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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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

		6
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4376720

395

0073473

120

Name of company

* St Paul's House Leeds Nominee No. 1 Limited (the "Company")

Date of creation of the charge

20 March 2003

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

Debenture (the "Deed")

Amount secured by the mortgage or charge

All and any moneys, obligations and liabilities now or in the future due owing or incurred by the Company and any other Chargor to the Finance Parties in whatever currency denominated whether actually or contingently and whether alone or jointly with any other person and whether as principal or surety under the Finance Documents including all interest, commissions, fees and all legal and other costs, charges and expenses which any Finance Party may charge the Company and any other chargor or incur under any Finance Document (the "Secured Liabilities").

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

Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch, 110 Cannon Street, London
(as Security Trustee for the Finance Parties)

Postcode EC4N 6EW

Presentor's name address and
reference (if any):
Nicholson Graham & Jones
110 Cannon Street
London
EC4N 6AR

Ref: KEN/H558-78/DEB
Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0436
02/04/03

Short particulars of all the property mortgaged or charged

1.1 Fixed and floating charges

As a continuing security for the payment of all Secured Liabilities, the Company charges:

(a) by way of legal mortgage:

(i) the property described in the Schedule (Real Property); and

(ii) all freehold and leasehold property vested in it from time to time, whether or not the title is registered at HM Land Registry;

(b) by way of fixed charge:

(i) all its interest from time to time in any freehold and leasehold property belonging to it from time to time not charged by way of legal mortgage in the Deed;

(ii) all buildings and fixtures (including trade and tenant's fixtures belonging to it) now and in the future on any Real Property and all plant and machinery now and in the future annexed to any Real Property;

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed  Date (April 2003

On behalf of 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)

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 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

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Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

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Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
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* St Paul's House Leeds Nominee No. 1 Limited (the "Company")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

- (iii) all other interests now and in the future belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter upon or use land;
- (iv) the benefit of all other agreements relating to land to which it is or may become a party or otherwise entitled;
- (v) all its right to and interest in any proceeds of sale of the whole or any part of the Charged Property (including, without limitation, any compensation received by it as a result of any notice or order referred to in Clause 5.8(d) (Notices) of the Deed which may at any time be held or received by it or anybody else on its behalf);
- (vi) all its right to and interest in the Deposit;
- (vii) all claims it may have in relation to moneys (and interest) from time to time standing to the credit of any of its present and future accounts with any bank, financial institution or other person (including the Accounts) and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- (viii) all its book debts and other debts and prepayments existing now or in the future and whether payable now or in the future and all its rights and claims against third parties existing now or in the future and capable of being satisfied by the payment of money;
- (ix) right to recover any VAT on supplies made to it relating to the Charged Property and any sums so received;
- (x) the Scheduled Securities; and
- (xi) all its goodwill and uncalled capital from time to time;
- (c) by way of assignment:
 - (i) the Rental Income;
 - (ii) all its right, title and interest in and to all payments made under all present and future insurance policies in respect of the Charged Property;
 - (iii) all of its present and future rights, title and interest in and to and any claims to which it is now or may in the future become entitled under each Acquisition Agreement including any warranties and representations given or made in an Acquisition Agreement and sums which shall from time to time become payable to the Company by a Vendor or any party under an Acquisition Agreement or any provision thereof and all its rights arising out of or in connection with any breach or default by any party to an Acquisition Agreement or under any of the terms, obligations, covenants, undertakings or conditions of an Acquisition Agreement;
 - (iv) to the extent that the same are capable of assignment, all rights and claims to which it is now or may in the future become entitled in relation to the Real Property including, without limitation, all rights and claims it may have from time to time against persons who now are, have been or may become lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Real Property and all guarantors and sureties for the obligations of such persons and any security taken from any such persons;
 - (v) all rights and claims to which it is now or may in the future become entitled in relation to each Management Agreement and any other agreements entered into by the Company in connection with the management of the Real Properties, including, without limitation, all rights and claims against each Manager and any other managing agent appointed by the Company in connection with the management of the Real Properties from time to time;
 - (vi) all rights under any agreement or arrangement (including the Senior Hedging Arrangements and the Mezzanine Hedging Arrangements) it may enter into now or in the future with any person for the purpose of or in connection with the

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fixing, capping or hedging of the rate of interest payable by it in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement;

(vii) all its Intellectual Property;

(viii) to the extent that the same are capable of assignment:

(A) the benefit of all rights and claims to which it is now or may in the future become entitled under all present and future building contracts relating to the Real Property and all guarantees, warranties and representations given or made by and any rights and remedies against all or any building contractors at any time engaged in relation to the Real Property together with the benefit of all sums recovered in any proceedings against all or any such persons; and

(B) the benefit of all appointments, contracts, guarantees, representations, warranties and undertakings given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by it in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in or on the buildings erected or to be erected on the Charged Property and any other person firm or company now or from time to time under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent company guarantee or guarantees) together with benefit of all sums recovered in any proceedings against all or any of such persons; and

(d) by way of floating charge, its undertaking and all its other property, assets and rights not effectively charged by Clause 3.1 of the Deed both present and future (including but not limited to its stock in trade and its heritable and other property, assets and rights in Scotland).

NOTE:

1.2 Priority

The charges created by the Deed:

- (a) are created in favour of the Security Trustee as agent for and trustee for the Finance Parties;
- (b) rank as first charges, mortgages and assignments; and
- (c) are given with full title guarantee.

1.3 Negative pledge

- (a) The Company shall not without the prior written consent of the Security Trustee, other than in accordance with the terms of the Finance Documents, create or permit to subsist or arise any Security on the Charged Property.
- (b) Subject to paragraph (a) above, any Security on the Charged Property created in the future by the Company (otherwise than in favour of the Security Trustee) shall be expressed to be subject to the Deed.

1.4 Powers of leasing

- (a) The Company shall not, other than as permitted in the Finance Documents, exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 and 100 of the Act or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same.
- (b) The Security Trustee shall be entitled to grant or agree to grant or vary or reduce any sum payable under or accept surrenders of leases and grant options without restriction (and without the need to comply with Sections 99 and 100 of the Act) on such terms and conditions as the Security Trustee shall think fit.

1.5 Restrictions on disposals

The Company shall not without the prior written consent of the Security Trustee, other than in accordance with the Finance Documents part with or dispose of or grant any lease in respect of any Charged Property. Without limitation, the

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Company shall not without the prior written consent of the Security Trustee, sell, assign, discount, factor, pledge, charge or otherwise dispose of its debts or choses in action or otherwise deal with the same except in accordance with the terms of the Finance Documents nor sell assign or dispose of any Intellectual Property.

1.6 Conversion of floating charge

The Security Trustee may from time to time by notice in writing to the Company following the occurrence of a Default convert the floating charge contained in Clause 3.1(d) of the Deed into a fixed charge as regards any Charged Property specified in such notice or if the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to otherwise be in jeopardy.

1.7 Automatic Conversion

Notwithstanding anything contained in the Deed, if without the prior written consent of the Security Trustee and other than in accordance with the terms of the Finance Documents:

(a) the Company creates any Security (whether by way of fixed or floating security) over or otherwise encumbers any of the Charged Property subject to a floating charge pursuant to the Deed or attempts to do so; or

(b) if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Charged Property,

the floating charge created by the Deed over such of the Charged Property shall automatically without notice operate and have effect as a fixed charge instantly when such event occurs.

1.8 Receivables

The Company shall not, without the prior written consent of the Security Trustee, other than in accordance with the terms of the Finance Documents, release, exchange, compound, set-off, grant time or indulgence in respect of or otherwise deal with any Rental Income and any other receivables proceeds.

1.9 The Deposit

(a) The Company shall not, without the prior written consent of the Security Trustee, other than in accordance with the terms of the Finance Documents, at any time be entitled to withdraw or transfer or require payment of, and the Security Trustee shall be under no obligation to repay, the whole or any part of the Deposit during the Security Period.

(b) The rights and interests of the Company to and in the Deposit are personal to it and shall not be capable of being assigned, charged, dealt with or otherwise disposed of in any way without the prior written consent of the Security Trustee.

1.10 Scheduled Securities

(a) The Company shall not, other than in accordance with the terms of the Finance Documents:

(i) further charge or otherwise create any encumbrance over its (or any part of its) right, title and interest in and to the Scheduled Securities;

(ii) sell, transfer or otherwise dispose of the benefit of or agree to sell, transfer or otherwise dispose of the benefit of its (or any part of its) right, title and interest in and to the Scheduled Securities; or

(iii) take or omit to take action, the taking or omission of which would or might impair the interest of the Finance Parties in the Scheduled Securities.

Schedule

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* St Paul's House Leeds Nominee No. 1 Limited (the "Company")

("Real Property")

All that freehold land situate at and known as St Paul's House, St Paul's Street, Leeds as the same is registered with absolute title at HM Land Registry under title number WYK71561 and the car park on the east side of Little Queen Street as the same is registered at HM Land Registry under title number WYK258186.

In these particulars the following definitions are used:

"Acceding Guarantor" means, in connection with a proposed Utilisation, a party proposing to become a Guarantor by (inter alia) entering into a Deed of Accession and the relevant Security Documents, being either:

(a) a person set out in Schedule 3 (The Properties) of the Facility Agreement being an owner of or having an interest in an Acceding Property; or

(b) a wholly owned Subsidiary of the Company newly incorporated in England and Wales, Scotland or Northern Ireland proposing to acquire an Acceding Property or an interest in an Acceding Property;

"Acceding Property" means:

(a) a Property (and all relevant interests in a Property) intended to be funded by a Utilisation and proposed to be charged to the Security Trustee pursuant to the terms of a Debenture; or

(b) a Substitute Property (or all relevant interests in a Substitute Property);

"Accounts" means each of the Deposit Account, the General Account, each Rent Account, the Retentions Account and the Substitution Account;

"Acquisition Agreement" means each and any agreement between a Vendor and an Obligor or Obligors for the purchase by an Obligor or Obligors of each Acceding Property and each Acceding Guarantor;

"Act" means the Law of Property Act 1925;

"Agent" means the Senior Agent and the Mezzanine Agent;

"Arranger" means the Senior Arranger and the Mezzanine Arranger;

"Borrower" means CGIS Group (No. 3) Limited;

"Charged Property" means the undertaking, property, rights and assets of the Company charged and/ or assigned by the Deed and includes any part thereof and any interest therein;

"Chargor" means each and any of the Company, St. Paul's House Leeds Nominee No. 2 Limited, C.G.I.S. St. Paul's House Limited, C.G.I.S. Tewkesbury Limited, C.G.I.S. (No. 3) Finance One Limited and C.G.I.S. (No. 3) Finance Two Limited and any party becoming a Guarantor under the Facility Agreement;

"Commitment" means:

(a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Schedule 1 (The Original Lenders) of the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement; and

(b) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement, to the extent not cancelled, reduced or transferred by it under the Facility Agreement;

"Debenture" means a debenture to be executed or to be executed by each Obligor substantially in the form of Schedule 7 (Form of Debenture) of the Facility Agreement in favour of the Security Trustee in form and content satisfactory to the Security Trustee;

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"Deed of Accession" means a deed in the form of Schedule 8 (Form of Deed of Accession);

"Default" means an Event of Default or any event or circumstance specified in Clause 22 (Events of Default) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default;

"Deposit" means any and all sums for the time being standing to the credit of, and the debt represented by, each of the Accounts, together with all interest accruing thereon;

"Deposit Account" means an interest bearing account of the Borrower with Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch, 41 Moorgate, London EC2R 6PP (Sort Code No: 30-10-61) bearing account no. 163594 and any successor account designated by the Agent;

"Event of Default" means any event or circumstance specified as such in Clause 22 (Events of Default) of the Facility Agreement;

"Facility" means the term loan facility made available under the Facility Agreement as described in Clause 2.1 (The Facility) of the Facility Agreement;

"Facility Agreement" means each and any of the Senior Facility Agreement and the Mezzanine Facility Agreement;

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Company (or the Agent and the Company) setting out any of the fees referred to in Clause 25 (Fees) of the Facility Agreement;

"Finance Document" means each and any of the Senior Finance Documents, the Mezzanine Finance Documents and the Intercreditor Deed;

"Finance Party" means each and any of the Senior Finance Parties and the Mezzanine Finance Parties;

"General Account" means an account of the Borrower to be opened with a recognised clearing bank in the United Kingdom and any successor account permitted in accordance with the provisions of Clause 12.10 (Change of Bank Account) of the Facility Agreement provided that such account shall only be recognised by the Security Trustee as the General Account if the Security Trustee is in receipt of an acknowledgement from the deposit bank with which such account is to be held of a notice from the Borrower in the form set out in Schedule 4 of the Deed;

"Guarantor" means an Acceding Guarantor with effect from the date that it shall have been accepted as such by the Agent until such time as such Guarantor has disposed of all of its interests in a Property or until it ceases to be ultimately wholly owned by the Borrower pursuant to Clause 21.7 (Disposals and substitutions) of the Facility Agreement;

"Hedging Arrangement" means an interest rate swap, cap or other agreement or arrangement entered or to be entered into by the Company from time to time for the hedging of the interest (or any part of it) payable by the Company under the Facility Agreement;

"Hedge Counterparty" means Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch;

"Intellectual Property" means (to the extent of the Company's interest in them) the copyright in all drawings, designs, specifications, plans and other written materials relating to any products from time to time used by it and all other intellectual property rights including without limitation, all patents, trade marks, service marks, trade and business names, knowhow, computer software, programs and systems, designations on or patterns of the labels and packages of any products from time to time used by it and all manufacturing and sales rights in relation to any products from time to time used by it (including the benefit of any licences or consents relating to the above);

"Intercreditor Deed" means an intercreditor deed dated 24 December 2002 and entered into between, amongst others, the Agent, the Lenders, the Security Trustee and the Obligors;

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* St Paul's House Leeds Nominee No. 1 Limited (the "Company")

"Lender" means any Mezzanine Lender and any Senior Lender;

"Loan" means any Mezzanine Loan and any Senior Loan;

"Management Agreement" means each and any management agreement entered or to be entered into between a Manager (1) and an Obligor (2) in respect of the appointment of a Manager to manage a Property, in form and content satisfactory to the Agent;

"Manager" means each of:

(a) Marcol Management Limited (registered in England under number 2665256) whose registered office is at 48 Portland Place, London, W1B 4AJ;

(b) King Sturge & Co. whose place of business is at 7 Stratford Place, London W1C 1ST;

(c) Montagu Evans whose place of business is at Premier House, 44-48 Dover Street, London, W1S 4AZ; and

(d) Nelson Bakewell Limited (registered in England under number 2116907) whose registered office is at 25 Sackville Street, London W1S 3HQ;

and/or any other manager appointed by an Obligor, with the prior written approval of the Agent (such consent not to be unreasonably withheld or delayed), to manage a Property;

"Manager's Undertaking" means each and any undertaking entered or to be entered into by a Manager from time to time in a form and content satisfactory to the Security Trustee relating to the management of a Property;

"Mezzanine Agent" means Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch or any replacement agent under the Mezzanine Facility Agreement appointed in accordance with the Mezzanine Facility Agreement;

"Mezzanine Arranger" means HVB Real Estate Capital Limited;

"Mezzanine Facility Agreement" means the £13,751,700 facility agreement dated 24 December 2002 and entered into between, amongst others, the Borrower, the Mezzanine Lenders, the Hedge Counterparty, the Mezzanine Arranger, the Mezzanine Agent and the Security Trustee as the same was restated on 19 March 2003 and as the same may have been, or may from time to time be, amended, novated, supplemented or further restated;

"Mezzanine Finance Documents" means the Finance Documents as defined in the Mezzanine Facility Agreement;

"Mezzanine Finance Party" means a Finance Party as defined in the Mezzanine Facility Agreement;

"Mezzanine Hedging Arrangement" means a Hedging Arrangement as defined in the Mezzanine Facility Agreement;

"Mezzanine Lender" means a Lender as defined in the Mezzanine Facility Agreement;

"Mezzanine Loan" means a Loan as defined in the Mezzanine Facility Agreement;

"Mezzanine Security Documents" means the Security Documents as defined in the Mezzanine Facility Agreement consisting, inter alia, at the date of the Deed of any Debenture, the Shares Charge, the Subordination Deed and any Manager's Undertaking;

"Obligor" means each and any of the Company and the Borrower and the Guarantors;

"Occupational Lease" means any unconditional agreement for lease or occupational lease or licence to which a Property may be subject from time to time;

"Original Lender" means a financial institution listed in Schedule 1 of the Facility Agreement as a Senior Lender or a Mezzanine Lender;

"Party" means a party to the Facility Agreement;

"Property" means (subject to Clause 21.7 (Disposals and substitutions) of the Facility Agreement any Acceding Property

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(other than for the purposes of Schedules 2 and 4 of the Facility Agreement) with effect from the date that such Property shall be charged to the Security Trustee pursuant to the terms of the Security Documents;

"Real Property" shall mean the Charged Property from time to time charged by the Company pursuant to Clauses 3.1(a), 3.1(b)(i) (Fixed and floating charges) of the Deed;

"Rent Account" means an interest bearing account in the name of the legal owner(s) of each Property maintained with Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch, 41 Moorgate, London EC2R 6PP (Sort Code No: 30-10-61) into which all Rental Income from the relevant Property will be paid and any successor account designated by the Agent;

"Rental Income" means the gross rents, licence fees and other moneys receivable at any time by the Obligors in respect of or arising out of any Occupational Lease or any agreements for lease or otherwise without limitation derived by the Obligors from the Properties or otherwise paid to or received by the Obligors in respect of the Properties (including without limitation all mesne profits);

"Retentions Account" means an interest bearing account of the relevant Obligor with Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch, 41 Moorgate, London EC2R 6PP (Sort Code No: 30-10-61) bearing account no. 163594 and any successor account designated by the Agent;

"Scheduled Securities" means the rights, title and interest present and future of the Company in and to:

- (a) the shares stocks and securities listed in Schedule 9 of the Deed;
- (b) any other shares stocks and securities issued to the Company to be substituted from time to time for those shares stocks and securities referred to in paragraph (a) above;
- (c) all interest, dividends (cash or otherwise), bonus issues, distributions, allotments, offers by way of rights, benefits, rights, proceeds and entitlements arising from or attaching to any of the securities referred to in (a) and (b) above;

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

"Security Period" means the period beginning on the date of the Deed and continuing for so long as any amount is outstanding under the Finance Documents or any Commitment under the Finance Documents is in force;

"Security Trustee" means Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch;

"Senior Agent" means Bayerische Hypo- und Vereinsbank, Aktiengesellschaft, London Branch or any replacement agent under the Senior Facility Agreement appointed in accordance with the Senior Facility Agreement;

"Senior Facility Agreement" means the £72,372,000 facility agreement dated 24 December 2002 and entered into between, amongst others, the Borrower, the Senior Lenders, the Hedge Counterparty, the Senior Arranger, the Senior Agent and the Security Trustee as the same was restated on 19 March 2003 and as the same may have been, or may from time to time be, amended, novated, supplemented or further restated;

"Senior Finance Documents" means the Finance Documents as defined in the Senior Facility Agreement;

"Senior Finance Party" means a Finance Party as defined in the Senior Facility Agreement;

"Senior Hedging Arrangement" means a Hedging Arrangement as defined in the Senior Facility Agreement;

"Senior Lender" means a Lender as defined in the Senior Facility Agreement;

"Senior Loan" means a Loan as defined in the Senior Facility Agreement;

"Senior Security Documents" means the Security Documents as defined in the Senior Facility Agreement, consisting, inter alia, at the date of the Deed, of any Debenture, the Shares Charge, the Subordination Deed and any Manager's Undertaking;

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"Shareholder" means each and any of City & General (Holdings) Limited (registered in England under number 04216142) and Uberior Ventures Limited (registered in Scotland under number SC235067);

"Shares Charge" means a first fixed equitable charge dated 24 December 2002 executed by the Shareholders in favour of the Security Trustee in form and content satisfactory to the Security Trustee over the shares held by the Shareholders in the Borrower;

"Subordinated Creditor" means C.G.I.S. Group Limited (registered in England under number 01639334) and each and any Obligor;

"Subordinated Loans" means the aggregate of any loans made available or to be made available by the Subordinated Creditor to the Company from time to time;

"Subordination Deed" means a deed of subordination executed or to be executed by each Obligor and the Subordinated Creditor in favour of the Security Trustee in form and content satisfactory to the Security Trustee and in respect of moneys due from the Obligors to other Obligors or to the Subordinated Creditor (including without limitation any Subordinated Loans);

"Substitute Property" means any freehold, feuhold, heritable or leasehold interest in any land in each case located in England and Wales, Scotland or Northern Ireland proposed to be charged to the Security Trustee pursuant to the terms of a Debenture in accordance with Clause 21.7 (Disposals and substitutions) of the Facility Agreement;

"Substitution Account" means an account of the Borrower bearing interest at money market rates with Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch, 41 Moorgate, London, EC2R 6PP (Sort Code No: 30-10-61) bearing account no. 163594) and any successor account designated by the Agent;

"Utilisation" means a utilisation of the Facility;

"Utilisation Request" means a notice substantially in the form set out in Schedule 4 (Utilisation Request) of the Facility Agreement; and

"Vendor" means a person being either a vendor or a guarantor of a vendor, of an Acceding Property or the shares of an Acceding Guarantor to an Obligor pursuant to the terms of an Acquisition Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04376720

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th MARCH 2003 AND CREATED BY ST PAUL'S HOUSE LEEDS NOMINEE NO 1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND ANY OTHER CHARGOR TO THE FINANCE PARTIES 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 2nd APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th APRIL 2003.

Page



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES