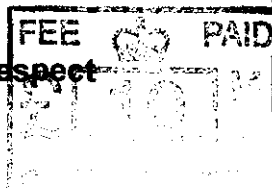


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COMPANIES FORM No. 395

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.



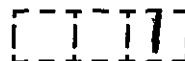
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04651074

Name of company

* ALLIEDINPUT LIMITED (THE "COMPANY")

Date of creation of the charge

5 MARCH 2003 (THE "CREATION DATE")

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

DEBENTURE (THE "DEBENTURE")

Amount secured by the mortgage or charge

All or any monies and liabilities which will for the time being (and whether on, or at any time after, demand) be due, owing or incurred in whatsoever manner by the Company to (1) any A Finance Party under the A Finance Documents or (2) any B Finance Party under the B Finance Documents, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the relevant Finance Party shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which any Finance Party may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the terms of the relevant Finance Document as well after as before any demand made or decree obtained under the Debenture (the "Secured Liabilities").

(See Continuation Sheet 1, page 2 for definitions.)

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ("BOS")
EXCEL HOUSE
30 SEMPLE STREET
EDINBURGH

Postcode EH3 8BF

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

STEPHENSON HARWOOD
ONE, ST PAUL'S CHURCHYARD
LONDON
EC4M 8SH

A1380/2876719/41-25479

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

THE COMPANY CHARGES TO BOS AS CONTINUING SECURITY AND WITH FULL TITLE GUARANTEE FOR THE PAYMENT OR DISCHARGE OF THE SECURED LIABILITIES (AS DEFINED ABOVE):, 1.) By way of legal mortgage, all the Company's interest in the freehold and leasehold property now vested in the Company whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property and, in each case, owned by the Company., , 2) By way of fixed charge all the Company's interest in future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property and, in each case, owned by the Company; , , 3.) By way of fixed charge, all the Company's present and future interests in or over land or the proceeds of sale of it and all the Company's present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are owned by the Company and are at any time on the property charged under the Debenture., , (SEE CONTINUATION SHEET NO 1 AT PAGE 4),

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 (note 3)

NOT APPLICABLE

Signed Stephen Harwood

Date 12 March 2003

On behalf of ~~XXXXXX~~ [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

CHFP025

**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

04651074

Name of Company

ALLIEDINPUT LIMITED (THE "COMPANY")

~~XXXX~~

* delete if
inappropriate

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

DEFINITIONS

"A Agent" means the Agent as defined in the A Loan Agreement;

"A Finance Documents" means the Finance Documents as defined in the A Loan Agreement;

"A Finance Party" means a Finance Party as defined in the A Loan Agreement;

"A Lenders" means the Lenders as defined in the A Loan Agreement;

"A Loan Agreement" means the senior A term loan and committed overdraft agreement dated on or about the date of this debenture made between, among others, (1) the Borrower, (2) the Original A Lenders, (3) the A Agent and (4) the Security Trustee;

"B Agent" means the Agent as defined in the B Loan Agreement;

"B Finance Documents" means the Finance Documents as defined in the B Loan Agreement;

"B Finance Party" means a Finance Party as defined in the B Loan Agreement;

"B Lenders" means the Lenders as defined in the B Loan Agreement;

"B Loan Agreement" means the senior B term loan agreement dated on or about the date of this debenture between (1) the Borrower, (2) the Original B Lenders, (3) the B Agent and (4) the Security Trustee;

"Borrower" means Agora Shopping Centres Limited with company number 04582001 and whose registered office is at Nations House, 103 Wigmore Street, London W1U 1AE;

"Finance Documents" means the A Finance Documents and the B Finance Documents;

"Finance Parties" means the A Finance Parties and the B Finance Parties;

"Original A Lenders" means BOS in the capacity of original lender under the A Loan Agreement;

"Original B Lenders" means BOS in the capacity of original lender under the B Loan Agreement.

• Please do not
write in this
binding margin

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

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

4.) By way of fixed charge, all the Company's goodwill and uncalled capital for the time being.

5) By way of fixed charge all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the Company's benefit and the benefit of all rights and claims to which the Company is now or may in the future be entitled under any contracts.

6.) By way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which the Company may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world.

7.) By way of fixed charge all the Company's present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all the Company's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (save as charged under paragraph 5 above).

8.) By way of fixed charge all choses in action, contracts, agreements, appointments, warranties, guarantees and other documents now and in the future belonging to the Company except as charged under paragraphs 3 and 6 above;

9.) By way of fixed charge all present and future plant and machinery not otherwise charged under paragraphs 1-10 and all the Company's other present and future chattels (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress).

10.) By way of fixed charge all the Company's present and future bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest).

11.) By way of floating charge all the Assets not effectively otherwise charged by paragraphs 1-10 above and paragraph 12 below including any of the Company's immovable property in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraphs 1-10 above, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking pari passu with the floating charge created by clause 4.1.3 of the Debenture (otherwise than in favour of BOS or as permitted under the terms of the Finance Documents) and the Company will have no power without the consent of BOS to part with or dispose of any part of those Assets except by way of sale in the ordinary course of the Company's business.

12.) The Company, without limiting the generality of paragraph 11 above, assigns by way of security to BOS all the Company's rights, title and interest under all contracts, agreements, appointments, warranties, guarantees and other documents to which the Company is a party or which are in favour of the Company relating to any development, management or use of any freehold or leasehold property and all rights and claims under or associated with the same, subject to reassignment on redemption.

(See Continuation Sheet 2, page 4.)

CHFP025

**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

04651074

Name of Company

ALLIEDINPUT LIMITED (THE "COMPANY")

~~XXXX~~

* 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 in this
binding margin

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

Please do not
write in this
binding margin

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

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

Note: The Debenture contains covenants by the Company with BOS;

(A) following an Event of Default which is continuing, allowing BOS, by notice to the Company, immediately to convert the floating charge referred to in paragraph 11 above into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BOS, automatically be converted with immediate effect into a fixed charge:

i) (except as permitted under the terms of the Finance Documents) in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition;

ii) in respect of all the Assets charged under paragraph 11 above, if and when the Company ceases to carry on business; and

iii) in respect of all Assets on the presentation of a petition for an order for the compulsory winding-up of the Company or on the passing of a resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or a receiver or manager or administrative receiver is appointed over or in respect of any Assets;

so that this provision shall not apply to any assets in Scotland.

(B) That the Company will not without the prior written consent of BOS (except as permitted under the terms of the Finance Documents):

i) create or attempt to create or permit to subsist any Security on any Asset charged under the debenture; or

ii) dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Asset; or

iii) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset,

(C) That the Company will pay into its account with BOS (or as BOS may direct) all monies which the Company receives in respect of any policies of insurance or assurance (other than in respect of third party liability or business interruption insurance), fees, royalties, income or book or other debts or any other of the rights and claims charged to BOS under paragraphs 1-9 above and until such payment hold all monies so received upon trust for BOS and will not without prior written consent of BOS charge, factor, discount, or assign any of those policies, fees, royalties, income, debts, rights or claims in favour of any other person or purport to do so.

DEFINITIONS

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

"Security" means a mortgage, charge, standard security (in Scotland), pledge, lien, assignment, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04651074

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th MARCH 2003 AND CREATED BY ALLIEDINPUT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY A FINANCE PARTY OR ANY B FINANCE PARTY 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 13th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th MARCH 2003.

P. 6



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —