

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

R135
R180X/8
025 794

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use
Company number

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

Name of company

4

4269321

* insert full name
of company

*HOWGATE THREE LIMITED a company incorporated under the law of England and
Wales having its registered office at 10 Lower Grosvenor Place, London SW1W 0EN (a "Chargor")

Date of creation of the charge

28th February 2002

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

Debenture (the "Deed")

Amount secured by the mortgage or charge

The Secured Liabilities (as defined below)

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 dated 1695 and
having its head office at The Mound, Edinburgh EH1 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:DBBL/ADCF/SJP/BOS001.1047

For official Use
Mortgage Section

Post room



A04
COMPANIES HOUSE

AD3GP99N

0849
20/03/02

Time critical reference

Short particulars of all the property mortgaged or charged

See Paper Apart

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

18 March 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 Companies Form 395 relative to a Debenture granted by Howgate Three Limited (Registered Number 4269321) (a "Chargor") in favour of The Governor and Company of the Bank of Scotland (the "Security Trustee" and the "Agent") dated 28th February 2002

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

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of 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 2 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;

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

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 ;

Bank Account means the Client Rental Income Account;

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;

Client Rental Income Account means Account Number 00508149 Sort Code 802000 with the Agent or any replacement account agreed to be designated as such by the Agent and the Borrower;

Companies means the Chargor and each of the Companies listed in Schedule 5 annexed hereto and Company shall mean any of them;

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;

Event of Default means any event or circumstance specified as such in Clause 24 (*Events of Default*) of the Agreement;

Facility means the term loan facility made available under the Agreement as described in Clause 2 (*The Facility*) of the Agreement;

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;

Fixtures means in relation to any freehold or leasehold property charged by or pursuant to the Deed 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 Companies;

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;

Gross Rental Income means all rents, licence fees, insurance premia, service charges, VAT and other monies received or receivable from time to time in respect of or arising out of any and all leases (or agreements for lease) or tenancies relating to any Property or any part of a Property;

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

Group Shares means (i) the Shares and (ii) all shares in the Subsidiaries with the exclusion of the shares of any Subsidiaries incorporated in Jersey and includes all related rights;

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 Agreement;

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, 7th 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;

Insurances means all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of the Companies or (to the extent of the Companies' interest) in which the Companies have an interest;

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;

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;

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;

Mortgaged Property means the property legally mortgaged by the Deed and any other freehold or leasehold property the subject of the Deed (and shall include, for the avoidance of doubt, and without prejudice to the foregoing generality, the Properties);

Obligor means the Borrower or a Guarantor;

Occupational Lease means any occupational lease or licence or other right of occupation to which an Obligor's interest in any Property may be subject from time to time;

Original Guarantors means each of the companies listed as original guarantors in Schedule 1 annexed hereto;

Original Lenders means the Financial Institutions listed in Schedule 2 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;

Properties means each of the Properties listed in Schedule 3 annexed hereto and **Property** shall mean any of them;

Property and Asset Management Agreement means the agreement in the Required Form between the Borrower and the Property Manager dated on or around the date of the Agreement;

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;

Property Transfer Agreements means the agreements listed in Part I of Schedule 1B to the Agreement;

Receiver means any one or more qualified persons appointed by the Security Trustee under Clause 17 (Receiver) of the Deed to be a receiver, administrative receiver or receiver and manager of all or any part of the Security Assets: "**qualified person**" means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any Company with respect to which he is appointed or (as the case may require) an administrative receiver of any such Company;

Required Form means a document in form and content required by the Agent;

Security means a mortgage, charge, encumbrance, standard security, pledge, lien or other security interest securing any obligation of any person;

Security Assets means all assets, rights and property of the Companies the subject of any security created by the Deed;

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;
- (vi) 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 pledges 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;

Secured Liabilities means, in respect of the Companies, all of their present and future obligations and liabilities to the Security Trustee and each of the Finance Parties under the Deed, 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;

Shares means the entire issued share capital of each of the Subsidiaries as detailed in Schedule 9 of the Deed a copy of which is annexed at Schedule 4 hereto together with any share capital issued after the date of the Deed by any such Subsidiary; and

Subsidiaries means each company which is or which may become a subsidiary (within the meaning of Section 736 of the Companies Act or Article 2 of the Companies (Jersey) Law 1991) of any of the Companies.

