

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

R B of Scot

025882 680x8

To the Registrar of Companies
(Address overleaf)

For official use

Company number

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

Name of company

025882

4044473

* insert full name
of company

* Rivergate (Irvine) (No.3) Limited ("the Company")

Date of creation of the charge

25 February 2002

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

Assignment of Rents

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 each Obligor (as defined in the Credit Agreement) to any Finance Party (as defined in the Credit Agreement) under or pursuant to the Credit Agreement and any other Finance Document (as defined in the Credit Agreement) except for any obligation which if it were so included would result in the Assignment of Rents contravening Section 151 of the Companies Act 1985.

For definitions see Paper Apart.

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

Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch

41 Moorgate, London as agent and trustee for the Finance Parties as defined in

the Credit Agreement

Postcode

EC2R 6AR

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

Dundas & Wilson CS
Saltire Court, 20 Castle Terrace
EDINBURGH EH1 2EN

AAT/HYP002.0180

For official Use
Mortgage Section

Postroom



A11
COMPANIES HOUSE

0820
12/03/02

Time critical reference

Short particulars of all the property mortgaged or charged

The Company's whole right, title and interest in and to the Rental Income in respect of the Property.

For definitions see Paper Apart.

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

Nil

Signed

D. I. W.

Date 11 March 2002

On behalf of ~~[company]~~ [chargee]*

*
delete as
appropriate

The address of the Registrar of Companies is: -

Companies House, Crown Way, Cardiff CF4 3UZ

Paper Apart to Form 395 in respect of Assignment of Rents granted by Rivergate (Irvine) (No.3) Limited

Definitions:-

"Chargors" means Rivergate (Irvine) Limited (Registered Number 4044351), Rivergate (Irvine) (No.2) Limited (Registered Number 4044344), Cunninghame House Limited (Registered Number 4044332) and Cunninghame House (No.2) Limited (Registered Number 4044395), Rivergate (Irvine) (No.3) Limited, Registered Number 4044473), Rivergate (Irvine) (No.4) Limited (Registered Number 4044381), Cunninghame House (No.3) Limited (Registered Number 4044385) and Cunninghame House (No.4) Limited (Registered Number 4044388) all incorporated under the Companies Acts and all having their Registered Offices at 5 The Strand, London, WC2N 5AF.

"Credit Agreement" means Credit Agreement dated 19 February 2002 amongst *inter alia* Unicycle, L.P. registered as a Delaware Limited Partnership with Registered Office in the State of Delaware at c/o R L & F Service Corp, 1 Rodney Square, 10th Floor, Tenth and King Streets, Wilmington, County of New Castle, Delaware 19801, the Original Guarantors, the Arranger, the Senior Banks, the Mezzanine Banks, the Original Counterparty (as those terms are defined in the Credit Agreement) and the Agent as the same may be, amended, varied, supplemented, novated, restated, replaced or renewed from time to time.

"Property" means together the Subjects and the tenants' interests under the Head Leases.

"Rental Income" means the aggregate of all amounts payable to or for the account of the Chargors in connection with the letting of all or part of the Property, (other than monies received by a Chargor in respect of a period prior to the completion of the acquisition of the Property for the account of a party other than such Chargor in accordance with the provisions contained in the relevant Acquisition Contract) including (but without duplication nor double-counting, not limited to) each of the following amounts:

- (a) rent (and any amount equivalent thereto) payable (including income payable in respect of car parking facilities in the Property);
- (b) any sum received from any deposit held as security for performance of any tenant's obligations;
- (c) 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;
- (d) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (e) 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 less any fees and expenses paid (which have not been reimbursed to, and are not recoverable by, the Chargors) in furtherance of the proceedings or claim;
- (f) any moneys payable under any policy of insurance in respect of loss of rent or interest on rent;
- (g) 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 lease or occupancy agreement;
- (h) any sum payable by any guarantor of any tenant pursuant to or under any lease; and
- (i) any interest payable on and any damages, compensation or settlement payable in respect of any sum referred to above.

"the Subjects" means ALL and WHOLE that piece of ground lying in the Burgh of Irvine and in the County of Ayr extending to 8.352 hectares all as more particularly described in, disposed by and shown on the plan annexed and subscribed as relative to the Feu Disposition by Irvine Development Corporation in favour of Murrayfield Real Estate (Second Dundee) Limited recorded GRS (Ayr) on 11 April 1988 about to be registered in the Land Register with Title Numbers Ayr 35120 and Ayr 35121.

"Head Leases" means:-

1. Lease between Irvine Development Corporation and Ravenseft Properties Limited recorded GRS (Ayr) 30 April 1982.
2. Partial Renunciation by Ravenseft Properties Limited in favour of Irvine Development Corporation recorded GRS (Ayr) 15 April 1988.
3. Partial Assignment by Ravenseft Properties Limited with consent of Murrayfield Real Estate (Second Dundee) Limited in favour of Rivergate (Irvine) (No. 3) Limited and Rivergate (Irvine) (No. 4) Limited registered in the Land Register on 5 March 2001 with Title Number AYR35118 re Rivergate Centre.
4. Partial Assignment by Ravenseft Properties Limited with consent of Murrayfield Real Estate (Second Dundee) Limited in favour of Cunninghame House (No. 3) Limited and Cunninghame House (No. 4) Limited registered in the Land Register on 5 March 2001 with Title Number AYR 35119 re Cunninghame House.
5. Minute of Variation among Rivergate (Irvine) Ltd, Rivergate (Irvine) (No. 2) Limited and Rivergate (Irvine) (No. 3) Limited and Rivergate (Irvine) (No. 4) Limited dated 27 September 2001.
6. Minute of Variation among Cunninghame House Limited, Cunninghame House (No. 2) Limited and Cunninghame House (No. 3) Limited and Cunninghame House (No. 4) Limited dated 27 September 2001.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04044473

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED THE 25th FEBRUARY 2002 AND CREATED BY RIVERGATE (IRVINE)(NO.3) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY 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 12th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MARCH 2002.

Posy
MB



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES