

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

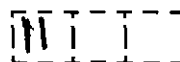
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



189680-13

4525593

Name of company

* London & Regional PFI Projects Holdings Limited (the **Chargor**)

Date of creation of the charge

29 November 2005

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

A Mortgage of Shares (the **Charge**) between the **Chargor**, London and Regional Commercial Properties Holdings Limited, London and Regional Group Finance Limited 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 (as defined below) to any Beneficiary (as defined below) under each Finance Document (as defined below), the **Chargor**, London and Regional Commercial Properties Holdings Limited, London and Regional Group Finance Limited under the Charge 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 Charge 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, 48th Floor, One Canada Square, London (as **Borrower Security Trustee**) as agent and trustee for the Beneficiaries.

Postcode E14 5AL

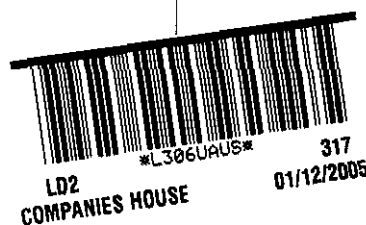
Presenter's name address and
reference (if any):

Allen & Overy LLP
One New Change
London EC4M 9QQ

For official Use (02/00)

Mortgage Section

Post room



Time critical reference

ref: 3522165/1/ERK/SAN

Short particulars of all the property mortgaged or charged

Please see continuation sheets.

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 30/11/2005

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)*

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**.

† delete as
appropriate

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Charge:
- (i) is created in favour of the Borrower Security Trustee;
 - (ii) is security for the payment of all the Secured Liabilities; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Borrower Security Trustee holds the benefit of the Charge on trust for the Beneficiaries.

1.2 Security

Each Chargor charges:

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

1.3 Limited Recourse

Notwithstanding Clause 1.2 (Security):

- (a) the liability of any Chargor to the Beneficiaries under Clause 1.2 (Security) will be:
 - (i) limited in aggregate to an amount equal to that recovered by the Beneficiaries as a result of enforcement of the Charge with respect to the Shares and Related Rights; and
 - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Shares and Related Rights pursuant to the Charge; and
- (b) the Beneficiaries will not have recourse under Clause 1.2 (Security) to any assets of a Chargor other than the Shares and Related Rights,

provided that nothing in this Clause 1.3 will limit the recourse of the Beneficiaries to each Chargor in respect of any breach by any Chargor of any obligation (other than Clause 1.2 (Security) to the extent provided in this Clause 1.3) or representation given by each Chargor under the Charge.

A1 Facility means the credit facility made available under Clause 2.1 (A1 Facility) of the Issuer/Borrower Loan Agreement.

A1 Loan means, unless otherwise stated in the Charge, the principal amount of each borrowing under the A1 Facility or the principal amount outstanding of the borrowing.

A2 Facility means the credit facility made available under Clause 2.2 (A2 Facility) of the Issuer/Borrower Loan Agreement.

A2 Loan means, unless otherwise stated in the Charge, the principal amount of each borrowing under the A2 Facility or the principal amount outstanding of that borrowing.

Accession Agreement means a letter, substantially in the form of Schedule 4 (Form of Accession Agreement) of the Issuer/Borrower Loan Agreement, with such amendments as the Borrower Security Trustee may approve or reasonably require.

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Charge.

Additional Property means any real 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.

B Lender means Hypo Real Estate Bank International.

B Loan Agreement means the credit agreement dated the date of the Charge 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
- (e) the Swap Counterparty.

Borrower means London & Regional Offices Finance Limited.

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

Cash Manager means The Bank of New York.

Facility means the A1 Facility or the A2 Facility.

Finance Document means:

- (a) the Issuer/Borrower Loan Agreement;
- (b) a Security Document;
- (c) the Tax Deed of Covenant;
- (d) the B Loan Agreement;
- (e) the Intercreditor Agreement;

- (f) the Interest Rate Hedging Agreement;
- (g) a Resignation Request;
- (h) the Intra-Group Loan Agreement;
- (i) an Accession Agreement; or
- (j) any other document designated as such by the Borrower Security Trustee and the Borrower.

Finance Party means:

- (a) the Issuer;
- (b) the Borrower Security Trustee;
- (c) the Cash Manager;
- (d) the Note Trustee; or
- (e) the Swap Counterparty.

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

Guarantor means an Original Guarantor or an Additional Guarantor.

Issuer/Borrower Loan Agreement means the issuer/borrower loan agreement dated the date of the Charge between, among others, the Borrower, the Borrower Security Trustee and the Issuer.

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

Intra-Group Loan Agreement or **IGLA** means the credit agreement dated the date of the Charge between each Propco (other than LR (Manchester)Limited) as a borrower and the Borrower as lender.

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 Charge 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.

Issuer means the London & Regional Debt Securitisation No. 1 PLC.

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

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

London & Regional (St. Georges Court) Limited Shares means all of the shares in the share capital of London & Regional (St. Georges Court) Limited.

LR (First Central Phase A) Limited Shares means all of the shares in the share capital of LR (First Central Phase A) Limited.

London & Regional (King William St) Limited Shares means all of the shares in the share capital of London & Regional (King William St) Limited.

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

LR Skipton House Limited Shares means all of the shares in the share capital of LR Skipton House Limited.

Loan means an A1 Loan or an A2 Loan.

Note Trustee means The Bank of New York.

Obligor means the Borrower or any Guarantor.

Original Guarantor means each Original Propco.

Original Propco means:

- (c) LR Skipton House Limited;
- (d) LR (First Central Phase A) Limited;
- (e) London & Regional (Manchester) Limited;
- (f) LR (Manchester) Limited;
- (g) London & Regional (King William St) Limited; and
- (h) London & Regional (St. Georges Court) Limited.

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

Propco means:

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

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.

Resignation Request means a letter in the form of Schedule 5 (Form of Resignation Request) of the Issuer/Borrower Loan Agreement, with such amendments as the Issuer and the Borrower Security Trustee may approve or reasonably require.

Security Agreement means a deed of charge in the form of Part 1 Schedule 6 (Form of Security Agreements) of the Issuer/Borrower Loan Agreement or a mortgage of shares in the form of Part 2 of Schedule 6 (Form of Security Agreements) of the Issuer/Borrower Loan Agreement (including the Charge) with such amendments as the Issuer and the Borrower Security Trustee may approve or reasonably require.

Security Document means:

- (a) a Security Agreement;
- (b) a Supplemental Security Agreement;
- (c) 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
- (d) any other document designated as such by the Borrower Security Trustee, the Issuer and the Borrower.

Shares means:

- (a) the Borrower Shares;
- (b) the Issuer Shares;
- (c) the London & Regional (Manchester) Limited Shares;
- (d) the London & Regional (St. Georges Court) Limited Shares;
- (e) the LR (First Central Phase A) Limited Shares;
- (f) the London & Regional (King William St) Limited Shares;
- (g) the LR (Manchester) Limited Shares; or
- (h) the LR Skipton House Limited Shares.

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 7 (Form of Supplemental Security Agreement) of 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 Charge between, among others, the Issuer, each Obligor, London & Regional Group Holdings Limited, the Note Trustee and the Borrower Security Trustee.

Utilisation Date means each date on which the Facility is utilised.

FILE COPY



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 29th NOVEMBER 2005 AND CREATED BY LONDON & REGIONAL PFI PROJECTS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY BENEFICIARY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th DECEMBER 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P.22