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CHFP004

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

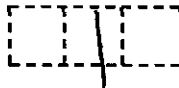
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



FC024219

Name of company

* Helical Properties (Capital House) Jersey Limited (the "Company")

Date of creation of the charge

22 May 2003

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

Composite Guarantee and Debenture (the "Deed")

Amount secured by mortgage or charge

All present and future obligations and liabilities whether actual or contingent, whether owned jointly or severally and whether as principal, surety or in any other capacity whatsoever of the Borrower (and under the Guarantee, the Chargors and each of them) to the Finance Parties (or any of them) under or in connection with any Finance Document (the "Secured Liabilities").

Part II of Schedule 1 for definitions.

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

GMAC Commercial Mortgage Investment Limited,
acting through its office at Buchanan House 7th Floor, 3 St. James' Square, London

Postcode SW1Y 4JU

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

Dechert
2 Serjeants' Inn
London
EC4Y 1LT
T201/334619

Time critical reference

For official Use
Mortgage Section

Post room

A25
COMPANIES HOUSE0850
04/06/03

Short particulars of all the property mortgaged or charged

Please see Part I of Schedule 1 attached for short particulars of the property mortgaged or charged and Part II for definitions.

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)

Not applicable

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.
(See Note 5)

Signed

Decher

Date *3 June 2003*

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 orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ, DX: 33050 Cardiff

Helical Properties (Capital House) Jersey Limited
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Continuation Sheet 1

SCHEDULE 1

PART I

Short particulars of the property mortgaged or charged:

1. **FIXED CHARGES**

The Company, with full title guarantee and as continuing security for the payment of the Secured Liabilities, charged in favour of the Security Trustee its interest (if any) in the following:

1.1 **Legal mortgage of real property**

by way of first legal mortgage the leasehold and freehold property specified in Schedule 2 (*Property*) below and all other freehold or leasehold property in England and Wales now belonging to it;

1.2 **Fixed charge over real property**

by way of first fixed charge any other freehold or leasehold property now belonging to it or acquired by it in the future (other than any property which is the subject of an effective legal mortgage under Paragraph 1.1 (*Legal mortgage of real property*));

1.3 **Fixed charge over other assets**

by way of first fixed charge all its present and future rights, title and interest in and to the following assets and their proceeds of sale:

1.3.1 all plant, vehicles and machinery (to the extent not effectively mortgaged or charged under Paragraph 1.1 (*Legal mortgage of real property*) or 1.2 (*Fixed charge over real property*) and excluding stock in trade);

1.3.2 all chattels hired, leased or rented by the Company to any other person in each case subject to and together with the benefit of any related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of that contract;

1.3.3 any balance now or in the future standing to the credit of any account with any bank or financial institution including the Accounts (to the extent not effectively assigned under Paragraph 2 (*Assignment*));

1.3.4 all Investments including the shares described in Schedule 3 (*Investments*);

1.3.5 its present and future goodwill and uncalled capital;

1.3.6 all Intellectual Property Rights;

1.3.7 the Receivables (to the extent not effectively assigned under Paragraph 2 (*Assignment*) and to the extent that the terms of the relevant contract do not prohibit the creation of security over that contract);

1.3.8 the Insurances and all related proceeds, claims, returns of premium and other benefits (to the extent not effectively assigned under Paragraph 2 (*Assignment*));

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- 1.3.9 the benefit of all contracts, licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Asset and the right to recover and receive compensation in relation to them.

1.4 **Freehold and leasehold property**

Any leasehold or freehold property mortgaged or charged under Paragraph 1.1 or 1.2 includes all the Company's right and title to and interest in that property including and together with:

- (a) any buildings on that property;
 - (b) any fixtures and fittings
 - (i) in the case of leasehold property including tenant's fixtures and trade fixtures but excluding landlord's fixtures; and
 - (ii) in the case of let freehold property excluding tenant's and trade fixtures
- or fixed plant and machinery on or in that property;
- (c) the benefit of any covenants or rights attaching to that property from time to time; and
 - (d) the proceeds of sale of that property.

2. **ASSIGNMENT**

- 2.1 The Company assigned and agreed to assign by way of security to the Security Trustee with full title guarantee as security for the payment of the Secured Liabilities all its present and future rights, title and interest and benefit in and to the following assets and their proceeds of sale:

- 2.1.1.1 the Rental Income;
- 2.1.1.2 the Purchase Agreement;
- 2.1.1.3 the Accounts, including all monies at any time standing to the credit of any of them;
- 2.1.1.4 any Hedging Arrangements and any claims, awards or judgments under or in connection with any Hedging Arrangements;
- 2.1.1.5 all Disposal Proceeds;
- 2.1.1.6 any guarantee of Rental Income contained in or relating to any Lease Documents;
- 2.1.1.7 the Insurances;
- 2.1.1.8 any agreements and contracts relating to any freehold or leasehold property (including all monies payable to the Company and any claims, awards and judgements in favour of the Company under or in connection with any such agreement or contract).

3. **ADDITIONAL SECURITY**

- 3.1 The security from time to time constituted by or pursuant to the Deed shall:
- 3.1.1 be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Security Trustee may at any time hold for any of the Secured Liabilities and it is thereby declared that no prior security held by the Security Trustee over the Charged Assets or any part thereof shall merge into the security created by or

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pursuant to the Deed; and

3.1.2 remain in full force and effect as a continuing security until the earlier of:

3.1.2.1 the Security Trustee having certified in writing that the Secured Liabilities have been discharged in full; and

3.1.2.2 the security constituted by the Deed having been released.

4. **FLOATING CHARGE**

4.1 **Creation of floating charge**

The Company, with full title guarantee and as security for the payment of all of the Secured Liabilities, charged in favour of the Security Trustee by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment by Paragraph 1 (*Fixed security*).

4.2 **Qualifying floating charge**

The floating charge created by the Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

5. **RESTRICTIONS AND FURTHER ASSURANCE**

5.1 The Company covenanted with the Security Trustee that during the continuance of the Security constituted by the Deed it shall not without the prior consent in writing of the Security Trustee:

5.1.1 create extend or permit to subsist any Security (other than Permitted Security) over any of the Charged Assets; or

5.1.2 save as permitted or required under the Deed and/or the Facility Agreements, sell, discount, factor, transfer, lease, lend or otherwise dispose of (whether by one or a series of transactions, related or not) any of the Charged Assets.

6. **SUBORDINATION**

The Deed is subject to the Subordination Deed.

PART II

Definitions:

"Accounts"

- (a) the General Account;
- (b) the Rent Account; and
- (c) the Proceeds Account;

and "**Account**" means any one of them as the context may require.

"Agent" means GMAC Commercial Mortgage Investment Limited in its capacities as Mezzanine Agent and Senior Agent.

"Agreement for Lease" means an agreement to grant an Occupational Lease.

"Arranger" means GMAC Commercial Mortgage Investment Limited in its capacities as Mezzanine Arranger and Senior Arranger.

"Borrower" means Capital House Property Investment Limited, (registered in England and Wales with registered number 4751079).

"Charge over Accounts" means the charges over the bank accounts of the Chargors specified therein each dated 22 May 2003 and entered into between each of the Chargors and the Security Trustee.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by or pursuant to the Deed.

"Chargors" means the Company, the Borrower and the Property Owner and "**Chargor**" means any of them.

"Deed" means the cross guarantee and debenture dated 22 May 2003 entered into between the Borrower, each other Chargor and the Security Trustee.

"Disposal Proceeds" means all sums paid or payable or any other consideration given or to be given in money or money's worth for the disposal of any Chargor's interest in all or part of the Property including (without limitation):

- (a) all such sums and other consideration of a capital nature;
- (b) all compensation and damages received for any use or disturbance, blight or compulsory purchase; and
- (c) the cash value of any apportionment of any Rental Income or other sum given or made by any purchaser or other person upon such disposal,

less (i) all costs and expenses properly incurred by such Chargor in disposing of such interest and (ii) a provision for any tax payable by such Chargor as a result of disposing of such interest.

"Dunedin Shares" means all of the 50 Ordinary "B" shares and 650,500 Redeemable Preference shares in the Borrower owned by Dunedin Property (Capital House) Limited.

"Dunedin Share Mortgage" means the mortgage of shares dated 22 May 2003 entered into between Dunedin Property (Capital House) Limited and the Security Trustee in respect of the Dunedin Shares.

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"Duty of Care Deed" means any agreement in form satisfactory to the Senior Agent, entered into or to be entered into between, amongst others, a Managing Agent and the Security Trustee in relation to the management of the Property.

"Facility Agreements" means together the Senior Facility Agreement and the Mezzanine Facility Agreement.

"Fee Letter" means any letter or letters dated on or about the date of the Senior Facility Agreement between the Senior Arranger, the Senior Agent and the Borrower setting out any of the fees referred to in Clause 11 (*Fees*) of the Senior Facility Agreement.

"Finance Documents" means together the Senior Finance Documents and the Mezzanine Finance Documents and **"Finance Document"** means any one of them.

"Finance Parties" means together the Mezzanine Finance Parties and the Senior Finance Parties.

"GMAC Shares" means all of the 50 Ordinary "A" shares and 5,885,835 Redeemable Preference shares in the Borrower owned by GMAC Commercial Mortgage (Ireland) Limited.

"GMAC Share Mortgage" means the mortgage of shares dated 22 May 2003 entered into between GMAC Commercial Mortgage (Ireland) Limited and the Security Trustee in respect of the GMAC Shares.

"General Account" means any account maintained by the Borrower in accordance with Clause 12.1 of the Senior Facility Agreement (*Designation of Accounts*) and includes any interest of the Borrower in any replacement account or sub-division of that account.

"Guarantee" means the guarantee set out in schedule 6 of the Deed (*Guarantee*).

"Hedging Arrangements" means any interest rate swap, currency swap, forward foreign exchange transaction, cap, floor, collar or option transaction or any other treasury transaction or any combination of them or any other transaction entered into between the Borrower and the Hedging Counterparty for the purpose of hedging no less than 80% of the Borrower's interest rate liabilities in relation to all or any part of the Loan.

"Hedging Counterparty" means the counterparty approved by the Senior Agent in respect of the Hedging Arrangements.

"Insurances" means all contracts and policies of insurance (including cover notes) of any nature whatsoever which are from time to time taken out by or on behalf of any Chargor or (to the extent of such interest) in which any Chargor has an interest (including all monies, the proceeds of all claims, awards, judgements and returns of premium in respect of them).

"Intellectual Property Rights" means all and any inventions patents applications for patents registered designs applications for registered designs trade and service marks whether registered or unregistered applications for trade and service marks trade names design rights licences copyrights of all descriptions (and rights by whatever name called affording equivalent or similar protection) confidential information know-how trade secrets research and development information design standards specifications computer software tables of data bills of material calculations formulae product codings and designations and rights under the International Convention for the Protection of Industrial Property 1983 (and licences and permissions granted in respect of any of the aforesaid) in each case wherever the same may be located) and any other property in the nature of intellectual property.

"Investments" means:

1. securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);

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2. warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
3. all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
4. all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights including but not limited to all dividends, interest and other income,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

“Jersey Security Interest Agreements” means:

- (i) a security agreement governed by Jersey law dated 22 May 2003 entered into by the Borrower and the Security Trustee creating a security interest over the issued shares of the Target; and
- (ii) a security agreement governed by Jersey law dated 22 May 2003 entered into by the Target and the Security Trustee creating a security interest over the issued shares of the Property Owner.

“Lease Document” means:

- (a) an Agreement for Lease; or
- (b) an Occupational Lease.

“Loan” means the Loan made or to be made under the Senior Facility Agreement or the principal amount outstanding for the time being of the Loan.

“Management Agreement” means an agreement in form and substance satisfactory to the Agent, between a Chargor and the Managing Agent in relation to the management of the Property.

“Managing Agent” means any managing agent of the Property appointed in accordance with Clause 22.10 of the Senior Facility Agreement (*Managing Agent*).

“Mezzanine Agent” means GMAC Commercial Mortgage Investment Limited as agent under the Mezzanine Facility Agreement.

“Mezzanine Arranger” means GMAC Commercial Mortgage Investment Limited as arranger under the Mezzanine Facility Agreement.

“Mezzanine Facility Agreement” means the mezzanine facility agreement dated 22 May 2003 between the Borrower, the Mezzanine Agent, Mezzanine Arranger, Original Lenders and the Security Trustee.

“Mezzanine Finance Documents” means:

- (a) the Mezzanine Facility Agreement;
- (b) the Subordination Deed;
- (c) any Security Document;
- (d) any Duty of Care Deed;
- (e) any Management Agreement;

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- (f) any Mezzanine Utilisation Request;
- (g) any Mezzanine Transfer Certificate;

any other document designated as such by the Mezzanine Agent and the Borrower.

"Mezzanine Finance Parties" means the Mezzanine Agent, the Mezzanine Arranger, the Security Trustee or a Mezzanine Lender.

"Mezzanine Lender" means:

- (a) any Original Mezzanine Lender; and
- (b) any bank, building society, financial institution, trust, fund or other entity which has become a party to the Mezzanine Facility Agreement in accordance with Clause 21 (*Changes to the Lenders*) of the Mezzanine Facility Agreement,

which in each case has not ceased to be a party to the Mezzanine Facility Agreement in accordance with the terms of the Mezzanine Facility Agreement.

"Mezzanine Transfer Certificate" means a certificate substantially in one of the forms set out in schedule 5 of the Senior Facility Agreement (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.

"Mezzanine Utilisation Request" means a notice substantially in the form set out in Schedule 3 (*Utilisation Request*) of the Mezzanine Facility Agreement or any other form agreed between the Mezzanine Agent and the Borrower.

"Occupational Lease" means any lease or licence or other right of occupation to which the Property may be subject from time to time..

"Original Lenders" means together the Original Senior Lenders and the Original Mezzanine Lenders.

"Original Mezzanine Lenders" means GMAC Commercial Mortgage Investment Limited and Dunedin Property Investment Company Limited, a company registered in Scotland with company number SC076924.

"Original Senior Lenders" means GMAC Commercial Mortgage Investment Limited.

"Permitted Security " means:

- (a) any lien arising by operation of law in the ordinary course of business, in each case securing amounts not more than thirty (30) days overdue;
- (b) Security arising out of retention of title provisions in a supplier's standard conditions of supply of goods where the goods in question are supplied on credit and are required in the ordinary course of business; and
- (c) any Security created pursuant to any Security Document.

"Proceeds Account" means any account maintained by the Borrower in accordance with Clause 12.1 of the Senior Facility Agreement (*Designation of Accounts*) and includes any interest of the Borrower in any replacement account or sub-division of that account.

"Property" means the property specified in Schedule 2 below.

"Property Owner" means Helical Properties (Capital House) Jersey No.2 Limited, a company incorporated in Jersey under registered number 84296.

"Purchase Agreement" means the agreement dated 13 May 2003 entered into between the Seller and

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the Borrower pursuant to which the Seller agreed to sell and the Borrower agreed to purchase the entire issued share capital of the Target upon the terms and subject to the conditions set out in it.

"Receivables" means all present and future book debts, rentals (including, without limitation the Rental Income), royalties, fees, VAT and all other amounts recoverable or receivable by the Chargors from other persons due or owing to the Chargors or any of them and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights.

"Rent Account" means any account maintained by the Borrower in accordance with Clause 12.1 of the Senior Facility Agreement (*Designation of Accounts*) and includes any interest of the Borrower in any replacement account or sub-division of that account.

"Rental Income" means on any day the aggregate of all amounts payable to or for the benefit or account of any Chargor arising from or in connection with the letting, use or occupation of the Property (or any part of the Property), including (without limitation and without double counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for the performance of any tenant's obligations;
- (c) any premium paid on the grant of any Occupational Lease;
- (d) any other monies payable in respect of use and/or occupation;
- (e) proceeds of insurance in respect of loss of rent;
- (f) receipts from or the value of consideration given for the surrender or variation of any letting;
- (g) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Property;
- (h) proceeds paid for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach;
- (i) any contribution to a sinking fund paid by an occupational tenant;
- (j) payments from a guarantor in respect of any of the items listed in its definition;
- (k) interest, damages or compensation in respect of any of the items in this definition; and

any value added tax on any sum mentioned in this definition.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Document" means:

- (a) the Deed;
- (b) the Share Mortgages;
- (c) the Jersey Security Interest Agreements;
- (d) the Charge over Accounts; and
- (e) any other security document that may at any time be given as security for any of the Secured Liabilities pursuant to or in connection with any Finance Document.

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"Seller" means Helical Properties Investments Limited (Company number 01919072) whose registered office is at 11-15 Farm Street, London W1J 5RS.

"Senior Agent" means GMAC Commercial Mortgage Investment Limited as agent under the Senior Facility Agreement.

"Senior Arranger" means GMAC Commercial Mortgage Investment Limited as arranger under the Senior Facility Agreement.

"Senior Facility Agreement" means the senior term loan facility agreement dated 22 May 2003 and made among the Borrower, the Original Senior Lenders, the Senior Arranger, the Senior Agent and the Security Trustee.

"Senior Finance Documents" means:

- (a) the Senior Facility Agreement;
- (b) any Fee Letter;
- (c) the Subordination Deed;
- (d) any Security Document;
- (e) any Hedging Arrangement;
- (f) any Duty of Care Deed;
- (g) any Management Agreement;
- (h) any Senior Utilisation Request;
- (i) any Senior Transfer Certificate;

any other document designated as such by the Senior Agent and the Borrower.

"Senior Lender" means:

- (a) any Original Senior Lender; and
- (b) any bank, building society, financial institution, trust, fund or other entity which has become a party to the Senior Facility Agreement in accordance with Clause 24 (*Changes to the Lenders*) of the Senior Facility Agreement,

which in each case has not ceased to be a party to the Senior Facility Agreement in accordance with the terms of the Senior Facility Agreement.

"Senior Finance Parties" means the Senior Agent, the Senior Arranger, the Security Trustee or a Senior Lender.

"Senior Loan" means the loan made or to be made under the Senior Facility Agreement or the principal amount outstanding for the time being of the Senior Loan.

"Senior Transfer Certificate" means a certificate substantially in one of the forms set out in Schedule 5 (*Form of Transfer Certificate*) of the Senior Facility Agreement or any other form agreed between the Senior Agent and the Borrower.

"Senior Utilisation Request" means a notice substantially in the form set out in Schedule 3 (*Utilisation Request*) of the Senior Facility Agreement.

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“Shareholders” means:

- (a) Dunedin Property Limited, a company registered in Scotland under number SC162141 the registered office of which is at Level 2, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2ET; and
- (b) GMAC Commercial Mortgage (Ireland) Limited, a company registered in Ireland with number 320282, the registered office of which is at 2 Harbourmaster Place, IFSC, Dublin 1, Ireland.

“Share Mortgages” means the Dunedin Share Mortgage and the GMAC Share Mortgage.

“Subordination Deed” means a subordination deed dated 22 May 2003 and made between amongst others the parties to the Deed and certain other creditors of the Chargors.

“Target” means the Company.

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SCHEDULE 2

Property

The freehold and long leasehold property known as Capital House, 25 Chapel Street, London NW1 registered with title absolute at the Land Registry under title numbers LN187641; LN87135; 385632; LN194065; NGL671702.

SCHEDULE 3

Investments

1. The 1,000,000 ordinary shares of £1 each in the Target belonging to the Borrower.
2. The 1,000,000 ordinary shares of £1 each in the Property Owner belonging to the Target.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. FC024219

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 22nd MAY 2003 AND CREATED BY HELICAL PROPERTIES (CAPITAL HOUSE) JERSEY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO THE FINANCE PARTIES (OR ANY OF THEM) 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 4th JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JUNE 2003.

A handwritten signature in black ink, appearing to be 'R. G.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES