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COMPANIES FORM No. 410(Scot)

410

Particulars of a charge created by a company registered in Scotland

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 410 of the Companies Act 1985

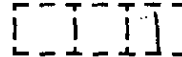
COMPANIES HOUSE
FEE PAID £13
EDINBURGH

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

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

For official use

Company number



SC292318

Name of company

* SF 3030 Limited

* insert full name
of company

Date of creation of the charge (note 1)

28 December 2005

Description of the instrument (if any) creating or evidencing the charge (note 1)

Floating Charge

Amount secured by the charge

See attached Rider A

Names and addresses of the persons entitled to the charge

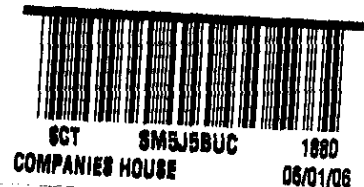
The Governor and Company of the Bank of Ireland, One Donegall Square
South, Belfast BT1 5LR as agent and security trustee for itself and for
each of the Secured Parties (as defined in Rider A)

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

Dickson Minto
16 Charlotte Square
Edinburgh EH2 4DF
DX ED199 0131 225 4455
B152/14/ROM/KA0/CJM

Doc. Ref. sfl.1pd

For official use (10/03)
Charges Section



Short particulars of all the property charged.

See attached Rider B

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write in
this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

See attached Rider C

Particulars as to commission, allowance or discount paid (see section 413(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 Dickson Munto Date 6 January 2006

On behalf of ~~XXXXXX~~ [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

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 are to be made payable to Companies House.

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate

SF 3030 LIMITED**(Registered Number SC292318)****RIDER A - FORM 410 - (FLOATING CHARGE)****Amount secured by the charge**

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee and the Secured Parties (or any of them) under the Finance Documents together with:-

- (i) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Obligor under any facility agreement entered into after the date of the Floating Charge with the Secured Parties (or any of them) which is entered into wholly or partially in order to refinance the Secured Liabilities at the date of the Floating Charge;
- (ii) any further obligations and liabilities which may be made by the Secured Parties (or any of them) to any Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith;
- (iii) all costs, charges and expenses properly incurred by the Security Trustee or any of the Secured Parties in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents;
- (iv) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Finance Documents;
- (v) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (vi) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

Where:-

"Agent"	means the Agent as defined in the Facility Agreement;
"Debtor"	means Donegall Place Investments Limited (Registered Number NI028178);
"Facility Agreement"	means the facility agreement dated on or around the date of the Floating Charge between <i>inter alia</i> , the Debtor (1), the various banks and financial institutions named

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therein (2) and the Agent (3) to make available to the Debtor certain credit facilities (as such agreement is amended, varied, supplemented, novated or replaced from time to time);

"Finance Documents"

means the Finance Documents as defined in the Facility Agreement and any other document which the Security Trustee and the Debtor agree shall be designated a Finance Document;

"Hedging Counterparty"

means the Hedging Counterparty as defined in the Facility Agreement;

"Lenders"

means the Lenders as defined in the Facility Agreement;

"Obligor"

means the Obligor as defined in the Facility Agreement;

"Secured Liabilities"

means the amount secured by the Floating Charge as described in this Rider A;

"Secured Parties"

means the Agent, the Lenders and the Hedging Counterparty or any of them as the context requires;

"Security Trustee"

means The Governor and Company of the Bank of Ireland as agent and security trustee for itself and for each of the Secured Parties.

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SF 3030 LIMITED

(Registered Number SC292318)

FORM 410 - RIDER B - (FLOATING CHARGE)

Short particulars of all the property charged

1. The whole of the property, assets and rights (including uncalled capital) which is or may be from time to time while the Floating Charge is in force comprised in the property and undertaking of the Company.
2. Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by the Floating Charge.

Where:-

"Company" means SF 3030 Limited, a company incorporated in Scotland (Registered Number SC292318) and having its registered office at 80 George Street, Edinburgh EH2 3BU; and

"Insolvency Act" means the Insolvency Act 1986 (as amended).

Any term defined in Rider A will have the same meaning in this Rider B.

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SF 3030 LIMITED

(Registered Number SC292318)

RIDER C - FORM 410 - (FLOATING CHARGE)

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision

1. The Floating Charge, subject to Section 464(2) of the Companies Act, shall rank in priority to any fixed security created by the Company after its execution of the Floating Charge (other than a fixed security in favour of the Security Trustee for and on behalf of itself and/or all or any of the Secured Parties) and in priority to any floating charge created by the Company after its execution of the Floating Charge.
2. The Company shall not, on or after the date of execution of this Floating Charge by the Company, grant or create or permit to subsist any fixed security or other floating charge (other than in accordance with the Finance Documents) and (in particular but without prejudice to the generality of the foregoing) the Company shall not and is hereby expressly prohibited from granting or creating on or after the date of its execution of the Floating Charge any such fixed security or floating charge over its assets or any part thereof which will rank in priority to or pari passu with the floating charge created by the Floating Charge.

Terms defined in Rider A and Rider B shall have the same meaning this Rider C.

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**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 292318

I hereby certify that a charge created by

SF 3030 LIMITED

on 28 DECEMBER 2005

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

was delivered pursuant to section 410 of the Companies Act, 1985,
on 6 JANUARY 2006 given at Companies House, Edinburgh
10 JANUARY 2006



C O M P A N I E S H O U S E



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**