

A/C 00400041/13

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COMPANIES FORM No. 395 Particulars of a mortgage or charge



395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

114

03196202

Name of company

* **LEND LEASE EUROPE LIMITED** (incorporated in England and Wales) whose registered office is situated at 19 Hanover Square, London W1S 1HY (the "Chargor"),

Date of creation of the charge

7 October 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Charge over shares in Greenwich Peninsula N0204 Block A GP Limited and Greenwich Peninsula N0204 Block B GP Limited dated 7 October 2008 and made between (1) Lend Lease Europe Limited and (2) Lloyds TSB Bank Plc as security trustee of the Secured Finance Parties (as defined below) (the "Security Trustee")(the "Charge")

Amount secured by the mortgage or charge

See Rider 1.

Names and addresses of the mortgagees or persons entitled to the charge

LLOYDS TSB BANK PLC
25 GRESHAM STREET, LONDON

Postcode EC2V 7HN

Please return via
CH London Counter

Presenter's name address and reference (if any)

CMS Cameron McKenna LLP
~~Mitre House~~
~~160 Alderogate Street~~
London
Return to CH.
~~EC1A 4DD~~ London

KRHO/HADA/110125 46

For official Use (06/2005)
Mortgage Section

Post room

MONDAY



LD5 20/10/2008 63
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Rider 2

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NOT APPLICABLE

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Signed *CMS Cameron McKenna LLP*

Date 20 October 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 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 must be made payable to **Companies House**.

Form M395 – Particulars of a Mortgage or Charge

NAME OF COMPANY: Lend Lease Europe Limited (the "Chargor")
COMPANY NUMBER: 03196202
DOCUMENT: Charge over shares in Greenwich Peninsula N0204 Block A GP Limited and Greenwich Peninsula N0204 Block B GP Limited dated 7 October 2008 and made between (1) Lend Lease Europe Limited and (2) Lloyds TSB Bank Plc as security trustee of the Secured Finance Parties (as defined below) (the "Security Trustee")(the "Charge")

RIDER 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All present and future indebtedness, monies, obligations and liabilities of the Chargor, the Obligors (as defined below), each other member of the Group (as defined below) and each other Security Provider (as defined below) to the Secured Finance Parties (as defined below) under the Finance Documents (as defined below) (including the Charge), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses (as defined below) and all interest (the "Secured Liabilities")

RIDER 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Charges

- 1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Finance Parties) by way of first fixed charge all of its present and future right, title and interest in and to the following assets
 - 1 1 1 all Securities (as defined below), and
 - 1 1 2 all Related Rights (as defined below)
- 1 2 The Secured Liabilities shall include interest thereon from the same falling due for payment from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner specified in Clauses 8 3 to 8 6 (*Default Interest*) of the Facilities Agreement (as defined below), provided that, in the case of any Expense (as defined below), such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any notice or demand being made for payment

NOTES

A The Charge contains the following covenants:

1. *Negative Pledge*

The Chargor shall not create or extend or permit to arise or subsist any Security (as defined below) or any trust over the whole or any part of the Charged Property (as defined below) other than as permitted under the Facilities Agreement (as defined below)

2. *Restriction on Disposals*

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, assign, lend or otherwise dispose of the whole or any part of the Charged Property (as defined below), other than as permitted under the Facilities Agreement (as defined below)

DEFINITIONS AND INTERPRETATION

All defined terms and expressions used herein shall, if not otherwise defined, have the following meanings and any terms not here defined shall have the meaning given to such term in the Charge:

“**Agent**” means Lloyds TSB Bank plc

“**Ancillary VAT Facility**” means any ancillary facility provided or to be provided by a Lender to the Borrower in respect of recoverable VAT, with the consent of the Agent on behalf of all the lenders

“**Arranger**” means Lloyds TSB Bank plc

“**Borrower**” means GREENWICH PENINSULA N0204 BLOCK A GP LIMITED (a company incorporated in England and Wales with Company No 6311926) whose registered office is situated at 16 Grosvenor Street, London W1K 4QF (the “**Block A General Partner**”) as general partner of GREENWICH PENINSULA N0204 BLOCK A LIMITED PARTNERSHIP (a limited partnership registered in England and Wales with number LP012614) and GREENWICH PENINSULA N0204 BLOCK B GP LIMITED (a company incorporated in England and Wales with Company No 6311922) whose registered office is situated at 16 Grosvenor Street, London W1K 4QF (the “**Block B General Partner**”) as general partner of GREENWICH PENINSULA N0204 BLOCK B LIMITED PARTNERSHIP (a limited partnership registered in England and Wales with number LP012613)

“**Charge over Shares**” means each charge of the shares of the General Partners and made between Quintain Estates and Development plc (1) and the Security Trustee (2) or Lend Lease Europe Limited (1) and the Security Trustee (2)

“**Charged Property**” means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Charge

“**Companies**” means Greenwich Peninsula N0204 Block A GP Limited (a company incorporated in England and Wales with Company No 6311926) and Greenwich Peninsula

N0204 Block B GP Limited (a company incorporated in England and Wales with Company No 6311922) (and “**Company**” means either of them)

“**Cost Overrun Guarantee**” means the guarantees in an agreed form to be given to the Security Trustee by Quintain Estates and Development plc and Lend Lease Europe Limited respectively, in respect of any Cost Overrun

Delegate means any person appointed by the Security Trustee or any Receiver pursuant to Clauses 12.2 to 12.4 (*Delegation*) of the Charge and any person appointed as attorney of the Security Trustee and/or Receiver or Delegate

“**Equity Guarantee**” means the guarantees in an agreed form to be given to the Security Trustee by Quintain Estates and Development plc and Lend Lease Europe Limited

“**Expenses**” means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed or in exercising any rights, powers or remedies provided by or pursuant to this Deed (including any right or power to make payments on behalf of the Chargor under the terms of this Deed) or by law in each case on a full indemnity basis

“**Facilities Agreement**” means an agreement dated 1 August 2008 and made between, amongst others, (1) GREENWICH PENINSULA N0204 BLOCK A GP LIMITED (a company incorporated in England and Wales with Company No 6311926) as general partner of GREENWICH PENINSULA N0204 BLOCK A LIMITED PARTNERSHIP (registered with no LP012614) and GREENWICH PENINSULA N0204 BLOCK B GP LIMITED (a company incorporated in England and Wales with Company No 6311922) as general partner of GREENWICH PENINSULA N0204 BLOCK B LIMITED PARTNERSHIP (registered with no LP012613) as borrower (2) LLOYDS TSB BANK PLC as mandated lead arranger, (3) LLOYDS TSB BANK PLC as original lender, (4) LLOYDS TSB BANK PLC as agent of the other Finance Parties and (5) the Security Trustee

“**Fee Letter**” means any letter or letters dated on or about the date of the Facilities Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in Clause 11 (*Fees*) of the Facilities Agreement

“**Finance Document**” means the Facilities Agreement, any Fee Letter, any Security Document, any Ancillary VAT Facility, any Hedging Agreement (other than for the purposes of Clause 12 (*Tax gross up and indemnities*), Clause 13 (*Increased costs*) and Clause 32 (*Set off*) of the Facilities Agreement) and any other document designated as such by the Agent and the Borrower

“**General Partners**” means the BLOCK A GENERAL PARTNER and the BLOCK B GENERAL PARTNER,

“**GPRL**” means GPRL Development Company Limited (incorporated in England and Wales with Company No 6346962) whose registered office is situated at 19 Hanover Square, London W1S 1HY

“**Group**” means the Borrower, the General Partners and each of their Subsidiaries for the time being

“Hedging Agreement” means each interest rate swap or other hedging arrangements entered into pursuant to Clauses 20 10 and 20 11 (*Hedging*) of the Facilities Agreement

“Hedge Counterparty” means Lloyds TSB Bank Plc,

“Initial Security Providers” means Lend Lease Europe Limited, Quntain Estates and Development plc, GPRL, MDL and Lend Lease Corp

“Interest Guarantee” means the guarantees in an agreed form to be given to the Security Trustee by Quntain Estates and Development plc and Lend Lease Europe Limited respectively for a period from the date of the Facilities Agreement until repayment in full of all Loans and all other amounts outstanding under the Finance Documents

“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 Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement

“Lend Lease Corp” means Lend Lease Corporation Limited (registered in Australia with ABN 32 000 226 228) whose registered office is situated at Level 4, 30 The Bond, 30 Hickson Road, Millers Point, NSW 2000, Australia

“Loan” shall have the meaning given thereto in the Facilities Agreement

“MDL” means Meridian Delta Limited (a company incorporated in England and Wales with Company No 4250941) whose registered office is situated at 142 Northolt Road Harrow Middlesex HA2 0EE

“Nominees” means together the BLOCK A NOMINEES and the BLOCK B NOMINEES

“Obligors” means the Borrower, each of the General Partners and each of the Nominees and each is an **“Obligor”**

“Original Lender” means Lloyds TSB Bank plc

“Party” means a party to the Facilities Agreement

“Receiver” means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property

“Related Rights” means

- (a) all dividends, interest and other distributions of any kind and any other moneys paid or payable from time to time in respect of any of the Securities,
- (b) all allotments, accretions, rights, shares, securities, money or other property accruing, offered or issued from time to time by way of bonus, capitalisation, conversion,

preference, option, substitution, exchange, redemption or otherwise in respect of any of the Securities, and

- (c) all other rights, assets and advantages from time to time attaching to or deriving from or exercisable by virtue of the ownership of any of the Securities

“Securities” means all shares in the capital of the Companies from time to time legally and beneficially owned by the Chargor or in which the Chargor has an interest, including, without limitation, the shares specified in Schedule 1 (*Details of Securities*) of this Form M395

“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

“Security Document” shall have the meaning given thereto in the Facilities Agreement

“Security Providers” means

- (a) the Initial Security Providers, and
- (b) any person which has entered into a Charge over Shares, an Equity Guarantee, an Interest Guarantee or a Cost Overrun Guarantee,

which in each case has not ceased to be a Security Provider or shareholder in the General Partners in accordance with the terms of the Facility Agreement, a Charge over Shares, the Equity Guarantee, the Interest Guarantee, the Cost Overrun Guarantee and the Shareholders’ Agreement

“Secured Finance Party” means the Agent, the Arranger, a Lender, the Security Trustee and a Hedge Counterparty

“Shareholders’ Agreement” means the shareholders’ agreement dated 27 November 2007 and made between Lend Lease Europe Limited (1) Quintain Estates and Development plc (2) and The General Partners (3)

“Subsidiary” means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

Schedule 1

Details of Securities

Shares

Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Registered holder	Percentage of issued share capital
Greenwich Peninsula N0204 Block A GP Limited	One	Ordinary share, £1	The Chargor	50%
Greenwich Peninsula N0204 Block B GP Limited	One	Ordinary share, £1	The Chargor	50%



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 3196202
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 7
OCTOBER 2008 AND CREATED BY LEND LEASE EUROPE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY, THE OBLIGORS, EACH OTHER
MEMBER OF THE GROUP, AND EACH OTHER SECURITY
PROVIDER TO THE SECURED FINANCE PARTIES ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 20 OCTOBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER
2008

LC
p/ocm



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES