

# M

## COMPANIES FORM No. 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.

# 395

CHFP025

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write in  
this margin

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

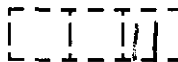
\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03920512

Name of company

\* Chapelfield GP Limited (the **Chargor**)

Date of creation of the charge

23 May, 2006

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

Security Agreement dated 23 May, 2006 between Chapelfield GP Limited in its capacity as general partner of The Chapelfield Partnership, the **Chargor**, Chapelfield Nominee Limited and the Security Agent (as defined below) (the **Deed**)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the **Chargor** to any Finance Party under each Finance Document except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985. The term Finance Document includes all amendments and supplements including supplements providing for further advances. (the **Secured Liabilities**)

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

Barclays Capital Mortgage Servicing Limited, 10 The South Colonnade, Canary Wharf, London (the **Security Agent**)

Postcode E14 4PU

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

Allen & Overy LLP  
One New Change  
London, EC4N 9QQ

PALD/AKIJ/35448-02824 4384064.1

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

\*LRNPKFUH\*  
454  
30/05/2006

Short particulars of all the property mortgaged or charged

Please see continuation sheets.

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

*Allen & Overy LLP*

Date

*26/5/06*

On behalf of ~~XXXXXX~~ [mortgagee/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

## 1. FIXED SECURITY

### 1.1 Creation of fixed security

The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Security Agent:

- (a) by way of a first legal mortgage:
  - (i) all of the property belonging to it specified in Schedule 1 (Real Property) of this form 395; and
  - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in subparagraph (i) above) now or hereafter belonging to it; and
- (b) by way of a first fixed charge:
  - (i) (to the extent that they are not the subject of an effective mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
  - (ii) all plant and machinery owned by it and its interest in any plant or machinery in its possession;
  - (iii) all moneys standing to the credit of any account (including, without limitation, any Account) with any person and the debts represented by them;
  - (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
  - (v) all of its book and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
  - (vi) (to the extent they are not subject to an effective assignment under Clause 1.2 (Assignment)) all its rights under any Hedging Arrangements;
  - (vii) (to the extent they are not subject to an effective assignment under Clause 1.2 (Assignment)) all its rights under each Lease Document;
  - (viii) any of its beneficial interest, claim or entitlement in any pension fund;
  - (ix) its goodwill;
  - (x) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other subparagraph in this Clause 1.1 and the right to recover and receive all compensation which may be payable to it in respect of them;
  - (xi) its uncalled capital;

- (xii) all Shares held by it and/or any nominee on its behalf and all Related Rights;
- (xiii) its rights under the appointment of any managing agent of the Mortgaged Property;
- (xiv) its rights under any agreement relating to the purchase of a Property by it;
- (xv) its rights under any agreement relating to the development or refurbishment of a Property; and
- (xvi) its rights under any agreement relating to the appointment of any managing agent of any Property.

## **1.2 Assignment**

The Chargor assigns absolutely to the Security Agent by way of security:

- (c) all Rental Income;
- (d) any guarantee of Rental Income contained in or relating to any Lease Document;
- (e) all its interests in the Collateral Warranties;
- (f) all its interests in the Partnership Deed including any partnership interest it holds in the Borrower; and
- (g) all its rights under any Hedging Arrangements.

## **1.3 Miscellaneous**

A reference in the Deed to a charge or mortgage of any freehold or leasehold property includes:

- (a) all buildings and Fixtures on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

## **2. FLOATING CHARGE**

### **2.1 Creation of floating charge**

The Chargor, as security for the payment of all of the Secured Liabilities, charges in favour of the Security Agent by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by Clause 1 (Fixed Security).

### **2.2 Conversion**

- (a) The Security Agent may by notice to the Chargor convert the floating charge created by the Deed into a fixed charge as regards of the Chargor's assets specified in the notice if:

- (i) an Event of Default is outstanding; and/or
  - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (b) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,
  - (iii) under the Insolvency Act 2000.
- (c) The floating charge created by this subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (d) The floating charge created by this Clause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### 3. GENERAL UNDERTAKINGS

#### 3.1 Restrictions on dealing

The Chargor shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed or as permitted by clause 17.8 (Negative pledge) of the Credit Agreement; or
- (b) sell, transfer, grant, or, subject to clause 18.2 (Occupational Leases) of the Credit Agreement, lease or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under Clause 2.1 (Creation of floating charge) or as permitted by clause 17.10 (Disposals) of the Credit Agreement.

In this 395:

**Account** means a Rent and General Account, the Deposit Account, a Service Charge Account, a Tenant Deposit Account, the VAT Account, a Debt Service Account, the Payments Account, the Petty Cash Account, the Escrow Account or any other account agreed between the Security Agent and the Borrower.

**Additional Subordinated Creditor** means a Subsidiary of Liberty that becomes a Subordinated Creditor after the date of the Agreement in accordance with Clause 17.12 (Lending and borrowing) of the Credit Agreement.

**Affiliate** means a Subsidiary or a holding company (as defined in Section 736 of the Companies Act 1985) of a person or any other Subsidiary of that holding company.

**Agreement** means the Credit Agreement.

**Agreement for Lease** means an agreement to grant an Occupational Lease of all or part of the Property.

**Borrower** means the Chargor in its capacity as general partner of the limited partnership carrying on business under the name of The Chapelfield Partnership.

**Collateral Warranties** means each of the collateral warranties listed in Schedule 6 to the Deed.

**Credit Agreement** means the £213,000,000 credit agreement dated on or about the date of the Deed between (among others) the parties to the Deed.

**Counterparty** means an Original Counterparty or any other person selected by the Borrower (acting reasonably) and approved by the Security Agent (acting reasonably) that has become a Counterparty in accordance with Clause 27.4 (Acceptable Counterparties) of the Credit Agreement, in each case in its capacity as a party to a Hedging Arrangement.

**Counterparty Accession Agreement** means a letter in the form of Part 2 of Schedule 4 (Form of Counterparty Accession Agreement) of the Credit Agreement with such amendments as the Security Agent may approve or reasonably require.

**CSC** means Capital Shopping Centres PLC (registered in England and Wales No. 2893329).

**Debt Service Account** means the account referred to in Clause 11.1(a) (Designation of Accounts) of the Credit Agreement.

**Deed of Priority** means the deed of priority dated on or about the date of this Agreement between the Obligors, the Security Agent and Lend Lease Norwich.

**Deposit Account** means the account referred to in Clause 11.1(e) (Designation of Accounts) of the Credit Agreement.

**Escrow Account** means the account referred to in Clause 11.1(i) (Designation of Accounts) of the Credit Agreement.

**Event of Default** means an event specified as such in Clause 19.1 (Events of Default) of the Credit Agreement.

**Fees Letter** means the letter between the Original Lender and the Borrower setting out the amount of various fees, costs and/or indemnities referred to in Clause 21 (Fees) of the Credit Agreement and designated the Fees Letter.

**Finance Document** means:

- (a) the Agreement;
- (b) a Security Document;
- (c) the Hedging Arrangement;
- (d) a Subordination Deed;
- (e) a Subordination Accession Deed;

- (f) the Deed of Priority;
- (g) a Fees Letter;
- (h) a Counterparty Accession Agreement; or
- (i) any other document designated as such by the Security Agent and an Obligor.

**Finance Party** means a Lender, a Counterparty or the Security Agent.

**Fixtures** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property (but excluding, for the avoidance of doubt, all trade and other fittings, plant and machinery owned by any tenant).

**Hedging Arrangement** means any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Agreement including, without limitation, any collateral support agreements.

**Insurances** means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest.

**Lease Document** means an Agreement for Lease or an Occupational Lease.

**Lend Lease Norwich** means Lend Lease Norwich Limited (registered in England and Wales with company number 03787279)

**Lender** means:

- (a) the Original Lender; or
- (b) any person which becomes a Lender in accordance with Clause 27 (Changed to the Parties) of the Credit Agreement.

**Liberty** means Liberty International PLC (registered in England and Wales No. 3685527).

**Limited Partner** means Chapelfield LP Limited (registered in England and Wales No. 04090126).

**Mortgage of Shares** means a security agreement creating security over the shares in the Chargor, substantially in the form of Schedule 6 (Form of Mortgage of Shares) of the Credit Agreement with such amendments as the Security Agent may approve.

**Mortgaged Property** means any freehold or leasehold property the subject of any security created by the Deed.

**Nominee** means Chapelfield Nominee Limited (registered in England and Wales no. 04373264).

**Obligor** means the Borrower, the Nominee, or the Chargor.

**Occupational Lease** means any occupational lease or licence or other right of occupation to which the Property may be subject from time to time.

**Original Counterparty** means Barclays Bank PLC.

**Original Lender** means Barclays Bank PLC.

**Partnership Deed** means the partnership deed dated 23 December 2002 between the Limited Partner and the Chargor under which the Borrower is constituted.

**Payments Account** means an account referred to in Clause 11.1(f) (Designation of Accounts) of the Credit Agreement.

**Petty Cash Account** means an account referred to in Clause 11.1(g) (Designation of Accounts) of the Credit Agreement.

**Property** means, subject to Clause 17.10 (Disposals) of the Credit Agreement, The Chapelfield Shopping Centre, Norwich as more particularly described in the Deed and, where the context so requires, means the buildings on that property.

**Related Rights** means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

**Rent and General Account** means the accounts referred to in Clause 11.1(d) (Designation of Accounts) of the Credit Agreement.

**Rental Income** means the aggregate of all amounts payable to or for the account of the Borrower in connection with the letting of all or part of the Property including any part of such amounts as represents VAT chargeable on supplies for which such amounts are consideration or for which the Borrower is required to account to HM Revenue and Customs, including (but not limited to) each of the following amounts:

- (a) rent (and any amount equivalent to rent including turnover rent) payable (including any rent and other amounts payable for the use of car parks);
- (b) 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;
- (c) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954;
- (d) any sum received from any deposit held as security for performance of any tenant's obligations;
- (e) a sum equal to any apportionment of rent allowed in favour of the Borrower under the contract for the purchase of the Property;
- (f) any other moneys payable in respect of occupation and/or usage of the Property and every fixture and fitting in the Property and any fixture on the Property for display or advertisement, on licence or otherwise including fixtures and fittings relating to mobile telephony;
- (g) any monies payable under a binding contract of no less than one year duration in connection with the sponsorship or branding of the Property or using the "Chapelfield" name;



- (h) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (i) any damages, compensation, settlement or expenses for or representing loss of rent or interest on rent awarded or agreed to be payable as a result of any proceedings taken or claim made for the same less any fees and expenses paid (which have not been reimbursed to, and are not recoverable by, the Borrower) in furtherance of the proceedings or claim;
- (j) any moneys payable under any policy of insurance in respect of loss of rent or interest on rent;
- (k) any sum payable, or the value of any consideration to be given, by or on behalf of a tenant for the surrender or variation of any Lease Document or occupancy agreement;
- (l) any sum payable by any guarantor of any occupational tenant under any Lease Document; and
- (m) any interest payable on and, any damages, compensation or settlement payable in respect of, any sum referred to above.

**Security Assets** means all assets of the Chargor the subject of any security created by the Deed.

**Security Document** means:

- (a) the Deed;
- (b) the Mortgage of Shares; or

any other document designated as such by the Security Agent and an Obligor.

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

**Service Charge Account** means an account referred to in Clause 11.1(b) (Designation of Accounts) of the Credit Agreement.

**Shares** means the Chargor's interests in any share in the share capital of any entity.

**Subordinated Creditor** means:

- (a) CSC;
- (b) Liberty;
- (c) the Limited Partner; or
- (d) an Additional Subordinated Creditor.

**Subordination Deed** means a subordination deed entered into or to be entered into by a Subordinated Creditor and the Borrower in favour of the Security Agent, in substantially the form of Schedule 7 (Form of Subordination Deed) of the Credit Agreement.

**Subordination Accession Deed** means a subordination accession deed entered into or to be entered into by a person acceding to a Subordination Deed, in the form of the schedule to that Subordination Deed.

**Subsidiary** means:

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

**Tenant Deposit Account** means an account referred to in Clause 11.1(h) (Designation of Accounts) of the Credit Agreement.

**VAT** means value added tax charged under or pursuant to the Value Added Tax Act 1994 or the EC Sixth Directive.

**VAT Account** means the account referred to in Clause 11.1(c) (Designation of Accounts) of the Credit Agreement.

**SCHEDULE 1**

**REAL PROPERTY**

**FREEHOLD PROPERTY – REGISTERED LAND**

**Land Registry**

**Charge of Whole**

<b>Chargors</b>	<b>County</b>	<b>Description</b>	<b>Title Number</b>
Chapelfield GP Limited and Chapelfield Nominee Limited	Norfolk	Land and buildings at Chapel Field Road, Norwich	NK15632

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03920512

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 23rd MAY 2006 AND CREATED BY CHAPELFIELD GP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM BARCLAYS CAPITAL MORTGAGE SERVICING LIMITED TO ANY FINANCE PARTY 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 30th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st JUNE 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —