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COMPANIES FORM No. 395

031514/39

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.

CHFP025

Please do not write in this margin

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

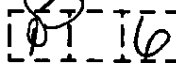
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05897810

Name of company

* GREAT WESTERN (GENERAL PARTNER 2006) LIMITED (the "General Partner")

Date of creation of the charge

2 April 2008

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

Assignment of Rents (the "Assignment")

Amount secured by the mortgage or charge

The Indebtedness.

See Continuation Sheet 1 for definitions

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

NORWICH UNION MORTGAGE FINANCE LIMITED, Sentinel House, 37 Surrey Street, Norwich, Norfolk as trustee for itself and the other Lenders from time to time (the "Trustee")

Postcode NR1 3UY

Presentor's name address and reference (if any)

Maclay Murray & Spens LLP
Quartermile One
15 Lauriston Place
Edinburgh
EH3 9EP

AMR/CPD/AVI 6.674

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



A0BGIYS9

A17

11/04/2008

284

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As security for the Indebtedness, the Company, at the direction and with the consent of the Beneficial Owner, irrevocably assigns to the Trustee its whole right, title and interest in and to all the Assigned Rights

See Continuation Sheet 1 for definitions.

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)

Nil

Signed

Andy Reid

FOR AND ON BEHALF OF

Date

10/4/08

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

MACLAY LURRA Y & S. C. , LP

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

Pursuant to Section 395 of the Companies Act 1985
Continuation sheet 1

To the Registrar of Companies

Name of company
Great Western (General Partner 2006)
Limited ("the General Partner")

Company number
05897810

In this Form 395

"Assigned Rights" means all the rights, titles, benefits and interests, whether present or future, of the Company to the Rents including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, actions and damages arising in connection therewith and any proceeds of the foregoing

"Beneficial Owner" means Great Western (2006) Limited Partnership, limited partnership number LP11674, of 42 Bruton Place, London W1X 7AA, acting through its general partner the General Partner

"Borrowing Group" means Resolution III Glasgow S à r l, a Société à responsabilité limitée, having its registered office at 20, rue de la Poste L-2346 Luxembourg (R C S Luxembourg B 134 075) and any company from time to time which is a holding company or subsidiary of the said Resolution III Glasgow S à r l and any subsidiary undertaking or associate of any such company

"Company" means together the General Partner and Great Western (Nominee 2006) Limited (Company Number 05911174) of 42 Bruton Place, London W1X 7AA

"Group Member" means each member of the Borrowing Group from time to time which has an obligation to any Lender in relation to the Indebtedness

"Indebtedness" means all moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by any Group Member to any Lender or for or in respect of which any Group Member may be liable to any Lender whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including, without limitation, interest, legal and other costs, charges and expenses

"Lease" means the lease or leases specified in the First Part of the Schedule to the Assignment (a copy of which is annexed hereto) in respect of the Property or any part thereof together with any other documents affecting the Assigned Rights which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof

"Lender" means the Trustee, Aviva plc and any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company which lends to or has lent to, or is at any time owed moneys by, any Group Member

"Property" means ALL and WHOLE the subjects known as Great Western Retail Park, Great Western Road, Glasgow known as (1) ALL and WHOLE the subjects forming Great Western Retail Park, Great Western Road, Glasgow registered in the Land Register of Scotland under Title Number GLA109583 and (2) ALL and WHOLE the subjects forming the food units at Great Western Retail Park, Great Western Road, Glasgow registered in the Land Register of Scotland under Title Number GLA118891

"Rents" means all moneys from time to time due, owing or incurred to the Company under the Lease or Leases other than sums due to the Company by way of insurance contributions, service charge, payments to sinking funds or any VAT thereon

This is the Schedule referred to in the foregoing Assignment of Rents by Great Western (General Partner 2006) Limited and Great Western (Nominee 2006) Limited, at the direction and with the consent of the Great Western (2006) Limited Partnership, in favour of Norwich Union Mortgage Finance Limited as trustee for itself and the other Lenders (as defined therein)

THE SCHEDULE

First Part

- 1 Lease of Units 1-2 between (1) Chartwell Land Investments Limited and (2) Carpetright plc dated 29 January and 26 February 1996 and registered in the Books of Council and Session on 26 July 1996
- 2 Lease of Unit 3 between (1) The Royal Bank of Scotland Trust Company (Jersey) Limited and RBSI Trust Company Limited (2) A Share & Sons Limited and (3) SCS Upholstery plc dated 2 and 22 May 2003 and registered in the Books of Council and Session on 1 July 2003
- 3 Lease of Unit 4 between (1) Chartwell Land Investments Limited (2) Allied Carpets Properties Limited and (3) Allied Carpets Group Limited dated 24 January and 26 February 1996 and registered in the Books of Council and Session on 25 June 1996
- 4 Lease of Unit 5 between (1) Chartwell Land Investments Limited and (2) Harveys Furnishing Group Limited dated 14 and 26 February 1996 and registered in the Books of Council and Session on 26 July 1996
- 5 Lease of Unit 6 between (1) Chartwell Land Investments Limited and (2) Comet Group plc dated 24 September and 10 October 1997 and registered in the Books of Council and Session on 9 December 1997
- 6 Lease of Unit 7 between (1) Chartwell Land Investments Limited and (2) Sterling Furniture Group Limited dated 23 May and 26 June 1996 and registered in the Books of Council and Session on 9 December 1997.
- 7 Lease of Unit 8 between (1) Chartwell Land Investments Limited and (2) Blane Leisure Limited dated 18 November 1996 and 10 January 1997 and registered in the Books of Council and Session on 5 March 1997
- 8 Lease of retail warehouse between (1) Chartwell Land Investments Limited and (2) B&Q plc dated 19 June and 29 October 1996 and registered in the Books of Council and Session on 29 May 2002
- 9 Lease of restaurant unit between (1) Atlas Investments Limited and (2) Pizza Hut (UK) Limited dated 3 January and 2 February 1996 and registered in the Books of Council and Session on 12 March 1996
- 10 Lease of restaurant unit between (1) Atlas Investments Limited and (2) Burgerking Limited dated 9 January and 2 February 1996 and registered in the Books of Council and Session on 21 March 1996



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5897810
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED
2 APRIL 2008 AND CREATED BY GREAT WESTERN (GENERAL
PARTNER 2006) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM ANY GROUP MEMBER TO ANY
LENDER ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 11 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 APRIL 2008



P. Noel

