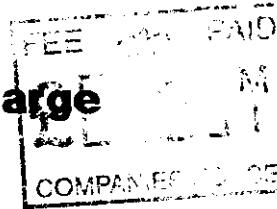


# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge



# 395

Please do not  
write in  
this margin

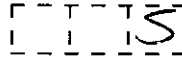
Pursuant to section 395 of the Companies Act 1985

02 7351 110

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

To the Registrar of Companies  
(Address overleaf)

For official use Company number



4269324

Name of company

\*HOWGATE ONE LIMITED ("the Obligor")

\*  
insert full name  
of company

Date of creation of the charge

10 May 2002

2-5-02

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,  
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:GAB/JXH/CPD/BOS001.1260

For official Use  
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

ALL and WHOLE the premises known as and forming units 1, 1A, 1B, 2, 3 and first floor premises, Howgate Centre, Falkirk being the subjects more particularly described in, disposed by and delineated in red on plan B annexed and executed as relative to Disposition by Central Regional Council and Falkirk District Council in favour of Cavendish-Woodhouse (Holdings) Limited dated Twenty second Febraury Nineteen hundred and ninety six and currently in the course of registration in the Land Register of Scotland under Title Number STG14756; Together with the rights over the ground shown within green lines and hatched green on the said plan B more particularly described in and disposed by the said Disposition by Central Regional Council and Falkirk District Council in favour of Cavendish-Woodhouse (Holdings) Limited dated and in the course of registration as aforesaid, the heritable fittings and fixtures therein and thereon, the parts, privileges and pertinents thereof and the Obligor's whole right, title and interest present and future therein, being the subjects currently in the course of registration in the Land Register of Scotland under Title Number STG14756 ("the Security Subjects").

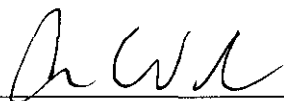
Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount

Nil

Signed



Date

16.5.2002

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 One Limited in favour of The Governor and Company of the Bank of Scotland as trustee for itself and others dated 2 May 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 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;



# M

COMPANIES FORM No. 398

# 398

W.L.

## 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

Company number

4269324

Name of company

\* HOWGATE ONE LIMITED ("the Obligor")

I We, Dundas &amp; Wilson, CS

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

certify that the charge † granted by the Obligor in favour of The Governor and Company of the Bank of  
Scotland as security trustee dated 2 May 2002

of which a true copy is annexed to this form was presented for registration on 10 May 19 2002

in [Scotland] [~~Northern Ireland~~] ‡

† Give date and  
parties to charge

‡ Delete as  
appropriate

Signed



Date 16.5.2002

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

Dundas & Wilson CS  
Saltire Court  
20 Castle Terrace  
Edinburgh  
EH1 2EN  
Ref: GAB/JXH/CPD/BOS001.1260

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. 04269324

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 10 MAY 2002 AND DATED THE 2nd MAY 2002 AND CREATED BY HOWGATE ONE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGOR TO THE SECURITY TRUSTEE AND EACH OF THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER 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 17th MAY 2002.

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

*SO*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —