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legibly, preferably
in black type or
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lettering* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

395

188 535/73

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

19

04222546

Name of company

* Telereal General Property GP Limited

Date of creation of the charge

29 September 2005

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

Security agreement dated 29 September 2005 between the New Security Agreement Chargors, the Original Hedge Counterparty, the Facility Agent and the Security Agent (as defined below) (the *New Security Agreement*).

Amount secured by the mortgage or charge

For a description of the amount secured by the New Security Agreement please see Appendix 1 attached to this Form 395.

All capitalised terms used in this Form 395 shall have the meaning given to them in Appendix 2 unless defined elsewhere in this Form 395.

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

Citicorp Trustee Company Limited, Citigroup Centre, Canada Square, Canary Wharf, London (the *Security Agent*) as security agent and trustee for the Secured Creditors

Postcode E14 5LB

Presentor's name, address and
reference (if any):

ALLEN & OVERY LLP
ONE NEW CHANGE
LONDON
EC4 9QQ

Time critical reference

For official use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

For short particulars of all the property charged please see Appendices 1-7 attached to this Form 395.

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Allen & Ovey LLP

Date

13/10/05

On behalf of ~~[company]~~ [mortgaged/charged]

Notes

† Delete as
appropriate

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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

Appendix 1 to Form 395

Company: Telereal General Property GP Limited

Company No.: 04222546

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of Drummond Ventures to any Secured Creditor under each Finance Document except for any obligation which, if it were so included, would result in the New Security Agreement contravening Section 151 of the Companies Act 1985 or (as the case may be) Article 161 of the Companies (Northern Ireland) Order 1986. The term "**Finance Document**" includes all amendments and supplements including supplements providing for further advances.

Particulars of all the property mortgaged or charged under the New Security Agreement

1. PRIORITY DEED (CLAUSE 1.3 OF THE NEW SECURITY AGREEMENT)

- (a) The New Security Agreement is entered into subject to the terms of the Priority Deed. In particular the arrangements set out therein provide that, prior to the First Debt Discharge Date, the security and claims created by the chargors under the First Ranking Security Agreement rank in right and priority to the security and claims created under the New Security Agreement. Accordingly, all references in the New Security Agreement to the granting of any first legal mortgage, first fixed charge or first floating charge will be a second ranking charge or second ranking mortgage (as the case may be) until the First Debt Discharge Date and where an asset is expressed to be assigned, such assignment will take effect as a second fixed charge until the First Debt Discharge Date when the assignment will take effect.

2. FIXED SECURITY (CLAUSE 2 OF THE NEW SECURITY AGREEMENT)

2.1 Creation of fixed security

Each New Security Agreement Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Security Agent:

- (a) by way of first legal mortgage
- (i) all the property specified in Part A of Appendix 7; and
 - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets in sub-paragraph (i) above (or paragraph (b) below) and any such estates or interests in such Property as may be situated in Scotland) now or hereafter belonging to it;
- (b) by way of a first fixed charge

- (i) all that part of the property specified in Part B of Appendix 7 which comprises registered land and hereby assents to the registration of charge hereby created as a burden on the folios relating thereto AND hereby demises all that part of the property specified in Part B of Schedule 2 to this Deed which comprises unregistered land unto the Security Agent TO HOLD the same (in the case of freehold land) for the term of 10,000 years and (in the case of leasehold land) for the residue of the term or terms of years created by the lease or leases under which the same is held (except the last three days thereof) subject to the provision for redemption hereinafter in paragraph 8 contained; and
 - (ii) by way of first legal mortgage all estates or interests in any freehold or leasehold property (except any Security Assets specified in subparagraphs (i) above and any such estates or interests in such property as may be situated in Scotland) now or hereafter belonging to it;
- (c) by way of first fixed charge:
 - (i) (to the extent that they are not the subject of an effective mortgage under paragraph (a) or (b) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it other than any such estates or interest in such property as may be situated in Scotland;
 - (ii) all plant and machinery owned by it and its interest in any plant or machinery in its possession;
 - (iii) all moneys standing to the credit of any account (including, without limitation, any Account) with any person and the debts represented by them;
 - (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
 - (v) all of its book and other debts, the proceeds of the same and all other moneys due and owing to it and the benefits of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
 - (vi) (to the extent that they are not subject to an effective assignment under paragraph 2.2 (Assignment)) all its rights under any Hedging Arrangements;
 - (vii) (to the extent that they are not subject to an effective assignment under paragraph 2.2 (Assignment)) all its rights under each Occupational Lease;
 - (viii) any beneficial interest, claim or entitlement of it in any pension fund
 - (ix) its goodwill;

- (x) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in this paragraph and the right to recover and receive all compensation which may be payable to it in respect of them;
 - (xi) its uncalled share capital;
 - (xii) all Shares held by it and/or any nominee on its behalf and all Related Rights;
 - (xiii) its rights under the appointment of any managing agent of the Mortgaged Property; and
 - (xiv) (to the extent they are not subject to an effective assignment under paragraph 2.2 (Assignments), all its rights under any Property Document; and
- (d) by way of first legal sub-mortgage, the BT Charge and Legal Owner Telereal Charge.

2.2 Assignment

Each New Security Agreement Chargor assigns to the Security Agent by way of security:

- (a) all Rental Income from Properties situated in England, Wales and Northern Ireland;
- (b) any guarantee of Rental Income contained in or relating to any Occupational Lease of Properties situated in England, Wales and Northern Ireland;
- (c) all its rights under any Hedging Arrangements;
- (d) all its rights under any Property Document;
- (e) all its rights under the BT Charge and Legal Owner Telereal Charge; and
- (f) subject to paragraph 7 all rights and claims and claim monies to which a New Security Agreement Chargor is or may hereafter become entitled in relation to compensation payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 in respect of any part of the Mortgaged Property situate in Northern Ireland.

2.3 Miscellaneous

- (a) A reference in this Deed to a charge or mortgage of any freehold or leasehold property includes:

- (i) all buildings and Fixtures on that property;
 - (ii) the proceeds of sale of any part of that property; and
 - (iii) the benefit of any covenants for title given or entered into by any predecessor in title of a New Security Agreement Chargor in respect of that property or any moneys paid or payable in respect of those covenants.
- (b) Without prejudice to paragraph 2.1(c)(v) (Creation of fixed security), if, pursuant to the Eurohypo Credit Agreement, a New Security Agreement 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 paragraph 2.1(c)(v) (Creation of fixed security) and paragraph 2.2 (Assignment) and stand subject to the fixed charge created pursuant to paragraph 2.1(c)(iii) (Creation of fixed security) or the floating charge created pursuant to paragraph 3.1 (Creation of floating charge), 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 New Security Agreement Chargor and the proceeds of those debts.

3. FLOATING CHARGE (CLAUSE 3 OF THE NEW SECURITY AGREEMENT)

3.1 Creation of floating charge

Each New Security Agreement Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Security Agent by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by paragraph 2 (Fixed security) including, whether or not they are effectively mortgaged, charged or assigned by way of fixed mortgage, assignment or charge by paragraph 2 (Fixed security) all of each New Security Agreement Chargor's property and assets situated in Scotland or governed by the laws of Scotland.

4. SECURITY (CLAUSE 4.4 OF THE NEW SECURITY AGREEMENT)

The New Security Agreement creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of a New Security Agreement Chargor or otherwise.

5. GENERAL UNDERTAKINGS (CLAUSE 5 OF THE NEW SECURITY AGREEMENT)

5.1 Duration

The undertakings in this paragraph 5 remain in force throughout the Security Period.

5.2 Restrictions on dealing

No New Security Agreement Chargor shall:

- (a) create or (except to the extent already existing and as disclosed in any Certificate of Title) permit to subsist any Security Interest on any Security Asset other than any Security Interest created by this Deed, the Standard Security or the Assignment of Rent; or
- (b) except as permitted under the Credit Agreement sell, transfer, grant, or, subject to the Eurohypo Credit Agreement, lease or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under paragraph 3 (Creation of floating charge).

6. ACQUISITIONS AND LEGAL MORTGAGE (CLAUSE 6.4 OF THE NEW SECURITY AGREEMENT)

Each New Security Agreement Chargor shall:

- (a) notify the Security Agent forthwith upon the acquisition by it of any freehold or leasehold property;
- (b) on demand by the Security Agent and at the cost of the New Security Agreement Chargors, execute and deliver to the Security Agent a legal mortgage or if the Property is situated in Scotland, a Standard Security in favour of the Security Agent (as agent and trustee for the Secured Creditors) of any freehold or leasehold property which becomes vested in it after the date of this Deed in form and substance satisfactory to the Security Agent.

7. CRIMINAL DAMAGE (NORTHERN IRELAND ONLY) (CLAUSE 6.13 OF THE NEW SECURITY AGREEMENT)

- (a) In respect of any part of the Mortgaged Property this is situate in Northern Ireland each New Security Agreement Chargor shall:
 - (i) notify the Security Agent in writing as soon as practicable and in any event within three days after becoming aware of any event or circumstances which will, or is likely to, give rise to a claim by or in the name of that New Security Agreement Chargor under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 in relation to the Mortgaged Property or any part of it (referred to in this subparagraph as a "Claim") specifying in reasonable detail the nature of the event of circumstance which will, or is likely to, give rise to a Claim and the extent of the damage to the Mortgaged Property;
 - (ii) at its own cost, take such action (including legal proceedings) and give such information and access to personnel, premises, chattels, documents and records to the Security Agent and its professional advisers as the Security Agent may reasonably request in order to make, dispute, settle or appeal any Claim or any adjudication in respect thereto;

- (iii) at the request of the Security Agent allow the Security Agent to take the sole conduct of such actions as the Security Agent may deem appropriate in connection with any claim or in the name of the new Security Agreement Chargor and in that connection give or cause to be given to the Security Agent all such assistance as the Security Agent may reasonably require in disputing, settling or appealing any Claim and shall instruct such solicitors and other professional advisers as the Security Agent and the Chargor shall agree to act on behalf of the New Security Agreement Chargor, but to act in accordance with the Security Agent's sole instructions; and
 - (iv) make no agreement, settlement or compromise in relation to any Claim without prior written consent of the Security Agent, such consent not to be unreasonably withheld;
 - (v) pay all monies received in relation to or arising out of any Claim to the Security Agent (or if not paid directly to the Security Agent such monies shall be held on trust for the Security Agent) and shall at the option of the Security Agent be applied in replacing, restoring or reinstating the Mortgaged Property destroyed or damaged (any deficiency being made good by the New Security Agreement Chargors) or in reduction of the Secured Liabilities except to the extent that the Chargors are required pursuant to the terms of any Headlease, the Services Agreement or any Occupational Lease to apply such proceeds towards replacing, restoring or reinstating the Mortgaged Property or in discharging a third party liability, in which case such proceeds shall be so applied.
- (b) where any claim monies are applied in replacing, restoring or reinstating the Mortgaged Property pursuant to this paragraph the Security Agent may, at the cost of the New Security Agreement Chargor, appoint its own architects, surveyors and other professional advisers to review the replacement, restoration or reinstatement works (the Works) and in the light of the comments of those advisers the Security Agent may give such directions to the New Security Agreement Chargor regarding completion of the Works as the Security Agent shall reasonably deem necessary or appropriate in the interests of preserving the value of the Mortgaged Property.

8. RELEASE (CLAUSE 20 OF THE NEW SECURITY AGREEMENT)

Upon expiry of the Security Period (but not otherwise), the Secured Creditors shall, at the request and cost of the New Security Agreement Chargors, take whatever action is necessary to release the Security Assets from the security constituted by this Deed.

APPENDIX 2 TO FORM 395

Company: Telereal General Property GP Limited

Company No.: 04222546

Capitalised terms used in the Form 395 or the appendices shall have the meaning given to them in this Appendix 2.

Accession Agreement means an accession agreement substantially in the form of in the Eurohypo Credit Agreement;

Account means the General Account, the Deposit Account, the Property Account, the Rent Account, the KS Account, the Reserve Account, the Stamp Duty Account or the Tax Deposit Account;

Affiliates means a Subsidiary or a holding company (as defined in section 736 of the Companies Act 1985) of a person or any other subsidiary of that holding company;

Agent means Eurohypo AG, London Branch;

Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property;

Arranger means Eurohypo AG, London Branch;

Assignment of Rent means an assignment in security of the rents payable under each Occupational Lease of a Property (other than a New Property) situated in Scotland, granted or to be granted by the Guarantors and the Borrowers in favour of the Agent in form and substance satisfactory to the Agent;

Assignment of Title means the assignments of the Legal Owners' interest in the Headleases of the Properties situated in Scotland granted or to be granted by the Legal Owner in favour of the Guarantors in form and substance satisfactory to the Agent;

Banks means:

(a) Eurohypo AG, London Branch; and

(b) Deutsche Bank AG, London;

Beneficiary Undertaking means the undertaking of the Limited Partnership to the Guarantors not to call for completion of transfer of the Properties from the Guarantors to it or to dissolve any trust constituted by a Declaration of Trust until the aggregate Loans are repaid in full;

Borrower means the Limited Partnership or the Trading Borrower;

BT means British Telecommunications plc, a company incorporated in England and Wales with registered no. 18000;

BT Charge means a charge executed or to be executed by BT over BT's interest in any Property (other than a New Property and any Properties situated in Scotland) reversionary to any Headlease in favour of the relevant Obligors;

BT Standard Security means in respect of each Property situated in Scotland, a standard security granted or to be granted by BT over BT's interests in the relevant Property in favour of the Agent;

Certificate of Title means in relation to a Property (other than a New Property), the relevant certificate, or certificates as the case may be, of title delivered in accordance with the Eurohypo Credit Agreement (being, for the avoidance of doubt, all those certificates of title and other certificates referred to in the Eurohypo Credit Agreement and in relation to a New Property, the relevant certificate of title delivered in accordance with the Eurohypo Credit Agreement, as appropriate;

Chargors means:

- (a) Telereal Trading Property Limited;
- (b) Telereal General Property GP Limited for itself and as general partner of Telereal General Property Limited Partnership (registered under the Limited Partnership Act 1907 with Registered Number LP7869);
- (c) LST General Property LP Limited;
- (d) Talisman Real Estate Limited;
- (e) Telereal General Property Trustee 1 Limited;
- (f) Telereal General Property Trustee 2 Limited;
- (g) Telereal General Property Holdings Limited; and

Core Property means a property listed in Appendix 3 and, where the context so requires, means the buildings on that property;

Counterparty means:

- (a) the Original Counterparty;
- (b) any Bank;
- (c) any counterparty (other than the Original Counterparty) to any Hedging Arrangements whose long term debt at the date of entry into of such Hedging Arrangements is rated at least:
 - (i) A+ by Standard & Poor's Rating Service (a division of the McGraw-Hill Companies Inc.); or
 - (ii) A1 by Moody's Investors Service Limited,

if, in the case of paragraphs (b) and (c) above, such counterparty has become an additional counterparty in accordance with the Eurohypo Credit Agreement;

Credit Agreement means the £303,000,000 credit agreement dated 29 September 2005 between, among others, Drummond Ventures, Citibank International plc and the Security Agent;

Declaration of Trust means each declaration of trust given by the Guarantors in favour of the Limited Partnership;

Deed means the New Security Agreement;

Deposit Account means a deposit account designated the "Deposit Account" at Barclays Bank PLC (on which the Agent shall have sole signing rights);

Direct Assignment of Rent means any assignment in security of the rents payable under an Occupational Lease of a New Property executed or to be executed by the relevant Obligors in favour of the Agent in form and substance satisfactory to the Agent;

Direct Standard Security means a standard security over the relevant Obligor's interest in a New Property executed or to be executed by the relevant Obligors in favour of the Agent in form and substance satisfactory to the Agent;

Drummond Ventures means Drummond Ventures Limited, a company incorporated under the laws of the British Virgin Islands with registration number 466517;

Duty of Care Agreement means each duty of care agreement entered into in accordance with the Eurohypo Credit Agreement;

Environmental Indemnity means the environmental indemnity given or to be given by BT in favour of, inter alios, the Borrowers;

Eurohypo Credit Agreement means the £400,000,000 credit agreement originally dated 31 October 2001 (as amended) between (among others) the Chargors and the Agent;

Facility Agent means Citicorp International plc;

Fee Letter means the letter dated on or about the 22 November 2001 between the Arranger and/or the Agent and the Borrowers setting out the amount of various fees referred to in the Eurohypo Credit Agreement;

Finance Documents means:

- (a) the Eurohypo Credit Agreement;
- (b) each Security Document;
- (c) any Hedging Arrangement entered into with a Counterparty;

- (d) the Subordination Deed;
 - (e) the Fee Letter;
 - (f) each Novation Certificate;
 - (g) each Accession Agreement;
 - (h) each Duty of Care Agreement;
 - (i) each Power of Attorney in favour of the Agent;
 - (j) the Intercreditor Deed, or
- any other document designated as such by the Agent and a Borrower;

Finance Party means the Arranger, a Bank, a Counterparty or the Agent;

First Debt means all debt secured by the First Ranking Security Agreement;

First Debt Discharge Date means the date on which the First Debt has been unconditionally and irrevocably paid and discharged in full and all commitments under the First Finance Documents have been cancelled;

First Finance Documents means all documents from time to time designated as Finance Documents under the First Ranking Security Agreement;

First Ranking Security Agreement means the security agreement dated 13 December 2001 between the Chargors and Eurohypo AG, London Branch;

Fixtures means all fixtures and fittings (excluding those of BT or its Subsidiaries or of any tenant or occupier) and fixed plant and machinery;

Further Assurance Agreement means a deed of undertakings and assurances between, amongst others, BT and the Legal Owner;

General Account means a current account designated "General Account" at Barclays Bank PLC;

General Partner means Telereal General Property GP Limited;

Guarantor BT Standard Security means, in respect of each Property situated in Scotland, a standard security granted or to be granted by the Guarantors in favour of the Agent over the Guarantors' interest in the relevant one of the Subordinated BT Standard Securities in form and substance satisfactory to the Agent;

Guarantor Standard Security means, in respect of each Property situated in Scotland, a standard security over the tenant's interest in the Headleases of the relevant Property executed or to be executed by the Guarantors in favour of the Agent in form and substance satisfactory to the Agent;

Guarantors means Telereal General Property Trustee 1 Limited and Telereal General Property Trustee 2 Limited;

Headlease means:

(a) any lease pursuant to which a Property is held or is intended to be held by the Legal Owner or an Obligor as lessee (and for the avoidance of doubt includes to the extent that they have not been terminated, the Omnibus Headleases England and the overriding headlease of such Property granted by BT plc to a nominee of the Legal Owner and assigned or transferred to the Legal Owner) (but excludes the Omnibus Headleases Scotland);

(b) any lease pursuant to which an Obligor holds title to a New Property;

Hedge Counterparty means the Original Hedge Counterparty and each New Hedge Counterparty;

Hedge Document means each of:

(a) the Hedging Letter;

(b) the ISDA Master Agreement between Drummond Ventures and Citibank N.A. London Branch, including the schedule and confirmations thereto, dated on or about 6 September 2005; and

(c) any ISDA Master Agreement between Drummond Ventures and Goldman Sachs International, including the schedule and confirmations and designated as such by the Facility Agent or the Security Agent (as applicable) and Drummond Ventures;

Hedging Arrangements means any interest hedging arrangements entered into by a Borrower with a Counterparty in connection with interest payable under the Eurohypo Credit Agreement;

Hedging Letter means a letter dated 29 September 2005 between Drummond Ventures and Citigroup Global Markets Limited relating to the interest hedging to be effected by Drummond Ventures;

Holdco means Telereal General Property Holdings Limited;

Insurances means all contracts and policies of insurance taken out by or on behalf of a New Security Agreement Chargor or (to the extent of its interest) in which a New Security Agreement Chargor has an interest;

KS Rent Account means a rent account designated "KS Rent Account" at Barclays Bank PLC (on which the Agent shall have sole signing rights);

Intercreditor Deed means the intercreditor deed dated 29 September 2005 between (amongst others) the Agent and Citicorp Trustee Company Limited, relating to the priority and enforcement of security created by certain of the Security Documents and the Property Documents together with certain security executed by the Legal Owner in favour of Citibank, N.A. or its Affiliates;

Legal Owner means Autumnwindow Limited, a company incorporated in England and Wales with registered no. 04109614;

Legal Owner Telereal Charge means the security agreement executed or to be executed by the Legal Owner in favour of the Guarantors in form and substance satisfactory to the Agent;

Limited Partner means LST General Property LP Limited or Talisman Real Estate Limited;

Limited Partnership means Telereal General Property GP Limited;

Management Agreement means each management agreement between an Obligor and a Managing Agent;

Managing Agent means any managing agent of a Property appointed in accordance with the Eurohypo Credit Agreement;

Master Property Agreement means the master property agreement relating to inter alia the Properties (other than the New Properties) between (amongst others) BT, the Legal Owner, the Guarantors, the Borrowers and the General Partner;

Mortgage of Shares means a mortgage of the shares of Holdco entered into or to be entered into by the Shareholders in favour of the Agent, in substantially the form included in the Eurohypo Credit Agreement or any other mortgage of shares executed by a shareholder of Holdco in favour of the Agent;

Mortgaged Property means any freehold or leasehold property the subject of the security created by the New Security Agreement;

New Hedge Counterparty means any hedge counterparty with whom Drummond Ventures (subject to the terms of the Finance Documents) enters into an interest rate swap transaction under a Hedge Document and accedes to the Security Agreement as a Hedge Counterparty;

New Property means any property, which is neither a Partnership Property nor a Trading Property, title to which is acquired by an Obligor with the prior written consent of the Banks and, where the context so requires, means the equivalent interest in buildings on that property;

New Secured Creditor means a person who becomes a New Secured Creditor under the New Security Agreement;

New Security Agreement Chargers means:

- (h) Telereal Trading Property Limited;
- (i) Telereal General Property GP Limited for itself and as general partner of Telereal General Property Limited Partnership (registered under the Limited Partnership Act 1907 with Registered Number LP7869);

- (j) Telereal General Property Trustee 1 Limited;
- (k) Telereal General Property Trustee 2 Limited;
- (l) Telereal General Property Holdings Limited; and
- (m) Telereal General Property Parent Limited;

Novation Certificate means a duly completed certificate, substantially in the form included in the Eurohypo Credit Agreement;

Obligor means a Borrower, the General Partner, a Guarantor or the Guarantors;

Occupational Lease means any SubLease or occupational lease or licence, any agreement to grant such a lease or licence or any other right of occupation to which a Property may be subject from time to time, and includes any lease granted by the Legal Owner (or its predecessor in title) to a nominee of BT and assigned or transferred to BT (or its predecessor in title), even if the immediate tenant thereunder does not occupy all or part of the relevant Property, but excludes (a) any Headlease and (b) any sub-lease, licence, right of occupation or agreement to grant the same or underlease granted by BT from time to time (or its predecessor in title) and any interest derived therefrom;

Offshore Custody Deed means the offshore custody deed entered into by the parties to each Sale and Purchase Agreement on the date of each Sale and Purchase Agreement;

Omnibus Headleases England means the headleases of Properties situated in England, Wales and Northern Ireland granted by BT in favour of the Legal Owner dated on or after 6 April 2001 as varied from time to time;

Omnibus Headleases Scotland means the lease of Properties situated in Scotland granted by BT in favour of the Legal Owner dated 6 April, 26 April and 6 August 2001 as varied from time to time with the exception (for the avoidance of doubt) of such leases as relate to the Core Properties situated in Scotland;

Original Counterparty means Deutsche Bank AG, London;

Original Hedge Counterparty means Citibank N.A., London Branch;

Partnership Property means a property listed in Appendix 4 and, where the context so requires, means the buildings on that property;

Power of Attorney means each security power of attorney executed by the Legal Owner in favour of the Agent in the form set out in the relevant Security Agreement and each security power of attorney executed by BT and/or the Legal Owner in favour of the Obligor or the Agent;

Priority Deed means the priority deed dated 30 September 2005 between, among others, Telereal Trading Property Limited, Telereal General Property Limited Partnership, the Security Agent and Eurohypo AG, London Branch;

Property means:

- (a) a Partnership Property;
- (b) a Trading Property;
- (c) a New Property;

Property Account means a deposit account designated the "Property Account" at Barclays Bank PLC (on which the Agent shall have sole signing rights);

Property Documents means each of:

- (a) the Master Property Agreement;
- (b) each Declaration of Trust;
- (c) the Environmental Indemnity;
- (d) each Stamp Duty Deed;
- (e) each Occupational Lease;
- (f) each Headlease;
- (g) each Sale and Purchase Agreement;
- (h) each Management Agreement;
- (i) any agreement for the grant of a Headlease;
- (j) each Agreement for Lease;
- (k) the Beneficiary Undertaking;
- (l) the Legal Owner Telereal Charge;
- (m) each Further Assurance Agreement;
- (n) the Assignment of Title;
- (o) the Subordinated BT Standard Securities;
- (p) the BT Charge;
- (q) the Offshore Custody Deed;
- (r) each BT Standard Security; and
- (s) any other documents relating to the transactions the subject of the above documents;

Related Rights means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

Rent Account means a rent account designated "Rent Account" at Barclays Bank PLC (on which the Agent shall have sole signing rights);

Rental Income means the aggregate of all amounts payable to or for the account of an Obligor or the Legal Owner in connection with the letting of all or part of a Property, including (but not limited to) each of the following amounts:

- (a) rent (and any payments equivalent to rent) payable;
- (b) any increase in rent payable by virtue of an offer falling within the proviso of section 3(1) of the Landlord and Tenant Act 1927;
- (c) any rent payable by virtue of a determination made by the Court under section 24(A) of the Landlord and Tenant Act 1954;
- (d) any sum received from any deposit held as security for performance of any tenant's obligations;
- (e) a sum equal to any apportionment of rent allowed in favour of an Obligor under the contract for the purchase of a Property;
- (f) any other moneys payable in respect of occupation and/or usage of a Property and every fixture and fitting in a Property and any fixture on a Property for display or advertisement, on licence or otherwise;
- (g) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (h) any damages, compensation, settlement or expenses for or representing loss of rent or interest on rent awarded or agreed to be payable as a result of any proceedings taken or claim made for the same less any fees and expenses paid (which have not been reimbursed to, and are not recoverable by, an Obligor or the Legal Owner) in furtherance of the proceedings or claim;
- (i) any moneys payable under any policy of insurance benefiting an Obligor or the Legal Owner in respect of loss of rent or interest on rent;
- (j) any sum payable, or the value of any consideration to be given, by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement;
- (k) any sum payable by any guarantor of any occupational tenant under any Occupational Lease;
- (l) any interest payable on and, any damages, compensation or settlement payable in respect of, any sum referred to above; and

- (m) any other amount payable to an Obligor from BT or the Legal Owner under the Master Property Agreement (other than payments specified elsewhere in the Eurohypo Credit Agreement as amounts that must be applied in prepayment of the Loans;

Reserve Account means a deposit account designated the "Reserve Account" at Barclays Bank PLC (on which the Agent shall have sole signing rights);

Sale and Purchase Agreement means:

- (a) each agreement for the sale of the Legal Owner's interest in the Properties (other than New Properties) between (amongst others) the Legal Owner, BT and the relevant Obligors; and
- (b) each agreement for the sale of the relevant vendor's interest in the New Properties between (amongst others) the relevant vendor and the relevant Obligors;

Secured Creditors means each Finance Party, each Hedge Counterparty and each New Secured Creditor;

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of Drummond Ventures to any Secured Creditor under each Finance Document except for any obligation which, if it were so included, would result in this Deed contravening section 151 of the Companies Act 1985 or (as the case may be) article 161 of the Companies (Northern Ireland) Order 1986. The term "Finance Document" includes all amendments and supplements including supplements providing for further advances;

Security Agent means Citicorp Trustee Company Limited;

Security Agreement means:

- (a) a security agreement entered into by the Borrowers, the General Partner, the Guarantors, Subco, and Holdco, and each Limited Partner in favour of the Agent, in substantially the form included in the Eurohypo Credit Agreement; and
- (b) a security agreement entered into by the Legal Owner in favour of the Agent in form and substance satisfactory to the Agent;

Security Assets means all assets of the New Security Agreement Chargors the subject of any security created by this Deed;

Security Document means:

- (a) each Security Agreement;
- (b) each Supplemental Security Agreement;
- (c) each Guarantor Standard Security;

- (d) each Assignment of Rent;
- (e) each Mortgage of Shares;
- (f) each Direct Standard Security;
- (g) each Direct Assignment of Rent;
- (h) each BT Standard Security; and
- (i) each Guarantor BT Standard Security;

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

Serviceco means Telereal Services Limited (registered no. 4175679);

Services Agreement means the service agreement between Serviceco and BT;

Shareholder means Talisman International Holdings Limited or LST LP Holdings General Property Limited;

Shares means each New Security Agreement Chargor's interests in any share in the share capital of any entity;

Stamp Duty Account means a deposit account designated the "Stamp Duty Account" at Barclays Bank PLC (on which the Agent shall have sole signing rights);

Standard Security means in respect of each Property situated in Scotland:

- (n) a Guarantor Standard Security;
- (o) a BT Standard Security; and
- (p) a Guarantor BT Standard Security.

Subco means Telereal General Property Parent Limited;

SubLeases means occupational underleases of the Properties (except for Core Properties and Trophy Properties), or as a part thereof, granted or to be granted by the Legal Owner to Autumnwindow No. 2 Limited and in the case of the Core Properties granted or to be granted by Autumnwindow Limited to BT in each case on or around the date of the Eurohypo Credit Agreement and the occupational leases of the Trophy Properties granted to BT on or after 6 April 2001 and includes any occupational lease or licence, any agreement to grant such a lease or licence or any other right of occupation to which a Property may be subject from time to time in favour of BT (or its successors and assigns) and "SubLease" shall be construed accordingly;

Subordinated BT Standard Securities means the standard securities granted or to be granted by BT over BT's interests in the Properties (other than the New Properties) situated in Scotland in favour of the Guarantors;

Subordinated Creditor means a Limited Partner, Subco, Holdco, a Guarantor, a Shareholder, the William Pears Group of Companies Limited or any other person that accedes to the Subordination Deed in accordance with the provisions thereof as a Subordinated Creditor;

Subordination Deed means a subordination deed entered into or to be entered into by a Subordinated Creditor and the Borrowers in favour of the Agent, in substantially the form of included in the Eurohypo Credit Agreement;

Subsidiary means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985;

Supplemental Security Agreement means any supplemental security agreement entered into or to be entered into by a Borrower, the General Partner or a Guarantor in favour of the Agent, substantially in the form included in the Eurohypo Credit Agreement;

Stamp Duty Deed means each stamp duty deed entered into or to be entered into by BT, the Legal Owner and:

- (a) the Limited Partnership, the Guarantors and the Agent; and
- (b) the Trading Borrower and the Agent;

Tax Deposit Account means a deposit account designated the "Tax Deposit Account" at Barclays Bank PLC (on which the Agent shall have sole signing rights);

Trading Borrower means Telereal Trading Property Limited;

Trading Property means each of the properties listed in Appendix 5 and, where the context so requires, means the buildings on that property; and

Trophy Properties means each of the Properties listed in Appendix 6.

OT Investments Corporation

Property Ref	Building Name	Address	Town	County	Postcode
BT0317	RIVERSIDE TOWER	LARVON PLACE	BELFAST	COUNTY ANTRIM	BT1 2U
CM0133	BT BLENTHWOOD	LONDON ROAD	BLENTHWOOD	ESSEX	CM
SE0175	ALEXANDER OTWAYMAN BELL HOUSE	LOCHSIDE VIEW	EDINBURGH	MIDLOTHIAN	EH12 9TH
CS0117	ALEXANDER BARR HOUSE	YORK STREET	GLASGOW	LANARKSHIRE	G3 8JH
LE0117	MADONIA PARK (MDC)	MADONIA PARK	LUTTERWORTH	LEICESTERSHIRE	LE
PM0135	SEVEN DARS WORKSTYLE	LONDON ROAD/HITCHIN HATCH LANE	BSVENDRAKS	RENT	IN

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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. 04222546

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 29th SEPTEMBER 2005 AND CREATED BY TELEREAL GENERAL PROPERTY GP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM DRUMMOND VENTURES TO ANY SECURED CREDITOR 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 14th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th OCTOBER 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —