

# M

COMPANIES FORM No. 395

465563/18

## 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

Name of company

\* The Junction (General Partner) Limited (the "General Partner") acting as the general partner of the Obligor (as defined below)

Date of creation of the charge

1 December 2006

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

Security Agreement between (1) the Obligor acting by the General Partner and (2) the Secured Party (as defined below) (the "Agreement")

Amount secured by the mortgage or charge

(1) All present and future obligations and liabilities (whether actual or contingent, primary or otherwise, and whether owed jointly or severally or in any other capacity whatsoever) whether of payment or performance owed by the Obligor pursuant to or in connection with the guarantee and indemnity set out in the Agreement together with such further obligations and liabilities as shall thereafter be entered into by the Obligor in favour of the Secured Party and as shall be agreed between the Obligor and the Secured Party to constitute part of the Obligation; and

(2) The obligation of the Obligor arising under the Agreement to pay on a full indemnity basis (a) all sums (including interest) referred to in the Agreement and (b) all other sums whether by way of costs, charges, expenses, losses, interest or otherwise howsoever due under or in connection with the Agreement,

(together, the "Obligation").

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

The Royal Bank of Scotland, 135 Bishopsgate, London as agent for the Banks and as a security trustee for the Finance Parties (as defined below) (the "Secured Party").

Postcode EC2M 3UR

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

SJ Berwin LLP  
10 Queen Street Place  
London  
EC4R 1BE

R757.290/CP2:827869.1/EAFH

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

MONDAY



A14

\*AWQHJLGX\*  
18/12/2006  
COMPANIES HOUSE

46

See addendum 4/4

Please do not  
write in  
this margin

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

✓  
-w

Particulars as to commission allowance or discount (note 3)

N/A

Signed S J Bewin LLP

Date 15<sup>th</sup> December 2006

On behalf of ~~XXXXXXXX~~ [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

Name of company

\*insert full name  
of Company\* The Junction (General Partner) Limited (the "General Partner") acting as the general partner of the  
Obligor (as defined below)

## Addendum 1/4

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

## Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

**Security Interests**

- (1) The Obligor vests possession of the certificates of title to the Collateral (as defined below) in the Secured Party (or its agent) to the intent that the Secured Party shall have a security interest or interests in the Collateral in accordance with Article 2 (3) of the 1983 Law but so that the Secured Party shall not in any circumstances incur any liability or be under any obligation whatsoever in connection with the Collateral.
- (2) Possession by the Secured Party (or its agent) of the certificates of title to the Collateral shall be deemed to be pursuant to the Agreement whether such possession were vested before or after the execution of the Agreement.

**Further Assurance**

- (1) The Obligor agrees that, at any time and from time to time upon the written request of the Secured Party, it will forthwith do any and all such acts and things and execute and deliver any and all such documents as the Secured Party may deem desirable for perfecting, maintaining or enforcing its security interest or interests in the Collateral (whether in accordance with paragraph (3) of Article 2 of the 1983 Law or in accordance with other paragraphs of Article 2 of the 1983 Law as the Secured Party (or its agent) may deem appropriate), for vesting the Collateral in the Secured Party (or its agent) for selling the Collateral and vesting the same in any purchaser or in any respect whatsoever for obtaining the full benefit of the Agreement and of the rights, powers and discretions granted under the Agreement.
- (2) The Obligor agrees to indemnify and keep indemnified the Secured Party and the persons deriving rights under the Secured Party (including substitute attorneys) against all losses, liabilities, costs (including, without limitation, legal fees), claims, actions, demands and expenses which may be incurred by the

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Secured Party or the persons deriving rights under the Secured Party (including substitute attorneys) or which may be made or brought against the Secured Party or the persons deriving rights under the Secured Party (including substitute attorneys) as a result of or in connection with anything done by the Secured Party or persons deriving rights under the Secured Party (including substitute attorneys) under or pursuant to the power of attorney granted under the Agreement other than where any such losses, liabilities, costs (including, without limitation, legal fees), claims, actions, demands or expenses arise as a result of the fraud, wilful misconduct or gross negligence of the Secured Party or the persons deriving rights under the Secured Party (including substitute attorneys).

- (3) Without prejudice to paragraphs (1) and (2) above, the Obligor agrees that, upon the written request of the Secured Party, it will forthwith execute such further security agreement or agreements (in form and substance satisfactory to the Secured Party) as the Secured Party may require in respect of the Collateral.

### Covenants

The Obligor agrees and covenants throughout the continuance of the Agreement:

- (1) not to assign or otherwise create any security interest, charge, lien, right of set off or other encumbrance affecting the Collateral without the prior written consent of the Secured Party;
- (2) not to sell, transfer or otherwise dispose of the benefit of the Obligor's interest in the Collateral or to agree to do the same without the prior written consent of the Secured Party;
- (3) not to take any action which might (and not to omit to take any action where any such omission to act might) impair the interest of the Secured Party or the Obligor or any or both of them in the Collateral;
- (4) not to do or cause or permit to be done anything which in the Secured Party's opinion may in any way adversely affect any security interest or interests created pursuant to the Agreement or prejudice the value of the security hereby created and, without limitation, not without the Secured Party's prior written consent to take or permit the taking of any action whereby the rights attaching to the Collateral are altered or diluted, whether by the issue of further units in the Unit Trust (as defined below) or otherwise howsoever.

### DEFINITIONS

"1983 Law"	means the Security Interest (Jersey) 1983 Law.
"Banks"	means the banks and financial institutions identified by the Secured Party from time to time.
"Collateral"	means all of the Obligor's right title and interest in and to the Units (including without limitation (i) any securities substituted for the Units or added thereto from time to time and (ii) all interest and other income paid or payable after the date of the Agreement on the Units or such other securities and (iii) all units, securities, stocks, shares (and the dividends interest and other income thereon) rights moneys or other property accruing or offered at any time by way of redemption bonus preference option consolidation sub-division or otherwise to or in respect of the Units or such other securities).
"Facilities Agreement"	shall mean the syndicated property finance credit facility (£618,895,000) agreement,

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as amended and restated on 4 April 2006 into a syndicated property finance credit loan (£720,000,000) agreement and further supplemented amended and restated on 30 November 2006 made between, inter alia, The Junction Limited Partnership acting by its general partner The Junction (General Partner) Limited, the Banks and the Secured Party (and its successors, assigns and transferees from time to time) as amended, varied, supplemented and restated from time to time.

"Finance Documents"	means the Facilities Agreement, the security documents and any other documents so designated by and entered into between the Obligor and the Secured Party.
"Finance Parties"	means the Secured Party and the finance parties identified by the Secured Party from time to time and "Finance Party" means any one of them.
"Obligor"	means The Junction Limited Partnership a limited partnership registered in England and Wales with registered number LP 7884.
"Units"	means 131,078,275 units in the Unit Trust which units are issued to and registered in the name of the Obligor.
"Unit Trust"	means The Junction Thurrock Unit Trust constituted by a trust instrument dated 1 December 2006 made by Maurant & Co. Trustees Limited.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04278233

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 1st DECEMBER 2006 AND CREATED BY THE JUNCTION (GENERAL PARTNER) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGOR TO THE ROYAL BANK OF SCOTLAND PLC AS AGENT FOR THE BANKS AND AS A SECURITY TRUSTEE FOR THE FINANCE PARTIES (THE SECURED 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 18th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st DECEMBER 2006.

*[Handwritten signature]*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —