

181524/10

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.

M

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

Name of company

2

4467230

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

\*insert full 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)

Security interest agreement dated 5 November 2002 made between the Company (1) and Crédit Lyonnais ((in its capacity as Security Agent) (as defined in the attached Schedule)) (2) (the "Security Interest Agreement")

Amount secured by the mortgage or charge

See Part II of the attached schedule

COMPANIES HOUSE

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

Crédit Lyonnais acting in its capacity as Security Agent, 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/1093606

Time critical reference

For official Use Mortgage Section

Post room



LDS COMPANIES HOUSE

\*LLJUBFXW\*

0461 15/11/02

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

Date 14 November 2002

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

**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

† delete as appropriate

**Part I**

**Definitions**

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

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

**"Carp (Jersey) 2"** means Carp (Jersey) 2 Limited (a company incorporated under the laws of Jersey with registered number 83484);

**"Encumbrance"** means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, security interest, trust arrangement or any other agreement or arrangement which has the effect of creating security;

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

**"Execution Date"** means 5 November 2002;

**"Facilities Agreement"** means 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 and Joint Bookrunners), the financial institutions listed in Part 3 and Part 4 of Schedule 1 thereto (as Original Lenders), and Crédit Lyonnais (as Agent and 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"** means each of the Senior Finance Documents, each of the Mezzanine Finance Documents and each of the Hedging Documents and includes any amendments, supplements or additions thereto and "Finance Document" means any of them;

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

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

**"Intercreditor Deed"** means the intercreditor deed dated 5 November 2002 and made between, amongst others, Crédit Lyonnais (as Security Agent), Crédit Lyonnais as Senior Agent, the Senior Creditors named therein, the Hedging Banks named therein, Crédit Lyonnais as Mezzanine Agent, Sun CP Midco Limited (as the Company) and the Obligors named therein, which expression shall include any amendments, supplements, accessions, variations or additions to such deed, however fundamental;

**"Law"** means the Security Interests (Jersey) Law, 1983;

**"Mezzanine Finance Documents"** means collectively, the Hedging Documents, any Fee Letter, any Accession Letter, any Transfer Certificate and the Security Documents (each term as defined in the Mezzanine Loan Agreement), the Intercreditor Deed, the Mezzanine Loan Agreement 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"** means collectively, the Arranger and Adviser (each 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"** means the mezzanine loan agreement dated the Execution Date and made between, amongst others, Sun CP Midco Limited, the Company (as Original Borrower), the companies listed therein as (Original Guarantors), Credit Suisse First Boston, London Branch (as Adviser, Arranger and Bookrunner), the financial institutions listed therein (as Original Lenders) and, Crédit Lyonnais (as Agent and 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;

**"Obligations"** has the meaning given to it in clause 3 of the Security Interest Agreement;

**"Securities"** means

- (i) 586,551 ordinary shares of 1 pence each, 7,049,231 "A" preference shares of £1.00 each and 1,089,309 "E" preference shares of 10 pence each in the capital of Carp (Jersey) 2 and all shares substituted therefor or in respect of which certificates of title were delivered to the Security Agent on the Execution Date or thereafter;
- (ii) all right, title, benefit and interest present and future of the Company therein including, without limitation, all rights to subscribe for, convert other securities into or otherwise acquire any other shares; and
- (iii) all distributions, dividends, interest and other income however deriving from or incidental to such shares;

**"Security Agent"** Credit 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 (as defined in the Facilities Agreement);

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

**"Senior Finance Documents"** means the Facilities Agreement, the Security Documents, any Fee Letter, any Accession Letter and any Transfer Certificate, the Intercreditor Deed and any other document designated as such by the Senior Agent (as defined in the Intercreditor Deed) and Carp (Jersey) 2 and includes any amendments, supplements or additions thereto; and

**"Senior Finance Parties"** means collectively, the 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.

## Part II

### Amount Secured by Mortgage or Charge

All monies and liabilities which shall on or after the Execution Date (and whether on or at any time after demand) be due owing or incurred to any Beneficiary by the Company under or pursuant to the Finance Documents or any of them whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including interest computed in accordance with the relevant Finance Documents and as well after as before judgment together

with discount commission and all other lawful charges and expenses (including, without limitation, legal fees on a full and unqualified indemnity basis) of the Security Agent.

### Part III

#### Particulars of Property Mortgaged or Charged

1. Under clause 2 (Grant of the Security Interest) of the Security Interest Agreement, the Company to the intent that the Security Agent shall have a security interest in accordance with the Law agreed that the Security Agent or its nominee shall have possession of the certificates of title representing the Securities as legal and beneficial owner. 7
2. By clause 4 (*Lien*) of the Security Interest Agreement, the Company covenanted that the Security Agent shall, for so long as any amount remains outstanding under or in respect of the Obligations, have a lien over the Securities.

### Part IV

#### Covenants and Restrictions

1. By clause 6.1 (*Covenants*) of the Security Interest Agreement, the Company covenanted and undertook to the Security Agent the Company will not except as set out in the Security Interest Agreement or as otherwise permitted by the Finance Documents, to any extent sell or otherwise dispose of or create an Encumbrance over or agree (excluding agreements conditional on the consent of the Security Agent) to any extent to sell, dispose of or encumber the Securities;
2. By clause 7 (*Safeguarding the Security Agent's interests*) of the Security Interest Agreement, the Company agreed that throughout the continuance of the Security Interest Agreement:
  - (a) ensure that any Securities not held by the Security Agent (or its nominee) are held to the Security Agent's order or otherwise as the Security Agent may require from time to time;
  - (b) for so long as no Event of Default has occurred which is continuing, continue to exercise all voting and other rights and (subject to the terms of the Facilities Agreement and the Mezzanine Loan Agreement) distributions (prior to the occurrence of an Event of Default) attaching to Securities for so long as it remains the registered owner of the Securities and the Company shall not permit anyone apart from itself, the Security Agent or the Security Agent's nominee to be registered as holder of any Securities or part thereof;
  - (c) ensure that it will not exercise any voting or other rights it may have in or over the Securities in a way which may prejudice the value of the Securities or otherwise jeopardise the security constituted by the Security Interest Agreement;
  - (d) following an Event of Default which is continuing and if the Security Agent shall require, ensure that distributions, dividends, interest or other income declared or payable on any of the Securities are paid or assigned to the Security Agent which it shall then be entitled to apply as though they were proceeds of sale;

- (e) following an Event of Default which is continuing and if the Security Agent shall require, ensure that the voting and all other powers and rights attached to the Securities shall be exercised in such manner as the Security Agent may direct.

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 SECURITY INTEREST AGREEMENT DATED THE 5th NOVEMBER 2002 AND CREATED BY SUN CP PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CRIDIT LYONNAIS (ACTING IN ITS CAPACITY AS SECURITY AGENT) 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, CARADIFF THE 19th NOVEMBER 2002.

CANCELLED

CANCELLED

CANCELLED

CANCELLED

THIS CERTIFICATE  
HAS BEEN CANCELLED  
IN FAVOUR OF A NEW  
CERTIFICATE DATED 22 NOV 2002



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House  
— for the record —

J.M.

**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 SECURITY INTEREST AGREEMENT DATED THE 5th NOVEMBER 2002 AND CREATED BY SUN CP PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CREDIT LYONNAIS (ACTING IN ITS CAPACITY AS SECURITY AGENT) 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 22nd NOVEMBER 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —