

# MG01

## Particulars of a mortgage or charge

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**iris**  
LASERFORM

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is**

You cannot use this form to register  
particulars of a charge on a  
company. To do this use form MG01s

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05/10/2012

COMPANIES HOUSE

#114

Please

gov.uk

**1**

### Company details

Company number

0 6 6 6 3 6 0 3

Company name in full

Hammerson (99 Bishopsgate) Limited the "Chargor"

(2)

For official use

**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2**

### Date of creation of charge

Date of creation

2 8 10 11 2 0 1 2

**3**

### Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A Debenture between the Chargor, BOP (99 Bishopsgate) S à r l, Hammerson  
Bishopsgate LLP, 99 Bishopsgate Management Limited and Wells Fargo Trust  
Corporation Limited as "Security Agent" for and on behalf of the Finance Parties (as  
defined below) dated 28/09/2012 relating to a Facility Agreement (as defined below) in  
connection with 99 Bishopsgate, London EC2 (the "Deed")

**4**

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future moneys, debts and liabilities due, owing  
or incurred by any Obligor to any Finance Party under or in  
connection with any Finance Document, including, without  
limitation, the Facility Agreement and any Hedging Agreement  
(in each case whether alone or jointly, or jointly and severally,  
with any other person), whether actually or contingently and  
whether as principal, surety or otherwise (the "Secured  
Liabilities")

For definitions of capitalised terms please see the continuation  
sheets

**Continuation page**

Please use a continuation page if  
you need to enter more details

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**  
Please use a continuation page if you need to enter more details

Name Wells Fargo Trust Corporation Limited

Address Plantation Place, 30 Fenchurch Street, London

Postcode E C 3 M 3 B D

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Continuation page**  
Please use a continuation page if you need to enter more details

Short particulars Please see the continuation sheets.

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Particulars of a mortgage or charge

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**1 1 Security generally**

All the Security created, or expressed to be created, under the Deed

- (A) is created in favour of the Security Agent,
- (B) includes, unless a contrary intention appears, present and future Mortgaged Property and other assets (present and future) of each Chargor,
- (C) is security for the payment of all the Secured Liabilities, and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

**1 2 Land**

(A) The Chargor charges

- (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it including, without limitation, the freehold or leasehold property (if any) specified alongside its name below

**HAMMERSON (99 BISHOPSGATE) LIMITED**

Freehold/Leasehold	Title number	Description
Freehold	NGL788242	Legal interest (excluding the beneficial interest of Prudential Assurance Company Limited) in 99 and 101 Bishopsgate and 45 Old Broad Street, EC2
Leasehold	NGL272172	Underlease of 99 and 101 Bishopsgate and 45 Old Broad Street
Leasehold	NGL272172	Underlease of the airspace at 99 and 101 Bishopsgate and 45 Old Broad Street

- (2) (to the extent that they are not the subject of a legal mortgage under clause 3 2(A)(1) of the Deed) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property, and

(3) all Related Rights in respect of the above

(B) A reference in the Deed to a mortgage or charge of any freehold or

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

leasehold property includes

- (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings, furnishings and equipment) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it, and
- (2) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

#### 13 Accounts

- (A) The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including but not limited to, the Accounts) it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such account
- (B) The Accounts shall be operated in accordance with clause 17 (*Bank Accounts*) of the Facility Agreement

#### 14 Investments

- (A) The Chargor charges by way of a first fixed charge all of its rights and interests in its Investments, including, but not limited to, any specified below

#### Investments

Name of partnership in which interest is held	Name of entity which holds the interest	Class of interest	Percentage interest
Hammerson Bishopsgate LLP	Hammerson (99 Bishopsgate) Limited	Designated member	99.9

- (B) A reference in the Deed to any mortgage or charge of any Investments includes
  - (1) any dividend or interest paid or payable in relation to it,
  - (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(3) any right against any clearance system in relation to it, and

(4) any right under any custodian or other agreement in relation to it

#### 1 5 Contracts

(A) The Chargor assigns absolutely to the Security Agent all of its rights and interests under each Assigned Contract to which it is a party

(B) To the extent that any such right described in paragraph 1 5(A) above is not capable of assignment, the assignment of that right purported to be effected by 3 5(A) (*Contracts*) of the Deed shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right

(C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under clauses 3 5(A) or 3 5(B) (*Contracts*) of the Deed, the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party

(D) If the Chargor assigns an agreement or document under the Deed (or charges it) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained

(1) the Chargor must promptly notify the Security Agent,

(2) unless the Security Agent otherwise requires, the Chargor shall, and each other Chargor must ensure that the Chargor will, use reasonable endeavours to obtain the consent as soon as practicable, and

(3) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it

(E) Until the occurrence of a Default the Chargor may continue to deal with the counterparties to the relevant Assigned Contract in a manner consistent with the terms of the Finance Documents

#### 1 6 Book debts etc.

The Chargor charges by way of a first fixed charge

(A) all of its book and other debts,

(B) all other moneys due and owing to it, and

(C) the benefit of all rights, securities or guarantees of any nature enjoyed or

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>held by it in relation to any item referred to in paragraph 1 6(A) or 1 6(B)</p> <p><b>1 7 Insurances</b></p> <p>(A) The Chargor assigns absolutely to the Security Agent all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest</p> <p>(B) To the extent that any such right described in paragraph 1 7 (A) is not capable of assignment, the assignment of that right purported to be effected by clause 3 7(A) of the Deed shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right</p> <p>(C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under clause 3 7(A) or 3 7 (B) of the Deed, the Chargor charges by way of first fixed charge all of its rights under each insurance agreement or document to which it is a party</p> <p><b>1 8 Intellectual Property</b></p> <p>The Chargor charges by way of first fixed charge all its Intellectual Property (including any specified in Schedule 3 of the Deed (<i>Intellectual Property</i>))</p> <p><b>1 9 Equipment</b></p> <p>The Chargor charges by way of a first fixed charge all fixed and moveable Equipment owned by it, its interest in any Equipment in its possession and the benefit of all related Authorisations, agreements and warranties</p> <p><b>1 10 Goodwill</b></p> <p>The Chargor charges by way of first fixed charge its goodwill</p> <p><b>1 11 Uncalled capital</b></p> <p>The Chargor charges by way of first fixed charge its uncalled capital</p> <p><b>1 12 Floating charge</b></p> <p>(A) The Chargor charges by way of first floating charge its undertaking and assets, both present and future, not otherwise effectively mortgaged or charged under the Deed</p> <p>(B) The floating charge created by the Chargor under clause 3 12 (A) of the Deed is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Deed and the Security Agent may appoint an administrator to the Chargor pursuant to that paragraph</p> <p>(D) The Security Agent may convert the floating charge created by the Deed over all or any of the Charged Property into a fixed charge by notice to the Chargor specifying the relevant Charged Property (either specifically or generally)</p> <p>(1) while an Enforcement Event is continuing, and/or</p> <p>(2) if the Security Agent (acting in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process</p> <p>(E) If</p> <p>(1) the Chargor takes any step to create any Security in breach of clause 7.1 (<i>Security</i>) of the Deed over any of the Charged Property not subject to a mortgage or fixed charge,</p> <p>(2) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of the Chargor, or</p> <p>(3) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,</p> <p>the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge</p> <p>(F) The floating charge referred to in paragraph 1.12(A) above (<i>Floating charge</i>) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000</p> <p>2 <b><u>Continuing Security</u></b></p> <p>2.1 <b>Continuing Security</b></p> <p>The Security created, or expressed to be created, by the Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part</p> <p>2.2 <b>Additional security</b></p> <p>The Security created, or expressed to be created, by the Deed</p> <p>(A) is in addition to, and is not in any way prejudiced by, any other Security or</p>	

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Short particulars

other right now or subsequently held by any Finance Party, and

- (B) may be enforced against the Chargor without having recourse to any other rights of any Finance Party

#### 3 **Restrictions on dealing**

##### 3.1 **Security**

The Chargor shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by clause 22.3 (*Negative pledge*) of the Facility Agreement except as permitted by that clause

##### 3.2 **Disposals**

- (A) Except as permitted under the Facility Agreement, the Chargor shall not enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Charged Property
- (B) Notwithstanding sub-clause (A) above, the Security Agent hereby consents to the transfers of the Mortgaged Property pursuant to the Hive Up Documents.



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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>In this Form MGO1:</b></p> <p><b>"Accession Letter"</b> means a document substantially in the form set out in schedule 9 of the Facility Agreement (<i>Form of Accession Letter</i>).</p> <p><b>"Account"</b> means each of the General Account, the Cash Trap Account, the Reserve Account, the Covenant Remedy Account and the Rent Account</p> <p><b>"Additional Guarantor"</b> means LLP, Target and ManCo which are each required to become an Additional Guarantor in accordance with clause 26 2 of the Facility Agreement (<i>Additional Guarantors</i>)</p> <p><b>"Agent"</b> means Wells Fargo Bank, N A , London Branch</p> <p><b>"Asset Management Agreement"</b> means any agreement entered or to be entered into between the Borrower and an Asset Manager as defined in the Facility Agreement</p> <p><b>"Assigned Contracts"</b> means</p> <ul style="list-style-type: none"> <li>(A) each contract in respect of any disposal of a Charged Property,</li> <li>(B) each Occupational Lease,</li> <li>(C) any Management Agreement,</li> <li>(D) the Tax Document,</li> <li>(E) the Asset Management Agreement,</li> <li>(F) the trust deed under which Prudential Assurance Company Limited holds its beneficial interest in the freehold title to the Mortgaged Property,</li> <li>(G) any Hedging Agreements,</li> <li>(H) the LLP Agreement,</li> <li>(I) each Hive Up Document, and</li> <li>(J) any other agreement to which a Chargor is a party and which the Security Agent and that Chargor have designated as an Assigned Contract.</li> </ul> <p><b>"Borrower"</b> means BOP (99 Bishopsgate) S à r l a société à responsabilité limitée (private limited liability company) incorporated on 22 July 2012 under the laws of the Grand Duchy of Luxembourg (Luxembourg), with a share capital of GBP 12,000, having its registered office at 5, rue Guillaume J Kroll Luxembourg, duly registered with the Luxembourg Trades and Companies Register under number B171108</p> <p><b>"Cash Trap Account"</b> means the account designated as such under clause 17 1 of the Facility Agreement (<i>Designation of Accounts</i>) and includes any replacement of that</p>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>account</p> <p><u>"Covenant Remedy Account"</u> means the account designated as such under clause 17 1 of the Facility Agreement (<i>Designation of Accounts</i>) and includes any replacement of that account</p> <p><u>"Charged Property"</u> means all of the assets of a Chargor which from time to time are, or are expressed to be, subject to the Security created or expressed to be created in favour of the Security Agent pursuant to the Deed</p> <p><u>"Default"</u> means an Event of Default or any event or circumstance specified in clause 24 of the Facility Agreement (<i>Events of Default</i>) 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.</p> <p><u>"Duty of Care Agreement"</u> means each duty of care agreement entered into or to be entered into by (1) the Asset Manager (as defined in the Facility Agreement) or, as the case may be, (2) a Managing Agent (as defined in the Facility Agreement), the Borrower and the Security Agent in an agreed form</p> <p><u>"Enforcement Event"</u> means an Event of Default the occurrence of which the Security Agent has notified to the Borrower</p> <p><u>"Equipment"</u> means all plant and machinery, fixtures, fittings, furniture, furnishings and equipment</p> <p><u>"Event of Default"</u> means any event or circumstance specified as such in clause 24 of the Facility Agreement (<i>Events of Default</i>)</p> <p><u>"Facility Agreement"</u> means the facility agreement dated 28 September 2012 between, amongst others, BOP (99 Bishopsgate) S à r l as borrower, Wells Fargo Bank, N A , London Branch as agent and the Security Agent as security agent</p> <p><u>"Fee Letter"</u> means any letter or letters dated on or about the date of the Facility between any of the Lenders, the Agent or the Security Agent and the Borrower setting out any of the fees referred to in clause 11 of the Facility Agreement (<i>Fees</i>)</p> <p><u>"Finance Document"</u> means the Facility Agreement, any Security Document, any Hedging Agreement, the Subordination Agreement, any Duty of Care Agreement, any Fee Letter, any Hedge Counterparty Accession Letter, any Accession Letter or any other document designated as such by the Agent and the Borrower</p> <p><u>"Finance Party"</u> means the Agent, the Security Agent, a Hedge Counterparty or a Lender</p> <p><u>"General Account"</u> means the account designated as such under clause 17 1 of the Facility</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Agreement (<i>Designation of Accounts</i>) and includes any replacement of that Account</p> <p><u>"Guarantor"</u> means</p> <ul style="list-style-type: none"> <li>(A) on accession to the Facility Agreement as Additional Guarantors, each of LLP, Target and ManCo, and</li> <li>(B) any other Additional Guarantor</li> </ul> <p><u>"Hedge Counterparty"</u> means any Original Hedge Counterparty or any Additional Hedge Counterparty as defined in the Facility Agreement</p> <p><u>"Hedge Counterparty Accession Letter"</u> means a document substantially in the form set out in Schedule 7 of the Facility Agreement</p> <p><u>"Hedging Agreement"</u> means any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by the Borrower for the purpose of hedging interest payable under the Facility Agreement</p> <p><u>"Hive Up Document"</u> means the documents entered into by any Chargor in connection with the Hive Up as defined in the Facility Agreement and listed in schedule 12 of the Facility Agreement</p> <p><u>"Holdings"</u> means BOP (Luxembourg Holdings) S à r l , a <i>société à responsabilité limitée</i> (private limited liability company) incorporated on 29 March 2010 under the laws of the Grand Duchy of Luxembourg (Luxembourg), with a share capital of GBP 88,586,122 and having its registered office at 5, rue Guillaume J Kroll, Luxembourg, duly registered with the Luxembourg Trades and Companies Register under number B152280</p> <p><u>"Intellectual Property"</u> means</p> <ul style="list-style-type: none"> <li>(A) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and</li> <li>(B) the benefit of all applications and rights to use such assets of a Chargor (which may now or in the future subsist)</li> </ul> <p><u>"Lender"</u> means</p> <ul style="list-style-type: none"> <li>(A) any Original Lender, and</li> <li>(B) any other person which has become a Party as a Lender in accordance with clause 25 of the Facility Agreement (<i>Changes to the Lenders and Hedge Counterparties</i>),</li> </ul> <p>which in each case has not ceased to be a Party in accordance with the terms of the</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Facility Agreement</p> <p><u>"LLP"</u> means Hammerson Bishopsgate LLP, registered in England and Wales as a limited liability partnership with number OC362776</p> <p><u>"LLP Agreement"</u> means the limited liability partnership agreement for ownership and control of the LLP originally dated 15 March 2011 between Hammerson UK Properties plc, Hammerson (Croydon) Limited and Hammerson Centrale LLP</p> <p><u>"Management Agreement"</u> means the agreement dated 2 February 2012 between Ham99 as employer (and which has been assigned to BOP (99 Bishopsgate) S à r l as employer) and CBRE Limited as managing agent in respect of the management of the Property, or any replacement agreement with any managing agent, in either case as may from time to time be amended, varied, modified, supplemented or novated</p> <p><u>"ManCo"</u> means 99 Bishopsgate Management Limited, a company incorporated in England and Wales with registration number 3071752</p> <p><u>"Mortgaged Property"</u> means any freehold or leasehold property included in the definition of Charged Property.</p> <p><u>"Obligor"</u> means each of the Borrower and each Guarantor</p> <p><u>"Occupational Lease"</u> means any lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject and includes any guarantee of a tenant's obligations under the same</p> <p><u>"Original Lenders"</u> means Aareal Bank AG, Abbey National Treasury Services plc and Wells Fargo Bank, N A, London Branch</p> <p><u>"Party"</u> means a party to the Deed</p> <p><u>"Property"</u> means the property known as 99 and 101 Bishopsgate and 45 Old Broad Street, London EC2 and for these purposes includes the legal (but not the beneficial) interest in the freehold (NGL788242) and the interests in the headlease (AGL237027) and the sub-lease (NGL272172)</p> <p><u>"Related Rights"</u> means, in relation to any asset</p> <ul style="list-style-type: none"> <li>(A) the proceeds of sale of any part of that asset,</li> <li>(B) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</li> <li>(C) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</li> <li>(D) all monies and proceeds paid or payable in respect of that asset,</li> </ul>	

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### Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(including all rights against any trustee, nominee, fiduciary or clearing system)</p> <p><u>"Rent Account"</u> means the account designated as such under clause 17.1 of the Facility Agreement (<i>Designation of Accounts</i>) and includes any replacement of that Account</p> <p><u>"Reserve Account"</u> means the account designated as such under clause 17.1 of the Facility Agreement (<i>Designation of Accounts</i>) and includes any replacement of that account</p> <p><u>"Security"</u> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><u>"Security Document"</u> means</p> <ul style="list-style-type: none"> <li>(A) the Deed over the assets of each of the Borrower, the LLP, ManCo and the Target entered into or to be entered into by the Borrower, the LLP, ManCo and the Target in favour of the Security Agent in an agreed form,</li> <li>(B) the Holdings Debenture entered into or to be entered into by Holdings in favour of the Security Agent in an agreed form, such debenture to create security over its partnership interest in the LLP,</li> <li>(C) the Completion Debenture over the assets of the Borrower to be entered into by the Borrower in favour of the Security Agent on completion of all steps in the Hive Up (as defined in the Facility Agreement) in the agreed form,</li> <li>(D) the Luxembourg Pledge agreement entered into or to be entered into by Holdings in respect of the entire issued share capital of the Borrower in favour of the Security Agent,</li> <li>(E) any Reserve Amount Letters of Credit (from a bank approved by the Lenders and otherwise in form and substance satisfactory to the Lenders (in each case acting reasonably)) issued to the Agent in respect of the Borrower's obligations under clause 17.6(C) (<i>Reserve Account</i>) of the Facility Agreement,</li> <li>(F) the Subordination Agreement,</li> <li>(G) any other document designated as such by the Agent and the Borrower, and</li> <li>(H) any other document evidencing or creating Security over any asset to secure any obligation of any Obligor to a Secured Party under the Finance Documents</li> </ul> <p><u>"Subordination Agreement"</u> means the subordination agreement entered into or to be entered into by, amongst others, the Subordinated Creditors (as defined in the Facility Agreement), the Borrower and the Security Agent in an agreed form, such agreement to include a granting of first ranking security over the Subordinated Debt (as defined in the</p>	

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### Particulars of a mortgage or charge

#### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Facility Agreement) by each Subordinated Creditor

"Target" means Hammerson (99 Bishopsgate) Limited (to be renamed BOP (99 Bishopsgate) Limited), a company registered in England and Wales with registration number 06663603

"Tax Document" means the agreement dated on or about the date of this Facility Agreement between the Borrower and Holdings to pass the benefit and burden of the Tax Deed as defined in the Facility Agreement in respect of Target, ManCo and the LLP from Holdings to the Borrower

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X

Sumner & Sumner LLP

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Paula Macnamara PPM

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 6663603  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 28  
SEPTEMBER 2012 AND CREATED BY HAMMERSON (99  
BISHOPSGATE) LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM ANY OBLIGOR TO ANY FINANCE  
PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS  
OF THE AFOREMENTIONED INSTRUMENT CREATING OR  
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 5  
OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 OCTOBER  
2012

*DX*

