 (*Designation of Accounts*) of the Facility Agreement being, a current account opened and maintained by UK Bidco in its name at an Account Bank

Disposal Proceeds means the consideration received (directly or indirectly) by any member of the Group (including any amount received (directly or indirectly) in repayment of intercompany debt by such member of the Group but deducting any intercompany debt payable by any member of the Group) for any disposal of any Property made by any member of the Group or for any disposal of shares in an Opco or Propco by UK Bidco or the Parent respectively, and after deducting

- (a) any reasonable third party expenses which are incurred (on an arm's length basis) by any member of the Group or the disposing entity to persons who are not members of the Group and which are approved by the Facility Agent (acting reasonably and promptly), and
 - (b) any Tax incurred and required to be paid by the seller in connection with that Property disposal or share disposal (as reasonably determined by the seller, on the basis of existing or (if applicable) future rates and taking account of any available credit, deduction or allowance), and
 - (c) such amount that such member of the Group considers that it would be prudent to set aside as a provision for any future Tax payable provided that such provision is made subject to, and the amount of such provision is applied in accordance with, Clause 8 1 (*Mandatory prepayment*) of the Facility Agreement and provided that such amount is approved by the Facility Agent (acting reasonably and promptly),
- in each case in relation to that Property disposal or share disposal

Event of Default means any event specified in Clause 21 1 (*Events of Default*) of the Facility Agreement whether or not declared

F&E Account means a reserve account maintained by each Propco

Facility Agent means The Governor and Company of the Bank of Scotland in its capacity as agent for the Finance Parties

Facility Agreement means a facility agreement dated 31 July 2007 and made between Dawn Holdco Limited and Dawn Opco Limited, The Governor and Company of the Bank of Scotland (as mandated lead arranger, facility agent, security trustee and issuing bank) and HBOS Treasury Services Plc (as original hedging counterparty) and any agreement entered into under or supplemental to it or amending, restating or novating it

Finance Documents means the Facility Agreement, and also the Bank Guarantee, the MSREF Interest Shortfall Guarantee, the MSREF Capital Guarantee, each Security Document, the Subordination Deed, the Hedging Agreements, the Hedging Strategy Letter, the Duty of Care Agreement, each Intra-Group Loan Agreement, any Further Shareholder Debt Instrument, each Accession Document, each Resignation Letter, the Fees Letter, any Transfer Certificate, any Assignment Agreement, any Utilisation Request (all as defined in the Facility Agreement), and any other document designated as a "Finance Document" by an Administrative Party and the Obligors' Agent

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company Number

06300259

Name of Company

Dawn Opco Limited

* delete if
inappropriate

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

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

Finance Parties means the Arranger, the Facility Agent, the Security Trustee, the Lenders, the Issuing Bank and each Hedging Counterparty and Finance Party means any of them

Further Opco means each of Sunrise Operations Bramhall Limited, Sunrise Operations Cardiff Limited, Sunrise Operations Chorleywood Limited, Sunrise Operations Eastbourne Limited, Sunrise Operations Mobberley Limited, Sunrise Operations Solihull Limited, Sunrise Operations Southbourne Limited, Sunrise Operations Tettenhall Limited and Sunrise Operations Weybridge Limited that is a Pipeline Portfolio Member (as defined in the Facility Agreement) and which occupies or will occupy a Pipeline Portfolio Property (as defined in the Facility Agreement) and operates or will operate the Business thereat and whose shares will be purchased at the relevant Further Completion (as defined in the Facility Agreement) pursuant to the terms of the Acquisition Agreement by the Parent

Further Propco means each of Sunrise of Bramhall Limited, Sunrise of Cardiff Limited, Sunrise of Chorleywood Limited, Sunrise of Eastbourne Limited, Sunrise of Mobberley Limited, Sunrise of Solihull Limited, Sunrise of Southbourne Limited, Sunrise of Tettenhall Limited and Sunrise of Weybridge Limited that is a Pipeline Portfolio Member and which owns a Pipeline Portfolio Property and whose shares will be acquired at the relevant Further Completion pursuant to the terms of the Acquisition Agreement by the Parent

General Administration Account means each Propco General Administration Account, the Parent General Administration Account and the UK Bidco General Administration Account as defined in the Facility Agreement

Guarantor means Dawn Holdco Limited, registered in Jersey with registered number 97688 and Dawn Opco Limited, registered in England and Wales with registered number 06300259 and any other Group Member which becomes a Guarantor in accordance with Clause 23 13 (*Additional Guarantors*) of the Facility Agreement

Group means the Parent and its Subsidiaries (as defined in the Facility Agreement) from time to time and **Group Member** means any of those persons

Hedging Agreements means each of the hedging agreements entered or to be entered into between each Borrower and the Hedging Counterparty for the purpose of hedging interest rate risk in accordance with Clause 9 8 (*Interest rate hedging*) of the Facility Agreement and any agreement entered into by an Obligor and a Hedging Counterparty in replacement or renewal thereof

Hedging Counterparty means a provider of interest rate hedging under the Hedging Agreements (being a person that is a Lender at the time the relevant Hedging Agreement is entered into or an affiliate of such a person and which, on the Signing Date (as defined in the Facility Agreement), shall be HBOS Treasury Services plc)

Initial Opco means each of Sunrise Operations Bassett Limited, Sunrise Operations Edgbaston Limited, Sunrise Operations Esher Limited, Sunrise Operations Fleet Limited, Sunrise Operations Guildford Limited and Sunrise Operations Westbourne Limited that will from the date of Initial Completion (as defined in the Facility Agreement) occupy an Initial Portfolio Property (as defined in the Facility Agreement) pursuant to a Lease Agreement and the entire issued share capital in which will be purchased on such date by UK BidCo pursuant to the terms of the Acquisition Agreement as defined in the Facility Agreement

Initial Propco means each of Sunrise of Bassett Limited, Sunrise of Edgbaston Limited, Sunrise of Esher Limited, Sunrise of Fleet Limited, Sunrise of Guildford Limited and Sunrise of Westbourne Limited that own an Initial Portfolio Property (as defined in the Facility Agreement)

Intellectual Property means patents and patent applications, trade and service marks and applications, brand and trade names, copyrights and rights in the nature of copyright, design rights, registered designs and applications for registered designs, trade secrets, know-how and all other intellectual property rights throughout the world and all rights under any agreements relating to the use or exploitation of any such rights (whether registered or unregistered)

Investments means the existing or future interest of the Company in

- (a) 2 ordinary shares in the issued share capital of Sunrise Operations Bassett Limited,
- (b) 2 ordinary shares in the issued share capital of Sunrise Operations Edgbaston Limited,
- (c) 2 ordinary shares in the issued share capital of Sunrise Operations Esher Limited,
- (d) 2 ordinary shares in the issued share capital of Sunrise Operations Fleet Limited,

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably in
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Company Number

06300259

Name of Company

Dawn Opco Limited

* delete if
inappropriate

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

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

- (e) 2 ordinary shares in the issued share capital of Sunrise Operations Guildford Limited,
 - (f) 2 ordinary shares in the issued share capital of Sunrise Operations Westbourne Limited,
 - (g) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity, and
 - (h) any warrant or other right to acquire any such investment,
- in each case, including any income, offer, right or benefit in respect of any such investment

Issuing Bank means The Governor and Company of the Bank of Scotland in its capacity as issuer of the Bank Guarantee (as defined in the Facility Agreement)

Lease Agreement means (i) each of the lease agreements dated on or before the date of the Initial Completion (as defined in the Facility Agreement) between each Initial Propco and each Initial Opco and (ii) each of the lease agreements to be entered into by each Further Propco and each Further Opco on or prior to the date of the relevant Further Completion (as defined in the Facility Agreement) pursuant to which the relevant Further Propco and Further Opco will be acquired and will become members of the Group pursuant to the terms of the Acquisition Agreement (as defined in the Facility Agreement)

Lenders means

- (a) when designated **Term A**, the Original Lenders being The Governor and Company of the Bank of Scotland as participating in the Term A Facility (as defined in the Facility Agreement),
- (b) when designated **Term B**, the Original Lenders being The Governor and Company of the Bank of Scotland as participating in the Term B Facility (as defined in the Facility Agreement), and
- (c) when designated **Bank Guarantee**, the Original Lenders being The Governor and Company of the Bank of Scotland as participating in the Bank Guarantee Facility (as defined in the Facility Agreement),

and in each case any New Lender to whom rights and/or obligations are assigned or transferred in accordance with Clause 23 (*Changes to Parties*) of the Facility Agreement in each case for so long as the relevant person's rights and obligations have not been fully assigned and transferred or repaid and cancelled)

Mirror Escrow Account has the meaning ascribed to it in Clause 15 1 (*Designation of Accounts*) of the Facility Agreement, being a current account opened and maintained by UK Bidco at an Account Bank

Monetary Claims means any book and other debts and monetary claims owing to the Company and all Related Rights

MSREF VI Fund means Morgan Stanley Real Estate Fund VI International-T, L P , Morgan Stanley Real Estate Investors VI International, L P , Morgan Stanley Real Estate Fund VI Special-A International, L P , MSREF VI TE C V and MSREF VI Special-B C V and/or any of their respective Affiliates (as defined in the Facility Agreement) and or funds managed by any of them

New Lender has the meaning given to that term in Clause 23 2 (*Assignments, transfers, declarations of trust, sub-participations by the Lenders*) of the Facility Agreement

Obligor means each Borrower and each Guarantor

Opco means each Initial Opco and, on becoming Group Members, each Further Opco

Operating Account means a current account maintained by each Opco at an Account Bank

Parent means Dawn Holdco Limited, a company incorporated in Jersey, Channel Islands with registered number 97688 at registered address 22 Grenville Street, St Helier, Jersey JE4 8PX

Parent Proceeds Account has the meaning ascribed to it in Clause 15 1 (*Designation of Accounts*) of the Facility Agreement being an account opened and maintained by the Parent at an Account Bank

Parent General Administration Account means a current account opened and maintained by the Parent at an Account Bank

Portfolio Assets means the senior living communities known as "Sunrise of Edgbaston", "Sunrise

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 5
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably in
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block lettering

Company Number

06300259

Name of Company

Dawn Opco Limited

* delete if
inappropriate

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

of Esher", "Sunrise of Fleet", "Sunrise of Guildford", "Sunrise of Westbourne", "Sunrise of Southampton", "Sunrise of Bramhall", "Sunrise of Cardiff", "Sunrise of Chorleywood", "Sunrise of Eastbourne", "Sunrise of Mobberley", "Sunrise of Solihull", "Sunrise of Southbourne", "Sunrise of Tettenhall" and "Sunrise of Weybridge

Proceeds Account means each Propco Proceeds Account, the Parent Proceeds Account and the UK Bidco Proceeds Account

Propco means each of the Initial Propcos and, on becoming Group Members, each of the Further Propcos

Propco Proceeds Account means an account opened and maintained by each Propco at an Account Bank

Propco General Administration Account means a current account opened and maintained by Propco at an Account Bank

Property means each property details of which are set out in Schedule 1 below including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it

Related Rights means, in relation to any assets

- (a) all rights under any licence, agreement for sale, or agreement for lease or other use in respect of all or any part of that asset,
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset,
- (c) the proceeds of sale of all or any part of that asset, and
- (d) any other monies paid or payable in respect of that asset

Relevant Contracts means each and all of

- (a) the Acquisition Documents as defined in the Facility Agreement,
 - (b) each contract in respect of any disposal of any Charged Asset,
 - (c) each Intra-Group Loan Agreement as defined in the Facility Agreement,
 - (d) each Lease Agreement,
 - (e) any Hedging Agreement,
 - (f) each Management Agreement as defined in the Facility Agreement,
 - (g) the Pooling Agreement as defined in the Facility Agreement, and
 - (h) all other agreements, in which the Compan has an interest,
- in each case, including any guarantees or sureties entered into in respect of them and any Related Rights

Rent Account has the meaning ascribed to in Clause 15 1 (b) (*Designation of Accounts*) of the Facility Agreement being a rent account maintained by each Propco at an Account Bank

Rental Receipts means the total receipts of each Propco in connection with the letting, use or occupation of the Properties in any Relevant Period, including each of the following amounts

- (a) rent, licence fees and equivalent amounts contractually agreed to be paid,
- (b) any sum to be received from any deposit held as security for performance of an Opco's obligations if applied for non-payment of rent during such period,
- (c) any other monies contractually agreed to be paid in respect of occupation and/or usage of the Properties and any fixture and fitting on the Properties including any fixture or fitting on the Properties for display or advertisement, on licence or otherwise during such period,
- (d) any sum contractually agreed to be paid under any policy of insurance in respect of loss of rent or interest on rent during such period, and
- (e) any sum actually paid, or the value of any consideration given, for the surrender or variation of any Lease Agreement,

in each case without double counting

Resident Care Fee Account has the meaning ascribed to it in Clause 15 1 (*Designation of Accounts*) of the Facility Agreement being a current account maintained by each Opco at an Account Bank

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Particulars of a mortgage or charge (continued)

Continuation sheet No 6
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably in
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block lettering

Company Number

06300259

Name of Company

Dawn Opco Limited

* delete if
inappropriate

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

Resident Deposit Account has the meaning ascribed to it in Clause 15 1 (*Designation of Accounts*) of the Facility Agreement being a current account maintained by each Opco at an Account Bank

Retention Account means an account opened and maintained by the Parent at an Account Bank

Security Trustee means The Governor and Company of the Bank of Scotland as security trustee for the Finance Parties including its successors, permitted assignees or transferees

UK Bidco means Dawn Opco Limited, a company incorporated in England and Wales with registered number 06300259 at registered address 8th Floor, 68 King William Street, London EC4N 7DZ

UK Bidco Proceeds Account has the meaning ascribed to it in Clause 15 1 (*Designation of Accounts*) of the Facility Agreement being, an account opened and maintained by UK Bidco at an Account Bank

UK Bidco General Administration Account means a current account opened and maintained by UK Bidco at an Account Bank

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature whether charged in the United Kingdom or elsewhere

Working Capital Reserve Account has the meaning ascribed to it in Clause 15 1 of the Facility Agreement (*Designation of Accounts*) being a reserve account opened and maintained by each Opco

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

**Schedule 1
The Properties**

None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06300259

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN UK BIDCO DEBENTURE DATED THE 31st JULY 2007 AND CREATED BY DAWN OPCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR AND THE MSREF VI FUND 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 21st AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th AUGUST 2007.

DX - a



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES