



'Short particulars of all the property mortgaged or charged

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

Clause 2 of the Deed provides:

**2 Security**

Subject to the terms of the Bank Intercreditor Deed and the Commercial Mortgage/Fee Beneficiary Intercreditor Deed and any Permitted Security Interest as continuing security for the payment and discharge of the Liabilities the Chargor with full title guarantee:

2.1 charges to the Security Trustee by way of legal mortgage:

2.1.1 the Property; and

2.1.2 any other freehold or leasehold property now vested in the Chargor.

2.2 charges to the Security Trustee by way of fixed charge each of the following including all rights of enforcement of the same:

2.2.1 its interest in any freehold or leasehold property acquired after the date of this deed and

Particulars as to commission allowance or discount (note 3)

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

Signed

*Belen Egleon Puonier*

Date

*3 September 2004*

On behalf of mortgagee/chargee

†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 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.

CHFP131

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

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

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

Company Number

4429236

Name of Company

NCP EMPIRE NO 3 LIMITED ("Chargor")

Limited\*

\* delete if  
inappropriate

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

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

Please do not write  
in this binding  
margin

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

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

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

- abutting or near to the Property and used as part of or in connection with the Property;
- 2.2.2 to the extent that it is capable of being charged, its interest in Sale Agreements, the Occupational Leases, the Licence Agreement, the Licences, the Headlease (in the case of the Headlease save where caught in 2.1.1), and all agreements, in which the Chargor has an interest, in respect of the management and/or operation of the Charged Assets, including in each case all capital monies or other sums including VAT (if any) payable under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them;
- 2.2.3 to the extent that it is capable of being charged, all fixtures and fittings (in respect of the Charged Assets) and the Movable and the benefit of all guarantees, warranties and representations given or made in respect of any of them;
- 2.2.4 all easements and other rights at any time vested in, or conferred on, the Chargor in connection with or otherwise for the benefit of the Charged Assets;
- 2.2.5 the Investments.
- 2.3 assigns to the Security Trustee subject to the provisions of clause 19 (*Discharge and Release*) each of the following including all rights of enforcement of the same:
- 2.3.1 the Belfast Compensation Proceeds;
- 2.3.2 the Rents and Licence Fees;
- 2.3.3 the Debts;
- 2.3.4 the Sale Proceeds;
- 2.3.5 the CPO Proceeds;
- 2.3.6 its interest in the Share Proceeds;
- 2.3.7 its interest in the Sale Proceeds Account and the Income Account;
- 2.3.8 its interest in all monies standing to the credit of the Sales Proceeds Account and the Income Account;
- 2.3.9 the Insurances;
- 2.3.10 the benefit of the copyright and rights in the nature of copyright vested in the chargor from time to time in any plans, specifications and negatives (prepared for or in connection with the Property and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the Property or any plant, machinery or equipment forming part of it) and the implied licence of the Chargor in any such plans, specifications and negatives the copyright of which is not vested in the Chargor;
- 2.3.11 all Causes of Action;
- 2.3.12 the benefit of any Compensation Payment; and
- 2.3.13 the Chargor's interest in any VAT recoveries in respect of the Charged Assets.
- 2.5 Charges to the Security Trustee by way of floating charge all the assets, property and undertaking of the Chargor both present and future, including all its goodwill and uncalled capital for the time being.

**Notes:**

The Deed provides:

**5 Negative pledge**

- 5.1 The Chargor shall not, without the prior written consent of the Agent:

CHFP131

## Particulars of a mortgage or charge (continued)

Please do not write  
in this binding  
margin

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

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

Company Number

4429236

Name of Company

NCP EMPIRE NO 3 LIMITED ("Chargor")

Limited\*

\* delete if  
inappropriate

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

- 5.1.1 (save, for any Permitted Security Interest) create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Charged Assets nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended by this deed;
- 5.1.2 (save, for any Permitted Disposals, a Permitted Dealing and a Permitted Reorganisation) in relation to the Charged Assets:
  - 5.1.2.1 sell, convey, assign, release, dispose, realise, part with possession, share or transfer any of them or any interest in them;
  - 5.1.2.2 grant any easement, proprietary right or interest in relation to them nor enter into any proprietary covenant in relation to them;
- 5.1.3 take any step (including presentation of a petition, commencement of legal proceedings, convening of a meeting or effecting a resolution) in relation to its insolvency or any subsidiary's insolvency and will notify the Agent promptly on becoming aware that any other party proposes to do so; nor
- 5.1.4 otherwise deal with, or dispose of, or contract or purport to do so, in respect of all or any of the Charged Assets which are subject only to the floating charge created by the Finance Documents, nor suffer or permit any set-off or other third-party rights in respect of them to arise otherwise than at market value in the ordinary course of the Business.

## 7 Receivables and Accounts

- 7.1 As regards any Rents and Licence Fees and/or Debts specifically assigned or charged or intended to be specifically assigned or charged by this deed the Chargor shall:
  - 7.1.1 promptly and efficiently get in and realise such Rents and Licence Fees and/or Debts in the ordinary course of its business;
  - 7.1.2 (as the Agent may from time to time in its sole and absolute discretion require) pay the proceeds of getting in and realising the Rents and Licence Fees and/or Debts into the Income Account or any account or accounts as the Agent shall nominate from time to time;
  - 7.1.3 not without the prior written approval of the Agent release, exchange, compound, set-off or grant time or indulgence in respect of any such Rents and Licence Fees and/or Debts; and
  - 7.1.4 without prejudice to the generality of clause 4.1 above, not without the prior written approval of the Agent exchange, set-off, compound, factor, discount, sell or otherwise deal with or dispose of all or any such Rents and Licence Fees and/or Debts.

## 22 Tacking

This deed secures advances already made and to be made and the Security Trustee and the Chargor agree that the maximum amount for which the deed is security is the sum of £90,000,000.00.

### Notes:

This Deed contains the following definitions:

*Act*  
*Agent*

*Bank Intercreditor Deed*

the Law of Property Act 1925;  
The Royal Bank of Scotland plc together with its  
successors in title and assigns;  
as defined in the Facility Agreement;

CHFP131

## Particulars of a mortgage or charge (continued)

Please do not write  
in this binding  
margin

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

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

Company Number

4429236

Name of Company

\* delete if  
inappropriate

NCP EMPIRE NO 3 LIMITED ("Chargor")

Limited\*

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

<i>Belfast Compensation Proceeds</i>	all monies received in connection with the property known as Belfast Chichester Street by way of compensation including (without prejudice to the generality thereof, compensation arising from the vesting of such property in Northern Ireland by the Department for Social Development) endowment, gift, grant or otherwise;
<i>Borrower</i>	Primepanel Limited (company number 4422283) together with its successors in title and assigns;
<i>Business</i>	the business of being the legal and beneficial owner of the Property carried on by the Chargor;
<i>Causes of Action</i>	all causes of action and other rights and remedies which the Chargor has or may have in relation to the Business and/or the Charged Assets including those against its professional and other advisers and contractors;
<i>Charged Assets</i>	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 them; as defined in the Facility Agreement;
<i>Commercial Mortgage/Fee Beneficiary Intercreditor Deed Compensation Payment</i>	monies paid or payable in connection with the Business and/or the Charged Assets by way of compensation, endowment, gift, grant or otherwise;
<i>CPO Proceeds Debts</i>	as defined in the Facility Agreement; all book debts and other debts due to the Chargor now or in the future including any sum due to the Chargor as a result of any order of the court under sections 238, 239 and/or 244 and/or section 423 of the Insolvency Act 1986 and the Chargor's right to recover any VAT on any supplies made to it in each case relating to the Property (excluding in all cases the Excluded Debts);
<i>Declared Default</i>	means an Event of Default which has resulted in the Agent exercising any of its rights under clause 26 (Events of Default and Acceleration) of the Facility Agreement;
<i>Event of Default</i>	as defined in the Facility Agreement;
<i>Excluded Debts</i>	Any debt owed by any member of the Group to the Chargor;
<i>Facility Agreement</i>	a facility agreement dated on or about the date hereof and made between The Royal Bank of Scotland (as Agent) (1) the Parties listed in Schedule 1 (as Original Lenders) (2) The Royal Bank of Scotland plc (as Security Trustee) and (3) the Borrower (4) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it;
<i>Finance Documents</i>	as defined in the Facility Agreement;
<i>Finance Parties</i>	as defined in the Facility Agreement;
<i>Headlease</i>	as defined in the Facility Agreement;
<i>Hybrid Facility Agreement</i>	as defined in the Facility Agreement;
<i>Hybrid Documents</i>	as defined in the Facility Agreement;

CHFP131

## Particulars of a mortgage or charge (continued)

Please do not write  
in this binding  
margin

Continuation sheet No 4  
to Form No 395 and 410 (Scot)

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

Company Number

4429236

Name of Company

NCP EMPIRE NO 3 LIMITED ("Chargor")

Limited\*

\* delete if  
inappropriate

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

*Hybrid Hedging Arrangement*

any currency swap or interest rate swap, cap and/or collar, forward rate, fixed deposit and any other similar financial hedging arrangement whether or not made with the Borrower and/or any Obligors with the intention of hedging the liabilities under the Hybrid Facility Agreement and for the avoidance of doubt shall without limitation include any of the above entered into now or at any time in the future with The Royal Bank of Scotland plc and/or any entered by The Royal Bank of Scotland plc with any third party where such arrangement has been entered into with the intent of lending the Fixed Rate funds to the Borrower and/or any Obligors under the Hybrid Facility Agreement;

*Income Account  
Insurances*

as defined in the Facility Agreement;  
all insurances from time to time taken out in respect of the Charged Assets and all buildings, structures, plant, machinery and equipment included in or on the Property and all monies from time to time payable in respect of them (but not monies paid in respect of insurance other than in respect of the Charged Assets);

*Investments*

the existing or future interest of the Chargor in:  
(a) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity;  
(b) any unit in any unit trust or similar scheme;  
(c) any warrant or other right to acquire any such investment,

together with all related stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise and any related income, offer, right or benefit and, to the extent not otherwise charged by the Security Documents, any income, offer, right or benefit in respect of any such investment;

*Lenders  
Liabilities*

as defined in the Facility Agreement;  
(a) subject to paragraph (b) below all monies 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 the Obligors to the Finance Parties under the Finance Documents and the Hybrid 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 on any current or other account whatever including interest discount commission and other costs, charges and expenses or under this deed; and  
(b) if, after the Hybrid Refinancing has occurred, all liabilities (however described) under the Hybrid Documents are subsequently repaid, then the Liabilities shall not thereafter include any monies and liabilities due, owing or incurred to any Finance Party under the Finance Documents;

*Licence Agreement  
Licences*

as defined in the Facility Agreement;  
as defined in the Facility Agreement;

CHFP131

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 5  
to Form No 395 and 410 (Scot)

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

Company Number

4429236

Name of Company

\* delete if  
inappropriate

NCP EMPIRE NO 3 LIMITED ("Chargor")

Limited\*

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

<i>Movables</i>	(except to the extent that in law they constitute fixtures or the stock in trade of the Chargor) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, apparatus, computers, vehicles, tools, implements, utensils and all other chattels and items used or intended to be used in connection with the Charged Assets;
<i>Obligors</i>	as defined in the Facility Agreement;
<i>Occupational Leases</i>	as defined in the Facility Agreement;
<i>Permitted Dealing</i>	as defined in the Facility Agreement;
<i>Permitted Disposals</i>	as defined in the Facility Agreement;
<i>Permitted Security Interest</i>	as defined in the Facility Agreement;
<i>Property</i>	the property details of which are set out in schedule 1 (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it;
<i>Receiver</i>	any one or more receiver or manager, or receiver and manager, or administrative receiver appointed by the Security Trustee under this deed (whether sole, joint and/or several and including any substitute);
<i>Rents and Licence Fees</i>	as defined in the Facility Agreement;
<i>Sale Agreements</i>	as defined in the Facility Agreement;
<i>Sale Proceeds</i>	as defined in the Facility Agreement;
<i>Sale Proceeds Account</i>	as defined in the Facility Agreement;
<i>Security Documents</i>	as defined in the Facility Agreement;
<i>Security Interest</i>	any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, assignation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset;
<i>Security Trustee</i>	The party so identified above acting as trustee for the Finance Parties under the terms of the Facility Agreement;
<i>Share Proceeds</i>	as defined in the Facility Agreement; and
<i>VAT</i>	value added tax or any similar or substitute tax.

#### **SCHEDULE 1** **The Property**

- 74 All that freehold land being Cox Lane Car Park Ipswich registered at The Land Registry under title number SK90073
- 109 All that leasehold land being the Multi-Storey Vehicle Park, Broad Marsh Centre, Nottingham registered at The Land Registry under title number NT145165
- 20 Freehold land and buildings on the East side of Exeter Road and land at Exeter Road and land being Exeter Crescent Bournemouth registered at The Land Registry under title numbers DT77349, DT276666 and DT187482
- 163 All that freehold land being land and buildings on the north west side of Store Street, and the south east side of Ducie Street registered at The Land Registry under title number GM389618
- 168 Freehold land & buildings on the South east side of Ducie Street registered at The Land Registry under title number GM457593

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04429286

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd AUGUST 2004 AND CREATED BY NCP EMPIRE NO.3 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO 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 6th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th SEPTEMBER 2004.

*DX angels*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES