

# M

COMPANIES FORM No. 395

196.310 | 377

## Particulars of a mortgage or charge

# 395

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

CHFP025

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 395 of the Companies Act 1985

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

For official use

Company number

12

04525593

Name of company

\* London & Regional PFI Projects Holdings Limited (the **Pledgor**)

Date of creation of the charge

28 July 2006

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

Mortgage of shares (the **Deed**) between the Pledgor and the Borrower Security Trustee (as defined below)

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 each Obligor to any Beneficiary under each Finance Document, each Chargor under the Deed and London & Regional Group Holdings Limited under the Tax Deed of Covenant, except for any obligation which, if it were so included, would result in the Deed contravening any law (including Section 151 of the Companies Act 1985) (the **Secured Liabilities**)

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

The Bank of New York (the **Borrower Security Trustee**) as agent and trustee for itself and each of the Borrowed Secured Creditors, One Canada Square, London

Postcode E14 5AL

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

Allen & Overy LLP  
One New Change  
London  
EC4M 9QQ

Doc No: ICM/3162304

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



See continuation sheet

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

*Allen & Overy LLP*

Date

*04/08/06*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**1. SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**1.1 Security**

The Pledgor has charged:

- (a) by way of a first legal mortgage all the Shares (other than the Scottish Securities) owned by it or held by any nominee on its behalf; and
- (b) by way of a first fixed charge, all Related Rights (other than the Scottish Related Rights).

**1.2 Pledge of Scottish Securities**

As security for the payment and discharge of the Secured Liabilities, the Pledgor

- (i) has pledged and assigned to the Borrower Security Trustee its whole right, title, interest and benefit in and to the Scottish Shares together with the Scottish Related Rights relative thereto; and
- (ii) has agreed to pledge and assign to the Borrower Security Trustee all other shares (if any) in the Scottish Companies which are, or the certificates or other documents for which are, now or hereafter held by, transferred or delivered to or registered in the name of the Borrower Security Trustee or its nominee or otherwise agreed to be held on the terms of the Deed (which other shares being called, together with the Scottish Shares, the **Scottish Securities**) together with the Scottish Related Rights relative thereto.

**2. RESTRICTIONS ON DEALINGS**

The Pledgor may not:

- (a) create or allow to subsist any Security Interest (other than the Deed) on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset; or
- (c) create, grant or allow to subsist any restriction on the ability to transfer or realise any of the Security Assets;

except as expressly allowed under the Finance Documents.

**3. VOTING RIGHTS**

**(a) Before the Security becomes enforceable:**

- (i) the voting rights, powers and other rights in respect of the Security Assets (other than the Scottish Securities) must (if exercisable by the Borrower Security Trustee) be exercised in any manner which the Pledgor may direct in writing, provided such direction is not in contravention of any other provision of any Finance Document;
- (ii) the voting rights, powers and other rights in respect of the Scottish Securities may be exercised by the Pledgor to the extent that such exercise does not prejudice the value of the Security or the ability of the Borrower Security Trustee to realise the Security and the Borrower Security Trustee and any nominee of the Borrower Security Trustee in whose

name the Scottish Securities are registered shall execute any form of proxy or other document reasonably required in order for the Pledgor to do so.

- (b) The Pledgor must indemnify the Borrower Security Trustee against any loss or liability incurred by the Borrower Security Trustee as a consequence of the Borrower Security Trustee acting in respect of the Security Assets on the direction of the Pledgor or as a result of the Pledgor acting as proxy.
- (c) After the Security has become enforceable, the Borrower Security Trustee may exercise or refrain from exercising (in the name of the Pledgor or in its own name or that of its nominee, as appropriate and without any further consent or prior notice to or authority on the part of the Pledgor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of the Security Assets, any person who is the holder of any Security Assets or otherwise.
- (d) In relation to the Scottish Securities, in exercising its rights under Clause 7.6(c) of the Deed (as set out in Clause 3(c) above) the Borrower Security Trustee may revoke, or cause to be revoked, any proxies given pursuant to Clause 7.6(a)(ii) of the Deed (as set out in Clause 3(a)(i) above) and is authorised to exercise voting and other rights or powers in any manner the Borrower Security Trustee may consider appropriate.

#### 4. DEFINITIONS

In this Form 395:

**Additional Guarantor** means a member of the Group which becomes a Guarantor after the date of the Issuer/Borrower Loan Agreement or B Loan Agreement.

**Additional Property** means any real or heritable property the security over which is created by a Security Document entered into after the first Utilisation Date, as described in that Security Document and, where the context so requires, includes the buildings on that Additional Property.

**Additional Swap Counterparty** means any counterparty acceptable to the Borrower Security Trustee that has entered into Interest Rate Swaps with the Borrower and has acceded to the Finance Documents as a party by executing and delivering to the Borrower Security Trustee an accession agreement in a form satisfactory to the Borrower Security Trustee.

**Am-Coff Limited Shares** means all of the shares in the share capital of Am-Coff Limited.

**Bayford Properties Limited Shares** means all of the shares in the share capital of Bayford Properties Limited.

**B Lender** means IXIS Corporate & Investment Bank, London Branch.

**B Loan Agreement** means the credit agreement dated the date of the Deed between, among others, each Guarantor, the Borrower and the B Lender.

**Beneficiary** means:

- (a) the Issuer;
- (b) the Borrower Security Trustee;
- (c) the B Lender;
- (d) the Cash Manager; and

(c) the Swap Counterparty.

**Borrower** means London & Regional Portfolio Finance Limited, a private company with limited liability incorporated under the laws of England and Wales, with registered number 5835838, having its registered office at 4<sup>th</sup> Floor, St. Alphage House, 2 Fore Street, London, EC2Y 5DH.

**Borrower Secured Creditors** means: (a) the Borrower Security Trustee and any agent or appointee thereof, (b) the Issuer, (c) the Cash Manager (in its capacity as cash manager to the Borrower), (d) the Swap Counterparty, (e) any receiver appointed under the Deed of Charge, (f) the B Lender and (g) any other creditor who accedes to the Deed of Charge from time to time in accordance with its terms and is designated a Borrower Secured Creditor by the Borrower Security Trustee and the Borrower.

**Borrower Shares** means all of the shares in the share capital of the Borrower.

**Cash Management Agreement** means the cash management agreement dated on or about the date of the Deed between, among others, the Issuer, the Borrower, the Propcos, the Cash Manager, the Note Trustee and the Borrower Security Trustee.

**Cash Manager** means The Bank of New York, acting through its office at 48th Floor, One Canada Square, London E14 5AL, in its capacity as cash manager for the Issuer, the Borrower and the Propcos, subject to and in accordance with the terms of the Cash Management Agreement.

**Chargors** means London and Regional Group Finance Limited (Registered in England and Wales number 04312421), London and Regional Commercial Properties Holdings Limited (Registered in England and Wales number 04312463), London & Regional Hotel Holdings Limited (Registered in England and Wales number 4469933), London & Regional Investment Holdings Limited (Registered in England and Wales number 4525492), London & Regional Investments Limited (Registered in England and Wales number 3001272), LR Estates Limited (Registered in England and Wales number 1077825) and London & Regional PFI Projects Holdings Limited (Registered in England and Wales number 04525593) as chargors (each a **Chargor**).

**Closing Date** means 28 July 2006.

**Cochrane Square SPV Limited Shares** means all of the shares in the share capital of Cochrane Square SPV Limited in issue, as of the date of the Deed being 2 ordinary shares of £1.

**Cornice Properties Limited Shares** means all of the shares in the share capital of Cornice Properties Limited.

**Credit Agreement** means the £256,000,000 credit agreement dated on or about the date of the Deed between (among others) the Issuer, the Original Propcos and the Borrower Security Trustee.

**Deed of Charge** means the deed of charge dated on or about the Closing Date and made between, amongst others, the Borrower, the Propcos and the Borrower Security Trustee as from time to time modified in accordance with the provisions therein and any deed or other document expressed to be supplemental thereto.

**Facility** means a facility under the Issuer/Borrower Loan Agreement or the B Loan Agreement.

**Finance Document** means:

- (a) the Issuer/Borrower Loan Agreement;
- (b) the B Loan Agreement;

- (c) a Security Document;
- (d) the Tax Deed of Covenant;
- (e) the Intercreditor Agreement;
- (f) the Interest Rate Hedging Agreement;
- (g) the Intra-Group Loan Agreement;
- (h) certain other ancillary documents; or
- (i) any other document designated as such by the Borrower Security Trustee and the Borrower.

**Finance Party** means:

- (j) the Issuer;
- (k) the Borrower Security Trustee;
- (l) the Cash Manager;
- (m) the Note Trustee; or
- (n) a Swap Counterparty.

**Group** means the London & Regional Group Holding Limited and its Subsidiaries.

**Guarantor** means an Original Guarantor or an Additional Guarantor.

**Haymarket SPV Limited Shares** means all of the shares in the share capital Haymarket SPV Limited in issue, as of the date of the Deed 2 being 2 ordinary shares of £1.

**Intercreditor Agreement** means the intercreditor agreement dated the date of the Deed between, among others, the Borrower Security Trustee, the Issuer, the B Lender and the Swap Counterparty.

**Interest Rate Hedging Agreement** means, in respect of the Original Swap Counterparty, the ISDA Master Agreement between the Borrower and the Original Swap Counterparty dated on or about the date of the Deed together with the Schedules to, and Confirmations issued under such agreement and, in respect of any Additional Swap Counterparty, the ISDA Master Agreement between the Borrower and such Additional Swap Counterparty, together with the Schedules to, and Confirmation issued under such agreement.

**Interest Rate Swap** means any interest rate swap transaction entered into by the Borrower and the Swap Counterparty pursuant to the Interest Rate Hedging Agreement in relation to the Loans.

**Intra-Group Loan Agreement** or **IGLA** means the credit agreement dated the date of the Deed between each Propco as a borrower and the Borrower as lender.

**Intra-Group Subordinated Loan Agreement** means the subordinated loan agreement dated on or about the date of the Deed between each Propco.

**Issuer** means London & Regional Debt Securitisation No.2 plc, a public company with limited liability incorporated under the laws of England and Wales with registered number 5835837), having its registered office at 4th Floor, St. Alphage House, 2 Fore Street, London EC2Y 5DH.

**Issuer/Borrower Loan Agreement** means the Credit Agreement.

**Issuer Shares** means all of the shares in the share capital of the Issuer.

**Loan** means a loan under the Issuer/Borrower Loan Agreement.

**London & Regional (Bewlay House) Limited Shares** means all of the shares in the share capital of London & Regional (Bewlay House) Limited.

**London & Regional (Empire) Limited Shares** means all of the shares in the share capital of London & Regional (Empire) Limited.

**London & Regional (Green Park Hotel) Limited Shares** means all of the shares in the share capital of London & Regional (Green Park Hotel) Limited.

**London & Regional (Sheffield) Limited Shares** means all of the shares in the share capital of London & Regional (Sheffield) Limited.

**London & Regional (Stockport) Limited Shares** means all of the shares in the share capital of London & Regional (Stockport) Limited.

**London & Regional (Trafalgar Square Hotel) Limited Shares** means all of the shares in the share capital of London & Regional (Trafalgar Square Hotel) Limited.

**LR (Cardiff) Limited Shares** means all of the shares in the share capital of LR (Cardiff) Limited.

**LR Estates Limited Shares** means all of the shares in the share capital of LR Estates Limited.

**LR Investments Limited Shares** means all of the shares in the share capital of LR Investments Limited.

**LR (South Eastern) Limited Shares** means all of the shares in the share capital of LR (South Eastern) Limited.

**LR (Stratford) Limited Shares** means all of the shares in the share capital of LR (Stratford) Limited.

**Marshset Limited Shares** means all of the shares in the share capital of Marshset Limited.

**Note Trustee** means The Bank of New York.

**Obligor** means the Borrower or any Guarantor.

**Original Guarantor** means each Original Propco.

**Original Propco** means Cochrane Square SPV Limited, London & Regional (Stockport) Limited, Haymarket SPV Limited, Cornice Properties Limited, Am-Coff Limited, Richian Limited, London & Regional (Trafalgar Square Hotel) Limited, London & Regional (Green Park Hotel) Limited, LR Investments Limited, LR Estates Limited, LR (Cardiff) Limited, LR (South Eastern) Limited, Bayford Properties Limited, Marshset Limited, Widerace Limited, London & Regional (Sheffield) Limited, Rubtrade Limited, LR (Stratford) Limited, London & Regional (Empire) Limited, and London & Regional (Bewlay House) Limited.

**Original Property** means each property listed in Part 2 of Schedule 1 (Original Parties and Properties) to the Issuer/Borrower Loan Agreement as described in a Security Document and, where the context so requires, includes the buildings on that Original Property (together, the **Portfolio**).

**Original Swap Counterparty** means Morgan Stanley & Co. International Limited.

**Party** means a party to the Deed.

**Propco** means:

- (e) each Original Propco; or
- (f) any other person who owns or acquires an Additional Property.

**Property** means an Original Property or an Additional Property.

**Receiver** means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Deed.

**Related Rights** means in respect of any Shares:

- (a) any dividend or interest paid or payable; and
- (b) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in relation to that Share.

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting of any part of a Property.

**Richian Limited Shares** means all of the shares in the share capital of Richian Limited.

**Rubtrade Limited Shares** means all of the shares in the share capital of Rubtrade Limited.

**Scottish Companies** means Cochrane Square SPV Limited and Haymarket SPV Limited.

**Scottish Related Rights** means the Related Rights in respect of the Scottish Securities.

**Scottish Rental Assignment** means an assignment in security in respect of the Rental Income of any Scottish Property in the form of Part 2 of Schedule 6 to the Deed with such amendments as the Issuer and the Borrower Security Trustee may approve or reasonable require.

**Scottish Securities** means the Scottish Shares and all other shares (if any) in the Scottish Companies which are, or the certificates or other documents for which are, now or hereafter held by, transferred or delivered to or registered in the name of the Borrower Security Trustee or its nominee or otherwise agreed to be held on the terms of the Deed.

**Scottish Shares** means the Cochrane Square SPV Limited Shares and the Haymarket SPV Limited Shares.

**Security** means any security created by and pursuant to the Deed.

**Security Agreement** means (a) a deed of charge in the form of Part 1 of Schedule 6 (Form of Security Agreements) to the Issuer/Borrower Loan Agreement or (b) a mortgage of shares in the form of Part 2 of Schedule 6 (Form of Security Agreements) to the Issuer/Borrower Loan Agreement or (c) a Standard Security or (d) a Scottish Rental Assignment, in each case with such amendments as the Issuer and the Borrower Security Trustee may approve or reasonably require.



**Security Assets** means all assets of each Chargor the subject of any security created by or pursuant to the Deed.

**Security Document** means:

- (g) a Security Agreement;
- (h) a Supplemental Security Agreement;
- (i) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents; or
- (j) any other document designated as such by the Borrower Security Trustee, the Issuer and the Borrower.

**Security Interest** means any mortgage, standard security, pledge, lien, charge, assignment, assignation, hypothecation or security interest or any other agreement or arrangement having a similar effect.

**Shares** means:

- (a) the Borrower Shares;
- (b) the Issuer Shares;
- (c) the Scottish Shares;
- (d) the London & Regional (Stockport) Limited Shares;
- (e) the Cornice Properties Limited Shares;
- (f) the Am-Coff Limited Shares;
- (g) the Richian Limited Shares;
- (h) the London & Regional (Trafalgar Square Hotel) Limited Shares;
- (i) the London & Regional (Green Park Hotel) Limited Shares;
- (j) the LR Investments Limited Shares;
- (k) the LR Estates Limited Shares;
- (l) the LR (Cardiff) Limited Shares;
- (m) the LR (South Eastern) Limited Shares;
- (n) the Bayford Properties Limited Shares;
- (o) the Marshset Limited Shares;
- (p) the Widerace Limited Shares;
- (q) the London & Regional (Sheffield) Limited Shares;
- (r) the Rubtrade Limited Shares;

- (s) the LR (Stratford) Limited Shares;
- (t) the London & Regional (Empire) Limited Shares; and
- (u) the London & Regional (Bewlay House) Limited Shares.

**Standard Security** means a standard security in the form of Part 1 of Schedule 6 to the Deed with such amendments as the Issuer and the Borrower Security Trustee may approve or reasonably require.

**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 a supplemental security agreement in the form of Schedule 6 (Form of Supplemental Security Agreement) to the Issuer/Borrower Loan Agreement with such amendments as the Issuer and the Borrower Security Trustee may approve or reasonably require.

**Swap Counterparty** means the Original Swap Counterparty or any Additional Swap Counterparty.

**Tax Deed of Covenant** means the agreement dated on or about the date of the Deed between, among others, the Issuer, each Obligor, London & Regional Group Holdings Limited, the Note Trustee and the Borrower Security Trustee.

**Trust Deed** means the trust deed constituting the Notes and dated on or about the Closing Date and made between the Issuer and the Note Trustee.

**Utilisation Date** means each date on which a Facility is utilised.

**Widerace Limited Shares** means all of the shares in the share capital of Widerace Limited.

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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. 04525593

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 28th JULY 2006 AND CREATED BY LONDON & REGIONAL PFI PROJECTS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY BENEFICIARY AND ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR AND LONDON & REGIONAL GROUP HOLDINGS LIMITED 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 8th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES