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CHFP025

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****410**
COMPANIES HOUSE
FEE PAID
EDINBURGH*Please do not write in this
margin*

Pursuant to section 410 of the Companies Act 1985

*Please complete legibly,
preferably in black type,
or bold black lettering*To the Registrar of Companies
(Address overleaf - Note 6)Company Number
SC084451

For official use

26

** insert full name of
company*

Name of company

LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 1 LIMITED ("THE COMPANY")

Date of creation of the charge (note 1)

31 March 2009

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

Supplemental charge 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")

Amount secured by the charge

All monies and all obligations and liabilities now or hereafter due, owing or incurred by the Company 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/6/63/SSW**For official use (10/03)
Charges Section

WEDNESDAY



SLUCY8UJ

SCT

08/04/2009

942

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 black 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 S. S. W. L. E. Date: 7 April 2009

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

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 1 of 8

S. S. Wile
FOR BUNESSA LLP

NAME OF CHARGOR: LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 1 LIMITED

COMPANY NUMBER: SC084451

1. SECURITY

- 1.1 The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities:
- 1.1.1 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
 - 1.1.2 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.

2. FURTHER ASSURANCE

- 2.1 The Chargor 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:
- 2.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by the Supplemental Charge;
 - 2.1.2 conferring upon the Agent such security as it may require over the assets of a Chargor 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;
 - 2.1.3 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
 - 2.1.4 exercising all powers, authorities and discretions conferred on the Agent or any Receiver pursuant to the Supplemental Charge or by law.

3. GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS

3.1 Negative Pledge

The Chargor has undertaken to the Agent with respect to the Charged Assets that during the Security Period 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;

3.2 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.

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 2 of 8

NAME OF CHARGOR: LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 1 LIMITED

COMPANY NUMBER: SC084451

3.3 Subsequent Charges

Subject to Clause 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; and

3.4 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 vice versa.

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

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

"Additional Property" means:

- (A) all of the freehold and/or leasehold property of the Chargor being:
 - (i) the land on the south side of Western Avenue, north side of East Acton Lane and west side of Old Oak Common Lane, Acton which is registered at HM Land Registry with freehold absolute numbers NGL537226 and NGL371457; and
 - (ii) Unit 3, Optima Park, Thames Road, Crayford which is registered at HM Land Registry with freehold title absolute number SGL632609.
- (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.

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

"Arranger" means the Agent.

"Borrower" means ING Lionbrook (General Partner) Limited a company registered in England and Wales under company number 03377515 as general partner of the limited partnership carrying on business under the name ING Lionbrook Property Fund (registered as a limited partnership under the Limited Partnership Act 1907 with registered number LP005501) and ING Lionbrook (General Partner) Limited a company registered in England and Wales under company number 03377515 as general partner of the limited partnership carrying on business under the name West Five Limited Partnership (registered as a limited partnership under the Limited Partnership Act 1907 with registered number LP11600) (together the **"Borrowers"**);

"Counterparty" means the Agent.

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 3 of 8

NAME OF CHARGOR: LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 1 LIMITED

COMPANY NUMBER: SC084451

"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.

"Debenture" means each debenture granted or to be granted by each Obligor in favour of the Agent on behalf of the Finance Parties.

"Deed of Subordination" means the deed of subordination entered into or to be entered into between (1) the Agent, (2) the General Partner and (3) the Subordinated Creditor.

"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.

"Event of Default" means any event or circumstance specified as such in Clause 23 (*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*).

"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
- (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 a company registered in England and Wales under company number 03377515.

"Greenford Trustees" means Mournat & Co Trustees Limited and Mournat Property Trustees Limited in their capacities as joint trustees of the Greenfield 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).

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 4 of 8

NAME OF CHARGOR: LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 1 LIMITED

COMPANY NUMBER: SC084451

"Greenford Unit Trust" means the unit trust interest 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.

"Guarantor" means an Original Guarantor or an Additional Guarantor.

"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 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.

"Jersey Security Interest Agreement" means:

- (A) the Jersey security interest agreement entered into or to be 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 or to be 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.

"Lionbrook Partnership" means ING Lionbrook (General Partner) Limited a company registered in England and Wales under company number 03377515 as general partner of the limited partnership carrying on business under the name ING Lionbrook Property Fund (registered as a limited partnership under the Limited Partnership Act 1907 with registered number LP005501)

"Obligor" means each Borrower, the General Partner or a Guarantor.

"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.

"Original Chargor" means ING Lionbrook (General Partner) Limited as general partner of the ING Lionbrook Property Fund incorporated in England and Wales with registration number LP005501, ING Lionbrook (General Partner) Limited as general partner of the West Five Limited Partnership incorporated in England and Wales with registration number LP11600, ING Lionbrook (General Partner) Limited incorporated in England and Wales with registration number 03377515, Maurant & Co Trustees Limited incorporated in Jersey with registration number 18478 in its

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 5 of 8

NAME OF CHARGOR: LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 1 LIMITED

COMPANY NUMBER: SC084451

capacity as trustee of the Greenford Unit Trust, Maurant Property Trustees Limited incorporated in Jersey with registration number 87660 in its capacity as trustee of the Greenford Unit Trust Trust, Lionbrook Nominee (1/9 Bow Lane) No.1 Limited incorporated in England and Wales with registration number 04299891, Lionbrook Nominee (1/9 Bow Lane) No.2 Limited incorporated in England and Wales with registration number 04299897, Lionbrook Nominee (49/52A Bow Lane) No.1 Limited incorporated in England and Wales with registration number 04299913, Lionbrook Nominee (49/52A Bow Lane) No.2 Limited incorporated in England and Wales under registration number 04299926, Lionbrook Nominee (44/48 Bow Lane) No.1 Limited incorporated in England and Wales under registration number 04299901, Lionbrook Nominee (44/48 Bow Lane) No.2 Limited incorporated in England and Wales under registration number 04299907, Lionbrook Property Partnership Nominee No.1 Limited incorporated in Scotland under registration number SC084451, Lionbrook Property Partnership Nominee No.3 Limited incorporated in Scotland under registration number SC113057, Reading Retail Park Limited incorporated in England and Wales under registration number 04877475, and Lionbrook (Clock Towers, Rugby) No.1 Limited incorporated in England and Wales under registration number 05088623.

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

"Original Guarantors" means ING Lionbrook (General Partner) Limited as general partner of the ING Lionbrook Property Fund incorporated in England and Wales with registration number LP005501, ING Lionbrook (General Partner) Limited as general partner of the West Five Limited Partnership incorporated in England and Wales with registration number LP11600, Lionbrook Nominee (1/9 Bow Lane) No.1 Limited incorporated in England and Wales with registration number 04299891, Lionbrook Nominee (1/9 Bow Lane) No.2 Limited incorporated in England and Wales with registration number 04299897, Lionbrook Nominee (49/52A Bow Lane) No.1 Limited incorporated in England and Wales with registration number 04299913, Lionbrook Nominee (49/52A Bow Lane) No.2 Limited incorporated in England and Wales with registration number 04299926, Lionbrook Nominee (44/48 Bow Lane) No.1 Limited incorporated in England and Wales with registration number 04299901, Lionbrook Nominee (44/48 Bow Lane) No.2 Limited incorporated in England and Wales under registration number 04299907, Lionbrook Property Partnership Nominee No.1 Limited incorporated in Scotland with registration number SC084451, Lionbrook Property Partnership Nominee No.3 Limited incorporated in Scotland with registration number SC113057, Reading Retail Park Limited incorporated in England and Wales with registration number 04877475, Lionbrook (Clock Towers, Rugby) No.1 Limited incorporated in England and Wales with registration number 05088623, and Maurant and Co Trustees Limited incorporated in Jersey with registration number 18478 and Maurant Property Trustees Limited incorporated in Jersey with registration number 87660 in their joint capacities as joint trustees of Greenford Unit Trust.

"Original Lender" means the Agent.

"Party" means a party to the Credit Agreement.

"Portfolio Properties" means,

(A) each property listed in Schedule 8 (*Portfolio*) of the Credit Agreement; and

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 6 of 8

NAME OF CHARGOR: LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 1 LIMITED

COMPANY NUMBER: SC084451

- (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*) (as the case may be) of the Credit Agreement,

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".

"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 each Debenture.

"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.

"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;

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 7 of 8

NAME OF CHARGOR: LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 1 LIMITED

COMPANY NUMBER: SC084451

- (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).

"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.

"Security Documents" means each Debenture, each 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 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.

"Share Mortgage" means each first ranking share mortgage granted or to be 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.

"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 Borrowers.

"Unitholders" means:

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

"Unit" means each Unit issued in each Unit Trust.

"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.

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED:

CONTINUATION SHEET 8 of 8

NAME OF CHARGOR: LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO. 1 LIMITED

COMPANY NUMBER: SC084451

"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 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 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.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 84451

CHARGE NO. 26

I HEREBY CERTIFY THAT A CHARGE CREATED BY
LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO 1
LIMITED

ON 31 MARCH 2009

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 8 APRIL 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 14 APRIL 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES