

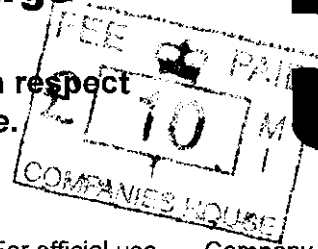
# M

## COMPANIES FORM No. 395

### 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.



131/03/10

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05062002

Name of company

\* Wandsworth Southside Trustee Limited (the "Trustee")

\*insert full name of Company

Date of creation of the charge

2 July 2004

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

Deed of Confirmation in relation to a Debenture dated 8 November 2002, Share Charge dated 31 December 2003, Deed of Subordination dated 31 December 2003, Legal Charge dated 14 April 2004 and Intercreditor Deed dated 31 December 2003 made between the Trustee (1), the Chargor (2), the Share Chargor (3), the Borrower (4), the Creditors (5), BoS (6) and the Agent (7) (the "Deed of Confirmation")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

ING BHF-BANK Aktiengesellschaft, London Branch  
61 Queen Street,  
London  
(the "Agent")  
Postcode EC4R 1AF

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

Taylor Wessing  
Carmelite, 50 Victoria Embankment, Blackfriars, London, EC4Y 0DX

RJD/DZG

Time critical reference  
BHF-1-214/Deed Confirm

For official Use  
Mortgage



Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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)

Nil

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

Signed

*Taylor Wessing*

Date

19-07-04

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

## Definitions

In these schedules the following terms shall have the following meanings:

**"Beneficiaries"** has the meaning given to that term in the Principal Loan Agreement;

**"Borrower"** means Wandsworth LP, a limited partnership constituted under the Limited Partnerships Act 1907 (number LP 6677) acting through its general partner Wandsworth GP Limited (company number: 3864364);

**"BoS"** means The Governor and Company of the Bank of Scotland;

**"Chargor"** means Wandsworth GP Limited (company number: 3864364) acting (1) for itself and (2) the Borrower;

**"Creditors"** means G.O. 1A – Cayman Six, Ltd (company number WK-128841) *an exempted limited liability company incorporated under the laws of the Cayman Islands*, Portfolio Holdings (Investments) L.P., a limited partnership constituted under the laws of the State of Delaware acting through its general partner Portfolio Holdings (Investments) Limited (company number: 3830685), DB Investments (GB) Limited (company number: 2400675), AP PHI Investors L.L.C., a limited liability company incorporated under the laws of the State of Delaware and Portfolio Management Partners (and each a **"Creditor"**);

**"Debenture"** means a debenture between the Agent and the Chargor dated 8 November 2002;

**"Finance Documents"** has the meaning given to that term in the Second Supplemental Loan Agreement;

**"Loan Agreement"** means a loan agreement dated 8 November 2002 between the Borrower (1), the banks and lending institutions named therein (2) and the Agent (3) as subsequently amended by a supplemental loan agreement dated 30 October 2003 (the **"Supplemental Loan Agreement"**) and a side letter dated 14 April 2004 (the **"Supplemental Letter"**);

**"Principal Loan Agreement"** means the Loan Agreement as amended and varied by the Second Supplemental Loan Agreement;

**"Second Supplemental Loan Agreement"** means the supplemental loan agreement making further amendments to the Loan Agreement dated 2 July 2004 between the Borrower (1), the banks and lending institutions named therein (2) and the Agent (3);

**"Share Chargors"** means Portfolio Holdings (Investments) L.P, a limited partnership constituted under the state laws of Delaware acting through its *general partner Portfolio Holdings (Investments) Limited (company number: 3830685)* and DB Real Estate Global Opportunities IA L.P., an exempted limited partnership established in the Cayman Islands with registered number WK-14172 acting through its general partner, Global Genpar Co.,Ltd, an exempted company incorporated in the Cayman Islands with registered number WK-126487 (and each a **"Share Chargor"**).

## **SCHEDULE 1- Amount secured by the mortgage or charge**

All or any of the present or future, actual or contingent obligations or liabilities of the Chargor owed or expressed to be owed to the Agent and/or the Beneficiaries or any of them under any Finance Documents

(the "**Secured Obligations**").

## **SCHEDULE 2- Short particulars of all the property mortgaged or charged**

### **1. Further Fixed Security**

- 1.1 As security for the payment of the Secured Obligations the Trustee with full title guarantee charged to the Agent its interests in all present and future property on the terms set out in clauses 3.1(b), (c), (d), (e), (f), (g), (h) and (i) of the Debenture.
- 1.2 For the purposes of construing clause 6.1 of the Deed of Confirmation, capitalised terms which appear in the Debenture including without limitation Investment, Intellectual Property and Designated Account shall be taken as referring to the property of the Trustee.

### **2. Floating Security**

- 2.1 As continuing security for the payment of the Secured Obligations the Trustee charged to the Agent as trustee for the beneficiaries by way of floating charge with full title guarantee the whole of its existing and future undertaking and *property to the extent not otherwise at any time subject to any fixed charge in favour of the Agent.*
- 2.2 The Agent may at any time by written notice to the Chargor convert the floating charge created under clause 7.1 of the Deed of Confirmation into a fixed charge as regards any property specified in the notice if any condition set out in clause 4.1(a) or 4.2(b) of the Debenture is fulfilled.

FILE COPY



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

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

COMPANY No. 05062002

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CONFIRMATION (IN RELATION TO A DEBENTURE DATED 8 NOVEMBER 2002, SHARE CHARGE DATED 31 DECEMBER 2003, DEED OF SUBORDINATION DATED 31 DECEMBER 2003, LEGAL CHARGE DATED 14 APRIL 2004 AND INTERCREDITOR DEED DATED 31 DECEMBER 2003) DATED THE 2nd JULY 2004 AND CREATED BY WANDSWORTH SOUTHSIDE TRUSTEE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR TO THE AGENT AND/OR THE BENEFICIARIES 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 20th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JULY 2004.

*DRP*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES