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COMPANIES FORM No. 395

550230/338.00

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.

CHFP025

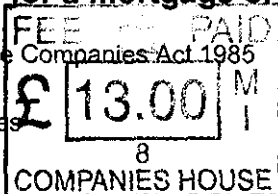
Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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



For official use

Company number

6006589

Name of company

* Millshaw No.2 Limited (the "Company")

Date of creation of the charge

26 February 2007

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

Deed of Accession to Composite Guarantee and Mortgage Debenture dated 27 May 1999 (as supplemented and amended by an amendment and restatement agreement dated 21 February 2007) (together, the "Charge")

Amount secured by the mortgage or charge

See attached Appendix 1

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

The Royal Bank of Scotland plc as security agent for itself and the Beneficiaries (as defined in Appendix 2 hereto) (the "Security Agent")

Postcode

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

Pinsent Masons

1 Park Row

Leeds

LS1 5AB

MK02/71376.07291

Doc No. 21136364

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

WEDNESDAY



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A52

07/03/2007

683

COMPANIES HOUSE

See attached Appendix 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

Signed Rinur Masas

Date 6 March 2007

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

*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

APPENDIX 1

Amount secured by the mortgage or charge:-

1. all monies, obligations and liabilities for the time being due, owing or incurred by the Obligors or any of them to any of the Beneficiaries, including without limitation all monies, obligations and liabilities from time to time due, owing or incurred by the Obligors or any of them to any of the Beneficiaries under or in connection with the Finance Documents (or any of them) and/or on any other account whatsoever, in each case:-
 - 1.1 whether incurred actually or contingently and whether alone or jointly with any other person;
 - 1.2 whether incurred directly to such Beneficiary or whether such Beneficiary is entitled to claim the payment or discharge thereof solely by reason of an assignment or transfer to it by the person originally entitled; and
 - 1.3 in whatever currency such monies, obligations and liabilities may be denominated;

together with all costs (including reasonable legal costs), charges and expenses and any VAT thereon properly incurred by the Security Agent, each Beneficiary and/or any Receiver, in each case on a full indemnity basis, in connection with:-
 - 1.3.1 those fees and expenses payable pursuant to the Finance Documents in respect of the perfection of the security constituted by the Security Documents; and
 - 1.3.2 the enforcement, exercise or preservation of any of the rights contained in the Finance Documents,

(together, the "**Secured Obligations**")
2. Pursuant to clause 2.3 of the Charge, the Company has covenanted with the Security Agent that, save to the extent that interest accrues on the whole or any part of the Secured Obligations under the Loan Agreement, it shall pay interest on and in respect of any amounts due from it under clauses 2.1 and 2.2 of the Charge from day to day during the period from their due date until full discharge (whether before or after judgment or the liquidation, winding-up or administration of any Obligor) at the Default Rate provided that, in relation only to such costs, charges, expenses, damages and other sums as are referred to in the definition of "Secured Obligations", interest shall accrue and be payable as from the date on which the same are paid by or on behalf of the Security Agent, any Beneficiary or any Receiver (or become due to such Receiver under the terms of his appointment) without the necessity for any demand being made for payment of the same.

APPENDIX 2

Short particulars of all the property mortgaged or charged:-

1. Pursuant to clause 3.1 of the Charge the Company as continuing security for the payment and discharge of the Secured Obligations and with full title guarantee has charged in favour of the Security Agent (as security agent and trustee for itself and the Beneficiaries):-
 - 1.1 by way of legal mortgage, all the estate and interest of the Company in each freehold and/or leasehold property short particulars of which are set out beside its name in Part 1 of the Schedule to the Charge (if any) and in all other freehold and leasehold property now vested in the Company, together with all buildings, fixtures and fittings (excluding, in the case of leasehold property, landlord's fixtures but including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and/or the proceeds of sale thereof (the "**Legally Mortgaged Property**");
 - 1.2 by way of first fixed charge, all the estate and interest of the Company in any freehold and/or leasehold property (other than that referred to in paragraph 1.1 above) now or at any time during the continuance of the security constituted by the Charge owned, acquired by or charged to it together with all buildings, fixtures and fittings (excluding landlord's fixtures but including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and/or the proceeds of sale thereof (the "**Equitably Charged Property**");
 - 1.3 by way of first fixed charge:-
 - 1.3.1 all sums (including interest) for the time being standing to the credit of each of the accounts (including without limitation the Receivables Account) held by the Company with any bank or other financial institution and the debt or debts thereby constituted;
 - 1.3.2 (to the extent not effectively assigned under paragraph 1.8 below) the Rental Income all benefits in respect of Insurances and all claims and returns of premiums to which it is entitled;
 - 1.3.3 all sums now or at any time due or owing to the Company by way of grant, subsidy, compensation or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Community; and
 - 1.3.4 (to the extent that they do not fall within any of the above sub-paragraphs) all book debts (including for the avoidance of doubt all book debts that are insured), both present and future, due or owing to the Company and all other monetary debts and claims (including, without limitation, the proceeds of the realisation of any security, rents, fees, royalties, insurances for book debts and other income) now and from time to time due or owing to the Company and the benefits of all rights and remedies relating thereto and all present and future things in action which give rise or may give rise to a debt or debts due or owing to the Company;
 - 1.4 by way of first fixed charge, all those shares and other securities referred to in Part 2 of the Schedule to the Charge (if any) and all stocks, shares, debentures, bonds and other securities for the time being legally and/or beneficially owned by the Company whether marketable or otherwise, in the Company, firm, consortium or entity wheresoever situate, including for the avoidance of doubt any such as are share warrants to bearer shares and whether or not the shares to which they relate are denominated in sterling TOGETHER WITH all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, monies, property and other advantages offered at any time by way of bonus, capitalisation, redemption rights or otherwise to the holder thereof or in respect thereof or coupons in respect of any of the foregoing;

