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legibly, preferably  
in black type, or  
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\*insert full name  
of Company

## COMPANIES FORM No. 395

Acc 004 08107

## 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

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

For official use

Company number

[S][I][I][I]

5783524

Name of company

\* Pantomime Propco 36 Limited (the "**Company**")

Date of creation of the charge

9 October 2006

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

A debenture with floating charge dated 9 October 2006 (the "**Debenture**")  
made between, among others, the Company, Barclays Capital Mortgage  
Servicing Limited (the "**Security Trustee**") and Barclays Bank PLC.

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or  
contingent, whether owed jointly, severally or in any other capacity  
whatsoever and whether originally incurred by an Obligor or by some other  
person) of each Obligor to the Finance Parties (or any of them) under each  
of the Finance Documents other than under Clause 8 of the Tax Deed (the  
"**Secured Obligations**").

To be read in conjunction with Clause 3 of the Schedule.

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

Barclays Capital Mortgage Servicing Limited  
5 The North Colonnade  
London

Postcode E14 4BB

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

Clifford Chance Limited Liability  
10 Upper Bank Street  
London  
E14 5JJ

For official Use (06/2005)  
Mortgage Section

Post room



LD5  
COMPANIES HOUSE

222  
20/10/2006

Time critical reference  
70-40055162/DNP

Short particulars of all the property mortgaged or charged

Please see attached Schedule.

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

Particulars as to commission allowance or discount (note 3)

None

Signed

*Clifford Chana LLP*

Date

*19 October 2006*

On behalf of ~~BARCLAYS BANK PLC~~ [chargee] † Barclays Capital Mortgage Servicing Limited

**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

**SCHEDULE TO FORM 395 DATED 19 OCTOBER 2006 FOR PANTOMIME PROPCO  
36 LIMITED (COMPANY NUMBER 5783524)**

**1. FIXED SECURITY**

**1.1 Mortgage**

Under the Debenture, the Company charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property.

**1.2 Assignment by way of Security**

The Company assigned and agreed to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1.1 (*Mortgage*) above and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets (where those assets are situated outside Scotland):

- 1.2.1 any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Company in respect of the Real Property;
- 1.2.2 any Rental Income and Disposal Proceeds and the right to make demand for and receive the same; and
- 1.2.3 any Insurance Policies and all proceeds paid or payable thereunder;
- 1.2.4 the Deposit Account, Disposal Proceeds Account, General Account, Holding Account, Mandatory Prepayment Account, Rental Income Account, Service Charge Account and Tax Reserve Account and the debt or debts represented thereby;
- 1.2.5 the Call Option Agreement and the Call Option Charge and all Related Rights; and
- 1.2.6 the Hedge Documents and all proceeds paid or payable thereunder.

**1.3 Fixed charges**

Under the Debenture, the Company charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1.1 (*Mortgage*) above or assigned pursuant to Clause 1.2 (*Assignment by way of Security*) above with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets (where those assets are situated outside Scotland):

- 1.3.1 the Real Property and all Related Rights;
- 1.3.2 the Deposit Account, Disposal Proceeds Account, General Account, Holding Account, Mandatory Prepayment Account, Rental Income Account, Service Charge Account and the Tax Reserve Account;
- 1.3.3 each of its present and future accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby;
- 1.3.4 the Call Option Agreement and the Call Option Charge and all Related Rights;
- 1.3.5 the Hedge Documents and all proceeds paid or payable thereunder and each of its present and future interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights;
- 1.3.6 book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- 1.3.7 patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights;
- 1.3.8 plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights;
- 1.3.9 goodwill and rights and claims in relation to its uncalled share capital;
- 1.3.10 rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;
- 1.3.11 Subsidiary Shares and Related Rights;
- 1.3.12 stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of any Company and all Related Rights; and
- 1.3.13 each of the assets which are specified in Clause 1.2 (*Assignment by way of Security*) above.

## **2. FLOATING CHARGE**

### **2.1 Floating charge**

2.1.1 Under the Debenture, the Company with full title guarantee (and with absolute warrandice in relation to assets situated in Scotland or otherwise governed by Scottish law) charges in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Company wherever situated.

2.1.2 The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee (as trustee for the Finance Parties) as security for the Secured Obligations.

2.1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above.

### **2.2 Real Property**

A reference in this Form 395 to a mortgage, assignment or charge of any freehold or leasehold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.

## **3. DEFINED TERMS**

3.1 In this Form 395 the following terms have the following meanings:

**"Account Holder"** means Pantomime Propco 38 Limited (registered in England and Wales with Company Number 5783540)

**"Acquisition"** means the acquisition by Pedalclip Limited of all the issued share capital of GHG and such other items as are specified in the Acquisition Agreement

**"Acquisition Agreement"** means the sale and purchase agreement dated 24 April 2006 relating to the Acquisition and made between Pedalclip Limited and the vendors detailed therein

**"Administration Event"** means

- (a) the presentation of an application to the court for the making of an administration order in relation to a Chargor; or
- (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to a Chargor or files such a notice with the court

**"Agent"** means Barclays Bank PLC as agent for the Finance Parties

**"Assignment of Rent"** means an assignment of rent in agreed form by each relevant Obligor in favour of the Security Trustee in respect of each Occupational Lease of any Property situated in Scotland

**"Borrower"** means each of the persons who is a borrower under the Facility Agreement but any such person shall cease to be a Borrower to the extent only that that person is released from the Facility Agreement in accordance the Facility Agreement

**"Call Option Agreement"** means, in respect of each Property that is the subject of a Principal Lease, any call option agreement relating to the chattels, fittings and fixtures in respect of that Property between the relevant Borrower and the Tenant with the Agent as party

**"Call Option Charge"** means, in respect of a Property that is the subject of a Principal Lease, the charge granted by each relevant Tenant in favour of the relevant Borrower over the chattels, fittings and fixtures in respect of that Property with the Agent as party, and includes any intercreditor agreement entered into between, among others, the Obligors' Agent and the Security Trustee under (and as defined in) the Tenant Group Loan Agreement

**"Charged Assets"** means each of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Trustee by or pursuant to this Debenture, any Legal Charge or any Scottish Security

**"Chargor"** means the persons listed in Schedule 1 (*Chargors*) of the Debenture

**"Commitment"** means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Part I of Schedule 1 (*Original Parties*) of the Facility Agreement and the amount of any other commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any commitment transferred to it under the Facility Agreement,

to the extent not cancelled, increased, reduced or transferred by it under the Facility Agreement.

**"Commitment Letter"** means the commitment letter between, among others, Barclays Capital and Pantomime Propco I Limited dated 24 April 2006, as amended on 12 May 2006 and on 12 June 2006

**"Counterparty"** means Barclays Bank PLC, Dresdner Bank AG, HBOS Treasury Services PLC and Mizuho Corporate Bank Limited as counterparties to the Hedge Documents

**"Deposit Account"** means the deposit account maintained by the Account Holder in accordance with the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Disposal Proceeds"** means the aggregate of:

- (a) all sums paid or payable or any other consideration given or to be given in money or money's worth for the disposal in whole or in part of a Borrower's interest in all or part of any Property or for the disposal in whole or in part of the Shares held in a Borrower or a Holdco which shall be taken to include (without limitation):
  - (i) all such sums and other consideration;
  - (ii) all compensation and damages received for any use or disturbance, blight or compulsory purchase, nationalisation or other expropriation;
  - (iii) any consideration received by or on behalf of the Borrower for an apportionment of Rental Income or other sum given or made to any purchaser or other person upon such a disposal;
  - (iv) the sum of any deposit paid upon exchange of contracts;
  - (v) any amount deposited into the Disposal Proceeds Account in accordance with the Facility Agreement (by way of addition to any such amount representing Net Disposal Proceeds); and
  - (vi) any amount in respect of or which represents VAT; and
- (b) the proceeds of any refinancing entered into in connection with any disposal of Shares for the repayment or prepayment of the Loan owed by the relevant Borrower.

**"Disposal Proceeds Account"** means the disposal proceeds account maintained by the Account Holder in accordance with the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Facility Agreement"** means the facility agreement dated 6 October 2006 between, amongst others, Barclays Capital, Dresdner Kleinwort Limited, The Governor and Company of the Bank of Scotland and Mizuho Corporate Bank Ltd as Mandated Lead Arrangers, Barclays Bank PLC as the Agent and Account Bank, Barclays Capital Mortgage Servicing Limited as Security Trustee, the Original Borrowers and the Original Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time)

**"Finance Documents"** means the Facility Agreement and each other document defined as a Finance Document in the Facility Agreement

**"Finance Parties"** means each of the Agent, the Security Trustee, the Mandated Lead Arrangers, the Counterparties, the Servicer and the Lenders

**"General Account"** means the general account maintained by the Account Holder in accordance with the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"GHG"** means General Healthcare Group Limited, a company incorporated under the laws of England and Wales with registered number 04026079

**"Hedge Document"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by an Obligor and a Counterparty for the purpose of hedging interest rate liabilities in relation to the Facility Agreement in accordance with the Hedging Letter

**"Hedging Letter"** means the form of letter attached to the Commitment Letter as amended and restated on 12 May 2006 between Pedalclip Limited and Barclays

**"Holdcos"** means each person referred to as a holdco in the Facility Agreement but any such person shall cease to be a holdco to the extent only that that person is released from the Facility Agreement in accordance with the Facility Agreement

**"Holding Account"** means the holding account maintained by the Account Holder in accordance with the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Insurance Policy"** means any policy of insurance or assurance in which a Borrower may at any time have an interest entered into in accordance with the Facility Agreement.

**"Lease"** means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of a Property and any agreement or other contract for the grant of any of the foregoing

**"Legal Charge"** means each mortgage or legal charge in respect of all or any part of the Real Property between a Chargor and the Security Trustee substantially in the form attached to the Debenture

**"Lenders"** means:

- (a) any Original Lender; and
- (b) any person, bank, financial institution, trust, fund or other entity which has become a Party as a lender in accordance with the Facility Agreement.

**"Loan"** means a loan made or to be made under the Facility Agreement or the principal amount outstanding for the time being of that loan

**"Majority Lenders"** means:



- (a) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than 66<sup>2/3</sup> per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66<sup>2/3</sup> per cent. of the Total Commitments immediately prior to the reduction); or
- (b) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 66<sup>2/3</sup> per cent of all the Loans then outstanding.

**"Mandated Lead Arrangers"** means Barclays Capital, Dresdner Kleinwort Limited, The Governor and Company of the Bank of Scotland and Mizuho Corporate Bank Limited as the mandated arrangers of the Facility Agreement

**"Mandatory Pre-Payment Account"** means the account maintained by the Account Holder in accordance with the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Mortgaged Property"** means means the freehold and leasehold property specified in the schedule to each Legal Charge

**"Net Disposal Proceeds"** means, upon the disposal of any interest in a Property or Shares in a Borrower or Holdco, the Disposal Proceeds derived from such disposal after deducting any direct costs and expenses (including any part of such costs and expenses in respect of or which represents VAT, save to the extent that such Borrower or Holdco is entitled to credit or repayment in respect of such VAT from the relevant Tax Authority) and Tax approved in writing by the Agent incurred in connection with such disposal

**"Obligor"** means each of the Borrowers, the Holdcos, the Obligors' Agent and the Account Holder.

**"Obligors' Agent"** means Pantomime Propco 38 Limited (registered in England and Wales with Company Number 5783540)

**"Occupational Lease"** means any Lease to which a Borrower's interest in a Property may be subject from time to time, including without limitation, a Principal Lease

**"Original Borrowers"** means the original borrowers under the Facility Agreement as borrowers

**"Original Lender"** means the original lenders under the Facility Agreement as original lenders.

**"Party"** means a party to the Facility Agreement or to any other Finance Document.

**"Principal Lease"** means each lease in the agreed form or otherwise in form and substance approved by the Agent (acting on the instructions of the Majority Lenders, acting reasonably) setting out the terms and conditions of the leases of the Properties or

such other real estate acquired by the Propco Group on or after the date of the Facility Agreement and entered into between members of the Tenant Group and members of the Propco Group following implementation of the Property Restructuring in accordance with the Structure Description

**"Propco Group"** means each Obligor and each of their respective Subsidiaries for the time being

**"Property"** means each of:

- (a) the freehold, leasehold and heritable properties referred to as such in the Facility Agreement, more particularly defined as the Mortgaged Property in the Debenture and the Legal Charge or in the Scottish Securities; and
- (b) any other present or future freehold, heritable and leasehold property in which a Borrower has an interest,

but any such property shall cease to be included in this definition to the extent only that a Borrower has disposed of any such property in accordance with the Facility Agreement and that property is irrevocably released from the Security constituted under the Finance Documents.

**"Property Restructuring"** means the reorganisation of the GHG group and its holdings of Properties as set out in the Structure Description

**"Real Property"** means (including as provided in Clause 2.2 (*Real Property*) of this Schedule), the Mortgaged Property and any present or future freehold, heritable or leasehold property in which any Chargor has an interest

**"Related Rights"** means, in relation to any asset:

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

any moneys and proceeds paid or payable in respect of that asset

**"Rental Income"** means all sums paid or payable to or for the benefit of any Obligor arising from the letting, use or occupation of all or any part of any Property, including, without limitation (and without double counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received or receivable from any deposit held as security for performance of any tenant's obligations;

- (c) a sum equal to any apportionment of rent allowed in favour of an Obligor pursuant to the Acquisition Agreement;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture or fitting on that Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable or the value of consideration given for the grant, surrender or variation of any Lease;
- (g) any sum paid or payable in respect of service charge payments;
- (h) any sum paid or payable for a breach of covenant or dilapidations under any Lease in relation to a Property and for expenses incurred in relation to any such breach;
- (i) any contribution to a sinking fund paid or payable by an occupational tenant under an Occupational Lease;
- (j) any contribution by an occupational tenant of a Property to ground rent due under any Lease out of which an Obligor derives its interest in that Property;
- (k) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (l) any Service Charge Expenses paid or payable;
- (m) any sum paid or payable in respect of interest, damages or compensation in respect of any of the items in the definition;
- (n) any other amounts paid into the Rental Income Account in accordance with the Facility Agreement;
- (o) any payment from a guarantor or other surety in respect of any of the items listed in this definition; and
- (p) to the extent not already part of the amounts referred to in paragraphs (a) to (n) above, any amount in respect of or which represents VAT.

**"Rental Income Account"** means the rental income account maintained by the Account Holder in accordance with the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Scottish Security"** means any Assignment of Rent and/or any Standard Security

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

**"Service Charge Account"** means the service charge account maintained by the Account Holder in accordance with the Facility Agreement and includes its interest in any replacement account or sub account or sub division of that account

**"Service Charge Expenses"** means:

- (a) any expense or liability (including any expense or liability to the extent that it is a payment in respect of or which represents VAT on supplies made by the landlord to the tenant under the relevant Occupational Lease) incurred by a tenant under an Occupational Lease;
- (vii) by way of reimbursement of expenses (including amounts in respect of or which represent VAT to the extent provided for and otherwise in accordance with the relevant Occupational Lease) incurred, or on account of expenses to be incurred, by or on behalf of an Obligor in the management, maintenance and repair or similar obligation of, or the provision of services specified in that Occupational Lease in respect of, the relevant Property and the payment of insurance premiums for that Property or the cost of an insurance valuation;
- (viii) to, or for expenses (including amounts in respect of or which represent VAT to the extent provided for and otherwise in accordance with the relevant Occupational Lease) incurred by or on behalf of, an Obligor for a breach of covenant where such amount is or is to be applied by that Obligor in remedying such breach or discharging such expenses;
- (b) any contribution to a sinking fund paid by a tenant under its Occupational Lease;
- (c) any contribution paid by a tenant to ground rent (or any amount in respect of or which represents VAT chargeable in respect of ground rent) due under any Lease out of which an Obligor derives its interest in that Property; and
- (d) to the extent not already part of the amounts referred to in paragraphs (a) to (c) above, any amount of Rental Income in respect of or which represents VAT.

**"Servicer"** means Barclays Capital Mortgage Servicing Limited or such other person appointed by the Agent (acting upon the direction of the Majority Lenders) to act as loan servicer under the Facility Agreement

**"Share"** means means any stock, share, debenture, interest in a limited liability partnership or other security.

**"Standard Security"** means, in relation to any Property situated in Scotland, each of the standard securities under Scots law in the form required by the Agent granted or to be granted by each relevant Obligor in favour of the Security Trustee

**"Structure Description"** means Schedule 2 to the Tax Deed

**"Subsidiaries"** mean in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

**"Subsidiary Shares"** means all present and future shares owned by any Chargor in its Subsidiaries from time to time, including without limitation all subsidiary shares listed in Schedule 2 (*Subsidiary Shares*) of the Debenture

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "Taxes", "Taxation" and comparable expressions shall be construed accordingly

**"Tax Authority"** means any government, state or municipality or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function (including, without limitation, Her Majesty's Revenue and Customs)

**"Tax Deed"** means the tax deed of covenants, representations and warranties entered into or to be entered into by each Obligor in favour of the Agent

**"Tax Reserve Account"** means the tax reserve account maintained by the Account Holder in accordance with the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Tenant"** means each tenant of the Properties, and includes any guarantor or surety for, or any assignee of, any such tenant under its Occupational Lease

**"Tenant Group"** means the Tenant Parent and each of its Subsidiaries for the time being (but excluding for all purposes any Subsidiary which the Tenant Parent confirms is a Tenant Group Unrestricted Subsidiary)

**"Tenant Group Loan Agreement"** means the loan agreement entered or to be entered into between certain members of the Tenant Group as borrowers and arranged by Barclays Capital, Dresdner Kleinwort Limited, The Governor and Company of the Bank of Scotland and Mizuho Corporate Bank, Ltd. as Mandated Lead Arrangers (all

as defined therein) as the same may be amended, varied, supplemented, novated or replaced in whole or part from time to time

**"Tenant Group Unrestricted Subsidiary"** means any limited liability company which is established as a Subsidiary of a member of the Tenant Group and which itself owns no companies which are members of the Tenant Group or the GHG group and which is designated as an "Unrestricted Subsidiary" by written notice from the Tenant Parent for the purpose of the Tenant Group Loan Agreement

**"Tenant Parent"** means Pantomime Propco I Limited, a company incorporated under the laws of England and Wales with registered number 05783437

**"Total Commitments"** means the aggregate of the Commitments being £1,650,000,000 at the date of the Facility Agreement.

### 3.2 **Terms defined elsewhere**

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Facility Agreement.

## 4. **ADDITIONAL INFORMATION**

The Debenture and the Facility Agreement contain:

- 4.1 restrictions on the ability of the Company to create or permit to subsist any Security on any part of the assets charged under the Debenture or dispose of or otherwise deal with any part of such assets; and
- 4.2 a covenant for further assurances.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05783524

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE WITH FLOATING CHARGE DATED THE 9th OCTOBER 2006 AND CREATED BY PANTOMIME PROPCO 36 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES (OR ANY OF THEM) 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 20th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th OCTOBER 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES