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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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



395

To the Registrar of Companies

(Address overleaf - Note 6)

For official use Company number

Name of company

6

4269321

* Howgate Three Limited (the "Chargor")

Date of creation of the charge

20 October 2003

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

Supplemental Deed (the "Charge")

Amount secured by the mortgage or charge

The Secured Liabilities

Please see Paper Apart 1 for definitions

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

The Governor and Company of the Bank of Scotland incorporated under Act of Scots
Parliament and having its head office at The Mound, Edinburgh for itself and as
security trustee for the Finance Parties

Postcode EH1 1YZ

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

Dundas & Wilson CS
20 Castle Terrace
Edinburgh EH1 2EN

For official use
Mortgage section

Post room



Time critical reference
DO/CLP/BOS001.1822

Com 395-1/2

Short particulars of all the property mortgaged or charged

The Security Assets

Please see Paper Apart 1 for definitions

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in black type or
bold block
lettering

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

N/A

Signed *[Signature]*

Date *6 March 2003*

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

*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.

This is Paper Apart 1 referred to in the foregoing Form 395 in respect of a Debenture granted by Howgate Three Limited in favour of The Governor and Company of the Bank of Scotland dated 20 October 2003

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

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement.

Agent means The Governor and Company of the Bank of Scotland of the Mound, Edinburgh EH1 1YZ for itself and as agent for the Finance Parties.

Ancillary Facility means the facility to be provided by the Ancillary Bank pursuant to Clause 12 of the Facility Agreement.

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

Borrower means The Mall Limited Partnership, a Limited Partnership (registered in England and Wales under number LP7977 whose principal place of business is at St. Helen's, One Undershaft, London EC3P, acting by its general partner The Mall (General Partner) Limited.

Commitment means:

- (a) the amount set opposite its name under the heading "Commitment" in respect of the specified periods in columns in Part II of Schedule 1A (*The Original Parties*) and the amount of any other Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement

Debentures means:

- (i) a debenture between, *inter alia*, The Mall Limited Partnership acting by its general partner The Mall (General Partner) Limited, the Chargors listed in Schedule 1 thereto in favour of the Security Trustee dated 28 February 2003 in respect of the Properties (as defined therein);
- (ii) a debenture among The Mall Limited Partnership acting by its general partner The Mall (General Partner) Limited, Mall Nominee One Limited, Mall Nominee Two Limited, in favour of the Security Trustee dated 6 January 2003 in respect of the Chester Property (as defined therein);
- (iii) a debenture among The Mall Limited Partnership acting by its general partner The Mall (General Partner) Limited, Mall Nominee One Limited, Mall Nominee Two Limited, in favour of the Agent and Security Trustee dated 5 February 2003 in respect of the Sutton Coldfield Property (as defined therein);
- (iv) a debenture among The Mall Limited Partnership acting by its general partner The Mall (General Partner) Limited, Ashley Centre One Limited, Ashley Centre Two Limited, in favour of the Agent and Security Trustee dated 14 February 2003 in respect of the Epsom Property (as defined therein);
- (v) a debenture among The Mall Limited Partnership acting by its general partner The Mall (General Partner) Limited, Mall Nominee One Limited, Mall Nominee Two

Limited, in favour of the Agent and Security Trustee dated 28 March 2003 in respect of the Sutton Coldfield Property (as defined therein);

- (vi) a debenture among The Mall Limited Partnership acting by its general partner The Mall (General Partner) Limited, Mall Nominee One Limited, Mall Nominee Two Limited, in favour of the Agent and Security Trustee dated 3 July 2003 in respect of the Additional Sutton Coldfield Property (as defined therein);
- (vii) a debenture among The Mall Limited Partnership acting by its general partner The Mall (General Partner) Limited, Mall Nominee One Limited, Mall Nominee Two Limited, in favour of the Agent and Security Trustee dated 3 July 2003 in respect of the Additional Bexleyheath Property (as defined therein);
- (viii) a debenture among The Mall Limited Partnership acting by its general partner The Mall (General Partner) Limited, Mall Nominee One Limited, Mall Nominee Two Limited, in favour of the Agent and Security Trustee dated 17 September 2003 in respect of the Norwich Property (as defined therein); and
- (ix) a debenture among The Mall Limited Partnership acting by its general partner The Mall (General Partner) Limited, Mall Nominee One Limited, Mall Nominee Two Limited, in favour of the Agent and Security Trustee dated 8 October 2003 in respect of the Additional Epsom Property (as defined therein),

each a "**Debenture**" and together the "**Debentures**".

Facility Agreement means the term loan facility agreement dated 25th January 2002 between the Borrower, The Governor and Company of the Bank of Scotland as Arranger, Agent and Security Trustee and the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders in respect of a term loan facility of up to £581,950,000 as amended and restated by (i) a supplemental agreement dated 20 December 2002, (ii) a second supplemental agreement dated 3 February 2003, (iii) a third supplemental agreement dated 26 June 2003, and (iv) a fourth supplemental agreement dated on or around the date of the Charge.

Fee Letter means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Ancillary Bank and the Borrower) setting out any of the fees referred to in Clause 13 (*Fees*) of the Facility Agreement or any letter or letters entered into or to be entered into between the Agent and the Borrower (or the Ancillary Bank and the Borrower) setting out fees payable in respect of the Total Commitments.

Finance Document means the Facility Agreement, any Fee Letter, any Accession Letter, the Security Documents, the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement and any other document designated as such by the Agent and the Borrower and (wherever used in each of the Security Documents (other than in the Intercreditor Deed)) includes the Hedging Strategy Letter, the Hedging Agreements and the Working Capital Facilities.

Finance Parties means the Agent, the Arranger, a Lender, the Hedging Guarantor and the Working Capital Lender and **Finance Party** means any of them.

First Supplemental Agreement means the supplemental agreement dated 20 December 2002 between (1) the Borrower, (2) the General Partner, (3) The Governor and Company of the Bank of Scotland as Agent, Arranger and Security Trustee, (4) the Existing Guarantors (as defined therein), (5) the Additional Guarantors (as defined therein) and (6) the Lenders pursuant to which certain amendments were made to the Original Facility Agreement.

Fourth Supplemental Agreement means the fourth supplemental agreement dated on or around 17 October 2003 between (1) the Borrower, (2) the General Partner, (3) The Governor and Company of the Bank of Scotland as Agent, Arranger and Security Trustee and (4) the Existing Guarantors (as defined therein) and (5) the Lenders, pursuant to which certain amendments were made to the Original Facility Agreement.

Further Loan means any Loan to acquire the whole or part of a New Property (as defined in the Facility Agreement).

Hedging Agreements means each document evidencing, or in connection with, the interest rate hedging facilities entered into or to be entered into from time to time pursuant to the Hedging Strategy Letter by or between the Borrower and the Hedging Counterparty and in the case of the guarantee and counter-indemnity to be entered into pursuant to the schedule to the ISDA master agreement, The Governor and Company of the Bank of Scotland.

Hedging Counterparty means HBOS Treasury Services PLC, a company incorporated in England and Wales (Registered Number 2692890) having its registered office at 33 Old Broad Street, London EC2N 1HZ.

Hedging Guarantor means The Governor and Company of the Bank of Scotland in its capacity as counter-indemnifier to the Hedging Counterparty under the Hedging Agreements.

Hedging Strategy Letter means the letter from the Borrower to the Agent setting out the interest rate hedging arrangements to be entered into by the Borrower and in the form set out in Schedule 13 and any letter supplemental thereto in respect of any Further Loans.

Intercreditor Deed means the intercreditor agreement dated on or around the date of the Charge, *inter alia*, The Governor and Company of the Bank of Scotland as Arranger, Agent, Security Trustee and Hedging Guarantor in terms of the Facility Agreement, the financial institutions listed in Part II of Schedule 1 of the Facility Agreement as Original Lenders, The Governor and Company of the Bank of Scotland as Working Capital Lender in terms of the Revolving Credit Facility, the Borrower and the companies listed therein as Original Guarantors.

Lender means in relation to any Loan:

- (a) the banks or financial institutions whose names are set out in Part II of Schedule 1A to the Facility Agreement;
- (b) any bank or financial institution which has become a Party in accordance with Clause 25 (*Changes to the Lenders*) of the Facility Agreement; and
- (c) the Ancillary Bank,

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

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

Obligor means the Borrower or a Guarantor.

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement.

Original Facility Agreement means the facility agreement dated 25 January 2002 between (amongst others) (1) the Borrower, (2) the General Partner and (3) The Governor and Company of the Bank of Scotland as Agent, Arranger and Security Trustee.

Original Guarantors means each of the companies listed as original guarantors in Part 1 of Schedule 1A to the Facility Agreement.

Original Lender means The Governor and Company of the Bank of Scotland.

Revolving Credit Facility means the Working Capital Facilities.

Second Supplemental Agreement" means the second supplemental agreement dated 3 February 2003 between (1) the Borrower, (2) the General Partner, (3) The Governor and Company of the Bank of Scotland as Agent, Arranger and Security Trustee and (4) the Existing Guarantors (as defined therein) and (5) the Lenders, pursuant to which certain amendments were made to the Original Facility Agreement.

Secured Liabilities means, in respect of the Chargor, all of its present and future obligations and liabilities to the Security Trustee and each of the Finance Parties under the Charge, the Facility Agreement 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.

Security Assets means all assets, rights and property of each of the Chargors the subject of any security created by any Debenture.

Security Documents has the meaning ascribed to it in the Facility Agreement.

Security Trustee means The Governor and Company of the Bank of Scotland incorporated under Act of Scots Parliament dated 1695 and having its head office at The Mound, Edinburgh EH1 1YZ for itself and as security trustee for the Finance Parties.

Third Effective Date means the Effective Date as defined in the Third Supplemental Agreement.

Third Supplemental Agreement means the third supplemental agreement dated 26 June 2003 among (1) the Borrower, (2) the General Partner, (3) The Governor and Company of the Bank of Scotland as Agent, Arranger and Security Trustee, (4) the Existing Guarantors (as defined therein), and (5) the Lenders pursuant to which certain amendments have been made to the Facility Agreement.

Total Commitments means the aggregate of the Commitments.

Working Capital Facilities means the working capital facilities of up to £35,000,000 provided to the Obligors by the Working Capital Lender pursuant to an agreement dated on or around the date hereof.

Working Capital Lender means The Governor and Company of the Bank of Scotland in its capacity as provider of the Working Capital Facilities.

Interpretation

- (a) Capitalised terms defined in the Facility Agreement shall have, unless expressly defined in the Charge or this Form 395, the same meaning in the Charge and this Form 395.
- (b) The provisions of Clauses 1.2 and 1.3 of the Facility Agreement apply to the Charge as if expressly set out herein, *mutatis mutandis*, with each reference to the Facility Agreement therein being deemed to be a reference to the Charge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04269321

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED THE 20th OCTOBER 2003 AND CREATED BY HOWGATE THREE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND FOR ITSELF AND AS SECURITY TRUSTEE FOR ITSELF AND AS AGENT FOR THE FINANCE PARTIES AND EACH OF 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 7th NOVEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th NOVEMBER 2003.

P. C.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES