



Registration of a Charge

Company name: **LIONBROOK NOMINEE (44/48 BOW LANE) NO.1 LIMITED**

Company number: **04299901**



X4A8EK2I

Received for Electronic Filing: **24/06/2015**

Details of Charge

Date of creation: **22/06/2015**

Charge code: **0429 9901 0004**

Persons entitled: **WELLS FARGO BANK N.A., LONDON BRANCH**

Brief description: **THE REAL PROPERTY AS DEFINED IN THE CHARGE AND INCLUDING: CLOCK TOWERS SHOPPING CENTRE AND 47/48 CHAPEL STREET, RUGBY (TITLE NUMBERS WK254805, WK261485, WK267635 AND WK263595). SEE THE CHARGE FOR MORE DETAILS. THE INTELLECTUAL PROPERTY RIGHTS AS DEFINED IN THE CHARGE, BY REFERENCE TO THE ORIGINAL DEBENTURE, AS "ALL PATENTS, PATENT APPLICATIONS, TRADE MARKS AND SERVICE MARKS..." SEE THE CHARGE FOR MORE DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4299901

Charge code: 0429 9901 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2015 and created by LIONBROOK NOMINEE (44/48 BOW LANE) NO.1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2015 .

Given at Companies House, Cardiff on 25th June 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



HERBERT
SMITH
FREEHILLS

EXECUTION

22 June 2015

THE PERSONS LISTED IN SCHEDULE 1 TO THIS SECOND SUPPLEMENTAL CHARGE

as chargors

and

WELLS FARGO BANK N.A., LONDON BRANCH

as agent and trustee

SECOND SUPPLEMENTAL CHARGE

WE HEREBY CERTIFY
THIS TO BE A TRUE AND
ACCURATE COPY OF
THE ORIGINAL

Herbert Smith Freehills LLP
HERBERT SMITH FREEHILLS LLP
Exchange House
Primrose Street
London EC2A 2EG

Date 23 June 2015

Herbert Smith Freehills LLP

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THIS SECOND SUPPLEMENTAL CHARGE is made on *22 June*, 2015

BETWEEN:

- (1) **THE PERSONS LISTED IN SCHEDULE 1 TO THIS SECOND SUPPLEMENTAL CHARGE** (each a "Chargor" and together the "Chargors"); and
- (2) **WELLS FARGO BANK N.A., LONDON BRANCH** as agent and security trustee for itself and each of the other Finance Parties (the "Agent").

BACKGROUND

- (A) The Chargors have entered into a supplemental agreement dated on or about the date of this Second Supplemental Charge (the "**Second Supplemental Agreement**") amending and restating a £60,000,000 facility agreement dated 25 September 2008, as amended and restated on 30 September 2010 and 30 September 2013, and amended from time to time and made between, among others, CBRE UK Property Fund (General Partner) Limited (formerly, CBRE Lionbrook (General Partner) Limited as general partner of CBRE UK Property Fund LP (formerly, CBRE Lionbrook Property Fund) as borrower and Wells Fargo Bank N.A., London branch, as arranger, agent and original lender (the "**Facility Agreement**").
- (B) Pursuant to each of: (1) the Original Debenture (as defined below), and (2) the First Supplemental Charge (as defined below), the Chargors charged by way of fixed (and, in so far as it relates to certain freehold or leasehold property, by way of legal mortgage) and floating charges certain of its assets as Security for, amongst other things, its present and future obligations and liabilities under the Finance Documents (as defined in the Facility Agreement).
- (C) Each Chargor and the Agent consider that the Security granted by each Chargor under the Existing Debenture Documents secure payment of the Secured Liabilities but enter into this Second Supplemental Charge in case they do not.
- (D) This Second Supplemental Charge is supplemental to the Existing Debenture Documents (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

- 1.1.1 Terms defined in the Original Debenture and the Facility Agreement (as amended and restated by the Second Supplemental Agreement) shall, unless otherwise defined in this Second Supplemental Charge or unless a contrary intention appears, bear the same meaning when used in this Second Supplemental Charge and the following term has the following meaning:

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by a Finance Party.

"**Existing Debenture Documents**" means the Original Debenture, the First Supplemental Charge and the Squires Gate Supplemental Charge.

"**First Supplemental Charge**" means the first supplemental charge between (1) the Chargors; and (2) the Agent dated 30 September 2013.

"**Original Debenture**" means the debenture between (1) the Chargors; and (2) the Agent dated 26 September 2008.

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

"**Squires Gate Supplemental Charge**" means the supplemental charge between (1) Lionbrook Property Partnership Nominee No.1 and Lionbrook

Property Partnership Nominee No.3 as chargors; and (2) the Agent dated 11 December 2013.

"Security Assets" means all of the assets of the Chargors which from time to time are, or are expressed to be, the subject of the Debentures.

- 1.1.2 Unless a contrary intention appears and subject to Clause 1.1.1, words defined in the Companies Act 2006 have the same meanings in this Second Supplemental Charge.

1.2 Construction and Third Party Rights

- 1.2.1 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Second Supplemental Charge as though they were set out in full in this Second Supplemental Charge except that references to "this Agreement" in the Facility Agreement are to be construed as references to this Second Supplemental Charge.
- 1.2.2 No term of this Second Supplemental Charge is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Second Supplemental Charge.
- 1.2.3 Unless a contrary indication appears, any reference in this Second Supplemental Charge to any **"Finance Party"** shall be construed so as to include a Receiver or any Delegate appointed by that Finance Party.

1.3 Security Trust Provisions

The Agent holds the benefit of this Second Supplemental Charge on trust for the Finance Parties in accordance with clause 27 (*The Agent as Security Trustee*) of the Facility Agreement.

1.4 Implied Covenants for Title

The obligations of the Chargors under this Second Supplemental Charge shall be in addition to the covenants relevant to a disposition of property with full title guarantee deemed to be included in this Second Supplemental Charge by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 Effect as a Deed

This Second Supplemental Charge is intended to take effect as a deed notwithstanding that the Agent may have executed it under hand only.

1.6 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition in this Second Supplemental Charge of the assets hereby mortgaged, charged or assigned to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Second Supplemental Charge are incorporated into this Second Supplemental Charge.

1.7 Joint and Several

The obligations of the Chargors under this Second Supplemental Charge are joint and several.

1.8 Trustees

Those Chargors granting a legal mortgage over its Real Property as a trustee confirm that such mortgage is granted jointly with any other trustee of that Real Property in their capacity as joint legal owners.

1.9 Clawback

If the Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Second Supplemental Charge.

1.10 Proceeds of Sale

Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of a Security Asset.

2. SECURITY

2.1 Creation of Fixed Security

Each Chargor charges to the Agent by way of fixed charge (which so far as relates to the Real Property (as specified in the schedules to the Existing Debenture Documents and as updated in Schedule 2 (*Real Property*)) 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 its rights to and title and interest from time to time in any and each of the following:

2.1.1 the Real Property;

2.1.2 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;

2.1.3 (to the extent that the same are not the subject of a fixed charge under Clause 2.1.4) all Debts;

2.1.4 all Account Proceeds;

2.1.5 all of its Investments;

2.1.6 the Shares;

2.1.7 all of its Intellectual Property Rights;

2.1.8 all goodwill and uncalled capital; and

2.1.9 (to the extent not effectively assigned under Clause 2.3 (*Assignments*)), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 2.3 (*Assignments*).

2.2 Registration

The Company shall make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) of the Real Property (and any unregistered

properties comprising all or part of the Real Property subject to compulsory first registration at the date of this Second Supplemental Charge) of the following restriction:

"No disposition of the registered estate by the proprietor of the registered estate is to be completed by registration without either (1) the written consent of Wells Fargo N. A., London Branch (being the proprietor of the second supplemental charge dated 2015 referred to in the charges register) or its conveyancer or (2) a certificate by the conveyancer of the registered proprietor that the written consent of Wells Fargo Bank, N.A., London Branch is not required."

2.3 Assignments

Each Chargor assigns to the Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in:

- 2.3.1 the Insurance Policies and the Insurance Proceeds;
- 2.3.2 all Rental Income;
- 2.3.3 any guarantee of Rental Income contained in or relating to any Lease Document;
- 2.3.4 any Hedging Arrangements;
- 2.3.5 each Transaction Document (other than the Finance Documents and any Duty of Care Agreement);
- 2.3.6 each building contract, consultant appointment and collateral warranty in respect of the development of any Portfolio Property;
- 2.3.7 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting any Chargor in respect of any Portfolio Property, and all Related Property Rights in respect of the above.

2.4 Preservation of Fixed Charge

Without prejudice to Clause 2.1 (*Creation of Fixed Security*) and Clause 2.3 (*Assignments*), if, pursuant to clause 21 (*The Accounts*) of the Facility Agreement, a Chargor 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 2.1 (*Creation of Fixed Security*) and 2.3 (*Assignments*), 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 that Chargor and the proceeds of those debts.

3. FLOATING CHARGE

3.1 Creation of Floating Charge

- 3.1.1 Each Chargor charges 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 that Chargor'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 2.1 (*Creation of Fixed Security*) or 2.3 (*Assignments*) but including all its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland.
- 3.1.2 Each floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.2 Automatic Crystallisation of Floating Charge

- 3.2.1 Notwithstanding anything express or implied in this Second Supplemental Charge, and without prejudice to any law which may have similar effect, if:
- (A) any Chargor creates or attempts to create any Security over all or any of the Security Assets save as expressly permitted under the Facility Agreement; or
 - (B) any person levies or attempts to levy any distress, execution or other process against any of the Security Assets; or
 - (C) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor; or
 - (D) an Administrator is appointed or any step intended to result in such appointment is taken,
- then the floating charge created by Clause 3.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge.
- 3.2.2 This Clause 3.2 (*Automatic Crystallisation of Floating Charge*) 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.

3.3 Crystallisation on Notice of Floating Charge

Notwithstanding anything express or implied in this Second Supplemental Charge, the Agent may at any time:

- 3.3.1 following the occurrence of an Event of Default; or
- 3.3.2 if the Agent considers in good faith that any of the Security 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 any Chargor,
- by giving notice in writing to that effect to the relevant Chargor convert the floating charge created by Clause 3.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

4. RANKING

- 4.1 Where this Second Supplemental Charge purports to create a first fixed Security, that Security will be a:

- 4.1.1 third ranking Security, ranking subject to:

- (A) first, the Original Debenture;
- (B) second, the First Supplemental Charge;

subject to the equivalent Security created by those Existing Debenture Documents until such time as the Security created by the:

- (C) Original Debenture ceases to have effect at which time the Security purported to be created by this Second Supplemental Charge shall be a

second ranking Security subject to the equivalent Security created by the First Supplemental Charge; or

- (D) the First Supplemental Charge ceases to have effect at which time the Security purported to be created by this Second Supplemental Charge shall be a second ranking Security subject to the equivalent Security created by the Original Debenture; or
- (E) each of the Existing Debenture Documents ceases to have effect at which time the Security purported to be created by this Second Supplemental Charge shall be a first ranking Security.

- 4.2 Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Existing Debenture Documents and the same asset or right is expressed to be assigned again under this Second Supplemental Charge, that third assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Existing Debenture Documents cease to have effect at a time when this Second Supplemental Charge still has effect.

5. INCORPORATION

- 5.1 The provisions of clauses 5 (*Further Assurance*) to 23 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Second Supplemental Charge as though they were set out in full in this Second Supplemental Charge except that references to:

5.1.1 "this Debenture" in the Original Debenture are to be construed as references to "this Second Supplemental Charge"; and

5.1.2 "the Charged Assets" in the Original Debenture are to be construed as references to "the Security Assets".

6. CONTINUATION

- 6.1 Except insofar as supplemented hereby, the Existing Debenture Documents will remain in full force and effect.
- 6.2 The Chargors agrees that the execution of this Second Supplemental Charge shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Existing Debenture Documents.
- 6.3 References in the Existing Debenture Documents to "this Debenture" and expressions of similar import shall be deemed to be references to the Existing Debenture Documents as amended and supplemented by this Second Supplemental Charge and to this Second Supplemental Charge.
- 6.4 This Second Supplemental Charge is designated a Finance Document.

7. COUNTERPARTS

This Second Supplemental Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Second Supplemental Charge.

8. LAW

This Second Supplemental Charge and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

9. ENFORCEMENT

- 9.1 The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Second Supplemental Charge or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "Dispute").
- 9.2 Subject to Clause 9.5 below, the parties to this Second Supplemental Charge agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Chargors will not:
- 9.2.1 argue to the contrary; or
- 9.2.2 initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.
- 9.3 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):
- 9.3.1 irrevocably appoints the General Partner as its agent for service of process in relation to any proceedings before the English courts in connection with any Dispute and will immediately appoint a new agent for service of process on terms satisfactory to the Agent if the above agent resigns or otherwise ceases to be the agent for service of process in connection with any Dispute or ceases to maintain a registered office in England; and
- 9.3.2 agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned.
- 9.4 The General Partner confirms its acceptance of its irrevocable appointment as agent for service of process pursuant to Clause 9.3.
- 9.5 This Clause 9 is for the benefit of each of the Finance Parties only. As a result, a Finance Party shall not be prevented from initiating or pursuing proceedings relating to a Dispute in any other courts with jurisdiction nor from contending that such courts are appropriate and convenient. To the extent allowed by law, a Finance Party may initiate or pursue:
- 9.5.1 proceedings in any other court; and
- 9.5.2 concurrent proceedings in any number of jurisdictions.
- irrespective of whether proceedings have already been initiated by any party in England.
- IN WITNESS** whereof this Second Supplemental Charge has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1

CHARGORS

Name	Country of incorporation/formation	Registered number
CBRE UK Property Fund (General Partner) Limited (formerly, CBRE Lionbrook (General Partner) Limited as general partner of CBRE UK Property Fund LP (formerly, CBRE Lionbrook Property Fund)	England & Wales	LP005501
CBRE UK Property Fund (General Partner) Limited (formerly, CBRE Lionbrook (General Partner) Limited	England & Wales	03377515
Pavilion Trustees Limited in its capacity as trustee of the Greenford Unit Trust	Jersey	18478
Pavilion Property Trustees Limited in its capacity as trustee of the Greenford Unit Trust	Jersey	87660
Lionbrook Nominee (1/9 Bow Lane) No.1 Limited	England & Wales	04299891
Lionbrook Nominee (1/9 Bow Lane) No.2 Limited	England & Wales	04299897
Lionbrook Nominee (49/52A Bow Lane) No.1 Limited	England & Wales	04299913
Lionbrook Nominee (49/52A Bow Lane) No.2 Limited	England & Wales	04299926
Lionbrook Nominee (44/48 Bow Lane) No.1 Limited	England & Wales	04299901
Lionbrook Nominee (44/48 Bow Lane) No.2 Limited	England & Wales	04299907
Lionbrook Property Partnership Nominee No.1 Limited	Scotland	SC084451
Lionbrook Property Partnership Nominee No.3 Limited	Scotland	SC113057

Name	Country of incorporation/formation	Registered number
Reading Retail Park Limited	England & Wales	04877475
Lionbrook (Clock Towers, Rugby) No.1 Limited	England & Wales	05088623

SCHEDULE 2

REAL PROPERTY

Property Address	Title Number and Tenure	Legal Owners	Beneficial Owner
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)	Lionbrook (Clock Towers, Rugby) No. 1 Limited (company number 05088623) and CBRE UK Property Fund (General Partner) Limited (formerly, CBRE Lionbrook (General Partner) Limited (company number 03377515) whose registered offices are 3 rd Floor, One New Change, London EC4M 9AF	Partnership
Hedge End Retail Park, Botley Road, Eastleigh, Hampshire	HP613415- Freehold	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
Reading Retail Park, Oxford Road, Reading, Berks	BK384194- Leasehold	BK384194-Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership

Euroway, Mills Road, Aylesford, Kent, ME20 7UB	K681286- Freehold	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
Shannon Retail Park, Burlington Road, New Malden, Surrey	TGL111014- Freehold	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
Townsmoor Retail Park, Blackburn	LA819512- Leasehold	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
Robin Leisure Park, Robin Park Road, Wigan, WN5 OUY	GM718109 - Freehold	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
37/38 Golden Square, London, 4 to 7 Upper James Street, London, 36 and 38 Beak Street, London	169171- Freehold LN146375- Leasehold	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
49-52a, Bow Lane and 11 Well Court London, City Of	NGL779403- Freehold	Lionbrook Nominee (49/52A Bow Lane) No. 1 Limited (company number 4299913)	Partnership

London, EC4		and Lionbrook Nominee (49/52A Bow Lane) No. 2 Limited (company number 4299926) whose registered offices are at 3 rd Floor, One New Change, London EC4M 9AF	
1/9, Bow Lane, 72-73 Watling Street and 9/12 Bow Churchyard, London, EC4	NGL141532-Freehold	Lionbrook Nominee (1/9 Bow Lane) No. 1 Limited (company number 4299891) and Lionbrook Nominee (1/9 Bow Lane) No. 2 Limited (company number 4299897) whose registered offices are at 3 rd Floor, One New Change, London EC4M 9AF	Partnership
Thornton Road Industrial Estate, Peall Road, Croydon, CR9 3EX	SGL224711-Freehold	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
44-48, Bow Lane and 13 Well Court London, EC4	NGL694003-Freehold	Lionbrook Nominee (44/48 Bow Lane) No. 1 Limited (company number 4299901) and Lionbrook Nominee (44/48 Bow Lane) No. 2 Limited (company number 4299907) whose registered offices are at 3 rd Floor, One New Change, London EC4M 9AF	Partnership
Wellington Park, Hedge End, Southampton, Hants, SO30 2QU	HP557279-Freehold	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
IBM Site, Greenford Road, Greenford, Middlesex	NGL299114, NGL517887 & NGL551395	Pavilion Trustees Limited (formerly known as Mourant & Co. Trustees Limited) and Pavilion Property Trustees Limited (formerly known as Mourant Property Trustees Limited)	Greenford Unit Trust

Room 404, Units 1 and 2, Norrey's Drive, Maidenhead	BK171625	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
Land on the south side of Western Avenue, north side of East Acton Lane and west side of Old Oak Common Lane, Acton	NGL537226 & NGL371457 - Freehold	Lionbrook Property Partnership Nominee No. 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
22 College Hill, London	NGL703843 – Leasehold	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership
Land and buildings on the east side of Blackfriars Road, the south side of Burrell Street and the west side of Chancel Street	SGL245275 – Leasehold	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership

Globe Lane Industrial Estate, Globe Lane, Dukinfield	GM239243 (Leasehold)	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) whose registered office is at 3 Ponton Street, Edinburgh EH3 9QQ and CBRE UK Property Fund (General Partner) Limited (formerly, CBRE Lionbrook (General Partner) Limited (company number 03377515) whose registered office is at 3 rd Floor, One New Change, London EC4M 9AF	Partnership
Squire Gate Industrial Estate, Squires Gate Lane, Blackpool, Lancashire	LA927928 (Leasehold)	Lionbrook Property Partnership Nominee No 1 Limited (company number SC084451) and Lionbrook Property Partnership Nominee No. 3 Limited (company number SC113057) whose registered offices are at 3 Ponton Street, Edinburgh EH3 9QQ	Partnership

THE CHARGORS

CBRE UK PROPERTY FUND (GENERAL PARTNER) LIMITED as general partner of CBRE UK
PROPERTY FUND LP


EXECUTED AS A DEED by)
CBRE UK PROPERTY FUND)
(GENERAL PARTNER) LIMITED)

acting by

Nigel Pichol


Director

in the presence of:


Signature of witness

CARYS HUGHES

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

..... NABARRO LLP
..... 125 London Wall
..... London EC2Y 5AL

EXECUTED AS A DEED by)
CBRE UK PROPERTY FUND)
(GENERAL PARTNER) LIMITED)

acting by

Nigel Pichol


Director

in the presence of:


Signature of witness

CARYS HUGHES

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

..... NABARRO LLP
..... 125 London Wall
..... London EC2Y 5AL

PAVILION TRUSTEES LIMITED in its capacity as trustee of the GREENFORD UNIT TRUST

EXECUTED AS A DEED by
PAVILION TRUSTEES LIMITED

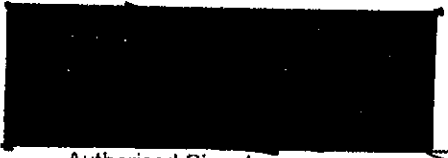
acting by Markus Kubeck
Director


Authorised Signatory

PAVILION PROPERTY TRUSTEES LIMITED in its capacity as trustee of the GREENFORD UNIT TRUST

EXECUTED AS A DEED by
PAVILION PROPERTY
TRUSTEES LIMITED

acting by Markus Kubeck
Director


Authorised Signatory

EXECUTED AS A DEED by
LIONBROOK NOMINEE (1/9 BOW
LANE) NO.1 LIMITED

acting by

Director

in the presence of:

Signature of witness

.....
Name of Witness
(in BLOCK CAPITALS)

Address of Witness

.....

.....

PAVILION TRUSTEES LIMITED in its capacity as trustee of the GREENFORD UNIT TRUST

EXECUTED AS A DEED by)
PAVILION TRUSTEES LIMITED)
)
)
acting by)

Authorised Signatory

PAVILION PROPERTY TRUSTEES LIMITED in its capacity as trustee of the GREENFORD UNIT TRUST

EXECUTED AS A DEED by)
PAVILION PROPERTY)
TRUSTEES LIMITED)
)
acting by)

Authorised Signatory

EXECUTED AS A DEED by)
LIONBROOK NOMINEE (1/9 BOW)
LANE) NO.1 LIMITED)
)
acting by M. C. DAGGETT)

Director

in the presence of:

Signature of witness

CARYS HUGHES
.....
Name of Witness
(in BLOCK CAPITALS)

Address of Witness
.....
.....

NABARRO LLP
125 London Wall
London EC2Y 5AL

EXECUTED AS A DEED by)
LIONBROOK NOMINEE (1/9 BOW)
LANE) NO.2 LIMITED)

acting by M. C. DAGGETT

Director

in the presence of:

Signature of witness

CARYS HUGHES

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP
125 London Wall
London EC2Y 5AL

EXECUTED AS A DEED by)
LIONBROOK NOMINEE (49/52A BOW)
LANE) NO.1 LIMITED)

acting by M. C. DAGGETT

Director

in the presence of:

Signature of witness

CARYS HUGHES

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP
125 London Wall
London EC2Y 5AL

EXECUTED AS A DEED by)
LIONBROOK NOMINEE (49/52A BOW)
LANE) NO.2 LIMITED)

acting by)

M. C. DAGGETT

Director

in the presence of:

Signature of witness

CARYS HUGHES

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP
125 London Wall
London EC2Y 5AL

EXECUTED AS A DEED by)
LIONBROOK NOMINEE (44/48 BOW)
LANE) NO.1 LIMITED)

acting by)

M. C. DAGGETT

Director

in the presence of:

Signature of witness

CARYS HUGHES

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP
125 London Wall
London EC2Y 5AL

EXECUTED AS A DEED by
LIONBROOK NOMINEE (44/48 BOW
LANE) NO.2 LIMITED

acting by

M. C. DAGGETT

Director

in the presence of:

Signature of witness

CARYS HUGHES
Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP
125 London Wall
London EC2Y 5AL

EXECUTED AS A DEED by
LIONBROOK PROPERTY
PARTNERSHIP NOMINEE NO.1
LIMITED

acting by

M. C. DAGGETT

Director

in the presence of:

Signature of witness

CARYS HUGHES
Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP
125 London Wall
London EC2Y 5AL

EXECUTED AS A DEED by
LIONBROOK PROPERTY
PARTNERSHIP NOMINEE NO.3
LIMITED

acting by

M. C. DAGGETT

Director

in the presence of:

Signature of witness

CARYS HUGHES

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP
125 London Wall
London EC2Y 5AL

EXECUTED AS A DEED by
READING RETAIL PARK LIMITED

acting by

M. C. DAGGETT

Director

in the presence of:

Signature of witness

CARYS HUGHES

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP
125 London Wall
London EC2Y 5AL

EXECUTED AS A DEED by
LIONBROOK (CLOCK TOWERS,
RUGBY) NO.1 LIMITED

acting by

M. C. DAGGETT

Director

in the presence of:

Signature of witness

CARYS HUGHES

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP
125 London Wall
London EC2Y 5AL

THE AGENT

Signed by

for and on behalf of

WELLS FARGO BANK N.A.,

LONDON BRANCH

EXECUTED AS A DEED by
LIONBROOK (CLOCK TOWERS,
RUGBY) NO.1 LIMITED

acting by

)
)
)
)
)

Director

in the presence of:

Signature of witness

.....
Name of Witness
(in BLOCK CAPITALS)

Address of Witness

.....

.....

THE AGENT

Signed by **MATTHIAS AKSOY**

)
)
)
)
)

for and on behalf of

**WELLS FARGO BANK N.A.,
LONDON BRANCH**