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COMPANIES FORM No. 395

NW 088505

3 x 1/30

Particulars of a mortgage or charge

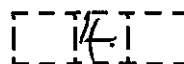
395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



2837534

Name of company

* Capital & Lanham Limited (the "Company")

Date of creation of the charge

7 November 2001

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

Third Party Deed of Charge over Securities (the "Deed")

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the Bank by Capital & Regional (Company No:1399411) (the "Borrower") or the Company whether solely or jointly and whether as principal or surety in respect of which the Borrower or the Company may otherwise be or become liable to the Bank on any account whatsoever including (without prejudice to the generality of the foregoing) the principal amounts of all loans or advances made or to be made to or for the accommodation or at the request of the Borrower or the Company all fees, costs, expenses (including legal surveyors valuers and other costs on a full indemnity basis), commission, discount, charges and other sums incurred by the Bank pursuant to the agreement constituted by the acceptance by (inter alia) the Borrower of the Bank's facility letter dated 15 October 2001 (the "Facility Letter")

See continuation sheet

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

HSBC Bank plc (Ref: HSBCPF)
Poultry
London (the "Bank")

Postcode EC2P 2BX

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

Nicholson Graham & Jones
110 Cannon Street
London
EC4N 6AR

PYS/M.627-165

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

Q378
19/11/01

Short particulars of all the property mortgaged or charged

Fixed legal charge over all of the Company's present and future rights title and interest in and to:

- (a) all the issued share capital of Capital & Regional Retail (Northern) Limited now or from time to time held by the Company
- (b) any other shares stocks and securities issued to the Company to be substituted from time to time for those shares, stocks and securities listed above
- (c) all interest, dividends (cash or otherwise), bonus issues, distributions, allotments, offers by way of rights, benefits, rights, proceeds and entitlements arising from or attaching to any of the securities referred to in (a) to (b) above
- (together the "**Scheduled Securities**")

See continuation sheet

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Nicholas Graham & Jones*

Date *16 NOVEMBER 2001*

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

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 margin

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

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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

2837534

Name of Company

Capital & Lanham Limited (the "**Company**")

~~XXXXXX~~

* delete if
inappropriate

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

(with schedules and standard conditions attached thereto and forming part thereof) together with any subsequent variations thereto or replacements thereof and all other documents listed under "Security" in the Facility Letter and all other documents for the time being constituting security or relating to security for the Indebtedness or in enforcing payment whether against the Borrower, the Company or others together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Bank to the Borrower or the Company (the "Indebtedness") References to the Indebtedness shall include not only the whole but any part thereof

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in black type, or
bold block lettering

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NOTE (inter alia)

The Company covenants with the Bank that it:

(a) shall not during the currency of the Deed without the prior written consent of the Bank:

(i) further assign or otherwise create any encumbrance over its (or any part of its) rights, title and interest in and to the Scheduled Securities or

(ii) sell, transfer or otherwise dispose of the benefit of or agree to sell, transfer or otherwise dispose of the benefit of its (or any part of its) rights, title and interest in and to the Schedule Securities or

(iii) take or omit to take any action the taking or omission of which would or might impair the interest of the Bank or the Company or both in the Scheduled Securities

(b) will comply at all times with the terms (express or implied) of the Deed and execute, deliver and perform or procure the execution, delivery and performance of all such documents as may be necessary or desirable to secure to the Bank the full benefit of the Deed or the rights, powers and remedies conferred on the Bank in the Deed

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02837534

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THIRD PARTY DEED OF CHARGE DATED THE 7th NOVEMBER 2001 AND CREATED BY CAPITAL & LANHAM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR CAPITAL & REGIONAL PLC (THE "BORROWER") TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER AND PURSUANT TO THE AGREEMENT CONSTITUTED BY THE ACCEPTANCE BY (INTER ALIA) THE BORROWER OF THE BANKS FACILITY LETTER DATED 15 OCTOBER 2001 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 2001.

A handwritten signature in ink, appearing to be 'Lyn' followed by a vertical line.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES