

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

BY  
L60x6  
026354Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985



For official use

Company number

4269321

To the Registrar of Companies  
(Address overleaf)

Name of company

\* HOWGATE THREE LIMITED ("the Obligor")

Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company

Date of creation of the charge

21 March 2002

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

Standard Security ("the Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities of the Obligor to the Security Trustee and each of the Finance Parties under the Deed, the Facility Agreement and any Finance Document whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations (to the extent expressly contained in a Finance Document) to indemnify the Security Trustee and each of the Finance Parties ("the Secured Liabilities")

For definitions, see attached Schedule of Definitions

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

The Governor and Company of the Bank of Scotland having its head office at The Mound, Edinburgh,

EHI 1YZ for itself and as security trustee for the Finance Parties ("the Security Trustee" and "The Agent")

Postcode

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

Dundas & Wilson CS  
Saltire Court  
20 Castle Terrace  
EDINBURGH EH1 2EN  
Ref:GAB/JXH/CPD/BOS001.1047

For official Use  
Mortgage Section

Post room

A05  
COMPANIES HOUSE0741  
06/04/02

Time critical reference

Short particulars of all the property mortgaged or charged

ALL and WHOLE the subjects known as and forming ALL and WHOLE the Obligor's interest as tenants under the lease amongst Falkirk District Council and Central Regional Council and Meritclass Investments Limited dated Ninth December Nineteen hundred and eighty eight and Sixth and Twelfth January Nineteen hundred and eighty nine and recorded in the Division of the General Register of Sasines for the County of Stirling and in the Books of Council and Session on Ninth March Nineteen hundred and eighty nine, as amended, varied and/or supplemented by (1) Memorandum between the parties to the lease dated Thirteenth, Twenty second and Thirtieth November and recorded in the said Division of the General Register of Sasines on Fifteenth December, both months in Nineteen hundred and ninety five, (2) Formal letters by Central Regional Council dated Thirteenth November and by Bird Semple, solicitors dated Eleventh December, both months in Nineteen hundred and ninety five, (3) Assignment and variation by the said Meritclass Investments Limited in favour of Xebec Investments Limited with consent of Falkirk District Council and Central Regional Council dated Fourteenth, Fifteenth and Nineteenth March and registered in the Books of Council and Session on Eleventh April, both months in Nineteen hundred and ninety six, (4) Assignment by Xebec Investments Limited in favour of The Howgate Shopping Centre Limited with consent of Midland Bank Trust Company Limited as trustee for Abbey Life Assurance Company Limited dated Nineteenth and Twentieth June and registered in the Books of Council and Session on Nineteenth August, both months in Nineteen hundred and ninety seven, (5) Assignment by The Howgate Shopping Centre Limited with consent of Capital & Regional Shopping Centres Limited in favour of the Obligor dated Thrity first October Two thousand and one, the Obligor's interest in which lease is registered in the Land Register of Scotland under Title Number STG 15104 (all hereinafter together referred to as "the Lease"), which Lease is granted in respect of the subjects extending to 4.5 acres (1.82 hectares) or thereby (under exceptions as specified in the Lease) and lying generally to the North of Pleasance Gardens and generally to the West of Baxter's Wynd, both in Falkirk in the Parish of Falkirk and the County of Stirling delineated on the plan annexed to the Land Certificate to be issued in respect of the said Title Number STG 15104 as aforesaid; Together with the parts, privileges and pertinents thereof, the whole rights, common, mutual and otherwise effeiring thereto, and the Obligor's whole right, title and interest, present and future, therein and thereto ("the Security Subjects").

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

Particulars as to commission allowance or discount

Nil

Signed



Date 5/4/2002

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 relative to a Standard Security granted by Howgate Three Limited in favour of The Governor and Company of the Bank of Scotland as trustee for itself and others dated 28 February 2002**

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

**Agreement and Facility Agreement** means the 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 Schedule 1 annexed hereto as Original Lenders, relating to the provision of a term loan facility up to £335,000,000 (the "**Facility Agreement**");

**Ancillary Bank** means The Governor and Company of the Bank of Scotland;

**Arranger** 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 as arranger;

**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;

**Disposal Deposit Account** means Account Number 00508210 Sort Code 802000 with the Agent or any replacement account agreed to be designated as such by the Agent and the Borrower;

**Duty of Care Agreements** means each of (i) the duty of care agreement entered into by the Property Manager and the Agent and (ii) the duty of care agreement entered into by the Fund Manager and the Agent;

**Fee Letter** means any letter or letters dated on or about the date of the 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 Agreement;

**Finance Document** means the Agreement, any Fee Letter, any Accession Letter, the Security Documents, the Hedging Strategy Letter, Hedging Agreements and any other document designated as such by the Agent and the Borrower;

**Finance Parties** means the Agent, the Arranger, a Lender, the Hedging Counterparty or the Security Trustee and **Finance Party** means any of them;

**Fund Manager** means Morley Fund Management Limited or any other person or entity appointed in its place by the Partnership to operate and administer the Partnership;

**Group** means the Borrower and its subsidiaries for the time being and "**Group Company**" means any of them;

**Hedging Agreements** means each document evidencing the interest rate hedging facilities entered or to be entered into from time to time by or between the Borrower, the Hedging Counterparty and where the Hedging Counterparty is Bank of Scotland Treasury Services PLC, the counter-indemnity to be entered into by the Borrower in favour of The Governor and Company of the Bank of Scotland pursuant to the Schedule to the ISDA master agreement;

**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, 7<sup>th</sup> Floor, 155 Bishopsgate, London EC2M 3UB or such other person (with a long term credit rating of at least A+ with Standard & Poors Confirmation, Aa3 with Moody's Investor Services Inc. and/or AA with Fitch) as the Security Trustee and the Borrower shall agree;

**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 to the Agreement;

**Interest Cover Deposit Account** means Account Number 00508894 Sort Code 802000 with the Agent or any replacement account agreed to be designated as such by the Agent and the Borrower.

**Lender** means in relation to any Loan:

- (a) any Original Lender;
- (b) any bank or financial institution which has become a Party in accordance with Clause 25 (*Changes to the Lenders*) of the Agreement; and
- (c) the Ancillary Bank,

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

**LTV Deposit Account** means Account Number 00508229 Sort Code 802000 with the Agent or any replacement account agreed to be designated as such between the Agent and the Borrower;

**Original Lenders** means the financial institutions listed in Schedule 1 annexed hereto as lenders;

**Partnership** means the Borrower which is a limited partnership registered under number 7977;

**Party** means a party to the Agreement and includes its successors in title, permitted assigns and permitted transferees;

**Property Manager** means Capital & Regional Property Management Limited or any successor in its capacity as property manager as approved by the Agent in accordance with Clause 23.13(a) of the Agreement;

**Security Documents** means:

- (i) a debenture by each Group Company (incorporating first ranking fixed security over all properties located in England or Wales owned by it) and a debenture by Norwich Union Life & Pensions Limited, all in favour of the Security Trustee;
- (ii) first ranking Standard Securities by each relevant Group Company in favour of the Security Trustee in respect of each property in Scotland owned by it;
- (iii) 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;
- (iv) accounts pledges over the Disposal Deposit Account, the LTV Deposit Account and the Interest Cover Deposit Account;
- (v) a Jersey security interest agreement by the Borrower in favour of the Security Trustee in respect of the shares of each Group Company incorporated in Jersey, Channel Islands;



(vi) shares pledged in respect of the shares of each Group Company other than the Borrower to the extent not covered by a debenture or local equivalent; and

(vii) Duty of Care Agreements,

and any other document that the Agent may from time to time reasonably require to be granted by any Group Company to the Security Trustee in connection with the Agreement guaranteeing and/or creating or evidencing rights in security for, or otherwise in support of, all or any part of the obligations of any Obligor under the Finance Documents;



**This is the Schedule applicable to the foregoing Companies Form 395 relative to a Standard Security granted by Howgate Three Limited in favour of The Governor and Company of the Bank of Scotland dated 28 February 2002**

**SCHEDULE 1**

**The Original Lenders**

<b>Name of Original Lender</b>	<b>Commitment</b>	<b>Ancillary Facility</b>
The Governor and Company of the Bank of Scotland		

# M

COMPANIES FORM No. 398

# 398

## Certificate of registration in Scotland or Northern Ireland of a charge comprising property situate there

Please do not  
write in  
this margin

Pursuant to section 398(4) of the Companies Act 1985

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

Company number

4269321

Name of company

\* HOWGATE THREE LIMITED ("the Obligor")

\*  
insert full name  
of company

I We, Dundas &amp; Wilson, CS

of Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN

†  
Give date and  
parties to charge

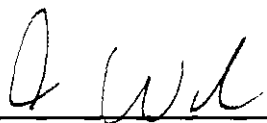
certify that the charge † granted by the Obligor in favour of The Governor and Company of the Bank of  
Scotland as security trustee dated 28 February 2002

of which a true copy is annexed to this form was presented for registration on 21 March 19 2002

†  
Delete as  
appropriate

in [Scotland] [~~Northern Ireland~~] †

Signed



Date 5/4/2002

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

Dundas & Wilson CS  
Saltire Court  
20 Castle Terrace  
Edinburgh  
EH1 2EN  
Ref: GAB/JXH/CPD/BOS001.1047

For official Use

Mortgage Section

Post room

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 STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON THE 21ST MARCH 2002 DATED THE 28th FEBRUARY 2002 AND CREATED BY HOWGATE THREE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGOR TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY TRUSTEE FOR THE FINANCE PARTIES (ALL TERMS AS DEFINED) 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 6th APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th APRIL 2002.

A handwritten signature in dark ink, appearing to be 'J. B.' or similar.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —