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CHFP131

COMPANIES FORM No. 395
Particulars of a mortgage or charge

105694/52

395

A fee of £13 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

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

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

For official use Company number

2

04409783

Name of company

*insert full name of
Company

Kandahar (Droitwich) Nominee No 1 Limited ("Chargor")

Date of creation of the charge

18 July 2007

Confirmed by fax

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

Debenture ("Deed")

Amount secured by the mortgage or charge

All monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety, except for any obligation which, if it were so intended, would result in this Deed contravening Section 151 of the Companies Act 1985

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

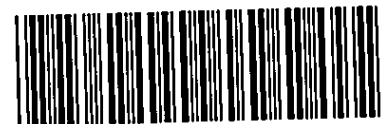
The Governor and Company of the Bank of Scotland ("Security Trustee")
21-23 Hill Street
London

Presentor's name address and
reference (if any)
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London
Tel 020 7760 1000
Apro B0702 33 [5734868 1]

Time critical reference

For official Use
Mortgage Section

WEDNESDAY



PMO 31/7/07 492
COMPANIES HOUSE
"L3M3ERJ1" "000000000000"
LD3 25/07/2007 65
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheet

Please do not
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complete
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preferably in
black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

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

Signed

Benwin Coughlin Partner LLP

Date

23 July 2007

On behalf of ~~[company]~~ [mortgagee/chargee]²

²delete 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 A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

04409783

Name of Company

Kandahar (Droitwich) Nominee No 1 Limited

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write
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Please complete
legibly, preferably
in black type, or
bold black
lettering

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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Please complete
legibly, preferably
in black type, or
bold black
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Clause 4 of the Deed provides:

Please complete
legibly, preferably in
black type, or bold
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4 Security

4 1 General

4 1 1 All the security created under this Deed is created in favour of the Security Trustee as continuing security for the payment and discharge of the Liabilities with full title guarantee

4 1 2 The covenants for title given under Clause 4 1 1 and implied by Section 3(1)(a) Law of Property (Miscellaneous Provisions) Act 1994 shall be qualified in respect of Charged Assets (other than the Property) to the extent that they are subject to Permitted Security

4 2 Mortgage

The Chargors charge by way of legal mortgage
4 2 1 the Property, and
4 2 2 any other freehold or leasehold property vested in the Chargors

4 3 Fixed charge

4 3 1 The Chargors charge by way of fixed charge each of the following including all rights of enforcement of the same

- (a) their interest in any future freehold or leasehold property acquired after the date of this Deed,
- (b) their interest in the Relevant Contracts,
- (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of any of them,
- (d) all easements, licences and other rights relating to a Property in which it has an interest,
- (e) the Control Accounts and any other accounts of that Chargor (other than the General Account),
- (f) their Intellectual Property,
- (g) the Investments,
- (h) if applicable its uncalled capital, and
- (i) their goodwill

4 4 No Security over Foreign Assets

Nothing in this Deed will be deemed to create any security in respect of any assets situated in Delaware, Jersey or Luxembourg

/...See continuation sheet 2

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company Number

04409783

Name of Company

Kandahar (Droitwich) Nominee No 1 Limited

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

4 5 Assignment

The Chargors assign subject to the provisions of Clause 12 (*Discharge*) each of the following including all rights of enforcement of the same

- (a) the Rents,
- (b) the Disposal Proceeds,
- (c) all book debts and other debts and all other monies due and owing to it except in relation to the General Account,
- (d) all monies standing to the credit of the Control Accounts and any other accounts of that Chargor (other than the General Account),
- (e) any Insurance Proceeds,
- (f) the benefit of the copyright and similar rights vested in it in connection with a Property,
- (g) all causes of action and other rights and remedies in which it has an interest,
- (h) all monies payable to it under any Hedging Arrangement,
- (i) the benefit of any monies paid or payable to it by way of compensation, endowment, gift, grant or otherwise, and
- (j) their interest in any VAT recoveries

4 6 Floating charge

The Chargors charge by way of floating charge all their assets, property and undertaking both present and future

4 7 Application of charges

4 7 1 The charges created under this Deed expressed to be

- (a) fixed charges, shall only apply to the extent that they create fixed security, and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under this Deed

4 8 Negative Pledge

4 8 1 No Chargor shall create or permit Security over any of the Charged Assets

4 8 2 Clause 3 8 1 shall not apply to Permitted Security

/...See continuation sheet 3

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
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Company Number

04409783

Name of Company

Kandahar (Droitwich) Nominee No 1 Limited

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Clause 1 1 contains the following definitions:

1 1 Definitions

In this Deed

"Act" means the Law of Property Act 1925

"Borrower" means Kandahar Group Limited (registered in England and Wales with registered number 04910013)

"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them

"Facility Agreement" means the up to £249,100,000 facility agreement dated 4 July 2007 and made between among others, the Chargors (1) and the Security Trustee (2) and any agreement entered into under or supplemental to it or amending, restating or novating it

"Headlease" means any lease or underlease out of which a Chargor derives its estate or interest in a Property

"Intellectual Property" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

"Investments" means the existing or future interest of a Chargor in

- (a) any stocks, shares bonds, units or any form of loan or other capital of or in any legal entity including any shares in a company opposite which a Chargor is specified as a member in Section 3 of Schedule 1 and any shares in any residents or management company connected with a Property, and
- (b) any warrant or other right to acquire any such investment,

in each case, including any income, offer, right or benefit in respect of any such investment

"Liabilities" means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety, except for any obligation which, if it were so intended, would result in this Deed contravening Section 151 of the Companies Act 1985

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/...See continuation sheet 4

CHFP131

Particulars of a mortgage or charge (continued)

Please do not write
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Continuation sheet No 4
to Form No 395 and 410 (Scot)

Please complete
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Company Number

04409783

Name of Company

Kandahar (Droitwich) Nominee No 1 Limited

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Property" means all present and future freehold and leasehold property including the property details of which are set out in Section 2 of Schedule 1 (*The Properties*) including all

Please complete
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- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it,
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it, and
- (d) where appropriate, any freehold or leasehold property charged by clauses 4 2 2 (*Mortgage*) and 4 3 1(a) (*Fixed Charge*)

"Receiver" means any one or more receiver or manager, administrator, or receiver and manager appointed by the Security Trustee under this Deed (whether sole, joint and/or several and including any substitute)

"Relevant Contracts" means each and all of

- (a) each contract in respect of any disposal of any Charged Asset,
- (b) each Occupational Lease,
- (c) each Headlease,
- (d) any managing agent's agreement, and
- (e) all other agreements, in which a Chargor has an interest,

in each case, including any guarantees or sureties entered into in respect of them

NOTE: Clause 1 2 4 provides

Where two or more persons purport to create Security over a Charged Asset under this Deed then

- (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset,
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset, and
- (c) each person shall be deemed to have confirmed the Security granted by the others

NOTE: The Deed also provides that the terms defined in the Facility Agreement have the same meaning unless the contrary intention is expressed

/...See continuation sheet 5

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 5
to Form No 395 and 410 (Scot)

Please complete
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Company Number

04409783

* delete if
inappropriate

Name of Company

Kandahar (Droitwich) Nominee No 1 Limited

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

NOTE: The parties to the Deed are expressed as.

- (1) **THE PARTIES** listed in Section 1 of Schedule 1 (*Chargors*) (the "**Chargors**")
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND** as security trustee for the Finance Parties (the "**Security Trustee**")

Please complete
legibly, preferably in
black type, or bold
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Schedule 1
The Chargors and the Properties

Section 1
The Chargors

NAME	REGISTERED NUMBER
Kandahar (Droitwich) Limited	04953195
Kandahar (Droitwich) Nominee No 1 Limited	04409783
Kandahar (Droitwich) Nominee No 2 Limited	04409733

Section 2
The Properties

PROPRIETOR	PROPERTY	DESCRIPTION
Kandahar (Droitwich) Nominee No 1 Limited	Droitwich St Andrews Square Shopping Centre	Freehold land known as St Andrews Square Shopping Centre Droitwich WR9 8HE registered at the Land Registry with Title Absolute under title number HW137458
Kandahar (Droitwich) Nominee No 2 Limited		

Section 3
The Investments

MEMBER	COMPANY
Kandahar (Droitwich) Limited	Kandahar (Droitwich) Nominee No 1 Limited and Kandahar (Droitwich) Nominee No 2 Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04409783

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th JULY 2007 AND CREATED BY KANDAHAR (DROITWICH) NOMINEE NO 1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO 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 31st JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd AUGUST 2007

07/08



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES