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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 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

4139737

Name of company

* Ashford Investor (General Partner) Limited in its capacity as trustee (the "Chargor").

Date of creation of the charge

5 January 2006

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

Composite Debenture made between the Borrower (1), the General Partner (2), the Chargor and Ashford Investor (Partnership Trustco) Limited (the "Trustees") (3) and Bayerische Landesbank, London Branch (the "Agent") (4) (the "Composite Debenture").

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 to each Finance Party under each Finance Document except for any obligation which, if it were so included, would result in the Composite Debenture contravening section 151 of the Companies Act 1985. (the "Secured Liabilities").

Please see attached schedule for definitions.

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

Bayerische Landesbank, London Branch
Bavaria House, 13-14 Appold Street, London

Postcode EC2A 2NB

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

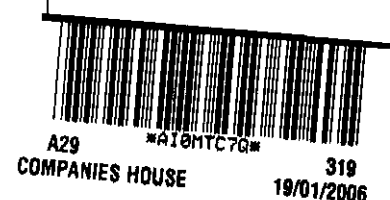
Lawrence Graham LLP
190 Strand
WC2R 1JN

B130/5/KOD [5079323/5079351]

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see attached schedule.

Please do not
write in
this margin

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

0'
95

Particulars as to commission allowance or discount (note 3)

NIL

Signed Lawrence Curran LHP Date 18 January 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

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

† delete as
appropriate

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Short Particulars of all the Property Mortgaged or Charged

1. FIXED SECURITY

1.1 Creation of fixed security

To the extent of its interest (whether joint or several, legal or beneficial) the Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Agent:

- 1.1.1 by way of a first legal mortgage all estates or interests in any freehold or leasehold property now belonging to it;
- 1.1.2 by way of first fixed charge:
 - 1.1.2.1 (to the extent that they are not the subject of a mortgage under paragraph 1.1.1 above (Clause 3.1.1 of the Composite Debenture)) all estates or interests in any freehold or leasehold property belonging to it including, on and from the date of the Composite Debenture the property specified in Schedule 1 hereto;
 - 1.1.2.2 all plant and machinery owned by it and its interest in any plant or machinery in its possession;
 - 1.1.2.3 all monies standing to the credit of any account (including the Security Accounts) with any person and the debts represented by them;
 - 1.1.2.4 all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
 - 1.1.2.5 all of its book and other debts, the proceeds of the same, all Rental Income and the proceeds of the same, any guarantee of Rental Income and all other monies 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;
 - 1.1.2.6 its beneficial interest, claim or entitlement in any pension fund;
 - 1.1.2.7 its goodwill;
 - 1.1.2.8 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 sub-paragraph in this paragraph and the right to recover and receive all compensation which may be payable to it in respect of them;
 - 1.1.2.9 its uncalled capital;
 - 1.1.2.10 its rights under the Hedging Documents;
 - 1.1.2.11 its rights under any appointment of a managing agent of the Mortgaged Property; and

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1.1.2.12 its rights under the agreement or agreements relating to the purchase of the Property by the Borrower.

The mortgages and charges created by paragraph 1.1 above (Clause 3.1 of the Composite Debenture) are made with full title guarantee.

1.2 Assignment

To the extent of its interest (whether joint or several, legal or beneficial) the Chargor, as security for the payment of all the Secured Liabilities, assigns to the Agent by way of security:

- 1.2.1 all its interests in the Sale and Purchase Agreement, the Partnership Deed and the Trust Deed;
- 1.2.2 all its interest in Rental Income;
- 1.2.3 all its interest in any guarantee of Rental Income contained in or relating to any Occupational Lease;
- 1.2.4 all its rights under any Hedging Document; and
- 1.2.5 all its rights under any development documents, trade contracts, professional appointments, guarantees, performance bonds or collateral warranties with trade contractors or professionals or any agreement relating to the development, refurbishment or fit-out of the Mortgaged Property.

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 Agent by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by paragraph 2 above (Clause 3 of the Composite Debenture). The floating charge is made with full title guarantee.

2.2 Qualifying Floating Charge

The floating charge created by the Composite Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. RESTRICTIONS ON DEALINGS

The Chargor shall not:

- 3.1.1 create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by or in accordance with the Finance Documents; or
- 3.1.2 sell, or, subject to clauses 17.22 (Stamping and registration) and 18.20 (Events of Default by the Vendor and Ashford 1 Parties) of the Credit

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Agreement, transfer, grant, or, subject to clause 17.19 (Occupational Leases) of the Credit Agreement, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under paragraph 2.1 above (Clause 4.1 of the Composite Debenture);

except as permitted by the Credit Agreement or with the prior consent of the Agent.

DEFINED TERMS

In this Form 395 the following terms shall have the following meanings:

- "Ashford"** means Ashford Investor (General Partner) Limited (registered in England and Wales with registration number 4139737);
- "Ashford 1"** means Ashford 1 General Partner as general partner of the limited partnership carrying on business under the name of BMG (Ashford) Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnership Act 1907 with registration number LP5916);
- "Ashford 1 General Partner"** means BMG (Ashford) General Partner Limited (registered in England and Wales with registration number 3604066);
- "Ashford 1 Parties"** means the Ashford 1 General Partner, the Ashford 1 Trustees and Ashford 1;
- "Ashford 1 Trustees"** means Ashford 1 General Partner and BMG (Ashford) (Partnership Trustco) Limited (registered in England and Wales with registration number 4044429);
- "Borrower"** means Ashford as general partner of the limited partnership carrying on business under the name of The Ashford Investor Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 with registration number LP 7517);
- "Credit Agreement"** means the £40,000,000 credit agreement dated 22 December 2005 made between the Borrower (1), the General Partner (2), the Trustees (3), the Ashford 1 (4), the Ashford 1 General Partner (5); the Ashford 1 Trustees (6), the Vendor (7), the Agent (as the Arranger) (8), the Financial Institutions (as defined in Schedule 5 of the Credit Agreement) (the "Banks") (9), the Agent (as Counterparty) (10) and the Agent (11);
- "Debenture"** means:
- (a) the Composite Debenture; or
 - (b) a debenture executed by the Vendor and the Ashford 1 Parties in favour of the Agent in a form satisfactory to the Agent;

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Duty of Care Agreement means the duty of care agreement between the Managing Agents (1), the Borrower (2), and the Agent (3) dated on or about the date hereof.

"Event of Default" means an event specified as such in Clause 18 of the Credit Agreement;

"Fee Letter" means:

- (a) the letter dated on or about the date of the Credit Agreement between the Arranger, the Banks originally party to the Credit Agreement and the Borrower setting out the amount of various fees referred to in Clauses 20.1 of the Credit Agreement; or
- (b) the letter dated on or about the date of the Credit Agreement between the Agent and the Borrower setting out the amount of the fee referred to in Clause 20.2 of the Credit Agreement;

"Finance Document" means the Credit Agreement, a Debenture, the Stamp Duty Guarantee, any Subordination Deed, any Hedging Document, a Novation Certificate, a Fee Letter, the Duty of Care Agreement or any other document designated as such by the Agent and the Borrower and the term "Finance Document" includes all amendments and supplements;

"Finance Party" means a Bank, the Arranger, the Counterparty or the Agent.

"First Sale and Purchase Agreement" means the agreement between the Vendor (1) and Ashford 1 (2) dated 30 September 1998 for the sale and purchase of the Property and the other level;

"General Partner" means Ashford;

"Hedging Document" means any interest rate management agreement or arrangement entered into by the Borrower with the Counterparty relating to the interest payable under the Credit Agreement and includes any document entered into pursuant to Clause 9.5 of the Credit Agreement;

"Insurances" means all contracts and policies of insurance taken out by or on behalf of the Borrower, the General Partner or each Trustee or (to the extent of its interest) in which the Borrower, the General Partner or each Trustee has an interest;

"Limited Partner" means:

- (a) Leyburn Developments (registered in England and Wales with registration number 981337);
- (b) Ropemaker Properties Limited (registered in England and Wales with registration number 759094);

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- (c) CGNU Life Assurance Limited (registered in England and Wales with registration number 0226742);
- (d) Staffordshire County Council;
- (e) MGE Europe Holdings, GP, LLC (organised in Delaware and whose registered office is at Corporation Trust Centre, 1209 Orange Street, Wilmington, New Castle, Delaware 19801); or
- (f) any person to whom any of the entities referred to in paragraphs (a) to (e) above has transferred any part of the whole of its interest in the Borrower in accordance with Clause 26.12 of the Credit Agreement or any person to whom any such transferee (or any subsequent transferee) has transferred any part of the whole of its interest in the Borrower in accordance with the clause but excluding any such person that has ceased (in accordance with the Credit Agreement) to hold any interest in the Borrower;

"Managing Agent" means McArthurglenn UK Limited of 103 Wigmore Street, Nations House, 3rd Floor, London W1U 1WH and any other managing agent of the Property from time to time approved by the Agent;

"Mortgaged Property" means any freehold or leasehold property the subject of the security created by the Composite Debenture;

"Novation Certificate" has the meaning given to it in Clause 26.3 of the Credit Agreement;

"Obligor" means the Borrower, the General Partner, a Trustee, Ashford 1, Ashford 1 General Partner, an Ashford 1 Trustee or the Vendor;

"Occupational Lease" means any occupational lease or licence of the Property;

"Partnership Deed" means the deed dated 28 March 2001 (as amended by (i) a Deed of Variation dated 28 September 2001 relating to the increase in BAA Partnership Limited's contribution and the corresponding decrease in MGE Europe Holding LLC's contribution; and (ii) a Deed of Adherence dated 23 May 2002 showing the transfer of a limited share from BAA Partnership Limited to Staffordshire County Council; and (iii) a Deed of Adherence for the transfer of BAA Partnership Limited's partnership share in the Partnership to CGNU Life Assurance Limited dated 2 April 2003; and (iv) an Assignment Deed of Partnership Loan between BAA Partnership Limited and CGNU Life Assurance Limited; and (v) an Assignment Deed of Partnership Share between BAA Partnership Limited and CGNU Life Assurance Limited) between the General Partner and each Limited Partner constituting the Borrower;

"Property" means Ashford Outlet Village, Ashford as more particularly described in Schedule 1 below (Schedule 1 of the Composite

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Debenture) to which the Vendor and the Ashford 1 Parties are a party;

"Rental Income"

means the aggregate of all amounts payable to or for the benefit or account of any Obligor in connection with the letting of the Property or any part thereof, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable:

- (a) rent (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 increase of rent payable by virtue of an offer falling within the proviso to section 3(1) of the Landlord and Tenant Act 1927;
- (c) any rent payable by virtue of a determination made by a Court;
- (d) a sum equal to any apportionments of rent allowed in favour of any Obligor under the contract for the purchase of the Property;
- (e) any other monies payable in respect of occupation and/or usage of the Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (f) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (g) 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 recoverable by, any Obligor from any party) in furtherance of such proceedings so taken or claim so made;
- (h) any monies payable under any policy of insurance in respect of loss of rent or interest thereon;
- (i) 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 Occupational Lease or occupancy agreement; and
- (j) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,

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but excluding (to the extent included) the following amounts:

- (i) those amounts (if any) (together with any value added or similar taxes charged thereon) due to any Obligor from any tenants 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 any Obligor under any repairing or similar obligations or in providing services (including marketing, public relations and management) to such tenant or tenants of such building;
- (ii) any contribution to a sinking fund paid by any tenant or other occupier;
- (iii) any value added tax or similar taxes payable on any of the items listed in paragraphs lettered (a)-(i) above; and
- (iv) any amounts paid to any Obligor by a tenant or other occupier as direct contributions to the fit out costs incurred by any Obligor on behalf of that tenant or other occupier and identified as such in the relevant Occupational Lease;

"Sale and Purchase Agreement" means the First Sale and Purchase Agreement or the Second Sale and Purchase Agreement or the Ancillary Sale and Purchase Document;

"Second Sale and Purchase Agreement" means the agreement between Ashford 1 (1) and the Borrower (2) and (3) BAA-McArthur/Glen UK Limited dated 1 October 2001 for the sale and purchase of the Property;

"Security Account" means an account established under Clause 11.1.1 of the Credit Agreement;

"Security Assets" means all assets of the Borrower, the General Partner or each Trustee the subject of any security created by the Composite Debenture;

"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;

"Stamp Duty Guarantee" means each guarantee dated on or about the date of the Credit Agreement in a form satisfactory to the Agent from each of the Limited Partners in favour of the Agent as agent and trustee for the Finance Parties in respect of the obligations referred to in

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Clause 17.22 of the Credit Agreement;

"Subordination Deed" means a subordination deed between a Limited Partner, each Obligor and the Agent in a form satisfactory to the Agent;

"Trust Deed" means the deed between the Trustees and the General Partner to appoint the Trustees; and

"Vendor" means BMG (Ashford) Limited (registered in England and Wales with registration number 3162432).

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Schedule 1

Real property

Property Address	Title Number
All that freehold property known as the McArthur-Glen Designer Outlet Kimberley Way, Ashford Kent registered at the Land Registry with Title Absolute.	K831017

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04139737

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 5th JANUARY 2006 AND CREATED BY ASHFORD INVESTOR (GENERAL PARTNER) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO EACH 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 19th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JANUARY 2006.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES