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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

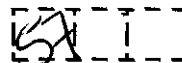
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4268727

Name of company

* LR HORIZON LIMITED ("the Company")

Date of creation of the charge

1 FEBRUARY 2002

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

Please see continuation sheet number 1

Amount secured by the mortgage or charge

As specified in Part II of the attached Schedule

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

Chartwell Land PLC of 66 Chiltern Street, London ("the Security
Trustee").

Postcode W1M 2AL

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

Macfarlanes
10 Norwich Street
London
EC4A 1BD

WXS/567174/1805600

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

0348
13/02/02

As specified in Part III of the attached Schedule.

NB: The provisions of a debenture (the "Debenture") dated 31 August 2001 between the Chargors (1), Trimcrown Limited (2), Rightland Limited (3) and the Security Trustee (4), registered at Companies House on 14 September 2001, further protect the charges and must be read as part of the charges created.

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lettering

Particulars as to commission allowance or discount (note 3)

Signed

Macfarlanes

Date

13/02/02

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 CF4 3UZ

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binding margin

Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete
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bold block lettering

Company Number

4268727

Name of Company

LR HORIZON LIMITED ("the Company")

Limited*

* delete if
inappropriate

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

A supplemental debenture (the "Supplemental Debenture") dated 1 February 2002 made between the Company and W2001 LRUK Realty L.L.C, a Delaware limited liability company, for and on behalf of WH2001/L&R HOLDING PARTNERSHIP, a partnership under the laws of England & Wales, (together the "Chargors" and each a "Chargor") (1) and CHARTWELL LAND PLC ("the Security Trustee") (2)

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

SCHEDULE

To the Form 395 in respect of the Supplemental Debenture given by inter alia, LR Horizon Limited (Company number 4268727), in favour of the Security Trustee dated 1 February 2002 ("the Form 395").

Part I Definitions

In this Schedule to the Form 395 the following words and expressions shall have the meanings respectively set out against them below:-

Beneficiaries: the parties of which particulars are set out in Part V of this Schedule;

Deferred Payment: shall have the meaning ascribed thereto in the Promissory Note;

Fixtures: in relation to the Mortgaged Property, all fixtures and fittings (including trade fixtures and fittings other than occupational tenants' fixtures and fittings) and fixed plant and machinery from time to time thereon, the property wherein is vested in any Chargor;

Mortgaged Property: means the Property referred to in Part VI of this Schedule;

Occupational Leases: each of the occupational leases or licences listed in Part VII of this Schedule and any other occupational lease, licence, tenancy agreement or other right of occupation relative to the Mortgage Property subsisting during the Security Period;

Promissory Note: a promissory note dated 31 August 2001 made between the Chargors, Trimcrown Limited and Rightland Limited and the Beneficiaries;

Secured Liabilities: in respect of each Chargor, all of its present and future obligations and liabilities to the Security Trustee and each of the Beneficiaries, to pay the Deferred Payment and any interest payable thereon in accordance with the terms of the Promissory Note; and

Security Period: the period beginning on the date of the Supplemental Debenture and ending on the date upon which all the Secured Liabilities have been irrevocably paid and discharged or, if earlier, the security hereby created has been finally released and discharged.

Part II Amount secured by the Charge

The Company covenanted with the Security Trustee in the Debenture to pay and discharge the Secured Liabilities to the Security Trustee on the due date therefor.

Part III
Particulars of Property Charged

- 1 The Company as security for the payment of all Secured Liabilities, charged in favour of the Security Trustee (for itself and as security trustee for the Beneficiaries) by way of a legal mortgage the Mortgaged Property specified in Part VI of this Schedule together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any monies paid or payable in respect of such covenants.

- 2 In respect of the Mortgaged Property, the Company applied to the Chief Land Registrar for a restriction in the following terms to be entered on the relevant Register of Title:

 "Except under an order of the Registrar, no disposition or dealing by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the Supplemental Debenture dated 1 February 2002 between WH2001/L&R Holding Partnership and Chartwell Land Plc."

Part IV
The Debenture

For the avoidance of doubt and without prejudice to the provisions of the Supplemental Debenture, the provisions of the Debenture apply in relation to the Mortgaged Property to the extent that the same apply to the Mortgaged Property as defined in the Debenture, and, so far as necessary to make them apply to and be enforceable in relation to the Mortgaged Property they shall be deemed to be incorporated into the Supplemental Debenture, *mutatis mutandis*, as though set out in full in the Supplemental Debenture with each reference therein to:

Debenture being deemed to be a reference to the Supplemental Debenture; and

Schedule 1 being deemed to be a reference to Schedule 1 to the Supplemental Debenture.

Part V
The Beneficiaries

Beneficiary	Company No.
Chartwell Land PLC	01588407
Chartwell Land Investments Limited	01448009
Chartwell Land Development Limited	02047083
Chartwell Land Development Two Limited	01996417
Chartwell Land Properties Limited	02043282
Marston Land Limited	02534216
Triton Property Trust PLC	02450954

Part VI
The Property

All that land and buildings known as 53/55 Fitzgerald Way Salford demised by a Lease dated 29 April 1974 made between Ravenscroft Properties Limited (1) and F.W. Woolworth & Co. Limited (2), title to which is registered at H M Land Registry under title number GM6854

Part VII
The Occupational Leases

Date	Document	Parties
5 April 1991	Lease	(1) Woolworths plc (2) Superdrug Stores plc
1 February 2002	Lease	(1) The Chargors, for and on behalf of WH2001/L&R Holding Partnership (2) Woolworths plc

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04268727

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE BETWEEN THE COMPANY AND W2001 LRUK REALTY L.L.C, A DELAWARE LIMITED LIABILITY PARTNERSHIP COMPANY, FOR AND ON BEHALF OF WH2001 L&R HOLDING PARTNERSHIP TOGETHER THE "CHARGORS" AND EACH A "CHARGOR" (1) AND CHARTWELL LAND PLC ("THE SECURITY TRUSTEE") (2) DATED THE 1st FEBRUARY 2002 AND CREATED BY LR HORIZON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO THE SECURITY TRUSTEE AND EACH OF THE BENEFICIARIES 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 13th FEBRUARY 2002.

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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —