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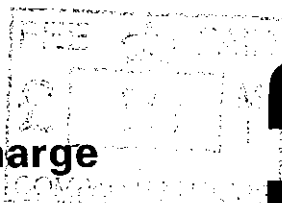
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in black type or  
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lettering

\* Insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



# 395

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

010915/120

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

For official use Company number



4750376

Name of company

\* OLDVINE LIMITED (the "Chargor")

Date of creation of the charge

4 March 2004

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

FLOATING CHARGE (the "Charge")

Amount secured by the mortgage or charge

The Secured Liabilities

See Paper Apart 1 for definitions

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

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  
for itself and as security trustee and agent for  
the Finance Parties (the "Security Trustee")

Postcode EH1 1YZ

Presenter's name, address and  
reference (if any):

Dundas & Wilson CS  
20 Castle Terrace  
Edinburgh EH1 2EN

Time critical reference

For official use  
Mortgage section

Post room



A06  
COMPANIES HOUSE

\*AQWHUTJD\*

0376  
19/03/04

**Short particulars of all the property mortgaged or charged**

See Paper Apart 2

Please do not write in this margin

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

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed *[Signature]*

Date *18 July 2006*

On behalf of ~~[company]~~ [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 Orders are to be made payable to Companies House.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

**This is Paper Apart 1 applicable to the foregoing Form 395 relative to a Floating Charge by Oldvine Limited (Registered Number 4750376) in favour of The Governor and Company of the Bank of Scotland dated 4 March 2004**

**Additional Borrower** means a company which becomes an Additional Borrower in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement;

**Additional Guarantor** means a company which becomes an Additional Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement;

**Agent** 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 agent of the Lenders;

**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 Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement;

**Chargors** means the Chargor and each of the entities listed in Schedule 1 of the Charge (together with the Borrower, each being a "Chargor" and together the "Chargors");

**Debenture** means the debenture to be granted by each Obligor in favour of the Security Trustee in the Required Form;

**Event of Default** means any event or circumstance specified as such in Clause 23 (*Events of Default*) of the Facility Agreement;

**Facility A Finance Parties** means the Finance Parties as defined in the A Facility;

**Facility Agreements** means:

- (i) the Facility Agreement dated 25 June 2003 between the Original Borrower, the Original Guarantors, The Governor and Company of the Bank of Scotland as Arranger and Security Trustee and the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders, relating to the provision of a term loan facility up to £235,000,000 as amended by (i) a supplemental agreement dated 12 December 2003, (ii) a supplemental agreement dated on or

around the date hereof and as amended, supplemented, varied and restated from time to time (the "**A Facility**");

- (ii) the Facility Agreement dated 25 June 2003 between the Original Borrower, the Original Guarantors, The Governor and Company of the Bank of Scotland as Agent, Arranger and Security Trustee and the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders, relating to the provision of a term loan facility up to £37,102,000 as amended by (i) a supplemental agreement dated 12 December 2003, (ii) a supplemental agreement dated on or around the date hereof and as amended, supplemented, varied and restated from time to time (the "**B Facility**"); and
- (iii) the Facility Agreement dated 25 June 2003 between the Original Borrower, the Original Guarantors and The Governor and Company of the Bank of Scotland as Lender relating to the provision of a revolving credit facility of up to £3,000,000 as amended by a (i) supplemental agreement dated 7 November 2003 and (ii) a second supplemental agreement dated 12 December 2003 and as amended, supplemented, varied and restated from time to time (the "**C Facility**").

and "**Facility Agreement**" means any one of them;

**Facility B Finance Parties** means the Finance Parties as defined in the B Facility;

**Facility C Lender** means The Governor and Company of the Bank of Scotland;

**Finance Documents** means the Finance Documents, as defined in each of the A Facility, the B Facility and the C Facility, the Original Loan Stock Deed and the Loan Stock Deed;

**Finance Parties** means the Facility A Finance Parties, the Facility B Finance Parties, the Facility C Lender, the Loan Stock Holders and the Hedging Guarantor and **Finance Party** means any of them;

**Guarantor** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement;

**Hedging Guarantor** means The Governor and Company of the Bank of Scotland as guarantor under a guarantee to be entered into pursuant to a Schedule to an ISDA Master Agreement between the Original Borrower and the HBOS Treasury Services PLC;

**Intercreditor Deed** means the intercreditor deed dated on or around the date of the Facility Agreement between the Obligors, The Governor and Company of the Bank of Scotland as agent under each of Facility A, Facility B, as Security Trustee and as Lender under Facility C, and by each Loan Stock Holder;

**Lender** means a Lender, as defined in the A Facility, a Lender as defined in the B Facility and a Lender as defined in the C Facility and "**Lenders**" means all of such Lenders;

**Loan Stock Deed** means the loan stock deed in respect of £20,250,000 Floating Rate secured Loan Notes 2008 to be executed by the Parent;

**Loan Stock Holders** means each of The Governor and Company of the Bank of Scotland, Aldersgate Investments Limited and West Coast Capital (Shopping Centres) Limited and their transferees in terms of the Loan Stock Deed;

**Obligor** means a Borrower or a Guarantor;

**Original Borrower** means Oldvine Limited (formerly known as Dunwilco (1055) Limited) a company incorporated under the laws of England and Wales (Registered Number 4750376);

**Original Guarantors** means the Companies listed in Part I of Schedule 1 of the Facility Agreement as original guarantors;

**Original Lenders** means the financial institutions listed in Part II of Schedule 1 of the Facility Agreement as lenders;

**Original Loan Stock Deed** means the loan stock deed in respect of £20,250,000 Floating Rate Secured Loan Notes 2008 executed by the Original Borrower and dated 25 June 2003;

**Parent** means Continental Shelf 291 Limited (Registered Number 4978146);

**Receiver** means any one or more qualified persons appointed by the Security Trustee under Clause 18 (Receiver) of the Charge to be a receiver, administrative receiver or receiver and manager of all or any part of the Security Assets: "**qualified person**" means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any Chargor with respect to which he is appointed or (as the case may require) an administrative receiver of any such Chargor;

**Required Form** means, in relation to any document, as required in respect of both form and substance thereof by the Agent;

**Secured Liabilities** means, in respect of the Chargors, all of their present and future obligations and liabilities to the Security Trustee and each of the Finance Parties under the Charge, each of the Facility Agreements and each other Finance Document, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify (to the extent expressly contained in a Finance Document) the Security Trustee and each of the other Finance Parties;

**Security** means a mortgage, charge, encumbrance, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**Security Assets** means all assets, rights and property of each Chargor the subject of any security created by the Charge;

**Security Documents** means (i) the Debentures; (ii) the Intercreditor Deed; (iii) the US Security; (iv) the Standard Security; and (v) any other security documents designated as such by the Agent and the Original Borrower;

**Security Trustee** 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 for itself and as security trustee for the Finance Parties;

**Standard Security** means the Standard Security in the Required Form to be granted in respect of the Rivergate Centre, Irvine;

**US Security** means the granting of a Security interest as set forth in a US security agreement to be entered into by Unicycle L.P. in favour of the Security Trustee.

Unless otherwise already defined, terms and expressions defined in the A Facility shall have the same meaning in the Charge and the provisions of Clauses 1.2 (Construction) and 1.3 (Contracts (Rights of Third Parties) Act 1999) of the A Facility shall apply *mutatis mutandis* to the Charge.

The expressions **the Security Trustee** and **the Finance Parties** shall include the successors, assignees and transferees of the Security Trustee and the Finance Parties; and, in the case of the Security Trustee shall include any person for the time being the Security Trustee.

In the Charge, the singular includes the plural and vice versa.

If there is a conflict between the terms of the Charge and the terms of a Facility Agreement, the Facility Agreement shall prevail.

The Charge is a Security Document and a Finance Document as defined in each Facility Agreement.

**This is Paper Apart 2 applicable to the foregoing Form 395 relative to a Floating Charge by Oldvine Limited(Registration Number 4750376) in favour of The Governor and Company of the Bank of Scotland dated 4 March 2004**

- (1) Each Chargor, as security for the payment of their Secured Liabilities, charges in favour of the Security Trustee by way of a first floating charge 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 Chargor.
- (2) No Chargor shall otherwise than as provided in the Facility Agreements:
  - (a) create or permit to subsist any Security over all or any part of the Security Assets;
  - (b) part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets.
- (3) The Security Trustee may by notice to the Chargor convert the floating charge hereby created into a specific fixed charge over any assets specified in the notice if (i) an Event of Default has occurred that is continuing or (ii) any assets specified in the notice are, in the opinion of the Security Trustee (acting reasonably), in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise in jeopardy; and the Security Trustee may at any time thereafter appoint a Receiver thereof.
- (4) The floating charge hereby created by each Chargor shall (other than in respect of any of the Security Assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of any automatic conversion) in addition to the circumstances in which the same will occur under general law automatically be converted into a fixed charge if:
  - (a) a meeting of any Chargor is convened for the purpose of considering any resolution for (or to petition for) its winding-up or for its administration or any such resolution is passed; or
  - (b) any person presents a petition for the administration or winding-up or bankruptcy of any Chargor and, in the case of a winding-up petition, the petition is not discharged or stayed within 14 days.



- (5) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as amended by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Charge.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04750376

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 4th MARCH 2004 AND CREATED BY OLDVINE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY TRUSTEE AND AGENT FOR THE FINANCE PARTIES AND EACH OF 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 19th MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MARCH 2004.

*R.*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —