



CHFP041

COMPANIES FORM No. 400

A/C 00400071

400

**Particulars of a mortgage or charge subject to which property has been acquired****A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

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 400 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 4)

For official use Company number

2

4313573

Name of company

\* Regal Nominees II Limited (*Company*).

Date and description of the instrument (if any) creating or evidencing the mortgage or charge (note 1)

Deed of Charge (*Charge*) dated 20 March 2000 Between Guardian Property Investments Limited (*Borrower*) and UBS AG, London Branch (*Security Trustee*)

Amount secured by the mortgage or charge See Continuation Sheet No. 1 (attached)

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

UBS AG, London Branch  
100 Liverpool Street  
London EC2M 2RH

Short particulars of the property mortgaged or charged

See Continuation Sheets No.s 2 to 10 (attached)

Continue overleaf as necessary

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

FRESHFIELDS BRUCKHAUS  
DERINGER  
65 FLEET STREET, LONDON  
ENGLAND  
UNITED KINGDOM EC4Y 1HS  
DX 23 LONDON/CHANCERY LANE

Time critical reference

For official use  
Mortgage Section

Post room

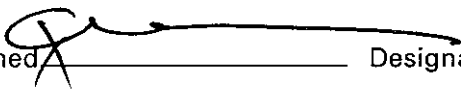
LD7  
COMPANIES HOUSE  
LDV  
COMPANIES HOUSE0436  
04/01/02  
VWV  
21/12/01

Short particulars of the property mortgaged or charged (continued)

Please do not  
write in  
this margin

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

Date of the acquisition of the property 21 December 2001

Signed  Designation <sup>†</sup> Director

Date 21 December 2001

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 3)

<sup>†</sup> Insert  
Director,  
Secretary,  
Administrator,  
or  
Administrative  
Receiver as  
appropriate

## Notes

1. A description of the instrument, e.g., "Trust Deed", "Debenture", etc, as the case may be, should be given.
2. A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the charge. 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. If the property is situated and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.
3. Cheques and Postal Orders are to be made payable to **Companies House**.
4. The address of the Registrar of Companies is:-  
  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

**Continuation Sheet No.1 to Form 400**

**Amount secured by the mortgage or charge**

All moneys obligations or liabilities (actual or contingent) of whatever nature which are at the date of the Charge or may at any time be or become due owing or incurred to the Bank or the Security Trustee by the Borrower in any manner whatsoever under or in respect of the Loan Agreement, the Charge and any other Transaction Documents.

The obligations and liabilities referred to above shall include, without limitation:

- (a) interest on any amounts to the date of repayment (before and after judgment) at such rates and on such terms as may from time to time be payable;
- (b) commission, discount and other banking charges;
- (c) costs and expenses (including any internal costs and expenses) incurred by the Security Trustee, the Secured Parties or any Receiver in relation to the Charged Property or in towards or incidental to the preparation completion perfection or enforcement of the security under the Charge or the preservation realisation or sale of the Charged Property; and
- (d) legal and other costs of the Security Trustee, the Secured Parties and any Receiver on a full indemnity basis and value added tax incurred on them.

**Continuation Sheet No.2 to Form 400**

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

By way of first legal mortgage, all the freehold or leasehold property described below including all estates, rights and interests in all freehold and leasehold property and all buildings, structures, fixtures, fittings and all fixed plant, machinery and equipment for the time being thereon (but excluding tenants' and trade fixtures and fittings) and the benefit of any covenants for title given or entered into by any predecessor in title to it and any monies paid or payable in respect of such covenants:

<b>County and District or London Borough</b>	<b>Title Number</b>	<b>Property</b>
London Borough of Camden	NGL291482	120 Holborn, London EC1
London Borough of Southwark	SGL185368	Sea Containers House, 20-22 Upper Ground, London SE1
London Borough of Tower Hamlets	EGL209636	Johnson Smirke Building Royal Mint Court, East Smithfield, London EC3
London Borough of Tower Hamlets	EGL209635	The Registry Royal Mint Court, East Smithfield, London EC3
London Borough of Tower Hamlets	EGL245184	Murray House Royal Mint Court, East Smithfield, London EC3
London Borough of Tower Hamlets	EGL245183	Dexter House Royal Mint Court, East Smithfield, London EC3
London Borough of Tower Hamlets	EGL274052	Sports Centre Royal Mint Court, East Smithfield, London EC3
London Borough of Camden	NGL590790	100 Avenue Road, Swiss Cottage, London NW3

**Continuation Sheet No.3 to Form 400**

London Borough of Islington	NGL727057	Farringdon Court, 20 Farringdon Road, London EC2
London Borough of Islington	NGL740395	Ramp Area Farringdon Court, 20 Farringdon Road, London EC1
London Borough of Wandsworth	SGL328834	Marco Polo Buildings, Queenstown Road, London SW8
London Borough of Wandsworth	SGL341172	Marco Polo Buildings, Queenstown Road, London SW8
London Borough of Wandsworth	TGL75605	Marco Polo Buildings, Queenstown Road, London SW8

To the extent the same are not the subject of any fixed Security Interest described above, by way of first fixed security:

- (a) all the Borrower's right, title and interest in and to the Rents;
- (b) all the Borrower's right, title and interest in and to the benefit of any Rent Guarantee and any Lease Covenant and any amounts payable under or receivable in respect of them;
- (c) the benefit of the Investment Management Agreement, the Property Management Agreement and of all licences, agreements, covenants, indemnities and rights affecting or concerning the Charged Property;
- (d) all the Borrower's right, title and interest in and to the Rent Account and the Proceeds Account and all moneys standing to the credit of the Rent Account and the Proceeds Account and all rights against the bank at which the Rent Account and the Proceeds Account is from time to time held in respect of the Rent Account and the Proceeds Account;
- (e) all the Borrower's right, title and interest in and to the Collection Account and in all moneys standing to the credit of the Collection Account for its benefit and in all rights against the bank at which the Collection Account is from time to time held in respect of the Collection Account, including, without limitation, its beneficial interest as tenant in common therein;
- (f) all the Borrower's right, title and interest in and to any present and future accounts or policies of insurance taken out by or on behalf of the Borrower or (to the extent of any such interest) in which the Borrower has an interest in respect of the property referred to above and any proceeds of any such insurances;

**Continuation Sheet No.4 to Form 400**

- (g) all the Borrower's remedies, causes and rights of action against any broker, valuer, solicitor or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any property referred to above; and
- (h) the Borrower's right to recover VAT on any supplies made to it relating to the Properties.

By way of first fixed security, all the Borrower's right, title, benefit and interest, present and future in, to and under the Sale Agreement and the Mezzanine Loan Agreement, including all rights to receive payment of any amounts which may become payable to the Borrower thereunder and all payments received by the Borrower thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof.

By way of first floating charge, the undertaking of the Borrower and all its plant and machinery (including all stock in trade) and whether or not expressed to be mortgaged or charged to the Security Trustee if and to the extent such property, assets and rights are not or have ceased to be effectively mortgaged or charged by way of first mortgage or fixed charge as described above.

Note: Until the Secured Amounts have been repaid and discharged, the Borrower has covenanted with the Security Trustee and the Secured Parties as follows:

- (a) not to create or attempt to create or permit to exist any Security Interest in, over or affecting any of the Charged Property; and
- (b) except (i) with the prior written consent of the Security Trustee or (ii) as provided in the Property Management Letter, not to transfer, sell, lend, lease, license or otherwise dispose of any of the Charged Property (such consent in the case of leasing or licensing and any transfer which complies with clauses 7.4 and 8.3 of the Loan Agreement not to be unreasonably withheld).

## Continuation Sheet No.5 to Form 400

### Definitions

For the purposes of this Form 400 the following defined terms shall have the following meanings:

***Accounts and Priorities Deed*** means the deed of even date with the Charge between the Security Trustee, the Bank and the Borrower relating inter alia, to the Rent Account and the Proceeds Account;

***Amendment Agreement*** means the agreement dated of even date with the Charge between the Bank, the Security Trustee and certain other companies named therein pursuant to which the Loan Agreement is amended and restated upon and subject to the terms set out therein;

***Bank*** means UBS AG, London branch in its capacity as lender under the Loan Agreement;

***Borrower's Representative*** means CIT Asset Management Limited;

***Charged Property*** means all or any part of the property for the time being comprised in or subject to the charges contained in the Charge;

***Collection Account*** means the account named Knight Frank Main Client Account held by the Property Manager with Barclays Bank PLC, Hanover Square Corporate Banking Centre, 8/9 Hanover Square, London W1A 4ZW, number 10519758 or such other trust account held by the Property Manager with the approval of the Security Trustee to which the Rents are paid;

***Collection Account Bank*** means the bank at which the Collection Account is held from time to time;

***Collection Account Bank's Undertaking*** means the undertaking by the Collection Account Bank to the Security Trustee in the form agreed between the Borrower's Representative and the Security Trustee;

***Consent Letter*** means the letter between the Borrower, certain other companies named therein, the Bank and the Security Trustee dated 27 February 2000;

***Crown*** means the party entitled to the reversionary interest created by the RMC Headleases and its successors in title;

***Fee Letters*** means the letters of even date with the Loan Agreement from the Bank relating to the fees to be charged pursuant to clause 9.2 of the Loan Agreement;

***Intercreditor Deed*** means the intercreditor deed of even date with the Charge between the Bank, the Security Trustee, the Borrower and London Property Facilities Ltd as the mezzanine lender;

**Continuation Sheet No.6 to Form 400**

**Investment Adviser** means CIT Asset Management Limited or such other person as the Borrower may with the consent of the Security Trustee appoint to advise on the management of its investments;

**Investment Adviser's Undertaking** means the undertaking by the Investment Adviser to the Security Trustee in the form agreed between the Borrowers' Representative and the Security Trustee;

**Investment Management Agreement** means the investment management agreement subsisting from time to time between the Investment Adviser and the Borrower on terms reasonably acceptable to the Security Trustee;

**Lease** includes any letting, any underlease or sublease (howsoever remote) and any tenancy or licence to occupy, and any agreement for any lease, letting, underlease, sublease or tenancy;

**Lease Covenant** means any agreement, deed, indemnity or covenant by the tenants, lessees, licensees or other parties, and any claim or right of action, under or in connection with any Lease or the Properties;

**Loan Agreement** means the loan agreement dated 5 February 1998 between the Bank, the Borrower, the Investment Adviser and the Security Trustee as amended and restated pursuant to (i) an agreement dated 9 June 1998 and (ii) the Amendment Agreement and novated pursuant to the Novation Agreement;

**Margin Letters** means the letters of even date with the Loan Agreement from the Bank setting out the margins applicable to the Loan Agreement;

**Mezzanine Loan Agreement** means the loan agreement dated 27 February 2000 between the Borrower and London Property Facilities Ltd as amended by a letter dated on or about the date of the Charge;

**Novation Agreement** means the novation agreement of even date with the Charge between the Bank, the Borrower, the Investment Adviser, certain other companies named therein and the Security Trustee pursuant to which those certain other companies novated all their rights and obligations under the Loan Agreement to the Borrower;

**Other Borrowers** means (if any) each of the borrowers (other than the Borrower) from time to time under the Loan Agreement;

**Other Charges** means each deed of charge entered into or to be entered into between the Security Trustee and (if any) each of the Other Borrowers to secure its obligations under the Loan Agreement;

**Proceeds Account** means an account number 328323.01 in the name of the Borrower held with the Bank into which the proceeds of sale of the Charged Property are to be paid pursuant to the Loan Agreement;



**Continuation Sheet No.7 to Form 400**

**Properties** means the freehold or leasehold properties described below and **Property** shall mean any one of the Properties:

<b>County and District or London Borough</b>	<b>Title Number</b>	<b>Property</b>
London Borough of Camden	NGL291482	120 Holborn, London EC1
London Borough of Southwark	SGL185368	Sea Containers House, 20-22 Upper Ground, London SE1
London Borough of Tower Hamlets	EGL209636	Johnson Smirke Building Royal Mint Court, East Smithfield, London EC3
London Borough of Tower Hamlets	EGL209635	The Registry Royal Mint Court, East Smithfield, London EC3
London Borough of Tower Hamlets	EGL245184	Murray House Royal Mint Court, East Smithfield, London EC3
London Borough of Tower Hamlets	EGL245183	Dexter House Royal Mint Court, East Smithfield, London EC3
London Borough of Tower Hamlets	EGL274052	Sports Centre Royal Mint Court, East Smithfield, London EC3
London Borough of Camden	NGL590790	100 Avenue Road, Swiss Cottage, London NW3
London Borough of Islington	NGL727057	Farringdon Court, 20 Farringdon Road, London EC2

**Continuation Sheet No.8 to Form 400**

London Borough of Islington	NGL740395	Ramp Area Farringdon Court, 20 Farringdon Road, London EC1
London Borough of Wandsworth	SGL328834	Marco Polo Buildings, Queenstown Road, London SW8
London Borough of Wandsworth	SGL341172	Marco Polo Buildings, Queenstown Road, London SW8
London Borough of Wandsworth	TGL75605	Marco Polo Buildings, Queenstown Road, London SW8

***Property Management Agreement*** means the management agreement subsisting from time to time between the Property Manager and the Investment Adviser in relation to the management of the Properties on terms reasonably acceptable to the Security Trustee;

***Property Management Letter*** means the letter dated on or about the date of the Charge from the Security Trustee to the Borrower;

***Property Manager*** means Knight Frank and, in the case of the Property known as Sea Containers House, Sea Containers House Management Limited, or such other person as the Borrower may with the prior written consent of the Security Trustee appoint to manage the Properties on its behalf;

***Property Manager's Undertaking*** means the undertaking by the Property Manager to the Security Trustee in the form agreed between the Borrowers' Representative and the Security Trustee;

***Receiver*** includes any person or persons appointed (and any additional person or persons appointed or substituted) as receiver by the Security Trustee under the Charge or otherwise;

***Rent Account*** means an account number 328323.02 in the name of the Borrower held with the Bank to which all Rents are credited;

***Rent Guarantee*** means any guarantee or other assurance granted at any time by a third party, or any deposit, fund or other assets at any time provided as security, in respect of any liability of either a tenant under any of the Leases or any other occupier(s) of any part of the freehold and leasehold property comprised in the Charged Property or in respect of any Lease Covenant;

***Rents*** means all right title and interest in the aggregate of all amounts now or at any future time paid or payable to or for the benefit or account of the Borrower in connection with any Lease of any part of the Charged Property (other than any amount payable to the Crown or permitted to be deducted by the Crown under the

**Continuation Sheet No.9 to Form 400**

provisions of the RMC Headleases) including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable:

- (a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any other moneys payable in respect of occupation and/or usage of such property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (c) any sums awarded or agreed to be payable as a result of any proceedings taken or claim made for and in respect of the items in paragraphs (a) and (b) above;
- (d) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Borrower from any party) in furtherance of such proceedings so taken or claim so made;
- (e) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon net of any costs, fees and expenses paid (and which have not been reimbursed to or recovered by, and which are not reimbursable to, or recoverable by, the Borrower from any party) in furtherance of any claims made under such policy;
- (f) 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 Lease or occupancy agreement; and
- (g) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,

but after deducting any amounts relating to value added or similar taxes, insurance, service charge and such other amounts as may be required to be deducted under law from time to time;

***RMC Headleases*** means the leases listed in Schedule 2 of the Charge;

***Sale Agreement*** means the sale agreement dated 27 February 2000 pursuant to which certain companies named therein agreed to sell and the Borrower agreed to purchase the Properties.

***Secured Amounts*** means all moneys obligations and liabilities referred to in Continuation Sheet No. 1 to this Form 400;

***Secured Parties*** means the Bank and the Security Trustee or any of them (as the context may require);

**Continuation Sheet No.10 to Form 400**

***Security Interest*** means (in relation to the Charged Property) any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off, title transfer or retention arrangement or agreement, or any security interest whatsoever, howsoever created or arising; and

***Transaction Documents*** means each of the Charge, the Loan Agreement, the Novation Agreement, each of the Other Charges, the Accounts and Priorities Deed, the Collection Account Bank's Undertaking, the Property Management Letter, the Investment Adviser's Undertaking, the Intercreditor Deed, the Consent Letter, the Property Manager's Undertaking, the Fee Letters, the Margin Letters and any other document amending or supplementing the same or constituting or evidencing security in respect of the same.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04313573

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE FOR ALL MONIES DUE SECURED ON THE PROPERTY ACQUIRED BY REGAL NOMINEES II LIMITED ON THE 21st DECEMBER 2001 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th JANUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JANUARY 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*P. P. P. P.*