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CHFP131

COMPANIES FORM No. 395
Particulars of a mortgage or charge

113699/13
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

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

Name of company

*insert full name of Company

Dawn Opco Limited (the "Chargor")

Date of creation of the charge

30 April 2008

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

Supplemental charge (the "Supplemental Charge")

Amount secured by the mortgage or charge

The "Liabilities" as defined in the Principal Charge, being 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

ON ANY ACCOUNT

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

Bank of Scotland plc (the "Security Trustee")
Level 3
21-23 Hill Street
London

Postcode W1J 5JW

Presentor's name address and reference (if any)

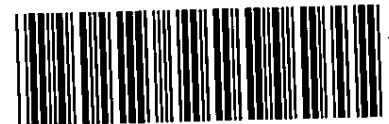
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA
~~DX 92 London~~
Tel 020 7760 1000 or 7427 1151
LBA\B0702 34 6698816 1

Time critical reference

For official Use
Mortgage Section

Post room

FRIDAY



LD3 *LNC70ZKA* 09/05/2008
COMPANIES HOUSE

142

Short particulars of all the property mortgaged or charged

By way of fixed charge the Chargor's interest (if any) in the Additional Assets including all rights of enforcement of the same

Notes

- 1 The Supplemental Charge incorporates a provision from the Principal Charge that the Chargor shall execute and do at its own cost and in such form as reasonably required by the Security Trustee
 - (a) such further additional mortgages, charges, assignments, transfers and conveyances, and
 - (b) such assurances, deeds, documents, acts and things, as the Security Trustee may reasonably require to perfect or protect the security created by the Supplemental Charge and/or to facilitate or effect any dealing with the Additional Assets in connection with the Supplemental Charge
- 2 The Supplemental Charge incorporates a provision from the Principal Charge that following an Event of Default which is continuing, the Security Trustee may (without notice to or consent from a Chargor and in the Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of

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)

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

Signed *Ben Lighter Pw LLP* Date *8 May 2008*

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 A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge 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)

Amount due or owing on the mortgage or charge (continued)

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legibly, preferably
in black type, or
bold black
lettering

Please do not write
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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

money) in respect of the Additional Property and may do anything necessary to complete any transfer form in favour of itself or otherwise

3 The Supplemental Charge contains or incorporates the following definitions

Additional Assets means each and all of the items described in the Schedule below

Arranger means Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) as mandated lead arranger

Borrower means the persons identified in Part A of Schedule 2 of the Facility Agreement and each other Group Member which becomes a borrower in accordance with Clause 23 12 (*Additional Borrowers*) of the Facility Agreement

Chargor means Dawn Opco Limited registered in England and Wales number 06300259 whose registered office is at 8th Floor, 68 King William Street, London EC4N 7DZ including its successors, permitted assignees or transferees

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

Facility Agent means Bank of Scotland plc (formerly 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 (all as defined in the Facility Agreement)

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

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

Guarantor means each person identified in Part B of Schedule 2 of the Facility Agreement and any other Group Member which becomes a Guarantor in accordance with Clause 23 13 (*Additional Guarantors*) of the Facility Agreement

Hedging Counterparty means a provider of interest rate hedging under the Hedging Agreements (as defined in the Facility Agreement) (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)

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

Lenders means

- (a) when designated **Term A**, the Original Lenders being Bank of Scotland plc (formerly 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 Bank of Scotland plc (formerly 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 Bank of Scotland plc

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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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)

(formerly 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 (as defined in the Facility Agreement) 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)

Please complete
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black type, or bold
block lettering

Obligor means each Borrower and each Guarantor

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

Principal Charge means the debenture dated 31 July 2007 between the Chargor (1) and the Security Trustee (2)

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 and or funds managed by any of them

Security Trustee means Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) of Level 3, 21-23 Hill Street, London W1J 5JW including its successors, permitted assignees or transferees

**Schedule
Additional Assets**

The existing or future interest of the Chargor in 2 ordinary shares in the issued share capital of Sunrise Operations Solihull Limited



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6300259
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE DATED
30 APRIL 2008 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
9 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES