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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

To the Registrar of Companies
(Address overleaf)

Name of company

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

* insert full name
of company

For official use

Company number

27

4268727

* LR HORIZON LIMITED (the "Company") in its capacity as a partner in, and for and on behalf of,

WH2001/L&R Holding Partnership (a general partnership organised under the laws of England and Wales)

Date of creation of the charge

21st December 2001

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

Supplemental Debenture (the "Charge") to a debenture dated 31st August 2001 between WH2001/L&R Holding Partnership,

Trimcrown Limited and Rightland Limited and the Security Trustee (as defined below) (the "Original Debenture")

Amount secured by the mortgage or charge

All of the Company's present and future obligations and liabilities to the Security Trustee and each of the Finance Parties under the Charge, each of the Facility Agreements and each other Finance Document, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify (to the extent expressly contained in a Finance Document) the Security Trustee and each of the other Finance Parties (the "Secured Liabilities").

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

The Governor and Company of the Bank of Scotland, constituted by Act of Parliament 1695, having its head

office at The Mound, Edinburgh (the "Security Trustee") for itself and as Security Trustee for the Finance Parties

Postcode

EH1 1YZ

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

Dundas & Wilson CS
Saltire Court
20 Castle Terrace
EDINBURGH EH1 2EN
Ref: DLB/ADCF/SJP/BOS001.1059

For official Use

Mortgage Section

Post room



A24
COMPANIES HOUSE

A50K57CA

0793
10/01/02

Time critical reference

Short particulars of all the property mortgaged or charged

The Company as security for the payment of all its Secured Liabilities, charges in favour of the Security Trustee (for itself and as security trustee for the Finance Parties) by way of a first legal mortgage the Mortgaged Property together with all buildings and Fixtures thereon, the proceeds of sale of all or any part of the above 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.

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



Date

10/1/01

On behalf of [company] [chargee]*

*
delete as
appropriate

The address of the Registrar of Companies is: -
Companies House, Crown Way, Cardiff CF4 3UZ

These are the definitions applicable to the foregoing Form 395 in respect of a Supplemental Debenture granted by LR Horizon Limited in its capacity as a partner in and for and on behalf of WH2001/L&R Holding Partnership dated 21st December 2001

Accession Letter means a document substantially in the form set out in Schedule 6 of each of the Facility Agreements (*Form of Accession Letter*).

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 25 of each of the Facility Agreements (*Changes to the Obligors*).

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 25 of each of the Facility Agreements (*Changes to the Obligors*).

Agent means The Governor and Company of the Bank of Scotland as Agent.

Arranger means The Governor and Company of the Bank of Scotland as arranger.

Borrower means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 25 (*Changes to the Obligors*).

Contingent Fee Agreement means the contingent fee agreement dated on or around the date hereof between the Original Borrower and The Governor and Company of the Bank of Scotland

Deed of Accession means a deed of accession to the Original Debenture in the agreed form.

Deferred Properties means the properties set out in Part II of Schedule 9 of each of the Facility Agreements (*The Properties*) as more particularly described in the Property Schedules (defined therein) to the English Property Transfer Agreement and the Scottish Property Transfer Agreement and "**Deferred Property**" means any one of them.

English Property Transfer Agreement means the property transfer agreement dated 11th August 2001 between Chartwell Land plc and others and the Original Borrower in respect of the sale and purchase of certain of the Properties located in England and Wales.

Facility means the term loan facility made available under each of the Facility Agreements as described in Clause 2 (*The Facility*).

Facility Agreements means:

- (i) the Facility Agreement dated 31st August 2001 between the Original Borrower, Rightland Limited and Trimcrown Limited as Original Guarantors, The Governor and Company of the Bank of Scotland as Arranger, the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders, The Governor and Company of the Bank of Scotland as Agent and the Security Trustee, relative to the provision of a term loan facility of up to £429,000,000 (the "**A Facility**");
- (ii) the Facility Agreement dated 31st August 2001 between the Original Borrower, Rightland Limited and Trimcrown Limited as Original Guarantors, The Governor and Company of the Bank of Scotland as Arranger, the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders, The Governor and Company of the Bank of Scotland as Agent and the Security Trustee, relative to the provision of a term loan facility of up to £99,000,000 (the "**B Facility**"); and

- (iii) the Facility Agreement dated 31st August 2001 between the Original Borrower, Rightland Limited and Trimcrown Limited as Original Guarantors, The Governor and Company of the Bank of Scotland as Arranger, the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders, The Governor and Company of the Bank of Scotland as Agent and the Security Trustee, relative to the provision of a term loan facility of up to £66,000,000 (the "**C Facility**");

and "**Facility Agreement**" means any one of them.

Fee Letter means any letter or letters dated 31st August 2001 between The Governor and Company of the Banks of Scotland as Arranger and the Original Borrower (or the Agent and the Original Borrower) setting out any of the fees referred to in Clause 12 (*Fees*) of each of the Facility Agreements.

Finance Documents means each of the Facility Agreements, any Fee Letter, any Accession Letter, the Security Documents, any Deed of Accession, any Supplemental Debenture, the Hedging Agreements, the Intercreditor Deed, any Subordination Agreement and any other document designated as such by the Agent and the Original Borrower.

Finance Parties means the Agent, the Arranger, a Lender, the Hedging Counterparty or the Security Trustee.

Fixtures means in relation to any freehold or leasehold property charged by or pursuant to the Charge 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 the Company.

Group means the Original Borrower and its Subsidiaries for the time being and "**Group Company**" means any of them.

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 25 of each of the Facility Agreements (*Changes to the Obligors*).

Hedging Agreements means each document evidencing the interest rate hedging facilities entered into or to be entered into from time to time by or between the Original Borrower and the Hedging Counterparty including the counter-indemnity to be entered into by the Original Borrower in favour of The Governor and Company of the Bank of Scotland pursuant to the schedule to the ISDA master agreement, together with suitable intercreditor arrangements.

Hedging Counterparty means Bank of Scotland Treasury Services PLC, a company incorporated in England and Wales (Registered Number 2692890) having its registered office at Bishopsgate Exchange, 7th Floor, 155 Bishopsgate, London EC2M 3UB.

Initial Properties means the properties set out in Part I of Schedule 9 of each of the Facility Agreements (*The Properties*) as more particularly described in the Property Schedules (defined therein) to the English Property Transfer Agreement and the Scottish Property Transfer Agreement and "**Initial Property**" means any one of them.

Intercreditor Deed means the intercreditor deed dated on or around the date hereof between the Obligors, The Governor and Company of the Bank of Scotland as agent under each of Facility A, Facility B and Facility C, as lender under Facility A, Facility B and Facility C, as Arranger under Facility A, Facility B and Facility C, as Security Trustee and the Hedging Counterparty and as party to the Contingent Fee Agreement.

Lender means in relation to any Loan:

- (a) The Governor and Company of the Bank of Scotland as Original Lender; and
- (b) any bank or financial institution which has become a Party in accordance with Clause 24 of each of the Facility Agreements (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of each of the Facility Agreements.

Loan means each loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

Mortgaged Property means the leasehold land known as 2 4 and 6 Cooke Lane Keighley Shopping Centre, Keighley as the same is registered at HM Land Registry under title number WYK697587.

Obligor means a Borrower or a Guarantor.

Original Borrower means WH2001/L&R Holding Partnership, a general partnership organised under the law of England and Wales.

Partners means the Whitehall General Partner and the L&R General Partner in their capacities as partners under the Partnership Agreement and any other partner appointed in accordance with the terms of the Partnership Agreement from time to time and "**Partner**" means any one of them.

Partnership Agreement means the partnership agreement dated on or about the date of this Agreement between the Whitehall General Partner and the L&R General Partner in respect of the Original Borrower.

Party means a party to each of the Facility Agreements and includes its successors in title, permitted assigns and permitted transferees.

Properties means each of the Initial Properties and Deferred Properties which has not been disposed of by an Obligor in accordance with the provisions of this Agreement and "**Property**" means any one of them.

Scottish Property Transfer Agreement means the property transfer agreement dated 11th August 2001 between Chartwell Land plc and others and the Original Borrower in respect of the sale and purchase of certain of the Properties located in Scotland.

Security Documents means:

- (i) the Original Debenture;
- (ii) a first ranking Standard Security by each relevant Group Company in favour of the Security Trustee in respect of each interest (whether feuhold or leasehold) in Property in Scotland owned by it;
- (iii) a debenture under the law of Northern Ireland (incorporating first ranking fixed security) by each relevant Group Company in favour of the Security Trustee in respect of each Property in Northern Ireland owned by it;
- (iv) a debenture under the law of the Isle of Man (incorporating first ranking fixed security) by each relevant Group Company in favour of the Security Trustee in respect of each Property in the Isle of Man owned by it;

- (v) an assignation of rents (or local equivalents) in respect of each Occupational Lease to the extent not covered by a debenture (or local equivalent) by the relevant Group Company in favour of the Security Trustee;
- (vi) Accounts Pledges over the Bank Accounts; and
- (vii) shares pledges in respect of the shares of each Group Company other than the Original Borrower to the extent not covered by a debenture or local equivalent

and any other document designated as such by the Agent and the Original Borrower.

Subordination Agreement means any subordination agreement executed or to be executed by the Original Borrower, the appropriate Partner (or any affiliate of, or holder of a direct or indirect interest in any Partner) and the Agent, substantially in the form set out in Schedule 11 (*Form of Subordination Agreement*).

Supplemental Debenture means a supplemental debenture in the agreed form bringing a Deferred Property or any other additional property within the scope of the Original Debenture.



FILE COPY



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 TO A DEBENTURE DATED 31ST AUGUST 2001 BETWEEN WH2001/L&R HOLDING PARTNERSHIP, TRIMCROWN LIMITED AND RIGHTLAND LIMITED AND THE SECURITY TRUSTEE. DATED THE 21st DECEMBER 2001 AND CREATED BY LR HORIZON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (THE "SECURITY TRUSTEE") FOR ITSELF AND AS SECURITY TRUSTEE FOR THE FINANCE PARTIES 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 10th JANUARY 2002.

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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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