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

This is the Paper Apart applicable to the foregoing Companies Form 395 relative to a Debenture granted by Howgate Three Limited (Registered Number 4269321) (a "Chargor") in favour of The Governor and Company of the Bank of Scotland (the "Security Trustee" and the "Agent") dated 28th February 2002.

1. FIXED CHARGES

- (1) The Chargor as security for the payment of all Secured Liabilities, charges in favour of the Security Trustee (for itself and as security trustee for the Finance Parties):
- (a) by way of first legal mortgage, all of its legal and/or beneficial interest (as set out in Schedule 2 to the Deed, a copy of which is attached as relative hereto) in and to the Properties.
 - (b) by way of first fixed charge:
 - (i) (to the extent the same are not the subject of an effective mortgage under Clause 1(1)(a)) all present and future estates or interests in any freehold or leasehold property now or in the future belonging to them and located in England or Wales;
 - (ii) all plant and machinery now or in the future owned by it and its interest in any such plant or machinery in its possession;
 - (iii) its present and future interest in all stocks, shares (other than the Group Shares), debentures, bonds, warrants, coupons and other securities and investments and all rights relative thereto;
 - (iv) all moneys (including interest) standing now or in the future to the credit of the Bank Account and any other account held by them with any person and the debts represented by them;
 - (v) all benefits in respect of Insurances, all claims in respect thereof and return of premiums in respect of them;
 - (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b)) all book and other debts and other moneys due, owing, payable or incurred to it now or at any time and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by them in relation thereto;
 - (vii) (to the extent they are not subject to an effective assignment under Clause 1(2)) all its rights under the Hedging Agreements;
 - (viii) (to the extent they are not subject to an effective assignment under Clause 1(2)) all their rights under the Occupational Leases;
 - (ix) its present and future beneficial interest, claim or entitlement in any pension fund;
 - (x) their present and future goodwill;
 - (xi) the benefit of all present and future licences (statutory or otherwise) held or to be held in connection with its business or the use of any of the Security Assets the subject of the security pursuant to sub-clause (a) above and the right to

- recover and receive all compensation which may at any time become payable to it in respect thereof;
 - (xii) their present and future uncalled capital;
 - (xiii) their rights under the appointment of any managing agent of the Mortgaged Property;
 - (xiv) their rights under the agreement or agreements relating to the purchase of the Mortgaged Property by the Chargors;
 - (xv) all knowhow licences and patents (including applications and rights to apply therefor), copyrights, rights in trademarks, service marks whether registered or not, and rights in confidential information now or at any time belonging to it; and
 - (xvi) all Group Shares held now or in the future by it and/or any nominee on its behalf.
- (2) The Chargor assigns to the Security Trustee (for itself and as security trustee for the Finance Parties) by way of security:
 - (a) all Gross Rental Income (exclusive of VAT);
 - (b) all their rights under the Occupational Leases;
 - (c) all their rights under the Hedging Agreements;
 - (d) all their rights under the Property and Asset Management Agreement; and
 - (e) all their rights under the Property Transfer Agreements.
- (3) A reference in the Deed to a charge or mortgage of any freehold or leasehold property (including, for the avoidance of doubt, but without prejudice to the foregoing generality, the Properties) includes:
 - (a) all buildings and Fixtures on that property;
 - (b) the proceeds of sale of any part of that property save where such proceeds are being applied in accordance with Clause 23.4(c) of the Facility Agreement; and
 - (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2. **FLOATING CHARGE**

- (1) The Chargor, as security for the payment of their Secured Liabilities, charges in favour of the Security Trustee by way of a first floating charge (i) all its assets situated outwith Scotland or governed by a body of law other than Scots law and not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by Clause 1 (Fixed Charges) of the Deed or by a separate Security Agreement, and (ii) all their assets situated in Scotland or otherwise governed by Scots law.
- (2) The Chargor shall not otherwise than as provided in the Facility Agreement:
 - (a) create or permit to subsist any Security over all or any part of the Security Assets;

- (b) part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets.
- (3) The Security Trustee may by notice to the Chargors convert the floating charge created by the Deed into a specific fixed charge over any assets specified in the notice if (i) a Default has occurred or (ii) any assets specified in the notice are, in the opinion of the Security Trustee (acting reasonably), in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise in jeopardy; and the Security Trustee may at any time thereafter appoint a Receiver thereof.
- (4) The floating charge created by the Deed by the Chargor shall (other than in respect of any of the Security Assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of any automatic conversion) in addition to the circumstances in which the same will occur under general law automatically be converted into a fixed charge if:
 - (a) a meeting of the Chargor is convened for the purpose of considering any resolution for (or to petition for) its winding-up or for its administration or any such resolution is passed; or
 - (b) any person presents a petition for the administration or winding-up or bankruptcy of the Chargor and, in the case of a winding-up petition, the petition is not discharged or stayed within 14 days.

These are Schedules applicable to the foregoing Companies form 395 relative to a Debenture granted by Howgate Three Limited (Registered Number 4269321) (the "Chargor") in favour of The Governor and Company of the Bank of Scotland (the "Security Trustee" and the "Agent") dated 28th February 2002

SCHEDULE 1

The Original Obligors

Name of Borrower	Registration number (or equivalent, if any)
The Mall Fund Limited Partnership	7977

Name of Original Guarantor	Registration number (or equivalent, if any)
None	

SCHEDULE 2

The Original Lenders

Name of Original Lender	Commitment	Ancillary Facility
The Governor and Company of the Bank of Scotland		

SCHEDULE 3

The Properties

1. ALL THAT leasehold land being Broadway Shopping Centre Broadway Bexleyheath in the London Borough of Bexley as the same is registered at HM Land Registry with title absolute under title number SGL553179 and is more particularly described in a lease dated 4th March 1992 made between the Mayor and Burgesses of the London Borough of Bexley (1) the Norwich Union Life Insurance Society (2).
2. ALL THAT freehold land being land and buildings to the south of Main Road Romford (now known as the Dolphin Centre) Havering as the same is registered at HM Land Registry with title absolute under title number EGL416981.
3. ALL THAT leasehold land being land and buildings lying to the north of Western Road Romford (known as Liberty II Shopping Centre) Havering as the same is registered at HM Land Registry with title absolute under title number EGL347983 and is more particularly described in a lease dated 17th June 1996 made between the Mayor and Burgesses of the London Borough of Havering (1) Trafalgar House Developments Limited (2) and SECONDLY ALL THAT leasehold land being the Upper Deck Car Park, Mercury Gardens, Romford more particularly described in an agreement for lease dated 21 December 2001 made between Havering Borough Council (1) Liberty One Limited (2) Liberty Two Limited (3) and THIRDLY ALL THAT leasehold land being the Lower Deck Car Park, Mercury Gardens, Romford more particularly described in a lease dated 9 January 2000 made between Sainsburys Supermarket Limited (1) Capital & Regional Shopping Centres Limited (2) and Capital & Regional plc (3).
4. ALL THAT leasehold land being Alhambra Centre New Street Barnsley in the County of South Yorkshire as the same is registered at HM Land Registry with title absolute under title number SYK421386 and is more particularly described in a lease dated 4th April 1989 made between Barnsley Metropolitan Borough Council (1) Solentbar Property Investment Limited (2).
5. ALL THAT freehold land being land on the east side of Station Road Edgware (known as the Broadwalk Shopping Centre) in the London Borough of Barnet as the same is registered at HM Land Registry with title absolute under title number AGL88150.
6. FIRSTLY ALL THAT freehold land being Wood Green Shopping City High Road Wood Green in the London Borough of Haringey as the same is registered at HM Land Registry with title absolute under title number EGL350011 and SECONDLY ALL THAT freehold land being 88 to 96 (even numbers) High Road Wood Green in the London Borough of Haringey as the same is registered at HM Land Registry with title absolute under title number NGL316556 and THIRDLY all such title right and interest as the Chargor may have in the bridge link which spans High Road, Wood Green and which was formerly included within leasehold title number EGL 332103.
7. FIRSTLY ALL THAT freehold land being King's Shade Walk High Street Epsom in the County of Surrey as the same is registered at HM Land Registry with title absolute under title number SY155051 and SECONDLY ALL THAT freehold land being the White Hart High Street Epsom in the County of Surrey as the same is registered at HM Land Registry with title absolute under title number SY473553 and THIRDLY ALL THAT leasehold land being the Ashley Centre Epsom in the County of Surrey as the same is registered at HM Land Registry with title absolute under title number SY547501 and is more particularly described in a lease dated 5th June 1985 made between Epsom and Ewell Borough Council (1) Friends Provident Life Office (2) and FOURTHLY ALL THAT leasehold land being 120 car parking spaces at

the Ashley Centre Ashley Avenue Epsom in the County of Surrey as the same is registered at HM Land Registry with title absolute under title number SY549664 as is more particularly described in a lease dated 5th June 1985 made between Epsom and Ewell Borough Council (1) Ashley Avenue Developments Limited (2).

8. FIRSTLY ALL THAT freehold land being The Exchange Shopping Centre Ley Street Ilford in the London Borough of Redbridge as the same is registered at H M Land Registry with title absolute under title number EGL217742 and SECONDLY ALL THAT leasehold land being land and buildings at The Exchange Cranbrook Road Ilford as the same is registered at H M Land Registry with title absolute under title number EGL298488 and more particularly described in a lease dated 29th April 1992 made between Brador Properties (1) and The Prudential Assurance Company Limited (2) and a lease dated 18th April 1996 made between Brador Properties (1) and The Norwich Union Life Insurance Society (2) and THIRDLY ALL THAT leasehold land being all that the Concrete Raft or Platform which lies at or above Ordnance Datum Seventeen Decimal Point Two Hundred and Ten Metres together with the Foundations, Columns, Piers, Walls and Supports together also with all Buildings and Structures and the Airspace above the said Concrete Raft or Platform excepting all Airspace within Six Hundred Millimetres of the Overhead Gantry Structure, the Isolators thereon and the Power Lines running thereto and therefrom and the Airspace and Soil beneath the undersurface of such Concrete Raft or Platform as the same is registered at H M Land Registry with title absolute under title number EGL283082 and more particularly described in a lease dated 22nd March 1991 made between British Railways Board (1) and The Prudential Assurance Company Limited (2)
9. ALL THAT leasehold land being the Birmingham Shopping Centre Ladywood House and car parks connected therewith in the City of Birmingham as the same is registered at H M Land Registry with title absolute under title number WM25699 and is more particularly described in a lease dated 29th March 1973 made between British Railways Board (1) Capital and Counties Property Company Limited and Taylor Woodrow Industrial Estates Limited (2) and the Norwich Union Life Insurance Society (3).
10. ALL THAT leasehold land known as Selborne Walk Shopping Centre Walthamstow as the same is registered at H M Land Registry with title absolute under title number EGL224521.

SCHEDULE 4

The Shares

- 2 Ordinary Shares of £1 each in the capital of Capital & Regional (Pallasades One) Limited
- 2 Ordinary Shares of £1 each in the capital of Ashley Centre One Limited
- 2 Ordinary Shares of £1 each in the capital of Ashley Centre Two Limited
- 2 Ordinary Shares of £1 each in the capital of Trinity One Limited
- 2 Ordinary Shares of £1 each in the capital of Trinity Two Limited
- 2 Ordinary Shares of £1 each in the capital of Alhambra One Limited
- 2 Ordinary Shares of £1 each in the capital of Alhambra Two Limited
- 2 Ordinary Shares of £1 each in the capital of Howgate One Limited
- 2 Ordinary Shares of £1 each in the capital of Howgate Two Limited
- 2 Ordinary Shares of £1 each in the capital of Howgate Three Limited
- 2 Ordinary Shares of £1 each in the capital of Howgate Four Limited
- 2 Ordinary Shares of £1 each in the capital of Liberty One Limited
- 2 Ordinary Shares of £1 each in the capital of Liberty Two Limited
- 2 Ordinary Shares of £1 each in the capital of Selborne One Limited
- 2 Ordinary Shares of £1 each in the capital of Selborne Two Limited
- 2 Ordinary Shares of £1 each in the capital of Wood Green One Limited
- 2 Ordinary Shares of £1 each in the capital of Wood Green Two Limited

SCHEDULE 5

The Companies

Company	Registered Office	Company Number
Howgate Leasehold Limited	PO Box 51 57 Bath Street St. Helier Jersey, JE4 0XP	80732
Howgate Freehold Limited	PO Box 51 57 Bath Street St. Helier Jersey, JE4 0XP	80731
Liberty Romford Limited	PO Box 51 57 Bath Street St. Helier Jersey, JE4 0XP	80726
Selborne Walthamstow Limited	PO Box 51 57 Bath Street St. Helier Jersey, JE4 0XP	80727
Wood Green London Limited	PO Box 51 57 Bath Street St. Helier Jersey, JE4 0XP	80729
Pallasades Birmingham Limited	PO Box 51 57 Bath Street St. Helier Jersey, JE4 0XP	80725
Trinity Aberdeen Limited	PO Box 51 57 Bath Street St. Helier Jersey, JE4 0XP	80724
Alhambra Barnsley Limited	PO Box 51 57 Bath Street St. Helier Jersey, JE4 0XP	80730
Ashley Epsom Limited	PO Box 51 57 Bath Street St. Helier Jersey, JE4 0XP	80728

Company	Registered Office	Company Number
Ashley Centre One Limited	10 Lower Grosvenor Place London SW1W 0EN	4269294
Ashley Centre Two Limited	10 Lower Grosvenor Place London SW1W 0EN	4269300
Howgate One Limited	10 Lower Grosvenor Place London SW1W 0EN	4269324
Howgate Two Limited	10 Lower Grosvenor Place London SW1W 0EN	4269323
Howgate Three Limited	10 Lower Grosvenor Place London SW1W 0EN	4269321
Howgate Four Limited	10 Lower Grosvenor Place London SW1W 0EN	4269317
Liberty One Limited	10 Lower Grosvenor Place London SW1W 0EN	4269315
Liberty Two Limited	10 Lower Grosvenor Place London SW1W 0EN	4269314
Selborne One Limited	10 Lower Grosvenor Place London SW1W 0EN	4269312
Selborne Two Limited	10 Lower Grosvenor Place London SW1W 0EN	4269305
Wood Green One Limited	10 Lower Grosvenor Place London SW1W 0EN	4269298
Wood Green Two Limited	10 Lower Grosvenor Place London SW1W 0EN	4269291
Trinity One Limited	10 Lower Grosvenor Place London SW1W 0EN	4269286
Trinity Two Limited	10 Lower Grosvenor Place London	4269342

Company	Registered Office SW1W 0EN	Company Number
Capital & Regional (Pallasades One) Limited	10 Lower Grosvenor Place London SW1W 0EN	3944715
Alhambra One Limited	10 Lower Grosvenor Place London SW1W 0EN	4269294
Alhambra Two Limited	10 Lower Grosvenor Place London SW1W 0EN	4269300

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 DEBENTURE DATED THE 28th FEBRUARY 2002 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 THE FINANCE PARTIES (THE SECURITY TRUSTEE) AND (THE AGENT) 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 20th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd MARCH 2002.

*P
Guthrie*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —