

MG01s

Particulars of a charge created by a company registered in Scotland



COMPANIES HOUSE
FEE PAID
EDINBURGH

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register
particulars of a charge created by a
Scottish company.

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

TUESDAY



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SCT

22/03/2011

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COMPANIES HOUSE

COMPANIES HOUSE

1	Company details	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> For official use
Company number	S C 1 3 9 1 2 3	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Fountains Walk Limited as general partner for and on behalf of The Fountains Walk Limited Partnership (the "Charging Company")	
2	Date of creation of charge	
Date of creation	d1 d1 m0 m3 y2 y0 y1 y1	
3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc.	
Description	Deed of Accession and Charge to a Guarantee and Debenture (the "Agreement")	
4	Amount secured	
	Please give us details of the amount secured by the charge.	
Amount secured	All monies and liabilities constituting the Chargor's Indebtedness to any Secured Party under or in connection with the Secured Documents. Please see continuation sheet for definitions in this Form MG01s.	Continuation page Please use a continuation page if you need to enter more details.

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

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

Continuation page

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

Name

Bank of Scotland plc (the "Security Agent")

Address

The Mound, Edinburch

Postcode

E H 1 1 Y Z

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

Please see continuation sheet in this Form MG01s.

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

Please see continuation sheet in this Form MG01s.

- ^① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

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

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

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

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

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

Commission, allowance or discount

Nil

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature ②

Please sign the form here.

Signature

Signature

X

for and on behalf of
Maclay Murray & Spens LLP

X

② Signature

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

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Presenter information

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

Contact name QMB/BAN/13/4526

Company name
Maclay Murray and Spens LLP

Address Quartermile One

15 Lauriston Place

Post town Edinburgh

County/Region

Postcode E H 3 9 E P

Country

DX

Telephone 0131 228 7093



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
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

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

1. **Assignments**

The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns to the Security Agent:
 - 1.1 All of its rights, title and interest from time to time in respect of any sums payable to it pursuant to any Insurance Policies;
 - 1.2 All of its rights, title and interest from time to time in respect of any Hedging Agreements to which it is a party;
 - 1.3 All its rights, title and interest from time to time in respect of any debts owing to it as described in Schedule 7 (*Details of debts owing to a Chargor by another member of the Group which are subject to a fixed charge*) to the Agreement, a copy of which is annexed to this continuation sheet; and
 - 1.4 All its right, title and interest from time to time (if any) in respect of the Valad Europe Undertaking.
2. **Fixed Security**

The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent:
 - 2.1 By way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry as described in Schedule 2 (*Registered Land to be mortgaged*) to the Agreement a copy of which is annexed to this continuation sheet;
 - 2.2 By way of legal mortgage, all Land in England and Wales now vested in it and not registered at the Land Registry;
 - 2.3 By way of fixed charge:
 - 2.3.1 all other Land which is now, or in the future becomes, its property;
 - 2.3.2 all interest and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it;
 - 2.3.3 all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2 of the Agreement;
 - 2.3.4 all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - 2.3.5 all Specified Securities which are now its property, including all proceeds of sale derived from them;

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- 2.3.6 all Specified Securities in which the Chargor may in the future acquire an interest (legal or equitable), including all proceeds of sale derived from them;
- 2.3.7 all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Securities;
- 2.3.8 all Derived Rights of an income nature now or in the future accruing or offered in respect of its Specified Securities;
- 2.3.9 all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting in which relate to Fixed Charge Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) (excluding all its rights, title and interest in respect of the Insurance Policies assigned to the Security Agent under Clause 3.1 (*Assignments*) of the Agreement);
- 2.3.10 all its goodwill and uncalled capital for the time being;
- 2.3.11 all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- 2.3.12 all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- 2.3.13 the benefit of all agreements and licenses now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- 2.3.14 all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- 2.3.15 all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in Clauses 3.2(c)(xi) to (xii) inclusive of the Agreement;
- 2.3.16 all trade debts now or in the future owing to it;
- 2.3.17 all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- 2.3.18 the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset;

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Please give the short particulars of the property charged.

Short particulars

2.3.19 all its interests and rights (if any) in or to any money at any time standing to the credit of the Holding Account;

2.3.20 all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of Clause 3.2 of the Agreement.

3. Creation of floating charge

The Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:

3.1 all its Assets except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in Clause 3.2 (*Fixed Security*) of the Agreement including any Assets comprised with a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Agreement; and

3.2 without exception, all its Assets insofar as they are for the time being situated in Scotland.

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

1. Creation of a floating charge:

The Chargor shall not create and Security Interest over any Asset (whether giving priority over, or ranking pari passu with or subject to, the floating charge, or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Agreement with respect to any such Asset, and the Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business or except as expressly permitted by the terms of any Secured Document.

2. Priority:

- 2.1 Any fixed Security Interest created by the Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the Floating Charge created by Clause 3.3 (*Creation of a floating charge*) of the Agreement.
- 2.2 Any Security Interest created in the future by the Chargor (except in favour of the Security Agent) shall be expressed to be subject to the Agreement and shall rank in order of priority behind the charges created by the Agreement.
- 2.3 Any Security Interest created by the Chargor under the Agreement shall rank in order of priority behind any charges listed in Schedule 5 (*Details of Existing Security*) of the Agreement and any other Existing Security, and such Security Interests are expressly made subject to the same.

3. Negative pledge and other restrictions:

The Chargor shall not, without the prior written consent of the Security Agent (or as expressly permitted under any Secured Document):

- 3.1 create, or agree or attempt to create, or permit to subsist, any Security (except under the Transaction Security Documents and the Existing Security) or any trust over any of its Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Chargor's business) to arise or subsist over any of its Assets;
- 3.2 sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Charge Assets, or part with possession or ownership of them, or purport or agree to do so;
- 3.3 the amount secured by the Existing Security or agree to make any material amendment to its terms.

¹ In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

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Please give the short particulars of the property charged.

Short particulars

Definitions:

"2006 Act" means the Companies Act 2006;

"Assets" means, in relation to the Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them (including all its interests and rights (if any) in or to any money at any time standing to the credit of any bank account);

"Chargor" means each entity named in Schedule 1 of the Agreement (a copy of which has been annexed to this continuation sheet) (*The New Chargors*) and (with effect from its accession) each other entity which executes a Deed of Accession and Charge;

"Control" means:

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the company;
 - (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the company; or
 - (iii) give directions with respect to the operating and financial policies of the company with which the directors or other equivalent officers of the company are obliged to comply; or
- (b) the holding beneficially of more than 50% of the issued share capital of the company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

"Deed of Accession and Charge" means a Deed of Accession and Charge substantially in the form set out in Part 1 of Schedule 4 (*Form of Deed of Accession and Charge for a New Chargor*) to the Agreement (a copy of which is annexed to this continuation sheet).

"Derivative Rights" includes:

- (a) allotments, rights, money or property arising at any time in relation to any of the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Securities; and
- (c) stock, shares and securities offered in addition to or substitution for any of the Securities.

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Short particulars

"EIT Facility Letter" means the facility letter dated as of 25 June 2008 between, amongst others, Bedell Corporate Trustees Limited acting in their capacity as joint trustees of VPT European Investments Trust (as borrower) and Bank of Scotland plc as amended, restated, supplemented or varied from time to time.

"Existing Security" means the mortgages and charges set out in Schedule 5 (*Details of Existing Security*) of the Agreement (a copy of which is annexed to this continuation sheet) for so long as they continue in force and any other Security granted in favour of BoS or any other Security as disclosed to BoS on or prior to the date hereof as described in Clause 21.1 (c) of the Valad Facility Agreement.

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage or fixed charge created by Clause 3.2 (*Fixed Security*) of the Agreement.

"Group" means the Parent and its Subsidiaries for the time being.

"Hedge Counterparty" means any person which has become a Party as Hedge Counterparty in accordance with Clause 26.8 of the Valad Facility Agreement (*Affiliates of Lenders as Hedge Counterparties*) which is, or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement and the Hedging Letter.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facilities and the credit facilities made available to the Group under the Existing Facility Agreements which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged and excluding the Existing Hedging Agreements (each term as defined in the Valad Facility Agreement unless otherwise defined in the Debenture).

"Hedging Letter" has the meaning given to that term in the Valad Facility Agreement.

"Holding Account" has the meaning given to that term in the Valad Facility Agreement.

"Hurst Facility Letter" means the revolving credit facilities agreement dated 16 October 2003 between, amongst others, Valad (Hurst) Limited (formerly Scamp Holdings Limited), Valad Properties (UK) Limited (formerly Ancient Mariner Properties Limited), Valad Property Holdings (UK) Limited (formerly SDG (Holdings) plc) and Bank of Scotland plc as amended, restated, supplemented or varied from time to time.

"Indebtedness" means any obligation for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges.

"Insurance Policy" means any policy of insurance or assurance in which the Chargor has at any time an interest.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products), anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

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"**Intercreditor Agreement**" means the intercreditor agreement dated on or about the date of the Agreement and made between, among others, the Parent, the Company, the Debtors, Bank of Scotland plc (as Security Agent, Agent and Arranger), the Lenders (as Senior Lenders), the Hedge Counterparties, and the Intra-Group Lenders (each term as defined in the Intercreditor Agreement, if not otherwise defined in the Agreement).

"**Land**" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"**Parent**" means D.U.K.E. Real Estate Limited (formerly known as Valad (Hurst) Limited), a limited liability company incorporated in Scotland under the 1985 Act with registered number SC257226.

"**Secured Documents**" means:

- (a) the VCP Master Agreement and each of the Master Documents and the Local Finance Documents (each as defined in the VCP Master Agreement);
- (b) the VEURO Master Agreement and each of the Master Documents and the Local Senior Finance Documents (each as defined in the VEURO Master Agreement);
- (c) the Hurst Facility Letter and each of the BoS Documents (as defined in the Hurst Facility Letter);
- (d) the EIT Facility Letter and each of the BoS Documents (as defined in the EIT Facility Letter);
- (e) the Valad Facility Agreement and each of the Finance Documents (as defined in the Valad Facility Agreement);
- (f) the Agreement; and
- (g) any other document entered into by any Chargor in connection with any of the foregoing and any variation to it, and any other document or agreement entered into from time to time which is designated as such by the Parent and the Security Agent.

"**Secured Parties**" means the entities listed in Part A of Schedule 3 of the Agreement as annexed to this continuation sheet and any Hedge Counterparty.

"**Secured Sums**" means all Indebtedness covenanted and/or guaranteed to be paid or discharged by the Chargors to the Security Agent for the Secured Parties under Clause 2.1 (Guarantee and Covenant to pay) of the Agreement.

"**Securities**" means all shares, stock, debentures, debenture stick, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

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

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Please give the short particulars of the property charged.

Short particulars

"Security Interest" includes any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, title retention or other security interest securing any obligation of any person or any other agreement having a similar effect.

"Specified Securities" means, in relation to the Chargor, all Securities;

- (a) which now or in the future represent a holding in a Subsidiary of the Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the 2006 Act "30 per cent or more" were substituted for "a majority";
- (b) which are now or in the future held in the name of the Security Agent or its nominee or to its order;
- (c) the certificates for which are now or in the future deposited by the Chargor with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee; or
- (d) which are listed in Schedule 8 (*Details of Specified Securities*) to the Agreement, a copy of which is annexed to this continuation sheet.

"Subsidiary" means an entity of which a person:

- (a) has direct or indirect Control; or
- (b) owns directly or indirectly more than fifty per cent. (50%) of the share capital of similar right of ownership; or
- (c) is entitled to receive more than fifty per cent. (50%) of the dividends or distributions.

"Transaction Security Document" means this Agreement and any other document designated as such by the Security Agent and the Parent.

"Valad Europe Undertaking" means the deed of undertaking dated on or about the date of this Debenture between Valad (Europe) plc, Valad Capital Limited and Valad Property Holdings (UK) Limited.

"Valad Facility Agreement" means the senior multicurrency term and capex facilities agreement dated 30 June 2009 between, amongst others, Valad (Hurst) Limited, Valad Property Holdings (UK) Limited (as original borrower) and Bank of Scotland plc (as mandated lead arranger, agent and security agent) as amended, restated, supplemented or varied from time to time.

"VCP Master Agreement" means the master agreement dated 21 October 2005 between, amongst others, Valad Continental Partners Limited (as the parent), Valad Continental Partners II B.V. (as the Dutch parent) and Bank of Scotland plc (as arranger, agent, original commitment provider and security agent) as amended, restated, supplemented or varied from time to time.

"VEURO Master Agreement" means the master agreement dated 28 February 2007 between, amongst others, VEURO Holdings B.V. (formerly SCEURO Holdings B.V.) (as the parent) and Bank of Scotland plc (as arranger, agent, original commitment provider and security agent) as amended, restated, supplemented or varied from time to time.

SCHEDULE 1
THE NEW CHARGORS

Name of New Chargor	Registration number and jurisdiction of incorporation	Address for service
Valad & Benchmark Estates Limited	4114371 England and Wales	2 nd floor Building 3125 Century Way Thorpe Park Leeds LS15 8ZB
Nimbus Enterprise Park Management Company Limited	5987577 England and Wales	2 nd floor Building 3125 Century Way Thorpe Park Leeds LS15 8ZB
Valmac Developments Limited	6279835 England and Wales	2 nd floor Building 3125 Century Way Thorpe Park Leeds LS15 8ZB
Fountains Walk Limited	SC139123 Scotland	2 nd floor Building 3125 Century Way Thorpe Park Leeds LS15 8ZB
Fountains Walk Trustee Limited	3216675 England and Wales	2 nd floor Building 3125 Century Way Thorpe Park Leeds LS15 8ZB
The Fountains Walk Limited Partnership	LP005168 England and Wales	2 nd floor Building 3125

		Century Way Thorpe Park Leeds LS15 8ZB
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SCHEDULE 2

Freehold and Leasehold land to be mortgaged

Name of the New Chargor/ Registered Proprietor	Description of Property	Title Number
Fountains Walk Limited and Fountains Walk Trustee Limited	Freehold land being 50 to 53 Taff Street, 56 and 58 Taff Street, land on the East Side of Temperance Place, 1, 1A, 2 and 3A Gas Road, Pontypridd, Rhonda Cynon- Taff	WA123958
Valad & Benchmark Estates Limited	Freehold property known as Unit 7, Henwood Industrial Estate, Ashford, TN24 8DH	K432203
Valad & Benchmark Estates Limited	Leashold property known as Phase 5 Lordswood Industrial Estate Gleaming Wood Drive Chatham comprised in a lease dated 30 September 2005 made between (1) SG Hambros Trust company Limited and (2) Valad & Benchmark Estates Limited	N/A
Valad & Benchmark Estates Limited	Freehold land being land and buildings at Liphook Way, Allington, Maidstone	K653051
Valad & Benchmark Estates	Freehold property known as land lying to the south west of Ashford By-Pass, Ashford	K282865
Valad & Benchmark Estates Limited	Freehold propert known as Falcon Court, 73 College Road, Maidstone, ME15 6TF	K556795
Valad & Benchmark Estates Limited	Freehold land at the back of 71 College Road, Maidstone, ME15 6SX	K475948
Valad & benchmark Estates Limited	Freehold land at Link Park, Lympne, Hythe	K938947

The address for service of the Security agent in the case of registered land is: Bank of Scotland plc, New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN

EXECUTION

EXECUTED AND DELIVERED as a deed by

Valad & Benchmark Estates Limited



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 139123

CHARGE NO. 5

I HEREBY CERTIFY THAT A CHARGE CREATED BY
FOUNTAINS WALK LIMITED

ON 11 MARCH 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 22 MARCH 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 23 MARCH 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES