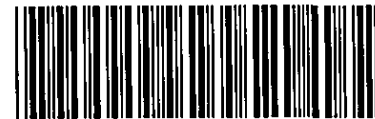


MG01s

Particulars of a charge created by a company registered in Scotland



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23/01/2010

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COMPANIES HOUSE

SATURDAY

A fee is payable with this form.

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.



What this form is for

You may use this form to register
particulars of a charge created by a
Scottish company.



What this form is NOT for

You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. To do
this, please use form MG01.

For further information, please
refer to our guidance at

www.companieshouse.gov.uk

FEE PAID
EDINBURGH

1

Company details

Company number

S C 1 1 3 0 5 7

Company name in full

LIONBROOK PROPERTY PARTNERSHIP NOMINEE
NO. 3 LIMITED ("the Chargor")

For official use
29

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d9 m0 m1 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description

Supplemental Charge dated 19 January 2010 entered into between, amongst
others, (1) the Chargor 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")

4

Amount secured

Please give us details of the amount secured by the charge.

Amount secured

All monies and all obligations and liabilities now
or hereafter due, owing or incurred by the Chargor
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")

For definitions see continuation page.

Continuation page

Please use a continuation page if
you need to enter more details.

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Particulars of a charge created by a company registered in Scotland

5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name

Eurohypo AG

Address

London Branch, 4th Floor, 90 Long Acre, London

Postcode

W C 2 E 9 R A

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities:

1. has charged to the Agent by way of legal mortgage all of the Chargor's rights to and title and interest from time to time in the Additional Property; and
2. has assigned to the Agent all of the Chargor's rights to and title and interest from time to time in:
 - (A) the Insurance Policies and the Insurance Proceeds; and
 - (B) all Rental Income,in each case relating to the Additional Property, together with all Related Property Rights relating thereto.

For definitions see Continuation Sheet.

Particulars of a charge created by a company registered in Scotland

7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ¹

1. 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;
2. 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;
3. Subject to paragraph 3.1 (*Negative Pledge*), it shall procure that any Security created by it after the date of the Original Debenture (otherwise than in favour of the Agent shall be expressed to be subject to the Supplemental Charge.

For definitions see continuation sheet.

1 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.

8 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional.

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount	N/A
----------------------------------	-----

9 Delivery of instrument

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 (UK), comprising property situated outside the UK, 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 UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 **Signature** ②

Please sign the form here.

Signature

Signature

Signature X S. Suter Wl
For BURNS LLP

2 Signature

This form must be signed by a person with an interest in the registration of the charge.

MG01s

Particulars of a charge created by a company registered in Scotland



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Burness LLP

Address

Post town

County/Region

Postcode

G

2

7

J

L

Country

DX GW154 Glasgow

Telephone 0141 248 4933



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Additional Property" means:

- (A) all of the freehold and/or leasehold property of the Chargor specified in Schedule 2 being the property at Squires Gate Industrial Estate, Squires Gate Lane, Blackpool, Lancashire registered under title number LA927928 (Leasehold);
- (B) 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 paragraph (A) above; and
- (C) the Related Property Rights.

"Agent" has the meaning given to it in the Credit Agreement;

"Credit Agreement" means the credit facility between (1) the Borrowers, (2) the General Partner, (3) the Original Guarantors, (4) the Arranger, (5) the Original Lender, (6) the Agent and (7) the Counterparty;

"Insurance Policies" means all present and future contracts or policies of insurance (including life policies) relating to any Portfolio Property in which an Original Chargor 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 each Original Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums;

"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.

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of any Obligor 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:

- (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 relevant Obligor 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 an Obligor or its agents notwithstanding that such Obligor 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).

**Continuation Page relative to Companies House Form MG01s in respect of
Lionbrook Property Partnership Nominee No. 3 Limited
Registered Number: SC113057**

In this Continuation Page:-

"Agent" has the meaning given to it in the Credit Agreement;

"Charged Assets" means the property mortgaged, charged or assigned pursuant to Clauses 3 (*Security*) and 4.1 (*Creation of Floating Charge*) of the Original Debenture and the Additional Property;

"Credit Agreement" means the credit facility between (1) the Borrowers, (2) the General Partner, (3) the Original Guarantors, (4) the Arranger, (5) the Original Lender, (6) the Agent and (7) the Counterparty;

"Disposal" means 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;

"Original Debenture" means a debenture dated 26 September 2008 between among others (1) the Chargors and (2) the Agent;

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

"Security Period" means the period from the date of the Supplemental Charge until the date on which the Agent has determined (acting reasonably) that all 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.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 113057
CHARGE NO. 29

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

ON 19 JANUARY 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF EUROHYPO AG

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 23 JANUARY 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 25 JANUARY 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES