

MR01

Particulars of a charge

26/809379
IRIS Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is
instrument. Use form MR08.

THURSDAY



S2179M21
SCT 03/10/2013 #742
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☐ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number

S C 0 8 4 4 5 1

Company name in full

Lionbrook Property Partnership Nominee No. 1 Limited

3 0

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

3 0 10 2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name

Wells Fargo Bank N.A., London Branch, as Agent and Trustee

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

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

Description

Clock Towers Shopping Centre and 47/48 Chapel Street, Rugby; Hedge End Retail Park, Botley Road, Eastleigh, Hampshire; Reading Retail Park, Oxford Road, Reading, Berks, Euroway, Mills Road, Aylesford, Kent, ME20 7UB; Shannon Retail Park, Burlington Road, New Malden, Surrey; Townsmoor Retail Park, Blackburn; Robin Leisure Park, Robin Park Road, Wigan, WN5 0UY; 37/38 Golden Square, London, 4 to 7 Upper James Street, London, 36 and 38 Beau Street, London; 49-52a, Bow Lane and 11 Well Court, London, City of London, EC4; 1/9, Bow Lane, 72-73 Watling Street and 9/12 Bow Churchyard, London, EC4; Thornton Road Industrial Estate, Peall Road, Croydon, CR9 3EX; 44-48 Bow Lane and 13 Well Court, London, EC4; Wellington Park, Hedge End, Southampton, Hants, SO30 2QU; IBM Site, Greenford Road, Greenford, Middlesex; Room 404, Units 1 and 2, Norrey's Drive, Maidenhead; Land on the south side of Western Avenue, north side of East Acton Lane and west side of Old Oak Common Lane, Acton; 22 College Hill, London; Land and buildings on the east side of Blackfriars Road, the south side of Burrell Street and the west side of Chancel Street; Globe Lane Industrial Estate, Globe Lane, Dukinfield; and all of the chargor's intellectual property rights.

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X S. S. L. L. L. X

FOR BURNES PAUL LLP

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Scott Wilson

Company name Burness Paull LLP

Address 120 Bothwell Street

Post town Glasgow

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 instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



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 mortgage or charge filed on paper.

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 84451

Charge code: SC08 4451 0030

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th September 2013 and created by LIONBROOK PROPERTY PARTNERSHIP NOMINEE NO 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2013.

Given at Companies House, Edinburgh on 7th October 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



HERBERT
SMITH
FREEHILLS

Certified a true copy
Glasgow 2.10.03
S. Sum L. Q.
for and on behalf of Burness Paul LLP

EXECUTION VERSION

30 September 2013

THE PERSONS LISTED IN SCHEDULE 1 TO THIS SUPPLEMENTAL CHARGE

as chargors

and

WELLS FARGO BANK N.A., LONDON BRANCH

as agent and trustee

SUPPLEMENTAL CHARGE

Herbert Smith Freehills LLP

THE UNIVERSITY OF CHICAGO

THIS SUPPLEMENTAL CHARGE is made on 30 September 2013
BETWEEN:

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

BACKGROUND

- (A) The Chargors have entered into a supplemental agreement dated on or about the date of this 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 amended from time to time and made between, among others, CBRE Lionbrook (General Partner) Limited as general partner of 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 the Original Debenture (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 Original Debenture secure payment of the Secured Liabilities but enter into this Supplemental Charge in case they do not.
- (D) This Supplemental Charge is supplemental to the Original Debenture (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 Supplemental Charge or unless a contrary intention appears, bear the same meaning when used in this Supplemental Charge and the following term has the following meaning:

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

- 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 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 Supplemental Charge as though they were set out in full in this Supplemental Charge except that references to "this Agreement" in the Facility Agreement are to be construed as references to this Supplemental Charge.
- 1.2.2 No term of this Supplemental Charge is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Supplemental Charge.

1.3 Security Trust Provisions

The Agent holds the benefit of this 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 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 Supplemental Charge by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 Effect as a Deed

This 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 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 Supplemental Charge are incorporated into this Supplemental Charge.

1.7 Joint and Several

The obligations of the Chargors under this 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 Supplemental Charge.

1.10 Proceeds of Sale

Unless the context otherwise requires, a reference to a Charged Asset includes the proceeds of sale of a Charged 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 Schedule 2 (*Real Property*) to the Original Debenture and as reproduced 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 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 supplemental charge dated 30 September 2013 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 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 Charged 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 Charged 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 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 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 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 Supplemental Charge purports to create a first fixed Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Original Debenture until such time as the Security created by the Original Debenture ceases to have effect.
- 4.2 Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Debenture and the same asset or right is expressed to be assigned again under this Supplemental Charge, that second 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 Original Debenture ceases to have effect at a time when this Supplemental Charge still has effect.

5. INCORPORATION

The provisions of clauses 5 (*Further Assurance*) to 23 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Charge as though they were set out in full in this Supplemental Charge except that references to "this Debenture" in the Original Debenture are to be construed as references to "this Supplemental Charge".

6. CONTINUATION

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

7. COUNTERPARTS

This 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 Supplemental Charge.

8. LAW

This 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 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 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 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 Lionbrook (General Partner) Limited as general partner of the CBRE Lionbrook Property Fund	England & Wales	LP005501
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
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 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

Euoway, 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 0UY	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 Beau 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

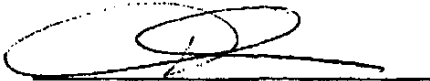
London, EC4		and Lionbrook Nominee (49/52A Bow Lane) No. 2 Limited (company number 4299926) whose registered offices are at 3 rd Floor, One New Change, London EC4M 9AF	
1/9, Bow Lane, 72-73 Watling Street and 9/12 Bow Churchyard, London, EC4	NGL141532-Freehold	Lionbrook Nominee (1/9 Bow Lane) No. 1 Limited (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. 2 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	Partnership

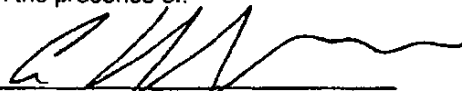
THE CHARGORS

CBRE LIONBROOK (GENERAL PARTNER) LIMITED as general partner of **CBRE LIONBROOK PROPERTY FUND**

EXECUTED AS A DEED by)
CBRE LIONBROOK (GENERAL)
PARTNER) LIMITED)
acting by)


Director

in the presence of:


Signature of witness


GRAHAM UNSELGRAVE

Name of Witness
(in BLOCK CAPITALS)

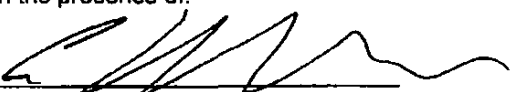
Address of Witness

LACON HOUSE
84 THEOBALD'S ROAD
LONDON
WC1X 8RW

EXECUTED AS A DEED by)
CBRE LIONBROOK (GENERAL)
PARTNER) LIMITED)
acting by)


Director

in the presence of:


Signature of witness

GRAHAM UNSELGRAVE

Name of Witness
(in BLOCK CAPITALS)

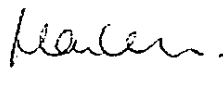
Address of Witness

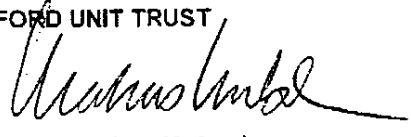
LACON HOUSE
84 THEOBALD'S ROAD
LONDON
WC1X 8RW

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

EXECUTED AS A DEED by
PAVILION TRUSTEES LIMITED

acting by

) 
)
) Marc John Haslam
) Director



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

) 
)
) Marc John Haslam
) Director


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

.....

.....

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

Director

in the presence of:

Signature of witness

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

Address of Witness

.....
.....

EXECUTED AS A DEED by)
LIONBROOK NOMINEE (49/52A 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

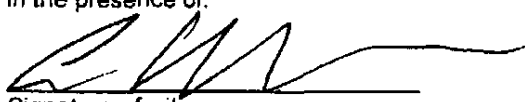
EXECUTED AS A DEED by)
LIONBROOK NOMINEE (1/9 BOW)
LANE) NO.1 LIMITED)

acting by)



Director

in the presence of:



Signature of witness

GRAHAM HASLEGRAVE

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARNO LLP

LACOW HOUSE

84 THROBORN ROAD

LONDON


WC2R 8RW

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

acting by)


Director

in the presence of:


Signature of witness

Graham Haselgrove

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP

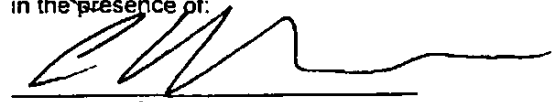
LALON HOUSE, 84 TAGBOARDS ROAD
LONDON, WC1X 8TW

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

acting by)


Director

in the presence of:


Signature of witness

Graham Haselgrove

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

NABARRO LLP

LALON HOUSE, 84 TAGBOARDS ROAD
LONDON, WC1X 8TW

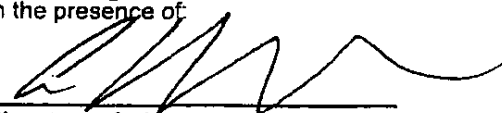
EXECUTED AS A DEED by)
LIONBROOK NOMINEE (49/52A BOW)
LANE) NO.2 LIMITED)

acting by)



Director

in the presence of:



Signature of witness

GRAHAM HASSELLING


Name of Witness
(in BLOCK CAPITALS)

Address of Witness

HABANO LP, LA CON HOUSE,
84 THEOBALDS ROAD, LONDON
WC1X 8PL

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

acting by)



Director

in the presence of:



Signature of witness

GRAHAM HASSELLING

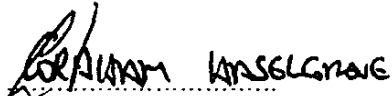
Name of Witness
(in BLOCK CAPITALS)

Address of Witness

HABANO LP, LA CON HOUSE,
84 THEOBALDS ROAD, LONDON,
WC1X 8PL

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

acting by)



Name of Witness
(in BLOCK CAPITALS)

Address of Witness
MASSIMO LIR
LACON HOUSE, 84 THEOBALD'S ROAD,
LONDON, W6LX 8RW

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

acting by)




Name of Witness
(in BLOCK CAPITALS)

Address of Witness
MASSIMO LIR, LACON HOUSE,
84 THEOBALD'S ROAD, LONDON
W6LX 8RW


Director

in the presence of


Signature of witness

Director

in the presence of


Signature of witness

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

acting by)

Director

in the presence of:

Signature of witness

GRAHAM HASGLENOR

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

MAGNUM LLP, 84 THEOBALDS ROAD,
LONDON, WC1X 8PL

EXECUTED AS A DEED by)
READING RETAIL PARK LIMITED)

acting by)

Director

in the presence of:

Signature of witness

GRAHAM HASGLENOR

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

MAGNUM LLP, 84 THEOBALDS ROAD,
LONDON WC1X 8PL

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

PAUL ADAM HAYNES

for and on behalf of

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

)
)
)
)

P.A.H.

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

acting by

)
)
)
)
)

Director

in the presence of:

Signature of witness

GRAHAM WASELHANE

Name of Witness
(in BLOCK CAPITALS)

Address of Witness

100 MARLBOROUGH RD,
84 TAGEBROOK ROAD,
LONDON, WC1X 8RU

THE AGENT

Signed by

)
)
)
)
)

for and on behalf of

WELLS FARGO BANK N.A.,
LONDON BRANCH