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 COMPANIES HOUSE

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* HSBC Bank plc

19 September 2000

Assignment of Rents

All monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Borrower or the Grantor or the other Chargors to the Security Trustee under or pursuant to the Finance Documents (the "Secured Liabilities")

Nationwide Building Society, Nationwide House, Pipers Way, Swindon (the "Agent" and the "Security Trustee")

Postcode SN38 1NW

Post room



0392
05/10/00

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By the Assignment of Rents, the Grantor, as continuing security for the payment of the Secured Liabilities assigns by way of security all of its rights, title and interest now or in the future in:

1. the Rental Income; and
2. the proceeds of the insurances in respect of the Subjects, which the Borrower is obliged to effect in terms of clause 9.19 of the Facility Agreement.

In the Assignment of Rents (and thus in this form M395) the following expressions have the following meaning:

"Account Bank" means Lloyds TSB Bank plc and in the case of the Realisation Account only, the Agent

"Additional Property" means any property or properties which the Agent may accept as an additional or alternative security pursuant to clause 10.3 of the Facility Agreement

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 Marelay Murey & Spens Date 4 October 2000

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

A fee of £10 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 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

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

14259

Name of Company

HSBC Bank plc

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

"Agent" means Nationwide Building Society acting through its office at Business Finance, Kings Park Road, Moulton Park, Northampton, NN1 6NN as agent for the Lenders under the Facility Agreement

"Borrower" means Dawn Hill Partnership, a limited partnership (registered number LP006979), 15 Grosvenor Gardens, London, SW1W 0BD, acting by its General Partner

"Control Accounts" means the Rental Income Account, any Realisation Account and the Service Proceeds Account

"Chargors" means each and all of the Borrower, HSBC, the Grantor, SIL (as nominee for the Borrower), the General Partner or any other party to any of the Security Documents

"DDPM" means Dawnay Day Property Management Limited (company number 2615553), 15 Grosvenor Gardens, London, SW1W 0BD

"Debt Service Reserve Account" means an account to be opened with the Agent or such other bank as the Agent may agree for the purpose of clauses 9.38 and 9.39 of the Facility Agreement

"Encumbrance" means any mortgage, standard security, charge, assignment or assignation by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same (while any part of the Loan or any other amounts are owed to the Lenders pursuant to the Finance Documents), or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Borrower or any other Chargor

"Equitable Charge" means the first equitable charge over the beneficial interest in the Properties situated in England and Wales granted by the Borrower acting by the General Partner to the Security Trustee on or about the date of the Facility Agreement

"Facility Agreement" means a facility agreement dated 12 September 2000 made between, inter alia, the Borrower and the Lenders

"Fee Letter" means the letter dated 15 September 2000 between the Agent and the Borrower setting out the amount of the various fees referred to in clause 12.2 of the Facility Agreement

"Finance Documents" means each of the Facility Agreement, the Security Documents, the Fee Letter, the Interest Rate Protection Agreement (if the counterparty is the Agent or any of the Lenders), the Sale and Purchase Agreements, and any other document designated as such by the Agent and the Borrower

"General Partner" means Dawn Hill Partnership (GP) Limited (company number 03979685), 15 Grosvenor Gardens, London, SW1Q 0BD

Continuation Sheet No. 2
Company Number 14259

"Grantor" means HSBC Bank plc (company number 14259), Poultry, London, in its capacity as trustee for Hill Samuel Property Unit Trust constituted by a trust deed dated 25 September 1974 made between Property Fund Management Limited and Midland Bank Trust Company Limited as amended by deeds supplemental thereto

"HSBC" means HSBC Bank plc as custodian for Dawn Hill Partnership (GP) Limited as general partner for and on behalf of the Borrower and/or, insofar as it may be necessary to give efficacy to the obligations and security intended to be created by the Finance Documents (to which it is a party), as trustee for Hill Samuel Property Unit Trust

"HSPUT" means Hill Samuel Property Unit Trust acting by its trustee HSBC Bank plc

"Intercreditor Agreement" means a deed dated 15 September 2000 between (i) the Agent, (ii) the Partners, (iii) the Borrower and (iv) HSBC Bank plc (as custodian of the Borrower) which regulates the respective parties' positions with respect to the Borrower

"Interest Rate Protection Agreement" means, in relation to the Loan, any interest rate management agreement, cap, collar, swap agreement or other agreement in a form and with a counterparty previously approved by the Agent (such approval not to be unreasonably withheld or delayed) entered into by the Borrower in order to hedge the rate of interest payable in respect of the Loan

"Investment Manager" means DDPM or such other investment manager appointed in accordance with the terms of the Facility Agreement

"King Sturge" means the King Sturge partnership (in its capacity as one of the Managing Agents) or a replacement of the King Sturge partnership approved by the Agent (such approval not to be unreasonably withheld or delayed)

"Lenders" means Nationwide Building Society, Nationwide House, Pipers Way, Swindon SN38 1NW being the the financial institutions listed in schedule 6 of the Facility Agreement

"Limited Partners" means DDPM, HSPUT, SIL and any other limited partner joining the Borrower with the prior written consent of the Agent (given in accordance with clause 11.24 of the Facility Agreement)

"Loan" means the aggregate principal amount outstanding under the Facility Agreement at any relevant time

"Managing Agents" means King Sturge and DDPM (as a sub-contractor of King Sturge) or such other managing agents appointed in accordance with the terms of the Facility Agreement

"NBS" means Nationwide Building Society acting through its Head Office at Nationwide House, Pipers Way, Swindon SN38 1NW as agent and security trustee for the Lenders

"Occupational Lease" means each and any occupational lease or tenancy of or licence to occupy any Property (and in each case any agreement therefor) in which, in the case of the Properties situated in England and Wales, the Borrower's and/or the relevant Chargor's interest is in reversion or, in the case of the Properties situated in Scotland, in respect of which the relevant Chargor or the Borrower is entitled to the landlord's interest and any documents supplemental thereto

Continuation Sheet No. 3
Company Number 14259

“Operator” means King Sturge Financial Services Limited being the operator of the Borrower and duly authorised under the Financial Services Act 1986 to operate a property limited partnership or a replacement approved by the Agent in accordance with clause 11.22 of the Facility Agreement

“Partners” means the General Partner and the Limited Partners

“Partnership Agreement” means the limited partnership agreement in the agreed form dated 12 September 2000 between the General Partner and the Limited Partners together with the Statement of Particulars (form LP5) in relation to the Borrower registered at Companies House

“Properties” means the following properties:

1. 22-26 South Street, Worthing, West Sussex – Title Number WSX98886
2. Letchworth Shipping Centre, Letchworth – Title Number HD245729
3. 78/80 London Road North, Lowestoft – Title Number SK66515
4. 32-36 South Street, Worthing – Title Number WSX124979
5. 297 High Street, Lincoln – Title Number LL17954
6. 3 & 4 Corn Hill, Bury St. Edmunds, Suffolk – Title Number SK165099
7. The Cascades Centre, Rotherham – Title Number SYK303737
8. 20 & 22 Tudor Street, City of London – Title Number NGL634005
9. 205-207 High Street, 2-12 (even) London Road and 1 Queen Road, Southend on Sea, Essex – Title Number EX145099
10. 34-36 Sandgate Road, Folkestone, Kent and 2-8 Alexandra Gardens, Folkestone, Kent – Title Number K734666
11. Units 1 2 3 4 Hayward Park Industrial Estate, Aldridge, West Midlands – Title Number WM486669
12. 14, 15 & 16 Queen Square, Bristol – Title Number AV202038
13. The Subjects

Continuation Sheet No. 4
Company Number 14259

and any Additional Property and all or any parts thereof including all rights and other matters relating thereto and "Property" shall mean any one of the Properties from time to time as the context requires

"Realisation Account" means an interest bearing account as defined in clause 5.6.2 of the Facility Agreement

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of the Borrower and any Chargor in connection with the letting of the Properties or any part thereof including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable:

- (a) rent, licence fees (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable
- (b) any payment from a guarantor or other surety in respect of any of the items listed in this definition
- (c) in the case of Properties situated in England and Wales, any increase of rent payable by virtue of an offer falling within the proviso of section 3(1) of the Landlord and Tenant Act 1927
- (d) in the case of Properties situated in England and Wales, any rent payable by virtue of a determination made by the Court under section 24A of the Landlord and Tenant Act 1954
- (e) a sum equal to any apportionments of rent allowed in favour of the Borrower under the Sale and Purchase Agreement
- (f) any other monies payable in respect of occupation and/or usage of the Properties and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise
- (g) any profits awarded or agreed to be payable as a result of any proceedings taken or made for the occupation or use of the Properties including any proceeds paid for a breach of covenant, warranty or undertaking under any Occupational Lease and for expenses incurred in relation to any such breach
- (h) 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, and which are not recovered by, the Borrower from any party) in furtherance of such proceedings so taken or claim so made

Continuation Sheet No. 5
Company Number 14259

- (i) any monies payable under any policy of insurance in respect of loss of rent or interest thereon
- (j) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender, renunciation or variation of any Occupational Lease to which the Properties may be subject, and
- (k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same

but after deducting any ground rents payable by the Borrower to any superior landlord in respect of any Superior Lease of the Properties and not including (to the extent included in the above) the following:

- (i) those amounts (if any) (together with VAT thereon) due to the Borrower from any tenant under an Occupational Lease or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by the Borrower under any repairing or similar obligations or in providing services to such tenant or tenants or occupier of such building or to be incurred by way of fees to any managing agent previously approved by the Agent
- (ii) any contribution to a sinking fund paid by any tenant or other occupier
- (iii) any VAT or similar taxes payable on any of the items listed in paragraphs (a)-(k) above

“Rental Income Account” means an interest bearing deposit account to be opened with the Account Bank or such other bank as the Agent may agree by the Borrower for the purpose of the Facility Agreement

“Sale and Purchase Agreements” means the contracts dated 12 September 2000 between (i) HSPUT or SIL and (ii) the Borrower for the acquisition of the Properties

“Security Documents” means in the agreed form:

- (a) a mortgage debenture from the General Partner creating fixed and floating charges over all of the assets and undertaking of the General Partner
- (b) the Equitable Charge
- (c) duty of care agreements from each of the Managing Agents and the Investment Manager and the Operator

Continuation Sheet No. 6
Company Number 14259

- (d) the Intercreditor Agreement and the Security Trust Deed
- (e) third party first legal mortgages over the relevant Chargors' legal interest in the Properties which are situated in England and Wales and, in the case of the Properties situated in Scotland, a third party first ranking standard security by the Grantor over the Grantor's title to such Properties situated in Scotland with the consent of the Borrower and an undertaking by HSBC Bank plc
- (f) a charge from the Borrower including without limitation:
 - (i) an assignment of any Interest Rate Protection Agreement
 - (ii) a first charge over the legal and beneficial interest in the Control Accounts
 - (iii) a first charge over the legal and beneficial interest in the Debt Service Reserve Account
 - (iv) an assignment to the Agent of the Sale and Purchase Agreements
- (g) an assignment of the Rental Income in respect of the Properties in England and Wales and floating charge from the Borrower and/or the relevant Chargors together with an assignation by the Grantor of the Rental Income of those of the Properties situate in Scotland with the consent of and an undertaking by the Borrower and with an undertaking by HSBC Bank plc

"Security Trust Deed" means the deed dated 15 September 2000 entered into between, inter alia, (i) the Lenders, (ii) the Agent as security trustee, (iii) the Borrower and (iv) the Chargors

"Security Trustee" means NBS acting as security trustee in accordance with the Security Trust Deed for the Lenders and the expression Security Trustee shall include any successor substituted under the Security Trust Deed

"Service Proceeds Account" means an interest bearing deposit account to be opened with the Account Bank or such other bank as the Agent may agree by the Borrower for the purpose set out in clauses 9.3.3.1 and 9.3.7 of the Facility Agreement

"SIL" means Starlight Investments Limited (company number 2047447), 15 Grosvenor Gardens, London, SW1W 0BD

"Subjects" means each of the following properties (or any of them) and each and every part thereof and including all buildings and fixtures and fittings (in the nature of landlords' fixtures and fittings) thereon or therein:

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1. The Toll, Busby Road, Clarkston, Glasgow

The subjects registered in the Land Register of Scotland under Title Number REN 90401.

2. 68/70/72 High Street, Dumfries

The subjects registered in the Land Register of Scotland under Title Number DMF 975.

3. 150/154 High Street, Falkirk

The subjects registered in the Land Register of Scotland under Title Number STG2583.

4. The Forum Centre and Arctic Bar, Dundee

1.1 ALL and WHOLE those subjects known as and forming The Forum Centre (formerly The Keiller Centre) Commercial Street in the City of Dundee and County of Angus more particularly described in, disposed by and outlined in red on the plan annexed and signed as relative to Disposition by Whiteburn Holdings Limited in favour of Letinvest plc dated 26 November and recorded in the Division of the General Register of Sasines applicable to the County of Angus 1 December both months in the year 1987;

1.2 ALL and WHOLE the ground and basement premises known as and forming numbers 90-92 Commercial Street in the City of Dundee and County of Angus situated within the area demonstratively shown edged and cross hatched green on the plan annexed and signed as relative to Disposition by Whiteburn Holdings Limited in favour of Letinvest plc dated 26 November and recorded in the Division of the General Register of Sasines applicable to the County of Angus 1 December both months in the year 1987;

1.3 ALL and WHOLE the ground and basement floor premises at one time known as and forming The Arctic Bar, 5 New Inn Entry in the City of Dundee and County of Angus (it being declared for the avoidance of doubt that The Arctic Bar as it exists as at the date hereof has been extended into and occupies part of the subjects described at 1.1 above) the ground floor thereof demonstratively shown edged and hatched blue on the plan annexed and executed as relative to Disposition by Whiteburn Holdings Limited in favour of Letinvest plc dated 26 November and recorded in the Division of the General Register of Sasines applicable to the County of Angus 1 December both months in the year 1987; Containing ground and

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Company Number 14259

basement floors only and comprising the following videlicet, (First) ALL and WHOLE the shop and apartments all on the ground floor at the southend and on the east side of the New Inn Entry in the City of Dundee and County of Angus then known as The Arctic Bar being the subjects described in and disposed by Disposition by the Trustees of William Armstrong with consent in favour of Eliza Ann Armstrong dated 10 and 11 and recorded in the Register of Sasines et cetera for the Burgh of Dundee on 12 all days November 1910 (Second) ALL and WHOLE the south most cellar under the shop and apartments then known as The Arctic Bar together with the cellar under the stair leading to the said southmost cellar being the subjects in the New Inn Entry in the said City and County described in and disposed by Disposition by the Trustees of Anne Maxwell or Ogilvie in favour of Eliza Ann Armstrong dated 30 October and subsequent date and recorded in the said Burgh Register of Sasines on 24 November both months in the year 1914 (Third) ALL and WHOLE that cellar lying to the northeast of the New Inn Entry in the said District County and Region and shown as the smaller of the two areas described in, disposed by and shown coloured pink and hatched on the plan marked number 1 annexed and executed as relative to Disposition by James Keiller & Son Limited in favour of Sunblest Bakeriers (Dundee) Limited dated 6 January and recorded in the Division of the General Register of Sasines for the County of Angus on 17 February both months in the year 1969 and (Fourth) ALL and WHOLE that disused staircase lying to the southeast of The Arctic Bar in the said City and County described in, disposed by and shown as the smaller of the two areas coloured pink and hatched on the plan marked number 2 annexed and executed as relative to the said Disposition by James Keiller & Son Limited in favour of Sunblest Bakeries (Dundee) Limited dated and recorded as aforesaid;

TOGETHER WITH (One) the whole rights, common mutual and others pertaining to the subjects (Two) the parts, privileges and pertinents effeiring thereto and (Three) the Grantor's whole right, title and interest, present and future therein and thereto

5. 7/9 Reform Street, Dundee

ALL and WHOLE the basement, ground and first floors of the subjects known as Numbers Seven and Nine Reform Street, Dundee in the City of Dundee (formerly the Burgh) and County of Angus comprising ALL and WHOLE In the First Place ALL and WHOLE the flat being the first flat above the shop numbers Seven and Nine in Reform Street, Dundee lying in the said Burgh of Dundee and County of Angus (formerly Forfar) and which flat with the cellar relating thereto is described in and disposed by the Disposition granted by Robert Collier Thomson, Accountant, Dundee in favour of Arthur A Miller & Son Limited dated the Tenth day of April and recorded in the Register of Sasines et cetera kept for the Burgh of Dundee on the Sixteenth day of May both in the year Nineteen hundred and twenty three and which flat and cellar are the subjects disposed by the said Arthur A

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Company Number 14259

Miller & Son Limited to David Mackie Meldrum under Contract of Excambion dated Twenty eighth, Twenty ninth and Thirtieth days of December Nineteen hundred and Sixty one and recorded in the Division of the General Register of Sasines applicable to the County of Angus on Thirteenth April Nineteen hundred and Sixty two; In the Second Place (First) ALL and WHOLE the southmost front shop in that tenement of land situated on the east side of and forming number Seven Reform Street, Dundee, together with cellars below the same attached thereto which front shop and cellars lie in the said Burgh of Dundee and County of Angus which front shop and cellars are the subjects disposed by the said Arthur A Miller & Son Limited to Mrs Grace Turner McCrae or Meldrum wife of and residing with David Mackie Meldrum under Contract of Excambion dated Twenty eighth, Twenty ninth and Thirtieth days of December Nineteen hundred and sixty one and recorded in the said Division of the General Register of Sasines on the Thirteenth day of April Nineteen hundred and sixty two, and are part of the subjects First particularly described in the Disposition granted by Peter Brown and others as Trustees of William Wilkie Cooper in favour of John McGregor Farquharson dated and recorded in the Register of Sasines et cetera for the Burgh of Dundee on the Third day of October in the year Eighteen hundred and eighty two and (Second) ALL and WHOLE the northmost shop in that tenement of land situated on the east side of Reform Street, Dundee together with the cellar below the same attached thereto as also the back shop situated behind the southmost front shop in the said tenement of land which shop and cellar and back shop lie in the said Burgh of Dundee and County of Angus and are the subjects disposed by the said Arthur A Miller & Son Limited to Mrs Grace Turner McCrae or Meldrum wife of and residing with David Mackie Meldrum under Contract of Excambion dated and recorded as aforesaid and are also part of the subjects First particularly described in the said Disposition granted by Peter Brown and others as Trustees of William Wilkie Cooper in favour of John McGregor Farquharson dated and recorded as aforesaid; UNDER EXCEPTION of ALL and WHOLE those two rooms part of the basement premises at Reform Street, Dundee in the said City and County served by the common stair number Eleven Reform Street all as more particularly described in, disposed by and delineated and coloured pink on the plan annexed and signed as relative to Disposition by Leeds Permanent Building Society in favour of the Governor and Company of the Bank of Scotland dated Twenty third and recorded in the said Division of the General Register of Sasines on Twenty eighth both days of June Nineteen hundred and Eighty Two TOGETHER WITH (by way of inclusion and not exception) the whole parts, privileges and pertinents of the subjects hereby described and all mutual rights, rights of access and others pertaining thereto and the Grantor's whole right title and interest, present and future, therein and thereto.

6. 65/67 High Street, Dundee

ALL and WHOLE (One) the first floor, second floor and third floor and attic floor premises at 65 High Street, Dundee in the County of Angus (per incuriam in the Disposition by Commercial Union Assurance Company plc in favour of TSB Life Limited recorded in the Division of the General Register

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Company Number 14259

of Sasines for the County of Angus on the Sixteenth day of January Nineteen hundred and Eighty five referred to as "66 High Street") being the subjects described In the First Place, In the Second Place, and In the Third Place in and disposed by the Disposition by the Trustees of Patrick Watson in favour of George McGillivray dated Ninth, Tenth and Twelfth and recorded in the Register of Sasines, etc kept for the Burgh of Dundee on Fifteenth May Nineteen hundred and Nineteen; (Two) the subjects at 66 High Street, Dundee in the said County of Angus consisting of a large fore and back shop with back saloon behind and cellar partly underneath the shop front and partly underneath the adjoining common close and being the subjects (In the First Place) and (In the Second Place) described in Disposition by the Trustees of Patrick Watson and the Trustees of James Watson in favour of Raymond Harley dated Ninth, Tenth and Twelfth and recorded in the said Register of Sasines, etc for the Burgh of Dundee on Seventeenth, all days of May Nineteen hundred and Nineteen; and (Three) the subjects known as 67 High Street, Dundee in the County of Angus more particularly described in the Disposition by the Trustees of George Henderson Johnston in favour of Andrew Ewing dated Twelfth and recorded in the said Register of Sasines, etc kept for the Burgh of Dundee on Fourteenth, both days of May Nineteen hundred and Nineteen; Together with the whole rights common and mutual and sole effeiring thereto, the parts, privileges and pertinents thereof, the fixtures and fittings therein and thereon, and the Grantor's whole right, title and interest, present and future, therein and thereto.

7.

1-5 Reform Street and 62-64 High Street, Dundee

ALL and WHOLE (One) ALL and WHOLE the subjects on basement, ground, first, second, attic and upper attic floors (together with the solum of the entrance passage and staircase leading to the upper floors) situated at and known as numbers 1-5 Reform Street, Dundee in the County of Angus being the several subjects and others more particularly described in and disposed by (First) Disposition by the Trustees of Alexander Davidson with consent therein mentioned and by Others in favour of Henry Tulloch and William Tulloch dated Eleventh and Twelfth and recorded in the Register of Sasines, etc kept for the Burgh of Dundee on the Fourteenth, all days of November Eighteen hundred and Sixty four; (Second) Disposition by the Trustees of Alexander Hamilton in favour of Henry Tulloch and William Tulloch dated Twelfth and Fourteenth and recorded in the said Register of Sasines, etc kept for the Burgh of Dundee on Twentieth, all days of May Eighteen hundred and Seventy three; and (Third) Disposition by Robert Hawker Isdale in favour of Henry Tulloch and William Tulloch dated Twelfth and recorded in the said Register of Sasines etc kept for the Burgh of Dundee on Twenty first, both days of July Eighteen hundred and Seventy five; (Two) ALL and WHOLE the ground floor shop premises and others (sometime known as "The Hub") forming number 62 High Street, Dundee in the said County and being the subjects more particularly described in and disposed by Disposition by George McGillivray in favour of Alexander Lamb and Robert George Lamb dated Fourteenth and recorded in the said Register of Sasines, etc kept for the Burgh of Dundee on Eighteenth both days of May Nineteen hundred and Twenty five; (Three) ALL and WHOLE the ground floor shop premises and

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Company Number 14259

others together with the basement premises and courtyard effeiring thereto all known as number 63 High Street, Dundee in the said County and being the whole subjects more particularly described IN THE FIRST PLACE, IN THE SECOND PLACE, and IN THE THIRD PLACE in, disposed by and delineated and shown coloured pink on the ground floor section and on the basement section of the plan annexed and subscribed as relative to Disposition by R S McColl Limited with consent thereinmentioned in favour of H Samuel Limited dated Tenth April and Thirteenth May and recorded in the Division of the General Register of Sasines for the County of Angus on the Twenty second day of May, both months in the year Nineteen hundred and Fifty seven (which subjects (Three) are the whole subjects described in and disposed by Disposition granted by William Young in favour of R S McColl Limited dated Eighth and recorded in the said Register of Sasines, etc kept for the Burgh of Dundee on the Eighteenth both days of May Nineteen hundred and Twenty five); (Four) ALL and WHOLE (First) the front and back shop together with the cellar under the front shop all known as and forming number 64 High Street, Dundee and being the whole subjects more particularly described in and disposed by Disposition by George Montgomery's Trustee with consents thereinmentioned in favour of Maypole Dairy Company Limited dated Twenty first March and subsequent dates and recorded in the said Register of Sasines, etc kept for the Burgh of Dundee on Second April, all in the year Nineteen hundred and Seven; and (Second) those two cellars pertaining to the subjects (Four) (First) immediately before described situated in the City of Dundee and the said County and being the whole subjects more particularly described, IN THE FIRST PLACE and IN THE SECOND PLACE in and disposed by Disposition granted by Raymond Harley in favour of Maypole Dairy Company Limited dated Twenty sixth and recorded in the said Register of Sasines etc kept for the Burgh of Dundee on Thirtieth both days of May Nineteen hundred and Twenty one; and (Five) ALL and WHOLE the solum of the Close or Passageway known as Croom's Close (formerly James Hay's Close) situated on or towards the east of the subjects (Four) last described and which Close or Passageway is marked and shown coloured blue on the plan hereinafter mentioned; and which whole subjects are (at ground floor level) delineated and shown coloured pink and blue on the plan annexed and executed as relative to the Disposition by H Samuel Limited in favour of Raglan Estates plc dated Eighth and recorded in the Division of the General Register of Sasines for the County of Angus on Twelfth, both days of January Nineteen hundred and Ninety: Together with the whole rights common, mutual and sole effeiring thereto, the parts, privileges and perintents thereof, the fixtures and fittings therein and thereon, and the Grantor's whole right, title and interest, present and future, therein and thereto.

8. 70 High Street, Dundee

(Primo) ALL and WHOLE that shop or merchant booth with the cellar under the same, lying on the north side of the High Street of Dundee presently known as Number Seventy High Street in the Burgh of Dundee and County of Angus (formerly Forfar) described in the Disposition granted by Mrs Mary Auchterlonie Swanson or Ferrar in favour of the late George Stobie and

Continuation Sheet No. 12
Company Number 14259

Andrew Spence Stobie dated Fourteenth and recorded in the Register of Sasines et cetera kept for the Burgh of Dundee on Sixteenth both days of May Nineteen hundred and twenty four; and (Secundo) ALL and WHOLE the cellar at the back of the said shop situated at Number Seventy High Street, Dundee in the Burgh of Dundee and County of Angus (formerly Forfar) described in the Disposition granted by William Alexander Millar and John Smith Millar as Trustees thereinmentioned in favour of the said late George Stobie and Andrew Spence Stobie dated Twenty sixth May and recorded in the said Register of Sasines et cetera kept for the Burgh of Dundee on Third June both months in the year Nineteen hundred and twenty five; together with the whole parts, privileges and pertinents pertaining to the said subjects last hereinbefore described and the Grantor's whole right, title and interest, present and future in and to the said subjects.

"Superior Lease" means any lease under which the Borrower or any of the Chargors hold their interest in any Property or Additional Property and any document supplemental thereto

Negative Pledge

The Grantor shall not nor shall it agree or purport to create or permit to subsist any Encumbrance whether in any such case ranking in priority to *pari passu* or after the Standard Security save to the extent permitted or required under the Facility Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00014259

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED THE 19th SEPTEMBER 2000 AND CREATED BY HSBC BANK PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM DAWN HILL PARTNERSHIP (THE BORROWER) OR THE COMPANY (THE GRANTOR) OR THE OTHER CHARGORS TO NATIONWIDE BUILDING SOCIETY (THE SECURITY TRUSTEE) UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th OCTOBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th OCTOBER 2000.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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