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- 1.5 by way of first fixed charge, the uncalled capital, goodwill, licences, trademarks and service marks (including without limitation all symbols, representations and patterns similar to a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, knowhow, design rights and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company, throughout the world or in which the Company shall have an interest together with the benefit of all present and future licences and agreements entered into or the benefit of which is enjoyed by the Company and ancillary unconnected rights relating to the use or exploitation of any of the aforementioned rights;
- 1.6 by way of first fixed charge, all amounts realised upon the enforcement or execution of any order of a court under sections 212, 213, 214, 238, 239, 244 and 423 of the Insolvency Act 1986 and/or any analogous provisions in any jurisdiction outside of England and Wales;
- 1.7 by way of first fixed charge, all interests, rights and entitlements of the Company in all chattels from time to time hired, leased or rented by the Company to any other person together, in each case, with the benefit of the relevant hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance by such person of its obligations under the same;
- 1.8 by way of first fixed charge, the benefit of any covenants for title from time to time given or entered into by any predecessor in title of the Company to all or any part of the Property, any contract for the sale, letting or other disposal of any such Property for the time being and all present and future options to renew leases or purchase reversions (whether or not freehold) or other interests in relation to any such Property;
- 1.9 by way of first fixed charge, the benefit of all rights and claims of the Company against all persons from time to time lessees of the whole or any part of the Property and all guarantors and sureties for the obligations of such persons and against all persons who are under any obligation to the Company in respect of any works of design, repair, construction or replacement to, in or about any of the Property;
- 1.10 by way of first fixed charge, so far as permitted under the relevant document, all the right, title and interest of the Company in and to all contracts, agreements or warranties affecting any of its freehold or leasehold property with building contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals;
- 1.11 by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment now or at any time vested in or held by or on behalf of the Company or belonging to the Company (but excluding plant and machinery for the time being forming part of its stock-in-trade or work-in-progress and all trade and other fixtures and fixed plant and machinery within paragraphs 1.1 and 1.2 above);
- 1.12 by way of first fixed charge, the Relevant Agreements (to the extent that the same are not effectively assigned under paragraph 2 below or do not fall within any other sub-clause within this paragraph 1) and any beneficial interest, claim or entitlement of it to any assets of any pension fund; and
- 1.13 by way of floating charge, the undertaking of the Company and all its other property, assets and rights whatsoever and wheresoever both present or future including, without limitation, the stock in trade of the Company and the property, assets and rights mortgaged or charged under paragraph 1.1 to 1.12 inclusive or assigned by way of security under paragraph 2 below if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective (all such undertaking, property, assets and rights being described in the Charge as the **"Assets charged by way of Floating Charge"**).

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2. The Company, as legal and beneficial owner and as a continuing security for the payment and discharge of the Secured Obligations, has assigned and agreed to assign absolutely to the Security Agent (as security agent and trustee for itself and the Beneficiaries) with full title guarantee all its right, title and interest in and to:-
- 2.1.1 the Leases;
 - 2.1.2 the Insurances;
 - 2.1.3 the Assigned Documents;
 - 2.1.4 the Receivables Account and any monies from time to time standing to the credit of any such account and the debt or debts constituted thereby;
 - 2.1.5 the Rental Income; and
 - 2.1.6 any guarantee or other assurance in respect of the Rental Income contained in or relating to the Leases;
- 2.2 To the extent that any such right, title and interest described in paragraph 2.1 is not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph 2.1 shall operate as:-
- 2.2.1 in the case of the Insurances, as an assignment of any and all proceeds of the Insurances received by the Company; and
 - 2.2.2 in the case of the other Relevant Agreements, an assignment of any and all such moneys, rent, income, proceeds, damages or compensation which the Company may derive therefrom or be awarded or entitled to in respect thereof,
- in each case as continuing security for the payment, discharge and performance of the Secured Obligations.
3. Pursuant to clause 4.1 of the Charge, the Company has covenanted with the Security Agent that (save as otherwise expressly permitted under the Loan Agreement or with the prior written consent of the Security Agent) it shall not at any time during the continuance of the security constituted by the Charge:-
- 3.1 create or attempt to create or permit to subsist any Security Interest (as defined in the Loan Agreement);
 - 3.2 part with possession of, transfer, sell, lease or otherwise dispose of the Charged Assets or any part thereof or any interest therein (or attempt or agree so to do) whether by a single transaction or a series of transactions.
4. With reference to the Assets charged by way of Floating Charge:-
- 4.1 the Security Agent may by written notice to the Company convert the floating charge created under paragraph 1.13 above into a fixed charge as regards any Assets Charged by way of Floating Charge specified in such notice:-
 - 4.1.1 if an Event of Default has occurred and is continuing;
 - 4.1.2 if the Security Agent reasonably considers such assets to be in danger of seizure, distress, attachment, execution or other legal process or to be otherwise in jeopardy;

- 4.1.3 if the Security Agent becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Agent, be reasonably likely to lead to the presentation of a petition to appoint an administrator in relation to the Company (or such an administrator has been appointed) or to wind up the Company or that any such petition has been presented, which in the reasonable opinion of the Security Agent is likely to result in the winding up of the Company or the appointment of such an administrator,

and, in any of the circumstances specified in paragraphs 4.1.1, 4.1.2 or 4.1.3 above by way of further assurance, the Company shall promptly execute a valid fixed charge over those assets in such form as the Security Agent shall reasonably require (but, to the extent appropriate, containing terms substantially the same as the Charge); and

- 4.2 notwithstanding any provision to the contrary contained in the Charge, the floating charge created under paragraph 1.13 above shall (in addition to the circumstances in which the same will occur under the general law) automatically be converted into a fixed charge over the assets, rights and property of the Company:-

- 4.2.1 if the Company fails to comply or takes or threatens to take any action which in the reasonable opinion of the Security Agent is likely to result in it failing to comply with its obligations under paragraph 3 above; or
- 4.2.2 if any person levies or (being entitled to do so) attempts to levy any distress, attachment, execution or other legal process against any of the Charged Assets.

Definitions:-

"Assigned Documents"	together the "Acquisition Documents" and the "Hedging Agreements" each as defined in the Loan Agreement and the Leases;
"Beneficiaries"	Finance Parties (as defined in the Loan Agreement);
"Charged Assets"	all of the undertaking, property, assets, benefits and income (of whatsoever nature) of the Company from time to time over which security is granted under or pursuant to the Charge and/or any Deed of Accession and/or any other Security Document (as defined in the Loan Agreement) and each and every part of them;
"Deed of Accession"	a deed of accession to the Charge substantially in the form set out in Schedule 8 of the Charge;
"Default Rate"	the same rate at which interest is payable under clause 9.3 of the Loan Agreement;
"Insurances"	all contracts and policies of insurance (including for the avoidance of doubt all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest;
"Leases"	in relation to the Company, the leases specified in Part 3 of the Schedule to the Charge (if any) and all other leases to which the Property may be subject from time to time;
"Loan Agreement"	the £225,000,000 Credit Facilities Agreement of even date made between EPH, National Westminster Bank Plc in its capacity as Arranger, Facility Agent and Security Agent, National Westminster Bank Plc and Commerzbank Aktiengesellschaft, London Branch as Co-Underwriters and the Original Banks listed in Schedule 2 thereto (as amended by deeds of amendment dated 27 July 1999, 31 July 2000, 12 January 2001, 5 September 2001, 11 February 2002, 31 March 2005, 31 October 2006 and 21 February 2007);
"Obligor"	any Company and any subsidiary from time to time of the Parent as may from time to time owe or incur monies, obligations or liabilities (whether present, future, actual or contingent and whether as principal or as surety) to any Beneficiary on any account whatsoever and each member of the Group which becomes a party to the Charge by executing a Deed of Accession and "Obligors" shall be construed accordingly;
"Property"	in relation to the Company, the Legally Mortgaged Property and the Equitably Charged Property and includes any part thereof;
"Receivables Account"	means a separate account of such Company, governed by a mandate in form and substance satisfactory to the Security Agent, with the Security Agent or such other bank or other financial institution as the Security Agent may from time to time require
"Receiver"	a receiver, receiver and manager or administrative receiver appointed pursuant to the provisions of the Charge;

"Relevant Agreements"

each agreement or instrument assigned or purported to be assigned pursuant to paragraph 1.12 above together with any and each other agreement or instrument supplementing or amending any such agreement or contract;

"Rental Income"

in relation to the Company, the aggregate of all amounts payable to or for the benefit or account of the Company in connection with the letting of the Property or any part of the Property, including (without limitation);

- (a) rent (and any income equivalent to rent) payable whether under the Leases or otherwise and whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any other moneys payable in respect of occupation and/or usage of the Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (c) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to the Company from any party) in furtherance of such proceedings so taken or claim so made;
- (d) any sum payable by or on behalf of a tenant for the surrender or variation of any Lease or occupancy agreement; and
- (e) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same;

Capitalised terms not defined in this Form 395 shall have the meaning given to them in clause 1.1 of the Loan Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 06006589

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION TO COMPOSITE GUARANTEE AND MORTGAGE DEBENTURE DATED 27 MAY 1999 AND DATED THE 26th FEBRUARY 2007 AND CREATED BY MILLSHAW NO.2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS OR ANY OF THEM TO ANY OF THE BENEFICIARIES 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 7th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th MARCH 2007.

Pangola



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES