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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

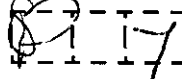
Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

031797/13



1144849

Name of company

* Jones Lang LaSalle Corporate Finance Limited (the "Chargor")

Date of creation of the charge

20 December 2005

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

Mortgage of Shares dated 20 December 2005 between the Chargor and the Agent
(as defined below) (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other capacity
whatsoever) of the Chargor and each Obligor (as defined below) to any
Finance Party (as defined below) under each Finance Document (as defined
below), except for any obligation which, if it were so included, would
result in the Deed contravening section 151 of the Companies Act 1985 (the
"Secured Liabilities").

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

Hypo Real Estate Bank International of 21st Floor, 30 St Mary Axe, London (as agent and
trustee for the Finance Parties) (the "Agent").

Postcode EC3A 8BF

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

Olswang
90 High Holborn
London
WC1V 6XX

For official Use (02/00)

Mortgage Section

Post room



LD2
COMPANIES HOUSE

480
03/01/2006

Time critical reference

EZS/AZD/7122.2/2211986.1

Short particulars of all the property mortgaged or charged

See Continuation Sheet

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Olswang

Date

3.1.2006



On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

CONTINUATION SHEET

Capitalised terms used in this Continuation Sheet shall (unless otherwise defined in this Form 395) have the meanings given to them in the Definitions section.

SCHEDULE 1

Particulars of all the property mortgaged or charged

1. CREATION OF SECURITY

1.1 General

1.1.1 All the security created under the Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and is created over present and future assets of the Chargor.

1.1.2 The Agent holds the benefit of the Deed on trust for the Finance Parties.

1.2 Security Assets

The Chargor charges in favour of the Agent and as security for the payment and satisfaction of all the Secured Liabilities:

1.2.1 by way of a first legal mortgage all the Shares owned by it or held by any nominee on its behalf; and

1.2.2 by way of a first fixed charge all Related Rights.

495

2. RESTRICTIONS ON DEALINGS

2.1 Security

The Chargor shall not create or permit to subsist any Security on any Security Asset.

2.2 Disposals

The Chargor shall not sell, transfer or otherwise dispose of any Security Asset.

3. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Deed and which such Chargor has not

taken. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

4. MISCELLANEOUS

4.1 Covenant to pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents provided that the Chargor shall not be required to pay to the Agent under this clause any monies other than from the proceeds of the realisation of the Security Assets.

4.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

SCHEDULE 2

DEFINITIONS

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| "Arranger" | Hypo Real Estate Bank International; |
| "Borrower" | Abacus Park Property General Partner Limited (registered in England and Wales with registration number 05503471) as general partner of the limited partnership carrying on business under the name Abacus Park Property Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP010887); |
| "Counterparty" | Hypo Real Estate Bank International; |
| "Debenture" | a debenture over the assets of the Obligors in form and substance satisfactory to the Agent; |
| "Facility Agreement" | the £28,800,000 facility agreement dated 19 December 2005 between (among others) the Obligors and the Agent; |
| "Fee Letter" | any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in Clause 11 (Fees) of the Facility Agreement; |
| "Finance Document" | the Facility Agreement, a Security Document, the Subordination Agreement, any Fee Letter, a Transfer Certificate, the Hedging Arrangements and any other document designated as such by the Agent and the Borrower; |
| "Finance Party" | the Agent, the Arranger, the Counterparty or a Lender; |
| "General Partner" | Abacus Park Property General Partner Limited (registered in England and Wales with registration number 05503471); |
| "Hedging Arrangement" | any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Facility Agreement; |
| "Jersey Unit Trust" | a unit trust scheme pursuant to Article 7(3) of the Trusts (Jersey) Law, 1984 (as amended) known as Abacus Park Property Unit Trust; |
| "Lender" | (a) any Original Lender; and (b) any bank, financial institution, trust, fund or other entity |

| | |
|---------------------------|---|
| | which has become a Party in accordance with Clause 26 (Changes to the Lenders) of the Facility Agreement, |
| | which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement; |
| "Nominee" | Abacus Park Nominee Limited (registered in England and Wales with registration number 05503350); |
| "Obligor" | the Borrower, the General Partner or the Nominee; |
| "Original Lender" | Hypo Real Estate Bank International; |
| "Party" | a party to the Facility Agreement; |
| "Receiver" | a receiver and manager or a receiver, in each case, appointed under the Deed; |
| "Related Rights" | means any dividend or interest paid or payable in relation to any Shares and any right, money or other property in relation to any of these pursuant to a redemption, substitution, exchange, bonus or preference under option rights or otherwise. |
| "Security Assets" | all the assets of the Chargor which are the subject of any Security created or constituted by the Deed; and |
| "Security Documents" | (a) the Deed; (b) the Debenture; or (c) any other document designated as such by the Agent and the Borrower; |
| "Security" | a mortgage, charge, assignment, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; |
| "Shares" | means all of the shares in the share capital of the General Partner; |
| "Subordinated Creditor" | the Jersey Unit Trust; |
| "Subordination Agreement" | a subordination agreement, entered or to be entered into by the Subordinated Creditor in favour of the Agent in form and substance satisfactory to the Agent; |

"Transfer Certificate"

a certificate substantially in the form set out in Schedule 5 (Form of Transfer Certificate) of the Facility Agreement or any other form agreed between the Agent and the Borrower;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01144849

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 20th DECEMBER 2005 AND CREATED BY JONES LANG LASALLE CORPORATE FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OBLIGOR TO ANY FINANCE PARTY 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 3rd JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JANUARY 2006.

per



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES