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COMPANIES FORM No. 395

Particulars of a mortgage or charge

07 9056/260

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

[] [] [] [] [] [] [] []

3759305

Name of company

* V.V. REAL PROPERTY NOMINEES LIMITED (THE "NOMINEE")

Date of creation of the charge

26 SEPTEMBER 2005

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

A legal mortgage granted by the Mortgagor to the Bank (the "Legal Mortgage")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities on the part of the Borrower and/or the Mortgagor to the Bank to be paid, performed or discharged, whether at the date of the Legal Mortgage or at any time thereafter and on any account whatsoever and howsoever arising and whether actual or contingent, whether alone or jointly and in whatever name, firm or style and whether as principal or surety together with all Expenses and any interest charged, or other amounts due, under the terms of any of the Finance Documents (the "Secured Obligations").

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

LANDESBANK HESSEN-THURINGEN GIROZENTRALE of Main Tower, Neue Mainzer Strasse
52 - 58, 60311 Frankfurt Am Main, Federal Republic of Germany (the "Bank")

Postcode

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

Travers Smith
10 Snow Hill
London
EC1A 2AL

5546603/RJM/MT1

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. The Charge

1.1 By the Legal Mortgage, the Mortgagor with full title guarantee (in each case to the extent of their respective interests, rights and entitlements in and to each of the Charged Assets) and as a continuing security for the payment and/or discharge of the Secured Obligations:-

1.1.1 charged to the Bank by way of legal mortgage or, in the case of the General Partner, by way of equitable mortgage, all the Property;

1.1.2 assigned and agreed to assign by way of security to the Bank all rental and other income from the Property; and

1.1.3 charged and agreed to charge to the Bank by way of specific charge all deeds and documents from time to time relating to the Property, the benefit of any covenants for title given or entered into by any predecessor in title of the Mortgagor to the Property, all proceeds of a capital nature in relation to the disposal of the Property, the benefit of any contract for the sale, letting or other disposal of the Property, any rights against lessees, other occupiers or other relevant third parties, and/or their guarantors and/or sureties and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to the Property and all the rights, title and interest of the Mortgagor in and to the Policies and the compensation moneys referred to in the Legal Mortgage.

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)

Signed

Travis Little

Date

12/10/05

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

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

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

† delete as appropriate

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

3759305

Name of Company

V.V. REAL PROPERTY NOMINEES LIMITED (THE "NOMINEE")

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 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*

2. Negative Pledge

By the Legal Mortgage, the Mortgagor agreed that it will not during the continuance of this Security, save as permitted under the Finance Documents:-

2.1 Encumbrances : create or permit to subsist any encumbrance on or over the Charged Assets or any interest therein ranking in priority to, *pari passu* with or subsequent to, the Security;

2.2 Disposals : sell, transfer, assign, lease out, lend or otherwise dispose of (whether outright, by a sale and repurchase, by a sale and leaseback) or grant any rights (whether of pre-emption or otherwise) in respect of the Charged Assets or any interest therein, nor enter into any agreement to do any of the same other than where such agreement is conditional upon the consent of the Bank being obtained (which consent shall not be unreasonably withheld or delayed by the Bank).

3. Definitions

Throughout this Form 395, the following definitions shall apply:-

Borrower: V.V. Real Property LP of 4 Broadgate, London EC2M 2DA;

Charged Assets: all property or properties and/or other assets, and, where the context so admits, each of them and any part thereof, and the proceeds of the disposal of the same, and all rights, title and interest in and to the same, in each case as may be the subject to the Security;

Expenses: all banking, legal and other costs, charges, expenses and/or liabilities (including any VAT thereon) paid or, if earlier, incurred by or on behalf of the Bank or any Receiver in each case on a full indemnity basis in relation to any of the Charged Assets or in protecting, preserving, improving, considering the enforcement or exercise of or enforcing or exercising or attempting to enforce or exercise, any rights arising under or pursuant to any of the Finance Documents and/or in procuring the payment, performance or discharge of any of the Secured Obligations and including, without limitation, the principal amount of any borrowings, together with interest thereon, and all other expenses and/or liabilities of the Bank or any Receiver incurred from time to time in relation to the exercise of any right or power on the part of the Bank or any Receiver referred to in the Finance Documents.

Finance Documents: the Legal Mortgage, together with all other documents to which the Bank (in such capacity) is a party from time to time entered into by the Borrower and/or the Mortgagor in connection with or pursuant to the financial arrangements relating to the acquisition of the Property by the Borrower and any document which evidences, regulates or otherwise sets out the terms and conditions relating to the Secured Obligations or comprises security therefore and all documents from time to time entered into by the Mortgagor in connection with or pursuant to the terms of the Legal Mortgage and any other such document.

General Partner: V.V. Real Property GP Limited, a company incorporated in England and Wales with registered number 03710624, whose registered office is at 4 Broadgate, London EC2M 2DA.

Mortgagor: the General Partner and the Nominee;

Policies: any policy of insurance relating to the Property in which the Mortgagor may now or hereafter have an interest and any proceeds deriving therefrom.

Property: all that freehold property being Solstice House, Midsummer Boulevard, Milton Keynes as the same is registered at the Land Registry under title number BM157869 including, as the context admits, the whole or any part thereof and all buildings and other structures from time to time erected thereon and all fixtures (other than trade or tenants' fixtures) from time to time thereon or therein and all the Mortgagor's fixed plant, machinery and equipment from time to time in, or under but not part of the same.

Receiver: a receiver and/or manager (including, as the context admits, an administrative receiver) appointed under the Legal Mortgage.

Security: the security from time to time created by or pursuant to the terms of the Legal Mortgage.

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03759305

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 26th SEPTEMBER 2005 AND CREATED BY V.V REAL PROPERTY NOMINEES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER AND/OR THE MORTGAGOR TO LANDESBANK HESSEN-THURINGEN GIROZENTRALE 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 13th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th OCTOBER 2005.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —