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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

		4
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007473/120
4376720

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)

Deeds of Accession (the "Deed") both dated 20 March 2003 to a Subordination Deed dated 24 December 2002 (the "Subordination Deed") pursuant to which the Company will become an Obligor and a Subordinated Creditor under the Subordination 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 an Obligor 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 or incur under any Finance Document (the "Senior 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\ACC DEED

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0432
02/04/03

Short particulars of all the property mortgaged or charged

All present and future sums, liabilities and obligations payable or owing by an Obligor (whether actual or contingent, jointly or severally or otherwise howsoever) to any Subordinated Creditor (the "Subordinated Liabilities").

So long as the Senior Liabilities are outstanding, no Subordinated Creditor will without the prior written consent of the Security Trustee:

- (a) assign or purport to assign to any person the whole or any part of the Subordinated Liabilities;
- (b) purport to set off at any time any amount of the Subordinated Liabilities against any amount payable by it to an Obligor;
- (c) attempt to obtain repayment or prepayment of principal or payment of any interest, fees or commissions (but without prejudice to accrual thereof) on, or by reference to, any of the Subordinated Liabilities otherwise than in accordance with the terms of the Deed;

(cont...)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed  Date 1 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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Company number

4376720

Name of company

* insert full name
of company

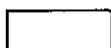
* St. Paul's House Leeds Nominee No. 1 Limited (the "Company")

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)



M395 Continuation

Company number

4376720

Name of company

* insert full name
of company

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

Addendum 3/4

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

Name of company

* insert full name
of company

* 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)

(d) (other than in the case of Permitted Payments) take, receive, ask, demand or accelerate (including, without limitation, by way of cash receipt or set-off) the whole or any part of the Subordinated Liabilities or any security therefor;

(e) sue, claim or prove for, from an Obligor in any manner whatsoever (including, without limitation, by way of cash receipt or set-off) the whole or any part of the Subordinated Liabilities or any security therefor;

(f) petition for, or vote in favour of, any resolution or take any other action whatsoever for, or which may lead to, the administration, winding-up or dissolution of an Obligor; or

(g) take or omit to take any action whereby the subordination of the Subordinated Liabilities or any part thereof to the Senior Liabilities might be terminated, impaired or adversely affected.

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 Borrower 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);

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

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

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

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

"Debenture" means a debenture 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;

"Default" means an Event of Default or any event or circumstance specified in Clause 2.1 (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;

"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 Credit Agreement and the Mezzanine Credit Agreement;

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

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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;

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

"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;

"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 Credit Agreement appointed in accordance with the Mezzanine Credit Agreement;

"Mezzanine Arranger" means HVB Real Estate Capital Limited;

"Mezzanine Credit Agreement" means the £13,751,700 credit 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 Credit Agreement;

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



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

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

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

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

"Obligors" means each and any of:

- (a) the Company;
- (b) the Borrower; and
- (c) any party becoming an Acceding Guarantor under the Facility Agreement;

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

"Original Subordinated Creditors" means the Borrower and C.G.I.S. Group Limited (registered in England under number 01639334);

"Party" means a party to the Facility Agreement;

"Permitted Payment" means, provided that no Default shall be continuing, the making of a dividend by an Obligor to a Subordinated Creditor or the payment of interest on any of the Subordinated Liabilities but in each case only to the extent that the same is permitted under the terms of the Facility Agreement and to the extent of monies available in the General Account to make the necessary payments;

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

"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 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 Credit Agreement appointed in accordance with the Senior Credit Agreement;

"Senior Credit Agreement" means the £72,372,000 credit 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 Credit Agreement;

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

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

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

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

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

"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 Creditors" means each and any of:

- (a) the Original Subordinated Creditors;
- (b) the Company; and
- (c) any party becoming an Acceding Guarantor under the Facility Agreement;

"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; and

"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.

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 DEEDS OF ACCESSION TO A SUBORDINATION DEED DATED 24 DECEMBER 2002 PURSUANT TO WHICH THE COMPANY WILL BECOME AN OBLIGOR AND SUBORDINATED CREDITOR UNDER THE SUBORDINATION DEED AND 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 BY AN OBLIGOR 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.

2003



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —