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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

Name of company

* South Aylesford Retail Park (Nominees No.2) Limited (the "Chargor")

Date of creation of the charge

3 January 2002

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

A debenture between the (1) Chargor and (2) the Agent (the "Debenture").

Amount secured by the mortgage or charge

All the Chargor's liabilities to the Finance Parties of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another) together with Interest and Expenses (the "Chargor's Obligations").

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

The Royal Bank of Scotland plc as agent for the Banks and as security trustee for the Finance Parties (the "Agent")
36 St Andrew Square
Edinburgh

Postcode EH2 2YB

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

SJ Berwin
222 Gray's Inn Road
London
WC1X 8XF

949/R757.53/CORP2:75632

Time critical reference

For official Use
Mortgage Section

Post room



A46
COMPANIES HOUSE

0290
21/01/02

Short particulars of all the property mortgaged or charged

The Chargor covenants to discharge on demand the Chargor's Obligations when the Chargor's Obligations become due and as a continuing security for such discharge and with full title guarantee charges to the Agent:

- (a) By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Chargor.
- (b) By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Chargor except the property charged by (a) above.
- (c) By way of fixed charge all the plant machinery and fixtures and fittings of the Chargor present and future.

Please do not write in this margin

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

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Particulars as to commission allowance or discount (note 3)

N/A

Signed SJ Berwin

Date 17/01/02

On behalf of [company] [mortgagee/chargee] †

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

† 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 CF14 3UZ

- (d) By way of fixed charge all furniture furnishings equipment tools and other chattels of the Chargor present and future not regularly disposed of in the ordinary course of business.
- (e) By way of fixed charge all the goodwill and uncalled capital of the Chargor present and future.
- (f) By way of fixed charge all stocks shares and other securities of the Chargor present and future.
- (g) By way of fixed charge all intellectual property rights chooses in action and claims of the Chargor present and future and the proceeds of any insurance from time to time affecting the Property.
- (h) By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Agent or any third party.
- (i) By way of fixed charge all book debts and other debts of the Chargor present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an Account.
- (j) By way of fixed charge all funds standing to the credit of the Chargor from time to time on any account with the Agent or any other bank or financial institution or organisation including all receipts from time to time paid into an Account.
- (k) By way of floating charge all the undertaking and all property, assets and rights of the Chargor present and future not subject to a fixed charge under the Debenture.

Note: The Chargor will not without the previous written consent of the Agent:

- (a) create or permit to arise any mortgage, charge or lien on the Property;
- (b) dispose of the Property charged by (a) to (j) above;
- (c) deal with the Chargor's book debts and other debts otherwise than by collecting them in the ordinary course of the Chargor's business and, in particular, the Chargor will not realise its book debts and other debts by means of block discounting, factoring or the like;
- (d) dispose of the Property charged by (k) above other than in the ordinary course of business; or
- (e) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it.

Note: Despite any term to the contrary in relation to any deposit or credit balance on any account of the Chargor with a Finance Party that deposit or balance will not be capable of being assigned, dealt with, mortgaged or charged and will not be repayable to the Chargor before all the Chargor's Obligations have been discharged but a Finance Party may without prejudice to the Debenture permit the Chargor to make withdrawals from time to time.

In this Form 395, the following terms will have the following meanings:

"Account"

means the Chargor's account with the Agent (or such other account as the Agent may specify from time to time).

"Expenses"

means all expenses (on a full indemnity basis) incurred by any Finance Party or any Receiver at any time in connection with the Property or the Chargor's Obligations or in taking or perfecting the Debenture or in preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred.

"Finance Parties"

means the Agent and the finance parties identified by the Agent from time to time and "Finance Party" means any one of them.

"Interest"

means interest at the rate(s) charged to the Chargor by any Finance Party from time to time.

"Property"

means the whole and any part of the undertaking, property and assets of the Chargor charged by the Debenture (as set out in the above box entitled short particulars of all property mortgaged or charged).

"Receiver"

means a receiver and manager or (if the Agent so specifies in the relevant appointment) a receiver appointed in respect of the Property.

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04274413

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd JANUARY 2002 AND CREATED BY SOUTH AYLESFORD RETAIL PARK (NOMINEE NO. 2) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st JANUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JANUARY 2002.

Reason



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES