

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect  
of each register entry for a mortgage or charge.



# 395

Pursuant to section 395 of the Companies Act 1985

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

NW/074338/10

For official use

Company number



3864364

Name of company

\* Wandsworth GP Limited

Date of creation of the charge

8 March 2000

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

Please see Schedule 1 attached

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

BHF-Bank AG (London Branch) (the "Agent")  
BHF-BANK House  
61 Queen Street  
London

Postcode EC4R 1AF

Presenter's name address and  
reference (if any):

Taylor Joynson Garrett  
Carmelite, 50 Victoria  
Embankment, Blackfriars,  
London, EC4Y 0DX

JMH/SZM

Time critical reference

For official Use  
Mortgage Section

Post room



A16  
COMPANIES HOUSE

\*A2R9J0TC\*

0370  
15/03/00

Short particulars of all the property mortgaged or charged

Please see Schedule 2 attached

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legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed TAYLOR JOYNSON GARRETT

Date 13 MARCH 2000

On behalf of [company] [mortgagee/chargee] †

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
  
Companies House, Crown Way, Cardiff CF14 3UZ

## **Definitions**

In the following schedules, these expressions have the following meanings:

**"Acquisition Price"** means the price paid or to be paid by the Borrower under the Purchase Agreement including the Deferred Consideration;

**"Agreements"** means the agreements, guarantees and other documents assigned or charged pursuant to clause 3.1(e) of the Debenture;

**"Apollo LLC"** means AP PHI Investors L.L.C. constituted under the laws of Delaware whose principal place of business is c/o Apollo Real Estate Advisors IV, L.P., 2 Manhattanville Road, Purchase, New York NY 10577, USA;

**"Appraisal"** means an appraisal to be prepared by the Borrower in connection with each phase of the Development to satisfy clause (a) of part 3 of schedule 4 (Conditions Precedent) to the Loan Agreement and approved by the Agent containing, amongst other things, the building programme, cash flow forecasts and the amount of any Development Costs incurred and paid to the date of such appraisal relevant to such phase and the amount of the Development Costs required to complete Development estimated as at the date of the appraisal and approved by the Project Monitor;

**"Architect"** means Leslie Jones Architects or such other person for the time being appointed by the Borrower to act as an architect or other professional to be approved by the Agent and the Project Monitor to perform a similar role in relation to the Building Contract;

**"BHF Guarantee"** means the guarantee in the agreed form to be issued by the Agent in its capacity as Agent in favour of the Vendor in respect of the Deferred Consideration;

**"Bank"** means, subject to clause 17.3 of the Loan Agreement, (a) a bank or financial institution listed in schedule 2 to the Loan Agreement acting through the branch indicated in schedule 2 to the Loan Agreement, unless it has delivered a Transfer Certificate or Certificates covering the whole amount of its Commitment and participation, and (b) a Transferee;

**"Beneficiaries"** means each of the Agent, the Banks and any Hedge Counterparty;

**"Borrower"** means Wandsworth LP a limited partnership constituted under the Limited Partnership Act 1907 (number LP6677) whose principal office is at Granville House, 132-135 Sloane Street, London SW1X 9AX acting through its general partner Wandsworth GP Limited (company number 3864364);

**"Building Contract"** means the guaranteed maximum price building contract to be entered into between the Borrower and the Contractor with respect to each

phase of the Development in a form in respect of each phase approved by the Agent;

**"Business Plan"** means the plan annexed to the Partnership Deed in the form submitted to the Agent for the purpose of complying with clause (o) of part 1 of schedule 4 (Conditions Precedent) to the Loan Agreement and as amended from time to time with the approval of the Agent in accordance with the provisions of the Loan Agreement;

**"Charged Property"** means all property mortgaged, charged or assigned by the Debenture;

**"Chargor"** means Wandsworth GP Limited (company number 3864364) acting for itself and as general partner on behalf of Wandsworth LP a limited partnership constituted under the Limited Partnership Act 1907 (number LP6677);

**"Collateral Warranty"** means an agreement to be entered into by the Contractor, a sub-contractor or a member of the Professional Team and the Agent in form and substance satisfactory to the Agent who in determining its requirements in this regard shall consider the relative importance of the individual contractor, sub-contractor or Professional Team member to the relevant phase of the Development and in relation to sub-contractors shall also determine its requirements having regard to whether the relevant sub-contractor has a material design input into the relevant phase of the Development;

**"Commitment"** means, in relation to each Bank, the amount set opposite that Bank's name in schedule 2 to the Loan Agreement or acquired by it under clause 17 of the Loan Agreement and shown in the register of Commitments maintained by the Agent as the Commitment of that Bank, in either case as the same may be reduced, cancelled or terminated under this agreement;

**"Consents"** means with respect to each phase of the Development, those permissions, consents, approvals, licences, certificates or permits referred to in paragraph 4 of the Development Covenants;

**"Contractor"** means the building contractor appointed to act and employed in such capacity by the Borrower under the relevant Building Contract and to be approved by the Agent and the Project Monitor;

**"Debts"** means all existing and future book and other debts and rights to money and income (including Rent and Sale Proceeds) liquidated and unliquidated owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

**"Deferred Consideration"** has the meaning assigned to such term under the Purchase Agreement up to a maximum principal amount of £11,000,000;

**"Designated Accounts"** means:

- (a) the Rent Account and any account of the Chargor with the Agent which for clarity is deemed to include the Sale Proceeds Account and the VAT Account; or
- (b) any account with any other bank which has been notified of the Agent's interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Agent;

**"Development"** means the scheme of works specified in the Business Plan to be carried out at the Property in a number of phases in accordance with the Development Plan including all demolition site clearance and preparation works;

**"Development Costs"** means the costs payable under the relevant Building Contract and all other amounts payable under, and contemplated by, the Development Plan all as shown in the Appraisal relevant to each phase of the Development and any other cost or expense incurred by or on behalf of the Borrower in connection with the relevant phase of the Development which is approved by the Agent excluding the cost of purchasing the Property;

**"Development Covenants"** means the covenants contained in schedule 5 to the Loan Agreement;

**"Development Documents"** means the Building Contract, the Development Plan, the Performance Bond, the terms of appointment of the Professional Team, all warranty agreements, the Collateral Warranties in favour of the Borrower which relate to each phase of the Development, and any other agreement or document relating to the acquisition, construction management, design, servicing, marketing, development, operation or use of the Property (or any part of it) and, subsequent to the date of the Debenture, any document details of which are specified in any deed of accession entered into pursuant to clause 10.9(d) of the Debenture;

**"Development Manager"** means Tweeds of Churchill House, 160 New Bond Street, London W1T 9PA;

**"Development Plan"** means the Consents, the Plans, the Appraisal and all other plans, specifications, timetables, budgets, cash flows and capital expenditure programmes, approved by the Agent from time to time and as amended from time to time in accordance with the Loan Agreement;

**"Encumbrance"** means any mortgage, charge, assignment by way of security, pledge, lien or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

**"Enforcement Event"** means any of the following events:

- (a) a failure by the Chargor to pay any Secured Obligation on the date on which it is due;
- (b) a failure by the Chargor to pay on demand any Secured Obligation which is payable to the Agent on demand; or
- (c) any event by virtue of which any Secured Obligation becomes due before the date on which it would otherwise be due for payment,

in each case, subject to any applicable grace period under the terms of the Finance Documents;

**"Facilities"** means together the term loan and guarantee facility, being Facility 1 and the term loan facility being Facility 2, made available in accordance with and subject to the terms of the Loan Agreement;

**"Facility 1"** means the term loan and guarantee facility available under Tranche A and Tranche B for the purpose of assisting the Borrower to pay the Acquisition Price;

**"Facility 2"** means the term loan facility available for the purposes of paying the Development Costs;

**"Fees Letter"** means the letter dated on or about the date of the Loan Agreement from the Agent to the Borrower setting out the fees payable in connection with the Facility;

**"Finance Documents"** means:

- (a) the Loan Agreement;
- (b) the Fees Letter;
- (c) any Transfer Certificate;
- (d) the Security Documents (including the Indemnity);
- (e) the BHF Guarantee;
- (f) the Collateral Warranties; and
- (g) any Hedging Agreement,

and any other agreement, document or deed entered into or executed and delivered pursuant to the terms of the documents referred to in (a) to (g) (inclusive) and **"Borrower's Finance Documents"** means the Finance Documents to which the Borrower is a party;

**"Hedge Counterparty"** means the Agent in its capacity as counterparty to any Hedging Agreement with the Borrower;

**"Hedging Agreement"** means any existing or future interest rate exchange agreement or other contract the effect of which is or is intended to limit the net amount of interest payable by the Borrower on the whole or any part of the Loan (or any option which if exercised would have such effect) entered into by the Hedge Counterparty and the Borrower;

**"Indebtedness"** means all liabilities under the Finance Documents including the Loan, interest, fees, costs and expenses in each case owed by the Obligors to the Beneficiaries and whether owed jointly or severally or in any other capacity;

**"Indemnity"** means the deed of indemnity and covenant to be executed by DB Investments (GB) and Apollo LLC in respect of the BHF Guarantee;

**"Intellectual Property"** means any existing and future rights in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

**"Investment"** means any existing and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and, to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investment;

**"Landlord"** means The Mayor Alderman and Burgesses of the London Borough of Wandsworth;

**"Lease"** includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly;

**"Loan"** means at any relevant time the aggregate principal amount outstanding under Facility 1 (including any contingent liability under the BHF Guarantee) and Facility 2;

**"Loan Agreement"** means the loan agreement dated 22 December 1999 made between the Borrower (1) the banks and lending institutions named therein (2) and the Agent (3);

**"Management Agreement"** means the agreement to be entered into between the Borrower (1) and Portfolio Holdings Limited (2) on or about the date of the Loan Agreement relating to the corporate affairs and estate management of the Property;

**"Managing Agent"** means Donaldsons or such other person appointed by the Borrower and approved by the Agent for the time being acting as agent for the Borrower in the management of the Property together with Healey & Baker and Angermann Goddard & Loyd or any person approved by the Agent and appointed by the Borrower to act as letting agents in the management of the Property;

**"M&E Engineers"** means Sandy Brown Associates of Osbourne House, 18-19 Ventnor Road, Sutton Surrey SM2 6AQ;

**"Net Rent"** means Rent less the following amounts:

- (a) any amounts due to the Borrower or the Managing Agent by way of Service Charges;
- (b) any costs, fees and expenses of the Managing Agent agreed by the Agent;
- (c) any contribution to a sinking fund or reserve fund paid by any tenant or other occupier of the Property;
- (d) any amounts properly due from any tenants or occupiers of the Property as a contribution to or in discharge of any rating liability in respect of the Property;
- (e) amounts payable by the tenants or their guarantors to the Borrower or the Managing Agent and held in any deposits or other account and held as security for the performance of the tenant's obligations;
- (f) any Value Added Tax received by the Borrower or the Managing Agent and accountable to H M Customs and Excise;
- (g) any unrecovered Services Charges in respect of vacant units, or the proportion of Service Charges in respect of common parts of the Property which should be payable by tenants of vacant units together with any rating liability in respect of vacant units; and
- (h) any other amounts from time to time agreed between the Agent and the Borrower in writing;

**"Parks Depot Agreement for Lease"** means the agreement for lease dated 22 July 1999 made between the Mayor and Burgesses of the London Borough of Wandsworth (1) Fordgate Wandsworth Limited (2) and Fordgate Limited (3) in relation to the area known as the Parks Depot area;



**"Performance Bond"** means a performance bond in respect of any Building Contract issued by a bank or financial institution on behalf of the relevant Contractor in a form acceptable to the Agent;

**"Permitted Encumbrance"** means:

- (a) a lien arising in the ordinary course of business by operation of law or any agreement evidencing the same and discharged as soon as possible to the satisfaction of the Agent or which, in the opinion of the Agent (acting reasonably), is being contested in good faith; and
- (b) the Encumbrances granted by the Borrower in favour of the Agent as security trustee for the Beneficiaries.

**"Plans"** means the plans annexed to any Building Contract together with such other plans, drawings, specifications, bills of quantity, engineering calculations and other information relating to the relevant phase of the Development approved by the Agent and including any variations from, or alterations and additions to and revisions of the Plans approved by the Agent from time to time;

**"Portfolio Holdings Limited"** means Portfolio Holdings Limited (company number 2801424) whose registered office is at Granville House, 132-135 Sloane Street, London SW1Y 9AX;

**"Pre-let Agreement"** means:

- (a) the pre-let agreement in respect of the Cinema Premises to be constructed at the Property dated 25 March 1998 (as amended, supplemented or varied from time to time) made between Fordgate Wandsworth Limited and Cine-UK Limited;
- (b) the pre-let agreement in respect of the Health Club Premises to be constructed at the Property dated 11 February 2000 made between Fordgate Wandsworth Limited, Heathland Partnership Limited and Leisurenet Limited; and
- (c) subsequent to the date of the Debenture, any document details of which are specified in any deed of accession entered into pursuant to clause 10.9(d) of the Debenture;

**"Professional Team"** means the Architect, the Development Manager, the M&E Engineers, Project Manager, the Quantity Surveyor and the Structural Engineers and other professional advisers whose services are from time to time appointed in connection with each phase of the Development and approved by the Agent and the Project Monitor (in each case having regard to the nature and scope of the phase of the Development contemplated in respect of such appointments);

**"Project Manager"** means such project manager as is appointed by the Borrower with the approval of the Agent after consultation with the Project Monitor;

**"Project Monitor"** means C&B Consulting of 9 King Street, London EC2V 8EA or such other consultant as is appointed by the Agent from time to time pursuant to clause 13 of the Loan Agreement;

**"Property"** means the land and buildings known as Wandsworth Arndale Centre, Wandsworth which is registered with absolute leasehold title at HM Land Registry under Title Number SGL 175268;

**"Purchase Agreement"** means the agreement for the purchase of the Property dated on or about the date of the Loan Agreement between the Vendor (1) and the Borrower (2);

**"Quantity Surveyor"** means Citex Group Limited of ;

**"Real Property"** means all freehold or leasehold property forming part of the Charged Property;

**"Rent"** means in respect of the Property (or any part thereof) all rent and other income payments or sums payable to the Borrower in respect of the Property or any part thereof by any lessee, tenant, licensee or other occupier of such Property or part thereof including any surety for the same but not including Service Charges or any Value Added Tax payable on any of the above;

**"Rent Account"** means the interest bearing deposit account maintained by the Borrower with the Bank of Scotland and designated "Wandsworth LP Rent Account" (account number to be confirmed to the Agent in writing) into which the Net Rent shall be paid;

**"Rent Collection Agent"** means Portfolio Holdings or such other person appointed to act as the collection agent of the Chargor in respect of Rent and Value Added Tax and approved by the Agent in accordance with the provisions of the Loan Agreement;

**"Retentions Account"** means the interest bearing account of the Borrower maintained by the Borrower with Bank of Scotland designated "Wandsworth LP Retentions Account" (account number to be confirmed to the Agent in writing);

**"Sale"** means in relation to any part of the Property the sale of the head leasehold interest to be owned by the Borrower following completion of the Purchase Agreement or the sale of any part of such interest or the grant of a Lease of any interest in the Property, or any part, at a premium;

**"Sale Proceeds"** means 100% of the gross proceeds of Sale (including any premium in respect of the grant of a Lease) or of any other dealings in any interest in all or any part of the Property;

**"Sale Proceeds Account"** means the interest bearing deposit account opened by the Borrower with the Agent pursuant to clause 9.7 (Sales Proceeds Account) of the Loan Agreement designated the "Wandsworth LP Sale Proceeds Account" account number 063719;

**"Security Documents"** means the documents specified in clause 9.1 (Security Documents) of the Loan Agreement and any other document which grants to the Agent security rights or rights by way of guarantee and/or indemnity or other assurance against loss in respect of the Indebtedness;

**"Service Charges"** means any service charges payable by any lessee, tenant, licensee or other occupier of the Property pursuant to the terms of any Lease or any tenancy or licence or other arrangement, including but not limited to costs of maintenance, lighting, cleaning, heating, insurance and sinking fund contributions and premiums and other sums and Value Added Tax thereon;

**"Structural Engineers"** means The Waterman Partnership of 46-47 Blackfriars Road, London SE1 87N;

**"Tranche A"** means that part of Facility 1 to be advanced to part finance the acquisition of the Property in accordance with this agreement and the Purchase Agreement including to finance required payments to the Landlord (or credits to a deposit account) in accordance with the requirements of the Purchase Agreement;

**"Tranche B"** means that part of Facility 1 to be available by way of cash advances and/or the BHF Guarantee to finance the payment of the Deferred Consideration;

**"Transfer Certificate"** means a certificate substantially in the form set out in schedule 6 to the Loan Agreement signed by a Bank, a Transferee and the Agent;

**"Transferee"** means a bank or other financial institution named as transferee in a Transfer Certificate;

**"VAT Account"** means (if any) the deposit account opened by the Borrower with the Agent pursuant to clause 9.10 of the Loan Agreement (VAT Account) designated "Wandsworth LP VAT Account";

**"Value Added Tax"** means value added tax or any other tax substituted for that tax or in respect of supplies, turnover or value added sales;

**"Vendor"** means Fordgate Wandsworth Limited registered in Gibraltar with number FC 41441 whose registered office is at 50 Town Range, Gibraltar;

## **SCHEDULE 1**

### *Amount Secured by the mortgage or charge*

All or any of the present or future, actual or contingent obligations or liabilities of the Chargor owed or expressed to be owed to the Agent and/or the Beneficiaries or any of them under any Finance Documents (the "**Secured Obligations**").

## SCHEDULE 2

### *Short particulars of all the property mortgaged or charged*

As continuing security for the payment of the Secured Obligations the Chargor with full title guarantee:

- (a) charged to the Agent as trustee for the Beneficiaries by way of legal mortgage the Property;
- (b) charged to the Agent as trustee for the Beneficiaries by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Chargor after the date of the Debenture;
- (c) charged to the Agent as trustee for the Beneficiaries by way of first fixed charge its interest in:
  - (i) all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible moveable property;
  - (ii) any Investment;
  - (iii) its existing and future goodwill and uncalled capital;
  - (iv) any Intellectual Property;
  - (v) all existing and future cash at bank;
  - (vi) any money at the date of the Debenture or any time after standing to the credit of any Designated Account together with the Chargor's interest in any money at the date of the Debenture or any time after standing to the credit of the Retentions Account; and
  - (vii) to the extent not otherwise subject to any fixed security in favour of the Agent:
    - (A) any existing and future proceeds of any insurance of any Charged Property; and
    - (B) any sum at the date of the Debenture or any time after received by the Chargor as a result of any order of the court under sections 238, 239 or 244 of the Insolvency Act 1986;
- (d) assigned to the Agent as trustee for the Beneficiaries by way of security its interest in and the benefit of any hedging arrangements entered into by the Chargor (including the Hedging Agreement);

- (e) assigned to the Agent as trustee for the Beneficiaries by way of security its interest in and the benefit of the Development Documents, the Management Agreement, the Purchase Agreement, the Parks Depot Agreement for Lease and the Pre-let Agreements and the benefit of any guarantee for the performance of the same provided that if any such Development Document, Management Agreement, Purchase Agreement, Parks Depot Agreement for Lease or Pre-let Agreements or any such guarantee or security is expressed to be non-assignable then the Chargor charged to the Agent as trustee for the Beneficiaries its interest in and the benefit of it;
- (f) charged its interest in the Debts to the Agent as trustee for the Beneficiaries by way of first fixed charge;
- (g) assigned to the Agent as trustee for the Beneficiaries by way of security the Rent, Service Charges and any Value Added Tax payable on such Rent and Service Charges and, to the extent capable of assignment, the benefit of any guarantee for the performance of payment of such Rent, Service Charges and/or Value Added Tax provided that if any such guarantee is expressed to be non-assignable then the Chargor charged to the Agent as trustee for the Beneficiaries its interest in and the benefit of it;
- (h) assigned to the Agent as trustee for the Beneficiaries by way of security all Sale Proceeds and, to the extent capable of assignment, the benefit of any guarantee for the performance of payment of such Sale Proceeds provided that if any such guarantee is expressed to be non-assignable then the Chargor charged to the Agent as trustee for the Beneficiaries its interest in and the benefit of it;
- (i) charged to the Agent as trustee for the Beneficiaries by way of fixed charge, all other existing and future property of the Chargor not charged or assigned as set out above (other than the Chargor's stock in trade or work in progress).
- (j) charged to the Agent as trustee for the Beneficiaries by way of floating charge the whole of its existing and future undertaking and property to the extent not otherwise at any time subject to any fixed charge in favour of the Agent.

Note:

The Debenture contains inter alia the following clauses;

1. The Chargor will not except with the prior written consent of the Agent sell, assign, charge, discount, factor or otherwise deal with any of the Debts, or (save for minor bad debts) compound, release or do anything by virtue of which the collection and recovery of any of the Debts may be impeded, delayed or prevented.
2. The Chargor will not except with the prior written consent of the Agent or as expressly permitted pursuant to the provisions of the Finance Documents:
  - (a) sell, transfer, lease or otherwise dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any Charged Property charged by way of fixed charge under the Debenture;
  - (b) save in the ordinary course of business and for full consideration in money or money's worth sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any of the property charged by way of floating charge under the Debenture;
  - (c) enter into, create or permit to subsist any Encumbrance over any Charged Property save for a Permitted Encumbrance; or
  - (d) redeem or purchase its own shares or provide financial assistance for such purposes or pay any dividend.
3. The Chargor will not permit any person:
  - (a) to be registered as proprietor under the Land Registration Acts 1925 to 1988 of any Real Property nor create or permit to arise any overriding interest (as defined in such Acts) affecting the Real Property; or
  - (b) to become entitled to any proprietary right or interest which might affect the value of the Real Property.
4. The Chargor's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases will be excluded and will not be exercisable by the Chargor in relation to the Real Property and the Chargor will not without the prior written consent of the Agent:
  - (a) part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Real Property;

- (b) grant any permission to assign, underlet or part with possession or occupation of any Real Property;
- (c) agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which the Chargor is tenant);or
- (d) exercise any power to determine any Lease.



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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03864364

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th MARCH 2000 AND CREATED BY WANDSWORTH GP LIMITED FOR SECURING ALL OR ANY OF THE PRESENT OR FUTURE ACTUAL OR CONTINGENT OBLIGATIONS OR LIABILITIES OF THE COMPANY TO BHF-BANK AG (LONDON BRANCH) (THE AGENT) AND/OR THE BENEFICIARIES (AS DEFINED) OR ANY OF THEM UNDER ANY FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th MARCH 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E

*P. Pam*