

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

**CHFP025**

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write in  
this margin

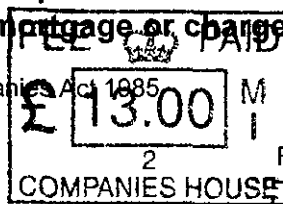
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

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

602043-169

04825182

Name of company

\* LXB Properties (Thetford) Limited (the Company)

Date of creation of the charge

29 June 2005

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

Guarantee and Debenture (the **Guarantee and Debenture**) dated 29 June 2005  
made between the Company and The Royal Bank of Scotland plc as trustee for  
the Finance Parties (defined below) (the **Security Trustee**).

Amount secured by the mortgage or charge

The liabilities of the Charging Group Entities (defined below) to the  
Finance Parties under or pursuant to the Finance Documents (defined below)  
(the **Secured Liabilities**) except for any liabilities which, if secured by  
the Guarantee and Debenture, would result in a contravention by the  
Company of section 151 of the Companies Act 1985.

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

The Royal Bank of Scotland plc, 8th Floor, 280 Bishopsgate, London

Please return  
via

CH London Counter

Postcode EC2M 4RB

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

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

LAF/70102.00145/7130646

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Under the terms of the Guarantee and Debenture, the Company charged:

- (a) By way of legal mortgage its interest in the Land (defined below) referred to in the Schedule below; and
- (b) By way of fixed charge any right, title or interest which it had at the time of the Guarantee and Debenture or may subsequently acquire to or in any other Land but excluding the Scottish Property (defined below).
- (c) The Company mortgaged or (if or to the extent that the Guarantee and Debenture did not take effect as a mortgage) charged by way of fixed charge all Investments (defined below), including those held for it by any nominee.
- (d) The Company charged by way of fixed charge all Plant and Machinery (defined below) in so far as it is not charged by way of legal mortgage under Clause 4.1 of the Guarantee and Debenture.

(Continued on continuation sheet)

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed Denton Wilson Sayre

Date 04/09/07

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

# COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 1

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

(e) The Company charged by way of fixed charge:

(a) all Book Debts (defined below); and

(b) all benefits, rights and Security (defined below) held in respect of, or to secure the payment of, the Book Debts.

(f)(i) The Company charged by way of fixed charge all amounts standing to the credit of any account (including without limitation any Account (defined below)) in its name or to which it is beneficially entitled.

(ii) Regardless of the terms on which moneys are credited to any account in the name of the Company held with any Finance Party, no amount standing to the credit of that account will be or accrue due or payable to the Company until:

(a) the Secured Liabilities have been paid and discharged in full; and

(b) no Finance Party is under any obligation to make banking or other facilities available to the Company,

and until that time the Company undertook that it would not request, demand or claim to be entitled to withdraw any amount from that account except (without prejudice to the Finance Parties' rights under the Guarantee and Debenture) as the Security Trustee may in its absolute discretion from time to time permit.

(g) The Company charged by way of fixed charge all Intellectual Property Rights (defined below).

(h) The Company charged by way of fixed charge its goodwill.

(i) The Company charged by way of fixed charge its uncalled capital.

(j) The Company charged by way of fixed charge the benefit of all Authorisations (defined below) held in relation to any Security Asset (defined below).

(k) The Company assigned absolutely all its rights and interests in and under:

(a) the Assigned Agreements (defined below);

(b) all Rental Income (defined below); and

(c) all payments, repayments and refunds of VAT (defined below) due or owing by Her Majesty's Revenue and Customs.

(l) The Company assigned absolutely all its rights and interests in the Collateral Warranties (defined below).

(m) The Company assigned absolutely all its rights and interests under all contracts and policies of insurance.

# COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 2

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

(n) The Company charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements and insurances which are effectively assigned by Clauses 4.10 and 4.12 of the Guarantee and Debenture respectively.

(o)(i) The Company charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 4 of the Guarantee and Debenture and expressly including all such present and future business, undertaking and assets whatsoever situated in Scotland whether the same are effectively mortgaged, charged by way of fixed charge or assigned under Clause 4 of the Guarantee and Debenture or otherwise.

(ii) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Guarantee and Debenture.

4.15.1 Subject to Clause 4.15.2 of the Guarantee and Debenture, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Company holds it on trust for the Security Trustee.

## Nature of Security created

The Security created under the Guarantee and Debenture was created:

(a) as a continuing security to secure the payment and discharge of the Secured Liabilities;

(b) (except in the case of assets which are the subject of a legal mortgage under the Guarantee and Debenture) over all present and future assets of the kind described which were owned by the Company at the time of the Guarantee and Debenture and, to the extent that it did not own those assets, shall extend to any right or interest which it may have in them;

(c) in favour of the Security Trustee as trustee for the Finance Parties; and

(d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Company did not know and could not reasonably be expected to know about them and further shall be construed with the omission of section 6(2) of that Act).

## Negative pledge

The Company has covenanted that it will not create or permit to subsist any Security over any Security Asset except for Permitted Security (defined below).

## Definitions

**Accounts** means the Current Account, the Trust Rent Account and any other account opened at the Agent's request or with the Agent's consent under and in accordance with Clause 17 of the Facility Agreement, any Proceeds Account opened in accordance with Clause 7.2 of the Facility Agreement and any Blocked Account opened in accordance with Clause 23.1 of the Facility Agreement.

# COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 3

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

**Acquisition Loan** has the meaning given to such term in Clause 3.1(a) of the Facility Agreement or, as the case may be, means the principal amount of any such Loan.

**Additional Loan** has the meaning given to such term in Clause 3.1(c) of the Facility Agreement or, as the case may be, means the principal amount of any such Loan.

**Agent** means The Royal Bank of Scotland plc.

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**Arrangers** means The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland.

**Assigned Agreements** means:

- (a) the Management Agreement;
- (b) any Hedging Agreements;
- (c) any Partnership Agreements; and
- (d) any Joint Venture Agreements.

**Assignment of Rents** means an assignment of rents in the agreed form executed by a Charging Group Entity in favour of the Security Trustee.

**Associate** means, in relation to the person concerned:

- (a) an Affiliate of that person, or of an Associate thereof under another paragraph of this definition; or
- (b) a partnership in which the person (or an Associate under another paragraph of this definition) is a partner and holds alone or together with its Associates more than 50% of the total equity interest in such partnership; or
- (c) any company, corporation, partnership, trust, unit trust or joint venture directly or indirectly under the Control of the person.

**Authorisation** means an authorisation, consent (including an Environmental Consent), approval, resolution, licence, exemption, filing, notarisation or registration.

**Bank Finance Party** means an Arranger, the Agent, the Security Trustee or a Lender.

**Bigco Group** means LXB Holdings and each of its Subsidiaries for the time being (including Bigco) and any company, corporation, partnership, trust, unit trust or joint venture directly or indirectly under the control of LXB Holdings and any Trust whose Units are owned by LXB Holdings or any of its Subsidiaries and **Bigco Group Entity** means any one of them.

**COMPANIES FORM No. 395 (Cont.)**

Continuation Sheet No 4

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

**Blocked Account** means the account as described in Clause 23.1 of the Facility Agreement.

**Book Debts** means:

(a) all the Company's book debts; and

(b) all other debts and moneys payable to or receivable by the Company except for those referred to in Clause 4.5 of the Guarantee and Debenture.

**Borrowers** means LXB Borrower Limited and LXB Smallco Borrower Limited (each a **Borrower**).

**Budget** means in respect of each Development, the most recent budget of projected costs (including financing costs) for that Development prepared and/or revised by a Borrower or a Charging Group Entity.

**Building Contractor** means any firm of building contractors appointed by Charging Group Entity in respect of a Development or such other firm of building contractors as is appointed with the prior written consent of the Agent (acting on the instructions of the Majority Lenders) (such consent not to be unreasonably withheld or delayed).

**Capex Loan** has the meaning given to such term in Clause 3.1(b) of the Facility Agreement or, as the case may be, means the principal amount of such Advance.

**Charging Group Entities** means:

(a) a Borrower and each Subsidiary of a Borrower (each a **Charging Group Company**); and

(b) each Associate of a Charging Group Entity,

which has granted, or is by the terms of the Facility Agreement to grant, any Security Document which has not been released in full; and

(c) any Trust and any Investment Subsidiary of any Trust,

(i) which has granted, or is by the terms of the Facility Agreement to grant, any Security Document; or

(ii) the Units (or equivalent) of which are the subject of Security granted by a Charging Group Entity, which has not been released in full,

and **Charging Group Companies** and **Charging Group Entities** shall be construed accordingly.

**Collateral Warranties** means the collateral warranties in the form scheduled to the relevant Building Contract granted or to be granted by the Building Contractor and the Monitoring Surveyors and, if paragraph 4.6(b) of Part 3 of Schedule 3 of the Facility Agreement applies in respect of any Capex Loan, each member or members of the Professional Team in the form scheduled to the relevant Building Contract as may be required by the Agent (acting on the instructions of the Majority Lenders and following consultation with the Monitoring Surveyors), in each case in favour of the Security

**COMPANIES FORM No. 395 (Cont.)**

Continuation Sheet No 5

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

Trustee and Collateral Warranty shall be construed accordingly.

**Commitment** means:

(a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading "Commitment" in Part 1 or Part 2 of Schedule 1 (Original Parties) of the Facility Agreement and the amount of any other Commitment transferred to it under that Agreement; and

(b) in relation to any other Lender, the principal amount in Sterling of any Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

**Control** means, in relation to a person, being entitled to exercise, or control the exercise of 50.01% or more of:

(a) the voting power at any general meeting; or

(b) the voting equity of such person or of a person which controls that first-mentioned person by reason of the application of paragraph (a) or one or more applications of this paragraph (b).

**Current Account** means the account as described in Clause 17 of the Facility Agreement.

**Dangerous Materials** means any element or substance (in any form) which is subject to regulatory control as being hazardous or dangerous or which is capable of causing harm or damage to the Environment.

**Development** means in relation to a Property or part of a Property certain works carried out or to be carried out in accordance with the Budget.

**Disposal** means a sale, transfer or other disposal (including by way of lease) or any agreement for the same:

(a) of the legal or beneficial interest in all or part of a Property;

(b) the shares in a company, an interest in a partnership or Units in a Trust having an interest (whether legal or beneficial) in any Property; or

(c) by a person of all or part of its assets, whether by one transaction or a series of transactions (whether related or not),

whether voluntary or involuntary and whether at the same time or over a period of time.

**Environment** means ecological systems, living organisms (including human beings) and all or any of the following media (whether alone or in combination): air (including air within buildings or other structures and whether above or below ground); land (including buildings and any other structures or erections in, on or under it or any soil and anything below the surface of the land); land covered with water; and water (including water under or within land or in pipe or sewerage systems and sea, ground and surface water).

Name of company

LXB Properties (Thetford) Limited

**Environmental Consent** means any consent, agreement, permit, licence, authorisation or approval required by any Environmental Law.

**Environmental Law** means all applicable laws and regulations in force at any time relating to Environmental Matters or the Environment.

**Environmental Matters** means all or any of:

- (a) waste (including packaging waste);
- (b) contaminated land;
- (c) discharges to land, ground, surface and coastal waters and sewers;
- (d) the abstraction of water;
- (e) the extraction of natural resources;
- (f) emissions to air;
- (g) noise, vibration and light;
- (h) Dangerous Materials;
- (i) common law, including nuisance, trespass and negligence;
- (j) statutory nuisance;
- (k) radiation, radioactive substances and materials; and
- (l) the conservation or protection of species, habitats, biodiversity, flora and fauna.

**Facility Agreement** means the facility agreement relating to a Sterling loan facility of £200,000,000 made between the Borrowers, the Lenders, the Agent, the Arrangers, the Security Trustee and the Hedging Counterparties made on or about the date of the Guarantee and Debenture.

**Finance Document** means the Facility Agreement, any Hedging Agreement, the Hedging Strategy Letter, any Security Document and any other document designated as such by the Agent and the Borrowers.

**Finance Party** means a Bank Finance Party or a Hedging Counterparty.

**HBoS Overdraft** means the £3,000,000 overdraft facility agreement dated on or about the date of the Facility Agreement between The Governor and Company of the Bank of Scotland and LXB Group Limited.

**HBoS Security** means each guarantee and debenture granted by a Company as security for the HBoS Overdraft.



# COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 7

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

**Hedging Agreements** means each agreement (including without limitation any novation agreement) entered into or to be entered into between the Borrowers and a Hedging Counterparty for the purpose of hedging the Borrowers' interest rate liabilities in relation to the Facility in a form satisfactory to the Agent (acting on the instructions of the Majority Lenders).

**Hedging Counterparties** means The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc.

**Hedging Strategy Letter** means the letter dated on or about the same date as the Facility Agreement and made between the Borrowers and the Agent and described on its face as the Hedging Strategy Letter.

**Holding Company** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**Intellectual Property Rights** means:

(a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;

(b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and

(c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

**Investments** means:

(a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations); and

(b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**Investment Subsidiary** means any company, body corporate, limited partnership, unit trust, trust or other legal entity (regardless of where it is incorporated or organised):

(a) whose object or purpose is primarily

(i) to invest directly or indirectly in any Property; or

(ii) to manage an Investment Subsidiary, any Property or any other assets of an Investment

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

Subsidiary; and

(b) 95% or more of the ordinary share capital (as defined in Section 832(1) of the Income and Corporation Taxes Act 1988 (UK)) or units, partnership interest, beneficial interest in a trust or equivalent interest in which is for the time being:

(i) comprised in the assets of the Trust or in the Trust Fund; or

(ii) to be acquired by the Trust; or

(iii) owned by another Investment Subsidiary.

**Joint Venture Agreements** means any joint venture agreement relating to a Property entered into by any Charging Group Entity.

**Land** has the same meaning as it has in section 205(1) of the LPA.

**Lender** means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 27 (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.

**Loan** means an Acquisition Loan, an Additional Loan or a Capex Loan made or to be made to either of the Companies under the Facility or the principal amount outstanding for the time being of that loan.

**LXB Group** means the Bigco Group Entities and the Smallco Group Entities and **LXB Group Entity** means any one of them.

**Majority Lenders** means:

(a) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than 662/3 per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 662/3 per cent of the Total Commitments immediately prior to the reduction); or

(b) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 662/3 per cent of all the Loans then outstanding.

**Management Agreement** means any contract relating to a Property between an LXB Group Entity and the Managing Agents.

**Managing Agents** means until 15 September 2005 (or such earlier date as may be agreed) Colliers CRE plc and thereafter Edgerley Simpson Howe and Partners or such other Managing Agents of a Property as may be appointed in accordance with the Facility Agreement.

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

**Monitoring Surveyors** means such firm of surveyors or other professionals as a Charging Group Entity may from time to time appoint in respect of a Development or such other firm of professionals as the Agent (acting on the reasonable instructions of the Majority Lenders) may require if in their view such firm is not adequately performing its duties to the Agent and the Lenders and in this case each Company shall use its reasonable endeavours to procure that the Monitoring Surveyors have full access to all information relating to any Development and shall provide all reasonable assistance as the Monitoring Surveyors shall require in order to carry out their duties to the Lenders.

**Occupational Lease** means any occupational lease, licence, tenancy or other right of occupation or right to receive rent (and any ancillary documentation) to which a Property may at any time be subject (or any agreement to grant the same).

**Original Lender** means the financial institutions listed in Part 1 and Part 2 of Schedule 1 of the Facility Agreement as lenders.

**Partnership Agreement** means any partnership agreement or other agreement relating to the acquisition of an interest in a partnership entered into by any Charging Group Entity.

**Party** means a party to the Facility Agreement.

**Permitted Security** means:

- (a) any Security created by the Security Documents;
- (b) any liens arising solely by operation of law and in the ordinary course of business securing amounts not more than 21 days overdue;
- (c) any retention of title to goods supplied to any Charging Group Entity in the ordinary course of its business activities on normal commercial terms; or
- (d) any netting or set-off arrangement entered into by a Charging Group Entity in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances; or
- (e) the HBoS Security; or
- (f) any other Security notified to the Agent to which the Agent (acting on the instructions of the Majority Lenders) has given its prior written consent.

**Plant and Machinery** means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

**Proceeds Account** shall have the meaning given to that term in Clause 7.2 of the Facility Agreement.

**Properties** means any properties subject to a Finance Document situated in England, Wales or Scotland (but excluding any Property subject to a Disposal from the date of execution of a release or discharge and, in the case of a Property in England and Wales, a DS1) and **Property** shall mean any of the Properties.

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

**Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I.2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

**Rental Income** means on any day the aggregate amount of all rents, licence fees, service charges, insurance premiums and other moneys reserved by or arising out of any Occupational Lease and all other moneys derived by a Charging Group Entity from any tenant or other occupier or any third parties relating to any Occupational Lease or the use and/or occupation of a Property, including:

- (a) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927;
- (b) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954;
- (c) any sums received from any deposit held as security for performance of any tenant's obligations;
- (d) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid in furtherance of such proceedings so taken or claim so made other than any such costs, fees and expenses recoverable from a third party;
- (e) the proceeds of insurance in respect of loss of rent;
- (f) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease;
- (g) any sum payable by any guarantor of any tenant under any Occupational Lease; and
- (h) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same.

For the avoidance of doubt, Rental Income will not be deemed to have arisen during any rent free period as a result of amortisation of Rental Income over the term of that Occupational Lease for accounting purposes.

**Scottish Property** means all heritable and leasehold property now or at any time during the Security Period belonging to the Company and situated in Scotland.

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Assets** means all of the assets of the Company which are the subject of any Security created or to be created by the Guarantee and Debenture.

**Security Document** means the each of the documents described in Schedule 9 (Initial Security Documents) of the Facility Agreement, each Guarantee and Debenture, each Supplemental Debenture, each Standard Security, each Assignment of Rents, each Deed of Accession to the

# COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 11

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

Subordination Deed, each Share Charge, each Security Interest Agreement and any other document creating, evidencing or granting Security in favour of the Finance Parties (or any of them) in respect of the obligations of a Charging Group Entity under the Finance Documents, each in form and substance satisfactory to the Agent.

**Security Interest Agreement** means a security interest agreement under Jersey law in the agreed form executed by a Charging Group Entity in favour of the Security Trustee.

**Security Period** means the period starting on the date of the Facility Agreement and ending on the date on which the Agent is satisfied that all of the liabilities of the Charging Group Entities under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facility.

**Share Charge** means a mortgage over shares executed or to be executed in favour of the Security Trustee in respect of the shares in any Subsidiary.

**Smallco** means LXB Smallco Limited, a company incorporated in England and Wales with registered number 5465169.

**Smallco Group** means Smallco and each of its Subsidiaries for the time being (including Smallco Borrower) and any company, corporation, partnership, trust, unit trust or joint venture directly or indirectly under the control of Smallco and any Trust whose Units are owned by Smallco or any of its Subsidiaries and Smallco Group Entity means any one of them.

**Standard Security** means a standard security in the agreed form executed by a Charging Group Entity in favour of the Security Trustee.

**Subordination Deed** means the subordination deed executed on or about the date of the Facility Agreement, made between the Borrowers, the Subordinated Creditors (as defined therein) and the Security Trustee.

**Subsidiary** means a subsidiary within the meaning of section 736 of the Act.

**Supplemental Debenture** means a supplemental debenture in the agreed form executed by a Charging Group Entity in favour of the Security Trustee.

**Total Commitments** means, at any time, the aggregate of the Commitments at that time.

**Trust** means a trust or a unit trust.

**Trustees** means the trustees of a Trust.

**Trust Fund** means the fund constituted out of the proceeds of issues of Units or their equivalent in accordance with a Trust Instrument.

**Trust Instrument** means an instrument made by Trustees establishing a Trust.

**Trust Rent Account** means the account referred to in Clause 17.1.2 of the Facility Agreement into which Rental Income is paid by the Managing Agents in respect of Properties owned by a Trust.

**COMPANIES FORM No. 395 (Cont.)**

Continuation Sheet No 12

Company Number

04825182

Name of company

LXB Properties (Thetford) Limited

**Unit** has the meaning given in the relevant Trust Instrument.

**VAT** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

**The Schedule – Land charged by way of legal mortgage**

Land and buildings at Burrell Way and land and buildings on the north side of Brunel Way, Thetford registered at the Land Registry with title number NK105158.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04825182

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 29th JUNE 2005 AND CREATED BY LXB PROPERTIES (THETFORD) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGING GROUP ENTITIES TO 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 6th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JULY 2005.

LC LPK



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES