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COMPANIES FORM No 410 (Scot)

Particulars of a charge created by a company registered in Scotland**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge**

Pursuant to section 410 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf Note 6)**410**
COMPANIES HOUSE
FEE PAID
EDINBURGHCompany Number
SC113057

For official use

Name of company

LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED ("THE COMPANY")

Date of creation of the charge (note 1)

26 September 2008

Description of the instrument (if any) creating or evidencing the charge (note 1)

Debenture entered into between, amongst others, (1) the Company and (2) Eurohypo AG, London Branch as agent for itself and each of the other Finance Parties (as defined in the continuation sheet) ("the Agent") ("the Debenture")

Amount secured by the charge

All monies and all obligations and liabilities now or hereafter due, owing or incurred by it to any Finance Party under or pursuant to the Finance Documents in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Finance Party or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever ("the Secured Liabilities")

Names and addresses of the persons entitled to the charge

**Eurohypo AG
London Branch
4th Floor
90 Long Acre
London
WC2E 9RA**Presenter's name address telephone
number and reference (if any)**Burness LLP
120 Bothwell Street
Glasgow G2 7JL****Tel. 0141 248 4933
Ref: HER/6/61/LGM**For official use (10/03)
Charges Section

FRIDAY



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10/10/2008

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COMPANIES HOUSE

Short particulars of all the property charged

Please do not write in this margin

See Continuation Sheet

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

See Continuation Sheet

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

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

Signed



Date 9 October 2008

For and on behalf of Burness LLP

* delete as appropriate

On behalf of chargee

NOTES

- 1 A description of the instrument eg "Standard Security", "Floating Charge" etc should be given For the date of creation of a charge see section 410(5) of the Act (Examples date of signing of an Instrument of Charge, date of recording/registration of a Standard Security, date of intimation of an Assignment)
- 2 In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it
- 3 A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge In the case of a charge created out of the United Kingdom comprising property situated outside the U K , within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U K Certified copies of any other documents relevant to the charge should also be delivered
- 4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body
- 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 are to be made payable to Companies House
- 6 The address of the Registrar of Companies is Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP - 4 Edinburgh 2

CONTINUATION SHEET 1 OF 12

NAME OF CHARGOR:

LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY NUMBER: SC113057)

1. SECURITY

1 1 Creation of Fixed Security

The Company charged to the Agent by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in any and each of the following

- 1 1 1 the Real Property,
1 1 2 all plant, machinery, vehicles, computers, office and other equipment and chattels
(excluding stock in trade or work in progress) at any Portfolio Property and all
Related Property Rights,
1 1 3 (to the extent that the same are not the subject of a fixed charge under Clause 3 1 4
of the Debenture) all Debts,
1 1 4 all Account Proceeds,
1 1 5 all of its Investments,
1 1 6 all of its Intellectual Property Rights,
1 1 7 all goodwill and uncalled capital, and
1 1 8 (to the extent not effectively assigned under Clause 3 2 (*Assignments*) of the
Debenture), the assets (including present and future properties, contracts, revenues
and rights of every description) which are specified in Clause 3 2 (*Assignments*) of
the Debenture

12 Assignments

The Company assigned to the Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in

- 1 2 1 the Insurance Policies and the Insurance Proceeds,
1 2 2 all Rental Income,
1 2 3 any guarantee of Rental Income contained in or relating to any Lease Document,
1 2 4 any Hedging Arrangements,
1 2 5 each Transaction Document (other than the Finance Documents and any Duty of
Care Agreement);
1 2 6 each building contract, consultant appointment and collateral warranty in respect of
the development of any Portfolio Property,
1 2 7 all other agreements, contracts, deeds, licences, undertakings, guarantees,
covenants, warranties, representations and other documents entered into by, given
to or otherwise benefiting the Company in respect of any Portfolio Property,

and all Related Property Rights in respect of the above

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 2 OF 12

NAME OF CHARGOR:

**LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY
NUMBER: SC113057)**

1 3 Preservation of Fixed Charge

Without prejudice to Clause 3.1 3 (*Creation of Fixed Security*) of the Debenture and Clause 3 2 (*Assignments*) of the Debenture, if, pursuant to Clause 21 (*The Accounts*) of the Credit Agreement, the Company is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3 1.4 (*Creation of Fixed Security*) and 3 2 (*Assignments*) of the Debenture, the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of the Company and the proceeds of those debts

2. FLOATING CHARGE

2 1 Creation of Floating Charge

2 1 1 The Company charged to the Agent by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3 1 (*Creation of Fixed Security*) or 3 2 (*Assignments*) of the Debenture but including all its heritable and moveable property and other property, assets and rights in Scotland or governed by the law of Scotland

2 1 2 The floating charge created by Clause 4 1 (*Creation of Floating Charge*) of the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2 2 Automatic Crystallisation of Floating Charge

2 2 1 Notwithstanding anything express or implied in the Debenture, and without prejudice to any law which may have similar effect, if

- (A) the Company creates or attempts to create any Security over all or any of the Charged Assets save as expressly permitted under the Credit Agreement or otherwise with the prior written consent of the Agent, or
- (B) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets, or
- (C) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of the Company, or
- (D) an Administrator is appointed or any step intended to result in such appointment is taken,

then the floating charge created by Clause 4 1 (*Creation of Floating Charge*) of the Debenture will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge

2 2 2 Clause 4 2 (*Automatic Crystallisation of Floating Charge*) of the Debenture will not apply to any assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 3 OF 12

NAME OF CHARGOR:

**LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY
NUMBER: SC113057)**

2 3 Crystallisation on Notice of Floating Charge

Notwithstanding anything express or implied in the Debenture, the Agent may at any time

2 3 1 following the occurrence of an Event of Default which is continuing, or

2 3 2 if the Agent considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy or the Agent reasonably believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding up of the Company,

by giving notice in writing to that effect to the Company convert the floating charge created by Clause 4 1 (*Creation of Floating Charge*) of the Debenture into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice

3. FURTHER ASSURANCE

3 1 The Company must promptly upon request by the Agent execute (in such form as the Agent may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Agent or its nominees and do all such assurances and things as the Agent may reasonably require for

3 1 1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by the Debenture,

3 1 2 conferring upon the Agent such security as it may require over the assets of the Company outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets (excluding any assets charged solely pursuant to Clause 4 1 (*Creation of Floating Charge*) of the Debenture,

3 1 3 facilitating, at any time on or after the occurrence of an Event of Default, the realisation of all or any part of the Charged Assets, and

3 1 4 exercising all powers, authorities and discretions conferred on the Agent or any Receiver pursuant to the Debenture or by law

3 2 If a Default is continuing, the Company shall provide the Agent with signed copies of the notices for each tenant of the Real Property in the form set out in Part V of Schedule 3 (*Notices*) of the Debenture within 14 days of request by the Agent

3 3 The Company shall take all such action as may be available to it and as is necessary for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to the Debenture including the obtaining of any necessary consent (in form and content satisfactory to the Agent, (acting reasonably)) to enable the Charged Assets to be mortgaged, charged or assigned pursuant to the Debenture. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by the Debenture. The Company shall promptly deliver a copy of each such consent to the Agent

4. GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS

4 1 The Company has undertaken to the Agent with respect to the Charged Assets that during the Security Period

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 4 OF 12

NAME OF CHARGOR:

**LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY
NUMBER: SC113057)**

4 1 1 Negative Pledge

it shall not, except as expressly permitted by the Credit Agreement, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them,

4 1 2 Disposals

it shall not Dispose of the Charged Assets or any part of them or agree so to do except in the case of Disposals which are expressly permitted by the Credit Agreement,

4 1.3 Subsequent Charges

subject to Clause 6 1 1 (*Negative Pledge*) of the Debenture, it shall procure that any Security created by the Company after the date of the Debenture (otherwise than in favour of the Agent) shall be expressed to be subject to the Debenture, and

4 1 4 Deposit of Title Documents

unless otherwise agreed with the Agent, it shall deposit with the Agent the deeds and documents of title relating to the Charged Assets

DEFINITIONS

In this Companies House Form 410 (unless otherwise provided) words importing the singular shall include the plural and visa versa

Terms used in this Companies House Form 410 shall have the following meanings

"Account" means the Rent Account and and/or any Deposit Account

"Account Proceeds" means all amounts (including interest) from time to time standing to the credit of any bank or other account of the Company with any bank, building society, financial institution or other person (including the Accounts) and the debts represented thereby

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Credit Agreement

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the Company's affairs, business and property.

"Agreed Form" means the form of document agreed between the Agent and the Borrowers

"Agreement for Lease" means an agreement to grant an Occupational Lease of all or part of a Portfolio Property.

"Arranger" means Eurohypo AG, London Branch

"Borrowers" means ING Lionbrook (General Partner) Limited as general partner of the ING Lionbrook Property Fund and ING Lionbrook (General Partner) Limited as general partner of the West Five Limited Partnership

"Charged Assets" means the property mortgaged, charged or assigned pursuant to Clauses 3 (*Security*) and 4 1 (*Creation of Floating Charge*) of the Debenture

"Counterparty" means Eurohypo AG, London Branch as counterparty to certain hedging arrangements

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 5 OF 12

NAME OF CHARGOR:

LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY NUMBER: SC113057)

"Credit Agreement" means the facility agreement between, among others, (1) the Borrowers, (2) the Agent, (3) the Arranger, (4) the Original Lender, and (5) the Counterparty dated on or about the date of the Debenture

"Debts" means all of the Company's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to the Company or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above

"Deed of Subordination" means the deed of subordination entered into between (1) the Agent, (2) the General Partner and (3) the Subordinated Creditor on or about the date of the Debenture

"Default" means an Event of Default or any event or circumstance specified in Clause 23 (*Events of Default*) of the Credit Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

"Deposit Account" means any account opened in accordance with Clause 21.3 (*Deposit Account*) of the Credit Agreement and includes any replacement account or sub division of that account

"Disposal" includes any form of disposal of any interest in any asset including any conveyance, transfer, lease, assignment, sale, right to use or occupy, surrender, declaration of trust or the creation of any other legal or equitable interest in or over any asset or any option in respect of any of the foregoing, and "Dispose" shall be construed accordingly

"Duty of Care Agreement" means

- (A) the duty of care agreement made between the Managing Agent, the Property Adviser and the Agent, and
- (B) the duty of care agreement made between the Property Adviser, the General Partner and the Agent, and
- (C) the duty of care agreement made between the Operator, the General Partner and the Agent, in each case in form and substance satisfactory to the Agent.

"Event of Default" means any event or circumstance specified as such in Clause 22 (*Events of Default*) of the Credit Agreement

"Fee Letter" means any letter or letters dated on or about the date of the Credit Agreement between the Arranger and any Borrower (or the Agent and any Borrower) setting out any of the fees referred to in Clause 11 (*Fees*) of the Credit Agreement.

"Finance Documents" means

- (A) the Credit Agreement,
- (B) the Security Documents,
- (C) the Deed of Subordination;
- (D) the Hedging Arrangements,
- (E) any Transfer Certificate,
- (F) any Fee Letter, or

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 6 OF 12

NAME OF CHARGOR:

LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY NUMBER: SC113057)

(G) any other document designated as such by the Agent and a Borrower

"Finance Party" means the Agent, the Arranger, the Counterparty or a Lender

"General Partner" means ING Lionbrook (General Partner) Limited

"Greenford Trustees" means Maurant & Co Trustees Limited and Maurant Property Trustees Limited in their capacities as joint trustees of the Greenford Unit Trust

"Greenford Unit Holders" means

(A) the General Partner as general partner of the Lionbrook Partnership, and

(B) Nortrust Nominees Limited as nominee for Northern Trust Fiduciary Services (Guernsey) Limited (acting as trustee of the ING Real Estate Management (UK) Employee Trust).

"Greenford Unit Trust" means the unit trust scheme known as the Greenford Unit Trust constituted under the Greenford Unit Trust Instrument

"Greenford Unit Trust Instrument" means the unit trust instrument constituting the Unit Trust dated 16 November 2005 between the Greenford Trustees

"Hedging Arrangements" means any interest rate hedging arrangements entered into by a Borrower in accordance with Clause 8 4 (*Hedging Arrangements*) of the Credit Agreement

"Insurance Policies" means all present and future contracts or policies of insurance (including life policies) relating to any Portfolio Property in which the Company has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise)

"Insurance Proceeds" means all monies from time to time payable to the Company under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums

"Intellectual Property Rights" means all patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, database rights, domain names, computer software, know how, trade secrets, inventions and other intellectual property rights and interests (which may now or in the future exist) relating to each Portfolio Property, whether registered or unregistered, and the benefit of all applications and the rights to use such assets (which may now or in the future exist) and all Related Property Rights

"Investments" means all of the Company's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly by or to the order of the Company or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central Gilts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of the Company or whether the same have been delivered to or to the order of the Agent or its nominee including all Related Investment Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of the Company

"Jersey Security Agreement" means

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 7 OF 12

NAME OF CHARGOR:

LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY NUMBER: SC113057)

- (A) the Jersey security interest agreement entered into by the General Partner as general partner of the Lionbrook Partnership in favour of the Agent in respect of the Units in the Greenford Unit Trust owned by it, and
- (B) the Jersey security interest agreement entered into by Nortrust Nominees Limited and Northern Trust Fiduciary Services (Guernsey) Limited (acting as trustee of the ING Real Estate Management (UK) Employee Trust) in favour of the Agent in respect of the Units in the Greenford Unit Trust owned by it

"Lease Document" means any Occupational Lease or Agreement for Lease

"Lender" means

- (A) the Original Lender, and
- (B) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 24 (*Changes to the Lenders*) of the Credit Agreement,

which in each case has not ceased to be a Party in accordance with the Credit Agreement

"Lionbrook Partnership" means ING Lionbrook (General Partner) Limited (company number 03377515) as general partner of the limited partnership carrying on business under the name ING Lionbrook Property Fund (registered number LP005501).

"Lionbrook Partnership Agreement" means the limited partnership agreement under which the Lionbrook Partnership is established as a limited partnership

"LPA" means the Law of Property Act 1925

"Managing Agent" means DTZ Debenham Tie Leung Limited or such other managing agent of a Portfolio Property appointed in accordance with Clause 22 8 (*Managing Agents*) of the Credit Agreement

"Managing Agent Agreement" means an agreement (in form and substance satisfactory to the Agent (acting reasonably)) appointing a Managing Agent to manage a Portfolio Property

"Occupational Lease" means any occupational lease or licence or other right of occupation to which a Portfolio Property may be subject from time to time

"Operator" means ING Real Estate Investment Management (UK Funds) Limited or such other Operator appointed in accordance with Clause 20 19 (*Partnership Matters*) of the Credit Agreement

"Operator Agreement" means

- (A) the agreement between (1) the Lionbrook Partnership and (2) the Operator dated 14 August 1997, and
- (B) the agreement between the West Five Partnership and the Operator dated 27 September 2006

"Original Lender" means Eurohypo AG, London Branch

"Partnership Agreements" means the Lionbrook Partnership Agreement and the West Five Partnership Agreement.

"Party" means a party to the Credit Agreement

"Portfolio" means all of the Portfolio Properties

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 8 OF 12

NAME OF CHARGOR:

LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY NUMBER: SC113057)

"Portfolio Properties" means

- (A) each property listed in the Schedule, and
- (B) each property interest situated in England or Wales designated as a "Portfolio Property" by the Agent pursuant to Clause 22 14 1 or 22 14 2 (*Acquisition*) of the Credit Agreement (as the case may be),

in each case, until it is disposed of in accordance with the Credit Agreement or the Agent has consented in accordance with Clause 22 15 (*Undesignation Request*) of the Credit Agreement that it should no longer be designated as a "Portfolio Property"

"Property Adviser" means ING Real Estate Investment Management (UK) Limited

"Property Adviser Agreement" means the agreement between (1) the Lionbrook Partnership and (2) the Property Adviser dated 12 December 1997

"Real Property" means

- (A) all of the freehold and/or leasehold property of the Company specified in the Schedule;
- (B) all freehold and leasehold property of the Company situated in England and Wales which becomes a Portfolio Property after the date of the Debenture,
- (C) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (A) and (B) above, and
- (D) the Related Property Rights relating to the Charged Assets

"Receiver" means any person appointed by the Agent to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by the Debenture

"Related Investment Rights" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any Investment and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Investments

"Related Property Rights" means, where used in relation to a particular property, asset (or class of assets) or right, the following

- (A) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein),
- (B) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right, and
- (C) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset

"Rent Account" means the account referred to in Clause 21 1 (*Bank Accounts*) of the Credit Agreement and includes any replacement account or sub division of that account

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of the Company in connection with the letting, use or occupation of a Portfolio Property or any part thereof, including but not limited to each of the following amounts so payable

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 9 OF 12

NAME OF CHARGOR:

**LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY
NUMBER: SC113057)**

- (A) rent and licence fees (and any amount equivalent thereto) payable whether it is variable or not and however or wherever it is described, reserved or made payable,
- (B) 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,
- (C) any rent payable by virtue of a determination made by the Court under section 24(A) of the Landlord and Tenant Act 1954,
- (D) any sum received from any deposit held as security for performance of any tenant's obligations (excluding any sum which is payable to that tenant),
- (E) any other moneys payable in respect of occupation and/or usage of a Portfolio Property and every fixture and fitting therein and every fixture thereon for display or advertisement, on licence or otherwise,
- (F) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same,
- (G) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon 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 (and which have not been reimbursed to, and which are not recoverable by, the Company from any party) in furtherance of such proceedings so taken or claim so made,
- (H) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon,
- (I) 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 Lease Document or occupancy agreement,
- (J) any sum payable by any guarantor of any occupational tenant under any Lease Document,
- (K) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same, and
- (L) any amount in respect of or which represents VAT payable on any of the items listed in paragraphs (A) (K) above,

and for the avoidance of doubt includes all such payments made to the Company or its agents notwithstanding that the Company may hold such amounts on trust or on behalf of the Unitholders under a Unit Trust Instrument or that such amounts may not be Trust Property (as that term is defined in any Unit Trust Instrument)

"Schedule" means the schedule to this continuation sheet,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Documents" means each Debenture, the Share Mortgage, each Jersey Security Interest Agreement and any further legal or other charge or other security or assurance granted to the Agent on behalf of the Finance Parties in respect of the obligations of the Borrowers or any other Obligor

"Security Period" means the period from the date of the Debenture until the date on which the Agent has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Agent whether or not by enforcement and on which no commitment is in force under the Finance Documents

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 10 OF 12

NAME OF CHARGOR:

LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY NUMBER: SC113057)

"Share Mortgage" means the first ranking share mortgage granted in favour of the Agent over the entire issued share capital of the General Partner and each Additional Guarantor

"Subordinated Creditor" means the West Five Limited Partner

"Subordinated Debt" means any loans or credit provided to the Borrower by the Subordinated Creditor which loans or credit is subordinated in accordance with the Deed of Subordination

"Transaction Document" means

- (A) a Finance Document,
- (B) a Duty of Care Agreement,
- (C) a Managing Agent Agreement,
- (D) any document evidencing or under which Subordinated Debt is made available,
- (E) a Lease Document,
- (F) an Operator Agreement,
- (G) a Partnership Agreement,
- (H) the Property Adviser Agreement,
- (I) a Unit Trust Instrument, or
- (J) any other document designated as such by the Agent and the Borrower

"Transfer Certificate" means a certificate substantially in one of the forms set out in Schedule 5 (*Form of Transfer Certificate*) of the Credit Agreement or any other form agreed between the Agent and the Borrower

"Unitholders" means

- (A) the Greenford Unit Holders, and
- (B) the West Five NO 2 Unit Holders

"Unit Trust" means each of the Greenford Unit Trust and the West Five Unit Trust NO 2

"Unit Trust Instrument" means each of the Greenford Unit Trust Instrument and the West Five No 2 Trust Instrument

"West Five Limited Partner" means West Five Unit Trust NO 2

"West Five NO 1 Trust Instrument" means the unit trust instrument constituting West Five Unit Trust NO 1 dated 26 September 2006 and made by the West Five Trustee

"West Five NO 2 Trust Instrument" means the unit trust instrument constituting West Five Unit Trust NO 2 dated 27 September 2006 and made by the West Five Trustee

"West Five NO 2 Unit Holders" means Northern Trust Fiduciary Services (Guernsey) Limited in its capacity as trustee of the West Five Unit Trust NO 1 and ING Real Estate Investment Management (UK Investments) Limited

"West Five Partnership" means ING Lionbrook (General Partner) Limited as general partner of the limited partnership carrying on business under the name West Five Limited Partnership

"West Five Partnership Agreement" means the limited partnership agreement under which the West Five Partnership is registered as a limited partnership

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 11 OF 12

NAME OF CHARGOR:

**LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY
NUMBER: SC113057)**

"West Five Trustee" means Northern Trust Fiduciary Services (Guernsey) Limited in its capacity as trustee of the West Five Unit Trust NO 1 and the West Five Unit Trust NO 2.

"West Five Unit Trust NO 1" means the unit trust scheme known as West Five Unit Trust NO 1 and constituted by under the West Five NO 1 Trust Instrument

"West Five Unit Trust NO 2" means the unit trust scheme known as West Five Unit Trust NO 2 and constituted by under the West Five NO 2 Trust Instrument

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:**CONTINUATION SHEET 12 OF 12****NAME OF CHARGOR:****LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY
NUMBER: SC113057)****SCHEDULE**

| Address | Title Number |
|--|--|
| Clock Towers Shopping Centre and 47/48 Chapel Street, Rugby | WK254805 (Freehold of main centre) WK261485 (Leasehold of main centre) WK267635 (Freehold of part of centre) WK263595 (Leasehold of car parking spaces) |
| Hedge End Retail Park, Botley Road, Eastleigh, Hampshire | HP613415 (Freehold) |
| Reading Retail Park, Oxford Road, Reading, Berks | BK384194 (Leasehold) |
| Euroway, Mills Road, Aylesford, Kent, ME20 7UB | K681286 (Freehold) |
| Shannon Retail Park, Burlington Road, New Malden, Surrey | TGL111014 (Freehold) |
| Townsmoor Retail Park, Blackburn | LA819512 (Leasehold) |
| Robin Leisure Park, Robin Park Road, Wigan, WN5 0UY | GM718109 (Freehold) |
| 37/38 Golden Square, London, 4 to 7 Upper James Street, London, 36 and 38 Beau Street, London | LN169171 (Freehold) LN146375 (Leasehold) |
| 49 52a, Bow Lane and 11 Well Court London, City Of London, EC4 | NGL779403 (Freehold) |
| 1/9, Bow Lane, 72 73 Watling Street and 9/12 Bow Churchyard, London, EC4 | NGL141532 (Freehold) |
| Thornton Road Industrial Estate, Peall Road, Croydon, CR9 3EX | SGL224711 (Freehold) |
| Units 1a and 1b, Mariners Way, Riversway, Preston, Lancashire | LA655645 (Leasehold) |
| 44 48, Bow Lane and 13 Well Court London, EC4 | NGL694003 (Freehold) |
| Wellington Park, Hedge End, Southampton, Hants, SO30 2QU | HP557279 (Freehold) |
| Unit 5310, Hunter Boulevard, Magna Park, Lutterworth, Leicestershire, LE17 | LT335573 (Leasehold) |

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED:
CONTINUATION SHEET 13 OF 12**

NAME OF CHARGOR:

**LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3 LIMITED (COMPANY
NUMBER: SC113057)**

| Address | Title Number |
|---|--|
| IBM Site, Greenford Road, Greenford, Middlesex | NGL299114, NGL517887 & NGL551395 |
| Room 404, Units 1 and 2, Norrey's Drive, Maidenhead | BK171625 |
| Units 1 and 2, West Five Centre, Western Avenue, Acton, London | MX319040, NGL280870, MX154709, MX163704 (all Freehold) |



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 113057

CHARGE NO. 26

I HEREBY CERTIFY THAT A CHARGE CREATED BY
LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 3
LIMITED

ON 26 SEPTEMBER 2008

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF EUROHYPO AG

WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 10 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, EDINBURGH 13 OCTOBER 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES