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COMPANIES FORM No. 395



395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

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

6

For official use

Company Number
2996836

* insert full name of company

Name of company

BROOKSET LIMITED (THE "CHARGOR")

Date of creation of the charge

29 MARCH 2007

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

LEGAL CHARGE (THE "CHARGE")

Amount secured by the mortgage or charge

See Paper Apart 1

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

**THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ACTING THROUGH ITS
OFFICE AT NEW UBERIOR HOUSE, 11 EARL GREY STREET, EDINBURGH (THE "BANK")**

Postcode **EH3 9BN**

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

**Burness LLP
50 Lothian Road
Festival Square
Edinburgh
EH3 9WJ
Reference: BAN/5/2056/VLS
Telephone: 0131 473 6000
Time Critical Reference**

For official use (02/00)
Mortgage Section

Post room

TUESDAY



SCT *SHAZHOE1*
03/04/2007
COMPANIES HOUSE

1166

Short particulars of all the property mortgaged or charged.

Please do not write in this margin

See Paper Apart 2

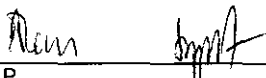
Please complete legibly,
preferably in black type, or
bold block lettering

Particulars as to commission, allowance or discount (note 3)

N/A

A fee is payable to
Companies House in
respect of each register
entry for a mortgage or
charge (see note 5)

Signed



Date: 2 April 2007

For Burness LLP

On behalf of 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. 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 payable to Companies House.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Papers apart relative to Companies House Form No. 395 in respect of Brookset Limited

In these Papers Apart:-

"the Borrower" means Aldersgate Investments Limited (Registered in the Bahamas with company number 50538B) Loyalist Plaza Don Mackay Boulevard PO Box AB 20377 Marsh Harbour Abaco Bahamas.

"Conditions" means the Bank's Commercial Charge Conditions (2006 Edition as annexed to the Charge in Part B of the Schedule).

"Loan Agreement" means the agreement constituted by a facility letter from the Bank to the Borrower dated 27 April 2006, subsequently accepted by the Borrower as amended and restated from time to time including pursuant to amendment letters dated 20 July, 1 August and 7 December 2006 relating to a revolving credit facility of £250,000,000.

"Property" means all that leasehold property at 26 Grosvenor Street, London, W1K 4QJ registered at Land Registry under title number NGL760754 with title absolute.

"Property Insurance Proceeds" means all rights, benefits and claims (whether existing at the date of the Charge or arising at any time thereafter) under the policy or policies of insurance for or covering the Property or any interest in the Property effected from time to time in accordance with the provisions of the Conditions.

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Chargor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

"Secured Liabilities" means all present and future obligations and liabilities of the Borrower to the Bank under the Loan Agreement, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Bank (or any of them).

Any reference to, or to any specified provision of, the Charge or any other document shall be construed as reference to, or to such specified provision of, the Charge or such other document as in force for the time being and as amended, extended or restated (which, the Chargor specifically agreed and acknowledged in relation to the said documents may include, without limitation (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or any addition to the purposes for which any such amount or increased or reduced amount may be used; (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder; (iii) any rescheduling of the indebtedness incurred thereunder or change in the final repayment thereof, whether in isolation or in connection with any of the foregoing; (iv) any substitution of any existing borrower

thereunder for any other borrower and/or any addition of any new borrowers thereunder and (v) any combination of any of the foregoing) in each case in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where any consents are required to be obtained as a condition to such amendment, extension or restatement being permitted) with the requisite consents.

Paper Apart 1

The amount secured by the Charge is the Secured Liabilities provided that the liabilities of the Chargor under the Charge is limited to the amount realised by the disposal of the property charged by the Charge by the Bank, with the Bank's consent or at the Bank's discretion.

Paper Apart 2

The property charged by the Charge is as follows:-

- 1 by way of legal mortgage the Property;
- 2 by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
- 3 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- 4 by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge;
- 5 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Secured Liabilities; and
- 6 by way of fixed charge the Property Insurance Proceeds.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02996836

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 29th MARCH 2007 AND CREATED BY BROOKSET LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 3rd APRIL 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th APRIL 2007.

A handwritten signature in dark ink, appearing to be 'R. S.', located in the lower left quadrant of the page.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES