

011653/34

**M**

**COMPANIES FORM No. 400**

**Particulars of a mortgage or charge subject to which property has been acquired**

**400**

CHFP025

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

Please do not write in this margin

Pursuant to section 400 of the Companies Act 1985

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

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

For official use

Company number

1817

551412

Name of company

\* Land Securities PLC

\* insert full name of Company

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

Security Trust and Intercreditor Deed dated 3 November 2004

Amount secured by the mortgage or charge Please see attached

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

Deutsche Trustee Company Limited (as "Obligor Security Trustee")  
Winchester House, 1 Great Winchester Street, London.

Short particulars of the property mortgaged or charged

The property known as Freehold land being 62 to 74 (even numbers) Victoria Street, and land and buildings adjoining, London, SW1E 6SH registered under title number LN176790

Continue overleaf as necessary

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

Nabarro Nathanson  
Lacon House  
Theobald's Road  
London  
WC1X 8RW

AA/L0001/7323/JCZ

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

400  
11/01/2007

Please see attached.

Please do not  
write in  
this margin

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

Date of the acquisition of the property 31 December 2006

Signed CA Shaw Designation ASSISTANT SECRETARY Date 31 December 2006

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

## Notes

- 1 A description of the instrument, eg, "Trust Deed", "Debenture", etc, as the case may be, should be given.
- 2 A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the charge. The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. If the property is situated and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.
- 3 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.  
  
Cheques and Postal Orders are to be made payable to **Companies House**.
- 4 The address of the Registrar of Companies is:-  
  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

† Insert  
Director,  
Secretary,  
Administrator,  
or  
Administrative  
Receiver as  
appropriate

**COMPANIES FORM 400  
PARTICULARS OF AMOUNT SECURED  
CONTINUATION SHEET - RIDER**

**Land Securities PLC (Company No: 551412)**

**Short particulars of amount secured by the mortgage or charge**

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All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of the Company to any Obligor Secured Creditor under each Obligor Transaction Document to which the Company is a party.

**In this form 400:**

**"Account Bank"** means Lloyds TSB Bank plc, acting in such capacity through its office at Bailey Drive, Gillingham Business Park, Gillingham, Kent, ME8 0LS, or such other entity or entities appointed as account bank from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement.

**"Account Bank and Cash Management Agreement"** means the account bank and cash management agreement dated on or about the Exchange Date and entered into, amongst others, the Issuer, the Account Bank, the Cash Manager, the Servicer, the Obligor Security Trustee and the Note Trustee.

**"ACF Agreement"** means the Initial ACF Agreement or a Further ACF Agreement.

**"Additional Mortgaged Property"** means a Nominated Eligible Property which has become part of the Estate following the satisfaction of the relevant conditions set out in the Common Terms Agreement.

**"Additional Obligor"** means each nominated Eligible Obligor which has executed an Obligor Accession Deed and Tax Accession Deed, immediately following the countersignature of that deed by the Obligor Security Trustee and the Note Trustee.

**"Approved Jurisdiction"** in respect of an Obligor, a proposed Additional Obligor or a partnership of Obligors means:

- (a) as to the management or tax residence of such Obligor or proposed Additional Obligor or a partnership of Obligors that is incorporated or established in England and Wales, Scotland or Jersey: England and Wales or Scotland; or
- (b) as to the place of incorporation, establishment or tax residence of such Obligor or proposed Additional Obligor (in each case, outside Great Britain): any jurisdiction nominated by such Obligor in respect of which (1) legal (including insolvency and security) opinions satisfactory to the Rating Agencies can (on the basis of applicable laws and the interpretation thereof) be given in respect of, among other things, its ownership (were it to be an Obligor) of Mortgaged Properties and (2) a tax opinion (or tax opinions) satisfactory to the Rating Agencies can be given to the Obligor Security Trustee and the Dealers addressing relevant tax issues arising from the introduction into the Security Group of such proposed Additional Obligor and its intended activities.

**"Beneficiary Undertaking"** means a deed so entitled whereby certain undertakings are given to, among others, the Obligor Security Trustee in respect of a Mortgaged Property.

**"Cash Manager"** means Land Securities (Finance) Limited in its capacity as cash manager for, amongst others, the Issuer, or such other entity or entities appointed as cash manager from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement.

**"Common Terms Agreement"** means a common terms agreement dated 3 November 2004 between, amongst others, the Obligor Security Trustee, Land Securities Capital Markets PLC and the Note Trustee;

**"Creditor Accession Deed"** means a deed executed pursuant to the Common Terms Agreement.

**"Dealers"** means any dealers appointed by the Issuer from time to time under the Dealership Agreement and references to the "relevant dealer(s)" means, in relation to any sub-class of Notes (other than Class R Notes), the Dealer or Dealer(s) with whom the Issuer has agreed the issue of the Notes of such sub-class.

**"Estate"** means on any date all of the Mortgaged Properties on such date.

**"Eligible Obligor"** means: (a) a company which is resident for tax purposes in the United Kingdom and incorporated in England and Wales, Scotland or Jersey; or (b) any other entity established under the laws of England and Wales or Scotland and resident for tax purposes in the United Kingdom in respect of which (1) legal (including as to insolvency and security) opinions satisfactory to the Rating Agencies can (on the basis of applicable laws and the interpretation thereof) be given in respect of, among other things, its ownership (were it to be an Obligor) of Mortgaged Properties and (2) a tax opinion (or tax opinions) satisfactory to the Rating Agencies can be given to the Obligor Security Trustee, the Note Trustee and the Dealers addressing relevant tax issues arising from the introduction into the Security Group of such proposed Obligor and its intended activities; (c) any company or other entity incorporated or established in an Approved Jurisdiction and tax-resident in that same Approved Jurisdiction; or (d) any limited liability partnership established under the Limited Liability Partnerships Act 2000 which is managed in an Approved Jurisdiction.

**"Exchange Date"** means 3 November 2004.

**"FinCo"** means LS Property Finance Company Limited, a private limited company incorporated under the laws of England and Wales with registered number 5163698 and whose registered office is at 5 Strand, London WC2N 5AF.

**"Further ACF Provider"** means each person who executes a Creditor Accession Deed in such capacity (provided that such deed is countersigned by the Obligor Security Trustee).

**"Further ACF Loan"** means an ACF Loan other than an Initial ACF Loan.

**"Initial ACF Agreement"** means the authorised credit facilities agreement to be dated on or about the Exchange Date and entered into between, among others, FinCo and the Initial ACF Providers.

**"Initial ACF Providers"** means the providers of lending facilities under the Initial ACF Agreement and **"Initial ACF Provider"** means any one of them.

**"Initial Standard Securities"** means each first ranking standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 granted over a Scottish Property substantially in the form set out in Schedule 6 to the Security Trust and Intercreditor Deed, to be entered into on or about the Exchange Date.

**"Initial Swap Counterparties"** means those parties specified as such in Schedule 1 (*Parties*) to the Common Terms Agreement.

**"Intercompany Loan Agreement"** means the intercompany loan agreement dated on or about the Exchange Date and entered into between, *inter alios*, the Issuer, FinCo and the Note Trustee.

**"Issuer"** means Land Securities Capital Markets PLC, a public company with limited liability incorporated under the laws of England and Wales with registered number 5193511 and whose registered office is at 5 Strand, London WC2N 5AF.

**"Issuer Deed of Charge"** means the deed of charge to be dated on or about the Exchange Date and entered into between, among others, the Issuer and the Note Trustee.

**"Liquidity Facility"** means the facility granted under a Liquidity Facility Agreement.

**"Liquidity Facility Agreement"** means an agreement which has been designated as such pursuant to Clause 8 (*Liquidity Facility Agreements*) of the Common Terms Agreement.

**"Liquidity Facility Provider"** means a provider of the Liquidity Facility under a Liquidity Facility Agreement.

**"LSP"** means Land Securities Properties Limited.

**"Mortgaged Properties"** means, at any time, Original Mortgaged Properties, Additional Mortgaged Properties and Post-Division Properties which in each case are not Released Properties (and excluding Undivided Properties which have been split into Post-Division Properties).

**"Note Trustee"** means Deutsche Trustee Company Limited.

**"Nominated Eligible Property"** bears the meaning given to such term in Clause 3.1.1 of the Common Terms Agreement

**"Obligor Accession Deed"** means a deed in the form of Schedule 9 (*Obligor Accession Deed*) of the Common Terms Agreement.

**"Obligor Floating Charge Agreement"** means the floating charge agreement to be dated on or about the Exchange Date and entered into between the Issuer, the Obligor Security Trustee, the Note Trustee and the Obligors.

**"Obligor Security Documents"** means:

- (a) the Security Trust and Intercreditor Deed;
- (b) any supplemental mortgage executed pursuant to the Security Trust and Intercreditor Deed;
- (c) any Obligor Accession Deed;
- (d) the Initial Standard Securities;
- (e) any Supplemental Standard Securities;
- (f) the Obligor Floating Charge Agreement;
- (g) the Trust Declarations;
- (h) the Beneficiary Undertakings; and
- (i) any other document or instrument granted in favour of the Obligor Security Trustee (on behalf of the Obligor Secured Creditors) creating or evidencing the security for all or any part of the Secured Obligations.

**"Obligor Secured Creditors"** at any time means:

- (a) the Obligor Security Trustee (for itself and for and on behalf of the other Obligor Secured Creditors);

- (b) the Issuer;
- (c) the Note Trustee as assignee by way of security of the Issuer's rights under the Obligor Transaction Documents and in respect of its indemnification rights against the Obligors under the Obligor Floating Charge Agreement;
- (d) the Initial ACF Providers;
- (e) the Initial Swap Counterparties;
- (f) the Account Bank;
- (g) any Receiver appointed under the Security Trust and Intercreditor Deed and the Obligor Floating Charge Agreement;
- (h) any Further ACF Provider;
- (i) any Replacement Cash Manager;
- (j) any Replacement Servicer;
- (k) any Liquidity Facility Provider; and
- (l) any Swap Counterparty other than an Initial Swap Counterparty;

and in the case of (h) to (l) above, to the extent that it is party (either as at the Exchange Date or by way of accession pursuant to the its execution of a Creditor Accession Deed and the countersignature by the Obligor Security Trustee of the same) to the Common Terms Agreement and the Security Trust and Intercreditor Deed and remains as a party thereto at the relevant time.

**"Obligor Floating Charge Agreement"** means the floating charge agreement to be dated on or about the Exchange Date and entered into between, amongst others, the Issuer, the Obligor Security Trustee and the Note Trustee.

**"Obligor Transaction Documents"** means each or any of: (a) the Common Terms Agreement; (b) the Swap Agreements; (c) any Liquidity Facility Agreements; (d) the Intercompany Loan Agreement; (e) the ACF Agreements; (f) the Obligor Security Documents; (g) the Account Bank and Cash Management Agreement; (h) the Tax Deed of Covenant; (i) the Reorganisation Documents; (j) the Servicing Agreement; and (k) any other agreement, instrument or deed designated as such by the Obligors and the Obligor Security Trustee.

**"Obligors"** means the original obligors which were party to the Common Terms Agreement, as defined therein, together with any Additional Obligor (and each an **"Obligor"**) and excludes any Released Obligor.

**"Original Mortgaged Properties"** means the Real Property constituting the Estate as at the Exchange Date, as listed in Schedule 2 (*Original Mortgaged Properties*) to the Security Trust and Intercreditor Deed.

**"Post-Division Properties"** bears the meaning given to such term in Clause 3.4 (*Division of Mortgaged Properties*) of the Common Terms Agreement.

**"Property Release"** means, in respect of any Mortgaged Property, a deed, agreement or other document (which will in each case be in a form that shall have been agreed between the Obligor and the Obligor Security Trustee) that, upon the due execution thereof by the Obligor Security Trustee and, in the case of Mortgaged Properties located in a jurisdiction other than England, Wales or Scotland, the completion of such other formalities as may be required in that jurisdiction, will be effective to release or re-convey to the relevant Obligor the entire security interest in respect of such Mortgaged Property held by the Obligor Security Trustee (for itself and on behalf of the other Obligor Secured Creditors) under the Obligor Transaction Documents.

**"Rating Agencies"** means, at any time, any two or more internationally recognized rating agencies (which term shall include S&P, Fitch and Moody's) appointed from time to time by the Obligors to rate the Notes (or if, at any time, there is only one international recognized rating agency, such rating agency).

**"Real Property"** means any freehold, heritable or leasehold property or immovable property (or the equivalent thereto), whether legal or equitable, in any jurisdiction.

**"Receiver"** means any receiver, manager, receiver and manager or administrative receiver who (in the case of an administrative receiver) is a qualified person in accordance with the Insolvency Act 1986 and who is appointed:

- (a) by the Obligor Security Trustee under the Obligor Security Documents in respect of the whole or any part of the Obligor Security; or
- (b) by the Note Trustee (as assignee by way of security of the Issuer's rights under the Obligor Transaction Documents) under the Obligor Floating Charge Agreement in respect of the whole or any part of the security granted in favour of the Issuer under the Obligor Floating Charge Agreement; or
- (c) by the Note Trustee under the Issuer Deed of Charge in respect of the whole or any part of the Issuer Security.

**"Released Obligor"** means, at any time, an entity that (prior to that time) was an Obligor but in respect of which the Obligor Security Trustee has executed the documents referred to in Clause 2.2.5 (*Effect of Execution*) of the Common Terms Agreement.

**"Released Property"** means a property which is no longer part of the Estate following the execution of a Property Release in respect of such property by the Obligor Security Trustee in accordance with the Common Terms Agreement.

**"Reorganisation Documents"** means all the agreements and instruments, entered into on or about the Exchange Date or to be entered into on or about the Exchange Date, which effect or relate to the transfer of shares or assets between members of the Land Securities Group.

**"Replacement Cash Manager"** means, at any time, the company (if any) not being a member of the Land Securities Group which is appointed, for the time being, as cash manager under and in accordance with the Account Bank and Cash Management Agreement.

**"Replacement Servicer"** means, at any time, the company (if any) not being a member of the Land Securities Group which is appointed for the time being as servicer under and in accordance with the Servicing Agreement.

**"Secured Obligations"** means 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 Obligor Secured Creditor under each Obligor Transaction Document to which such Obligor is a party.

**"Security Group"** means all the Obligors.

**"Servicer"** means Land Securities Properties Limited in its capacity as servicer to the Security Group or such other entity or entities appointed as servicer from time to time, subject to and in accordance with the terms of the Servicing Agreement.

**"Servicing Agreement"** means the servicing agreement dated on or about the Exchange Date between, among others, Land Securities PLC and LSP.

**"Supplemental Standard Securities"** means each first ranking standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 granted over a Scottish Property substantially

in the form set out in Schedule 6 (*Form of Standard Security*) to the Security Trust and Intercreditor Deed, to be entered into after the Exchange Date;

**"Swap Agreement"** means an agreement between an Obligor and a Swap Counterparty for the purpose of effecting one or more Swap Transactions.

**"Swap Counterparties"** means the Initial Swap Counterparties and any other swap counterparty with which any Obligor enters into any Swap Agreement, and "Swap Counterparty" means any one of them.

**"Swap Transaction"** means any currency or interest rate purchase, cap or collar agreement, forward rate agreement, interest rate agreement, interest rate or currency or future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined similar agreement or any derivative transaction protecting against fluctuations in any interest rate or currency price or inflation.

**"Tax Deed of Covenant"** means the deed of covenant to be dated on or about the Exchange Date and entered into between *inter alios*, the Issuer, the Obligors, Land Securities Group Plc, the Cash Manager, the Note Trustee and the Obligor Security Trustee.

**"Tax Deed Accession Deed"** means a deed substantially in the form of Schedule 7 (*Tax Deed Accession Deed*) of the Common Terms Agreement.

**"Trust Declaration"** means a deed whereby two Trustees of Land which are Obligors declare a trust in respect of a Mortgaged Property in favour of another Obligor.

**"Trust Deed"** means the trust deed dated on or about the Exchange Date and entered into between the Issuer and the Note Trustee.

**"Trustee of Land"** means a person appointed, jointly with one or more other persons, as a trustee of land (as that phrase is interpreted under the Trusts of Land and Appointment of Trustees Act 1996).

**"Undivided Property"** bears the meaning given to such term in Clause 3.4 of the Common Terms Agreement.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00551412

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY TRUST AND INTERCREDITOR DEED FOR ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY OBLIGOR SECURED CREDITOR ON ANY ACCOUNT WHASTOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE SECURED ON THE PROPERTY ACQUIRED BY LAND SECURITIES P L C ON THE 31st DECEMBER 2006 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JANUARY 2007.

A handwritten signature in ink, appearing to be 'R. S.', located in the lower left quadrant of the page.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES