

Particulars of a mortgage or charge

395

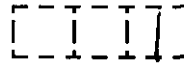
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4467230

Name of company

* Sun CP Properties Limited (the "Company")

Date of creation of the charge

5 November 2002

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

Debenture dated 5 November 2002 made between the Chargors (as defined in the attached Schedule) in favour of Crédit Lyonnais ((in its capacity as Security Agent) (as defined in the attached Schedule)) (the "Debenture")

Amount secured by the mortgage or charge

See Part II of the attached schedule

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

Crédit Lyonnais
United Kingdom Main Office
Broadwalk House, 5 Appold Street
London
Postcode EC2A 2DA

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

TSMHA/1095851

Time critical reference

For official Use
Mortgage Section

Post room



LD8
COMPANIES HOUSE

0458
15/11/02

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CHFP025

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

*insert full name of Company

Short particulars of all the property mortgaged or charged

See Part III of the attached schedule.

NB - Part IV of the attached schedule contains covenants by and restrictions on the Company which protect and further define the charges and which must be read as part of the charges created.

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)

N/A

Signed

Lovells

Date

14 November 2002

On behalf of ~~[company]~~ [mortgagee/chargee] †

SOLICITORS

A fee of £10 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 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

SCHEDULE TO FORM 395 FOR SUN CP PROPERTIES LIMITED DEBENTURE

Part I

Definitions

In this Form 395 the following expressions shall have the meaning respectively set out below:

"Acquisition Agreement Claims" in relation to the Company, all its rights, title and interest and benefit in and to, and any sums payable to it pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of it, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to any Acquisition Agreement (as defined in the Facilities Agreement);

"Assets" in relation to the Company, all its undertaking, property, assets, rights and revenues whatever, on the Debenture Date or thereafter, wherever situated in the world and includes each or any of them;

"Beneficiaries" collectively each of the Senior Finance Parties, each of the Mezzanine Finance Parties and each of the Hedging Banks and includes any one or more of them and **"Beneficiary"** shall be construed accordingly;

"Chargors" collectively each of Sun CP Midco Limited and Sun CP Properties Limited;

"Debenture Date" 5 November 2002;

"Debt Service Reserve Account" shall have the meaning given to that term in the Facilities Agreement;

"Disposal Proceeds" shall have the meaning given to that term in the Facilities Agreement;

"Disposal Proceeds Account" shall have the meaning given to that term in the Facilities Agreement;

"Event of Default" an Event of Default under the Facilities Agreement or an Event of Default under the Mezzanine Loan Agreement;

"Facilities Agreement" the facilities agreement dated 5 November 2002 made between, amongst others, Sun CP Midco Limited (as the Company), Sun CP Properties Limited (as Original Borrower), the companies listed in Part 2 of Schedule 1 thereto (as Original Guarantors), Credit Suisse First Boston, London branch (as Adviser), Credit Suisse First Boston, London branch and Crédit Lyonnais (as Joint Lead Arrangers), Credit Suisse First Boston, London branch and Crédit Lyonnais (as Joint Bookrunners), the financial institutions listed in Part 3 and Part 4 of Schedule 1 thereto (as Original Lenders), Crédit Lyonnais (as Agent) and Crédit Lyonnais (as Security Agent) which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

"Finance Documents" each of the Senior Finance Documents, each of the Mezzanine Finance Documents and each of the Hedging Documents and **"Finance Document"** means any of them;

"Floating Charge Assets" insofar only as concerns the floating charge created by clause 3.1(o) (*Charging Clause*) of the Debenture, Assets, for the time being comprised within such floating charge;

"Group" shall have the meaning given to that term in the Facilities Agreement;

"Hedging Banks" has the meaning given to that term in the Intercreditor Deed;

"Hedging Documents" has the meaning given to it in the Intercreditor Deed;

"Insurance Deed" the insurance deed dated 5 November 2002 made between Eakring (Insurances) Limited, Center Parcs (Jersey) 1 Limited, Deutsche Bank AG, Center Parcs (Operating Company) Limited, CP (Oasis Property) Limited, CP (Sherwood Property) Limited, Longleat Property Limited, Sun CP Properties Limited, Center Parcs Elveden Limited, Elveden Property Limited and Credit Lyonnais (in its capacity as Security Agent);

"Insurance Proceeds" has the meaning given to that term in clause 5.1(b) (*Collection of Proceeds*) of the Debenture;

"Intellectual Property" patents (including, without limitation, supplementary protection certificates), utility models, registered and unregistered, trade marks (including, without limitation, service marks and the Trade Marks) and rights in passing off, rights in domain names, copyright and rights in the nature of copyright, database rights, design rights, registered and unregistered design rights and all other intellectual property rights and, in each case, rights of a similar or corresponding character and any extensions and renewals of and any applications for such rights;

"Intellectual Property Rights" all and any of the Intellectual Property and other rights, causes of action, interests and assets charged pursuant to clause 3.1(j) (*Charging Clause*) of the Debenture;

"Intercreditor Deed" the intercreditor deed dated 5 November 2002 and made between Crédit Lyonnais (as Security Agent), Crédit Lyonnais (as Senior Agent), the banks, financial institutions, trusts, funds and other entities named in Schedule 1 thereto (as Senior Creditors), the banks, financial institutions, trusts, funds and other entities named in Schedule 2 thereto (as Hedging Banks), Crédit Lyonnais (as Mezzanine Agent), the banks, financial institutions, trusts, funds and other entities named in Schedule 3 thereto (as Mezzanine Creditors), the financial institutions, funds and other persons named in Schedule 4 thereto (as Investors), Sun CP Midco Limited (as the Company) and the other obligors named in Schedule 5 thereto (as Obligors), which expression shall include any amendments, supplements, accessions, variations or additions to such deed, however fundamental;

"Land" includes all estates or interests in any freehold or leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures subject to the rights of the tenant) and all proceeds of sale of any Land;

"Lease" has the meaning given to that term in the Facilities Agreement;

"Lease Document" has the meaning given to that term in the Facilities Agreement;

"Majority Lenders" has the meaning given to that term in the Facilities Agreement;

"Mezzanine Finance Documents" collectively, any Fee Letter, any Accession Letter, any Transfer Certificate (each of the foregoing terms having the meaning given to them in the Mezzanine Loan Agreement), the Intercreditor Deed, the Mezzanine Loan Agreement, the Hedging Documents and the Security Documents and any other document so designated by the Mezzanine Agent (as defined in the Intercreditor Deed) and the Company and includes any amendments, supplements or additions thereto;

"Mezzanine Finance Parties" collectively, the Arranger and the Adviser (as defined in the Mezzanine Loan Agreement), the Mezzanine Agent, the Mezzanine Bookrunner, each of the Mezzanine Creditors (each of the foregoing terms having the meaning given to them in the Intercreditor Deed) and (after the Senior Discharge Date) the Security Agent and **"Mezzanine Finance Party"** means any of them;

"Mezzanine Loan Agreement" the loan agreement dated 5 November 2002 made between, amongst others, Sun CP Midco Limited (as the Company), Sun CP Properties Limited (as Original Borrower), the companies listed in Part 2 of Schedule 1 thereto (as Original Guarantors), Credit Suisse First Boston, London branch (as Adviser), Credit Suisse First Boston, London branch (as Arranger), Credit Suisse First Boston, London branch (as Bookrunner), the financial institutions listed in Part 3 and Part 4 of Schedule 1 thereto (as Original Lenders), Crédit Lyonnais (as Agent) and Crédit Lyonnais (as Security Agent) which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

"New Subsidiary" any Subsidiary of the Company which is incorporated or acquired after the Debenture Date;

"Operating Agreements" each of the Acquisition Agreements, each of the Property Documents, each of the Elveden Documents, the Insurance Deed and each Management Agreement (each term as defined in the Facilities Agreement);

"Permitted Security" shall have the meaning given to the terms in the Facilities Agreement;

"Proceeds" has the meaning given to that term in clause 5.2 (*Collection of Proceeds*) of the Debenture;

"Property Document" has the meaning given to that term in the Facilities Agreement;

"Receivables" in relation to the Company, all sums of money receivable by the Company on the Debenture Date or in the future, consisting of or payable under or derived from any of its Assets, (including any Disposal Proceeds, Insurance Proceeds, VAT recoveries and Rental Income);

"Rental Income" shall have the meaning given to that term in the Facilities Agreement;

"Rental Income Account" shall have the meaning given to that term in the Facilities Agreement;

"Secured Sums" all money and liabilities covenanted to be paid or discharged by the Company to the Beneficiaries under clause 2.1 (*Covenant to Pay*) of the Debenture;

"Securities" in relation to the Company, all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) on the Debenture Date or in the future owned at law or in equity by the Company, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by the Company in any other member of the Group;

"Security Agent" Crédit Lyonnais acting as security agent and trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries pursuant to the Facilities Agreement and/or Mezzanine Loan Agreement;

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Deed;

"Senior Finance Documents" the Facilities Agreement, the Security Documents, any Fee Letter, any Accession Letter and any Transfer Certificate (each as defined in the Facilities Agreement), the Intercreditor Deed, the Hedging Documents and any other document designated as such by the Senior Agent (as defined in the Intercreditor Deed) and Sun CP Midco Limited and includes any amendments, supplements or additions thereto;

"Senior Finance Parties" collectively, the Adviser (as defined in the Facilities Agreement), the Senior Agent, each of the Joint Lead Arrangers, each of the Joint Bookrunners, each of the Senior Creditors (each of the foregoing terms having the meaning given to them in the Intercreditor Deed) and (until the Senior Discharge Date) the Security Agent and **"Senior Finance Party"** means any of them;

"Subsidiary" has the meaning given to that term in the Facilities Agreement;

"VAT Income" has the meaning given to that term in the Facilities Agreement; and

"VAT Recoveries Account" has the meaning given to that term in the Facilities Agreement.

Part II

Amount Secured by Mortgage or Charge

1. All money and liabilities on the Debenture Date or thereafter due, owing or incurred, to each Beneficiary by the Company under or pursuant to the Senior Finance Documents whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant Senior Finance Documents, including all interest, commission, fees, charges, costs and expenses and so that interest shall be computed and compounded in accordance with the Senior Finance Documents (after as well as before any demand or judgment);
2. All money and liabilities on the Debenture Date or thereafter due, owing or incurred to each Beneficiary by such Chargor under or pursuant to the Mezzanine Finance Documents whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant Mezzanine Finance Documents, including all interest, commission, fees, charges, costs and expenses and so that interest shall be computed and compounded in accordance with the Mezzanine Finance Documents (after as well as before any demand or judgment).

Part III

Particulars of Property Mortgaged or Charged

1. Under clause 3.1 (*Charging clause*) of the Debenture the Company with full title guarantee charged as continuing security to the Security Agent for the payment or discharge of all Secured Sums:
 - (a) by way of first fixed charge, all Land after the Debenture Date becoming the property of the Company;
 - (b) by way of first fixed charge, all interests in Land on the Debenture Date or thereafter belonging to the Company not charged under clause 3.1(a)-(c) of the Debenture and all licences on the Debenture Date or thereafter held by the Company to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Company on the Debenture Date or thereafter becomes entitled;
 - (c) by way of first fixed charge, all plant and machinery on the Debenture Date or thereafter attached to any Land which, or an interest in which, is charged under the provisions of clause 3.1(a)-(d) of the Debenture and all rights and interests of the Company under all agreements on the Debenture Date or thereafter for the purchase, maintenance or use of plant and machinery so attached;
 - (d) by way of first fixed charge, all income and all debts and claims on the Debenture Date or thereafter due or owing to the Company which are not

otherwise charged under the provisions of clause 3.1(a)-(e) of the Debenture under or in connection with any lease, agreement or licence relating to Land;

- (e) by way of first fixed equitable charge, all Securities belonging to the Company;
- (f) by way of first fixed charge, all contracts and policies of insurance and assurance on the Debenture Date or thereafter held by or otherwise benefiting the Company and all rights and interests of the Company which are not otherwise charged under the provisions of clause 3.1(a)-(g) of the Debenture in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
- (g) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company;
- (h)
 - (i) by way of first fixed charge all Intellectual Property belonging to the Company on the Debenture Date or thereafter, in any part of the world including the Trade Marks and any Intellectual Property to which the Company is not absolutely entitled or to which it is entitled together with others;
 - (ii) by way of first fixed charge all the benefit of agreements and licences on the Debenture Date or thereafter entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world; and
 - (iii) by way of first fixed charge all trade secrets, confidential information and know how owned or enjoyed by the Company on the Debenture Date or thereafter in any part of the world;
- (i) by way of first fixed charge, all book and other debts on the Debenture Date or thereafter owing to the Company and all rights and claims of the Company against third parties on the Debenture Date or thereafter, capable of being satisfied by the payment of money (except rights and claims effectively charged under the provisions of clause 3.1(a)-(j) of the Debenture);
- (j) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies on the Debenture Date or thereafter available to the Company as security for any Proceeds or for the performance by any third party of any obligation on the Debenture Date or in the future owed to the Company;
- (k) by way of first fixed charge, all money at any time standing to the credit of any Disposal Proceeds Account, Rental Income Account, Debt Service Reserve Account and VAT Recoveries Account relating to the Company, including all Disposal Proceeds, Insurance Proceeds, VAT recoveries and Rental Income;
- (l) by way of first fixed charge, the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them, held by the Company on the Debenture Date or thereafter; and
- (m) by way of floating charge:
 - (i) all Assets on the Debenture Date or thereafter owned by the Company except to the extent that such Assets are for the time being effectively charged by any fixed charge by the provisions of clause 3.1(a)-(n) of the

Debenture, including any Assets comprised within a charge which is reconverted under clause 3.6 of the Debenture; and

- (ii) without exception all Assets insofar as they are for the time being situated in Scotland.

2. By clause 3.2 (*Charging Clause*) of the Debenture, the Company with full title guarantee assigned in favour of the Security Agent (insofar as they were capable of being assigned by way of security and subject to the right of the Company to redeem such assignment upon the full payment or discharge of all Secured Sums):

- (a) all claims of the Company against all persons who are on the Debenture Date or thereafter the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
- (b) the benefit of all guarantees, warranties and representations given or made to the Company by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures on the Debenture Date or thereafter attached to such Land;
- (c) the benefit of all rights and claims to which the Company is on the Debenture Date or thereafter entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
- (d) all rights and claims to which the Company is on the Debenture Date or thereafter entitled against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty or similar agreement;
- (e) the benefit of all rights and claims to which the Company is on the Debenture Date or thereafter entitled under or in respect of any joint venture, partnership or similar arrangement or agreement;
- (f) the benefit of and all of its rights, title and interest (on the Debenture Date or thereafter) to, under or in connection with each of the Operating Agreements; and
- (g) the Acquisition Agreement Claims of the Company.

Part IV

Covenants and Restrictions

1. By clause 5.1 (*Collection of Proceeds*) of the Debenture, the Company agreed it shall each collect in and realise all:

- (a) Rental Income and shall in accordance with the terms of the Facilities Agreement and the Mezzanine Loan Agreement promptly pay all Rental Income directly into the Rental Income Account;
- (b) proceeds of any insurance claim or a claim under the Insurance Deed paid in respect of any loss or damage to any asset of the Group (together, the "**Insurance Proceeds**") and shall in accordance with the terms of the Facilities

Agreement and the Mezzanine Loan Agreement promptly pay all Insurance Proceeds into the Disposal Proceeds Account;

- (c) Disposal Proceeds and shall in accordance with the terms of the Facilities Agreement and the Mezzanine Loan Agreement promptly pay all Net Disposal Proceeds (as defined in the Facilities Agreement) into the Disposal Proceeds Account;
- (d) VAT recoveries and shall in accordance with the Facilities Agreement and the Mezzanine Loan Agreement promptly pay such VAT recoveries into the VAT Recoveries Account; and
- (e) Receivables, other than Rental Income, Insurance Proceeds, Net Disposal Proceeds and VAT recoveries and shall promptly pay such Receivables into the Rental Income Account.

2. By clause 5.2 (*Collection of Proceeds*) of the Debenture, the Company agreed the Company shall, pending all such payments referred to in clause 5.1 of the Debenture, hold all Disposal Proceeds, Insurance Proceeds, VAT recoveries, Rental Income and Receivables (together, the "**Proceeds**") so received upon trust for the Security Agent and shall not, without the prior written consent of the Security Agent, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Proceeds in favour of any other person or purport to do so.
3. By clause 5.4 (*Collection of Proceeds*) of the Debenture, the Company agreed that If the Security Agent releases, waives or postpones its rights in respect of any Proceeds for the purpose of enabling the Company to factor or discount them to a third party, the charges created by the Debenture shall in all other respects remain in full force and effect. In particular all amounts becoming due to the Company from the third party and any Proceeds re-assigned, or due to be re-assigned, by the third party to the Company shall be subject to the relevant fixed charge created by clause 3.1 (*Charging Clause*) of the Debenture, subject only to any defences or rights of set-off which the third party may have against the Company.
4. By clause 6.1 (*Negative Pledge and Other Restrictions*) of the Debenture, the Company agreed it shall not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):
 - (a) create, or agree or attempt to create, or permit to subsist, any Security over any of its Assets, including, for the avoidance of doubt, any Floating Charge Asset;
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, its Land or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access or the right to use or copy any such Intellectual Property Right, save as is expressly permitted by the Facilities Agreement and the Mezzanine Loan Agreement.
5. By clause 9.2 (*General Covenants*) of the Debenture, the Company shall not, without the prior written consent of the Security Agent, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.
6. By clause 9.5 (*General Covenants*) of the Debenture, the Company will ensure that no dormant Subsidiary will create or attempt to create or allow to arise or subsist or have outstanding Security (except for Permitted Security).

7. By clause 11.1(b) (*Property Covenants*) of the Debenture, the Company shall not at any time (save as permitted by any Lease or Property Document or Elveden Document):
- (a) effect, carry out or permit any material demolition, reconstruction or rebuilding of or any material structural alteration or material change in the use of the Property; or
 - (b) sever or unfix or remove any of the fixtures, fittings, plant or machinery (other than its stock in trade or work in progress) on or in the Property (except for the purpose and in the course of making necessary repairs thereto or of replacing the same with new or improved models or substitutes or for the purpose of effecting any disposal permitted by clause 22.3 (*Disposals*) of the Facilities Agreement and clause 22.3 (*Disposals*) of the Mezzanine Loan Agreement) without the consent of the Security Agent (acting reasonably);
8. By clause 11.2 (*Property Covenants*) of the Debenture, the Company shall not:
- (i) agree to any amendment or waiver of any Lease;
 - (ii) grant any new contractual licence or right to occupy any part of a Property;
 - (iii) consent to any assignment of any tenant's interest under any Lease; or
 - (iv) waive, release, forfeit or exercise any right of re-entry or vary any obligation under the terms of or exercise any option or power to break or extend any Lease,
- in each case, without the consent of the Majority Lenders (acting reasonably) if such action could have a material adverse effect on the value of the Property or any member of the Group.
9. By clause 11.3 (*Property Covenants*) of the Debenture, the Company shall not, without the prior written consent of the Security Agent, at any time enter into onerous or restrictive obligations affecting any Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might adversely affect its value or the value of the security over it.
- 9.1 By clause 12 (*Intellectual Property Covenants*) of the Debenture, the Company agreed it shall not, during the continuance of the Debenture, unless the Security Agent otherwise consents in writing:
- (a) sell, assign, transfer, license, sub-licence or agree to license any Intellectual Property Rights or any interest therein or permit any third party to use or exploit such Intellectual Property Rights; and
 - (b) alter any specification for which any Trade Mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any Trade Mark.
10. By clause 13.1 (*Leases, Possession of Land and Consolidation of Mortgages*) of the Debenture, the Company agreed it shall not except as otherwise permitted by the Finance Documents, without the prior written consent of the Security Agent, exercise any power of leasing, or accepting surrenders of leases of, any Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet nor make any election to waive exemption under paragraph 2 Schedule 10 Value Added Tax Act 1994 in its capacity as landlord of any such Land.
11. By clause 13.2 (*Leases, Possession of Land and Consolidation of Mortgages*) of the Debenture, the Company agreed it shall not except as otherwise permitted by the Finance

Documents, part with possession (except on the determination of any lease, tenancy or licence granted to the Company) of any Land or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Security Agent.

FILE COPY



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

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

COMPANY No. 04467230

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th NOVEMBER 2002 AND CREATED BY SUN CP PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND BY SUCH CHARGOR TO EACH BENEFICIARY 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 15th NOVEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th NOVEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —