

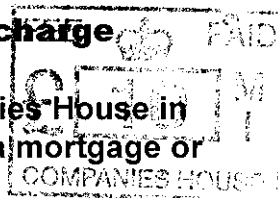
# M

CHFP131

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



# 395

021323/10

Pursuant to section 395 of the Companies Act 1985

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

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

For official use Company number

2

4365004

Name of company

280 BISHOPSGATE PROPERTY INVESTMENTS LIMITED (the "Company")

Date of creation of the charge

22 April 2002

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Obligors to the Beneficiaries under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs, charges and expenses or under the Debenture (the "Liabilities").

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

The Royal Bank of Scotland International Limited (as Agent and Security Trustee for and on behalf of the Beneficiaries)  
Royal Bank House, 71 Bath Street  
St Helier Jersey

Postcode

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

Berwin Leighton Paisner  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London

Tel: 020 7760 1000  
VIJH/19817/3#1972340

Time critical reference

For official Use  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

0500  
08/05/02

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage:
- 1.1 the Property; and
- 1.2 any other freehold or leasehold property now vested in the Company.
- 2 By way of fixed charge each of the following including all rights of enforcement of the same:
- 2.1 The Company's interest in any freehold or leasehold property acquired after the date of the Debenture;
- 2.2 The Company's interest in the Hammerson Agency Agreement, the Tax Deed, the Deed of Indemnity, the Enforcement Letter, the Sale Agreements, the Occupational Leases, the Licences, the Headlease, any Hedging Arrangement and all agreements, in which the Company has an interest, in respect of the management and/or operation of the Charged Assets and/or the Business, including in each case all capital monies or other sums including VAT (if any) payable under them (directly or indirectly) and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them;

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (see Note 5)

Signed

*Berwin Leighton Paine*

Date

*7 May 2002*

On behalf of [mortgagee/chargee]<sup>†</sup>

<sup>†</sup>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. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:  
  
Companies House, Crown Way, Cardiff CF14 3UZ.

Please complete  
legibly, preferably in  
black type, or bold  
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- 2.3 (as and when assigned to the Company) its interest in the Professional Contracts, the Building Contract, the Development Guarantees including in each case all capital monies or other sums including VAT (if any) payable under them (directly or indirectly) and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them;
- 2.4 all receipts in respect of its authorised share capital now or in the future;
- 2.5 all fixtures and fittings (in respect of the Charged Assets) and the Movables, the Manuals and the benefit of all guarantees, warranties and representations given or made in respect of any of them;
- 2.6 all easements and other rights at any time vested in, or conferred on, the Company in connection with or otherwise for the benefit of the Charged Assets and/or the Business including the Property Contracts;
- 2.7 the Company's interest (whether as beneficiary or trustee) in any Trust;
- 2.8 the Investments;
- 2.9 the Company's Intellectual Property;
- 2.10 if applicable the Company's uncalled capital;
- 2.11 the Company's right, title and interest in the Business including the present and future goodwill of the Business;
- 2.12 the present and future interest of the Company in the Licences and all rights now or in future attaching to them;
- 2.13 where the Company is (by virtue of an estate or interest in the Property) entitled to a share or shares in any residents or management company connected with the Property all such share or shares and all rights benefits and advantages at any time arising in respect of the same and the Company covenanted with the Security Trustee by way of fixed equitable charge that the Company will (if the Security Trustee so requires) transfer such share or shares to the Security Trustee or as it may direct.
- 3 By way of security assignment each of the following including all rights of enforcement of the same:
- 3.1 the Rents;
- 3.2 the Debts;
- 3.3 the Sale Proceeds;
- 3.4 the Accounts and any other accounts of the Company;
- 3.5 the Insurances;
- 3.6 the benefit of the copyright and rights in the nature of copyright vested in the Company from time to time in any plans, specifications and negatives prepared for or in connection with the Property and/or the Business and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the Property or any plant, machinery or equipment on it and the implied licence of the Company in any such plans, specifications and negatives the copyright of which is not vested in the Company;
- 3.7 all Causes of Action;
- 3.8 the monies payable to the Company under any Hedging Arrangement;
- 3.9 the benefit of any Compensation Payment;
- 3.10 the Company's interest in any VAT recoveries in respect of the Charged Assets and/or the Business; and
- 3.11 (to the extent they are not already assigned or charged by the other provisions of this clause) all the Company's estate, rights, title and interest in the Property and other Charged Assets.
- 4 By way of floating charge all the assets, property and undertaking of the Company both present and future, including all its goodwill and uncalled capital for the time being.

## NOTES

- 1 The Debenture provides that the Company shall not without the prior written consent of the Security Trustee (which shall be deemed given if the Agent shall have given its consent):
- 1.1 create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Charged Assets nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended by the Finance Documents and to ensure that the Charged Assets remain subject to the security created by the Finance Documents;
- 1.2 sell, convey, assign, release, exchange, set-off, compound, factor, discount, dispose,

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realise or transfer any of the Charged Assets or any interest in them, nor exercise powers of leasing (whether conferred upon a mortgagor by any statute or otherwise), accept surrenders of leases, vary any Occupational Lease or enter into any direct undertakings with sub-tenants, nor part with possession of any of the Charged Assets or enter into any sharing arrangement, grant any licence (occupation or otherwise) or right to possession of any of them, nor grant any easement, nor enter into any covenant or grant any other proprietary right or interest in relation to the Charged Assets, nor enter into any agreement to effect any of the same; nor

- 1.3 otherwise deal with, or dispose of, or contract or purport to do so, in respect of all or any of the Charged Assets which are subject only to the floating charge created by the Debenture, nor suffer or permit any set-off or other third-party rights in respect of them to arise, otherwise than at market value in the ordinary course of the Business.
- 2 The Debenture provides that the Security Trustee may at any time by written notice to the Company convert any Charged Asset subject to the floating charge created by the Debenture into a fixed charge where, in the opinion of the Security Trustee, such Charged Asset is at risk of becoming subject to any encumbrance or is otherwise in jeopardy.
- 3 The Debenture contains a covenant by the Company with the Security Trustee by way of fixed charge that upon:
  - 3.1 registration of the Property at HM Land Registry; and/or
  - 3.2 acquisition (if any and to the extent that such land does not form part of the Property) of that property lying on or under the slither of land comprising Stothard Place on the northern boundary of the Property (the "Additional Land"),
 the Company shall execute in favour of the Security Trustee a first fixed mortgage over that property in such form as the Security Trustee may require.
- 4 The Debenture provides that as regards any Rents and/or Debts specifically charged or intended to be specifically charged by the Debenture the Company shall:
  - 4.1 promptly and efficiently get in and realise such Rents and/or Debts in the ordinary course of its business;
  - 4.2 (as the Agent may from time to time in its sole and absolute discretion require) pay the proceeds of getting in and realising the Rents and/or Debts into the Proceeds Account or any account or accounts as the Agent shall nominate from time to time;
  - 4.3 not without the prior written approval of the Agent release, exchange, compound, set-off or grant time or indulgence in respect of any such Rents and/or Debts; and
  - 4.4 without prejudice to the generality of note 1 above, not without the prior written approval of the Agent sell, factor, discount or otherwise deal with or dispose of all or any such Rents and/or Debts.
- 5 The Debenture provides that following an Event of Default or Potential Event of Default or where, in the opinion of the Security Trustee any of the Charged Assets are at risk of becoming subject to any encumbrance or are otherwise in jeopardy, the Security Trustee may (without notice to or consent from the Company and in the Company's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise.
- 6 The Debenture provides that at any time after making demand under the Debenture and without further notice to the Company the Security Trustee, the Agent and/or the Lenders may combine or consolidate any accounts of the Company (or any other monies held by any of them to the account of the Company) of any nature and/or set-off or transfer any monies standing to the credit of any such accounts in or towards satisfaction of the Liabilities. The Security Trustee, the Agent and/or the Lenders may exercise its rights under this provision even where such monies have been deposited with any of them for a specific period and such period has not expired.
- 7 The Debenture contains or incorporates the following definitions:

**"Account Bank"** as defined in the Facility Agreement being The Royal Bank of Scotland International Limited or such clearing bank now or in the future with whom the Agent nominates the

Accounts are held;

**"Accounts"** means the accounts so defined in the Facility Agreement;

**"Agent"** means The Royal Bank of Scotland International Limited as agent under the provisions of the Facility Agreement;

**"Beneficiaries"** as defined in the Facility Agreement being each and all of the Agent, Security Trustee, the Hedging Counterparty and the Lenders (each a *"Beneficiary"*);

**"Building Contract"** as defined in the Facility Agreement being the building contract dated 25 February 2000 between Hammerson (280 Bishopsgate) Limited (1) and Sir Robert McAlpine Limited (2) to be assigned to the Company following the expiry of the defects liability period under that contract;

**"Business"** as defined in the Facility Agreement being the business of owning and managing the Property carried on by the Company;

**"Causes of Action"** means all causes of action and other rights and remedies which the Company has or may have in relation to the Business and/or the Charged Assets including those against its professional and other advisers and contractors;

**"Charged Assets"** as defined in the Facility Agreement being each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Finance Documents and the subject matter of each of them;

**"Company"** means 280 Bishopsgate Property Investments Limited (company no 4365004) including its successors in title and assigns;

**"Compensation Payment"** means monies paid or payable in connection with the Business and/or the Charged Assets by way of compensation, endowment, gift, grant or otherwise;

**"Debts"** as defined in the Facility Agreement being all book debts and other debts due to the Company in relation to the Business now or in the future including any sum due to the Company as a result of any order of the court under sections 238, 239 and/or 244 (or, if appropriate, sections 339, 340 and/or 343) and/or section 423 of the Insolvency Act 1986 and the Company's right to recover any VAT on any supplies made to it relating to the Charged Assets and/or the Business;

**"Deed of Indemnity"** as defined in the Facility Agreement being a deed of indemnity dated on or about the date of the Facility Agreement between Hammerson plc (1) the Investor (2) the Parent (3) the Company (4) and the Security Trustee (for and on behalf of the Beneficiaries);

**"Development Guarantees"** as defined in the Facility Agreement being any guarantees or bonds relating to any development at the Property including the guarantee in respect of the Building Contract dated 10 April 2000 from Sir Robert McAlpine (Holdings) Limited to Hammerson (280 Bishopsgate) Limited to be assigned to the Company under a deed of assignment;

**"Enforcement Letter"** as defined in the Facility Agreement being a letter dated on or about the date of the Facility Agreement from the Investor to the Company and Parent undertaking to them to pursue Hammerson plc in respect of certain all covenants, including covenants under the Tax Deed;

**"Event of Default"** as defined in the Facility Agreement being any event specified in schedule 7 of the Facility Agreement (whether or not declared);

**"Facility Agreement"** means the facility agreement dated on 22 April 2002 and made between The Royal Bank of Scotland International Limited (1), the Lenders (2), the Security Trustee (3), The Royal Bank of Scotland International Limited (as Agent) (4) and the Company (5) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it;

**"Finance Documents"** as defined in the Facility Agreement being each and all of the Facility Agreement, the Security Documents, the Hedging Arrangement and all other documents or instruments granted or created in favour or for the benefit of the Beneficiaries under the Facility Agreement and any other document so designated by the parties now or in the future;

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**"Hammerson Agency Agreement"** as defined in the Facility Agreement being the agency agreement between Hammerson plc (1), the Parent (2) and the Company (3);

**"Headlease"** as defined in the Debenture being the leases or underleases referred to in the Schedule below;

**"Hedging Arrangement"** as defined in the Facility Agreement being any currency swap or interest rate swap, cap and/or collar, forward rate, fixed deposit and any other similar financial hedging arrangement whether or not in relation to the Finance Documents;

**"Hedging Counterparty"** as defined in the Facility Agreement being the party or parties to the Hedging Arrangement other than the Company whether or not such party is the Security Trustee, the Agent and/or the Lenders;

**"Insurances"** as defined in the Facility Agreement being all insurances from time to time taken out in respect of the Business and/or the Charged Assets and all buildings, structures, plant, machinery and equipment included in or on the Property and the Company's interest in all other insurance policies taken out in relation to the Finance Documents and all monies from time to time payable in respect of them;

**"Intellectual Property"** as defined in the Facility Agreement being any existing or future rights in respect of any patent, patent application, copyright, trade mark, trade name, service mark, invention, design, knowhow, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

**"Investments"** as defined in the Facility Agreement being the existing or future interest of the Obligors in:

- (a) (in the case of the Parent only) 2 shares in the issued share capital of the Company;
  - (b) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity;
  - (c) any unit in any unit trust or similar scheme;
  - (d) any warrant or other right to acquire any such investment,
- together with all related stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise and any related income, offer, right or benefit and, to the extent not otherwise charged by the Debenture, any income, offer, right or benefit in respect of any such investment;

**"Investor"** means Euro Baltic Properties Limited (company number 4234737);

**"Lenders"** as defined in the Facility Agreement being Bradford & Bingley plc, Britannia Building Society and The Royal Bank of Scotland International Limited including their successors in title, and permitted transferees and assigns in accordance with clause 30 of the Facility Agreement and a reference to Lender shall mean any of them;

**"Licences"** as defined in the Facility Agreement being each and all of the grants, authorities, licences, quotas, certificates, justices and excise licences, music and dancing licences now or in future attached to the Charged Assets and/or pertaining to the conduct of the Business, or used in connection with it;

**"Manuals"** as defined in the Facility Agreement being all manuals, operating instructions, guarantees, warranties, service or maintenance agreements or records or other agreements or undertakings relating to the plant, machinery and equipment on the Property from time to time and, where appropriate such items belonging to third parties;

**"Movables"** means (except to the extent that in law they constitute fixtures or the stock in trade of the Company) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, apparatus, computers, vehicles, tools, implements, utensils and all other chattels and items used or intended to be used in connection with the Charged Assets including all Manuals;

**"Obligors"** as defined in the Facility Agreement being each and all of the Company and the Parent;

**"Occupational Leases"** as defined in the Facility Agreement being the RBS Lease and each and all of the leases and/or agreements for lease and/or licences or other occupational interests subject to and with the benefit of which the Company's interest in the Property is held now or in the future

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including any guarantee and rent deposit arrangements entered into under the terms of them;

**"Parent"** as defined in the Facility Agreement being 280 Bishopsgate Limited (company no 3723141) including its successors and assigns;

**"Potential Event of Default"** as defined in the Facility Agreement being any event or circumstance (whether or not declared) which, with the lapse of time and/or giving of notice, and/or the fulfilment of any other condition, would reasonably constitute an Event of Default;

**"Proceeds Account"** as defined in the Facility Agreement being an account numbered 50279524 (sort code 16-10-28) opened and/or maintained with the Account Bank for the purpose of holding the Sale Proceeds (when received), the Rents and the Debts;

**"Professional Contracts"** as defined in the Facility Agreement being each and all of the contracts in which the Company has any benefit now or in future in respect of the Property and/or any development of the Property including:

- (a) the appointment of Foggo Associates Limited 24 October 2000; and
  - (b) the appointment of Davies Langdon & Everest dated 28 June 2000;
- and all bonds or guarantees relating to the performance of all or any of those contracts;

**"Property"** means the property details of which are set out in the Schedule below (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it;

**"Property Contracts"** means as are defined in the Debenture being (a) the principle deed in relation to forfeiture dated 9 August 1999 as between The Corporation of London (1) Spitalfields Developments Limited (2) and SPP Investment Management Limited and Metacorp Bernhad BICC Plc (3), (b) the first supplemental deed in relation to forfeiture dated 9 August 1999 as between The Corporation of London (1) Hammerson (280 Bishopsgate) Limited (2) and Hammerson Properties Plc Hammerson Plc (3), (c) the substitute deed to the first supplemental deed in relation to forfeiture dated 11 January 2001 as between The Corporation of London (1) Hammerson (280 Bishopsgate Limited) (2) and Hammerson UK Properties Plc and Hammerson Plc (3), (d) the TP1 transfer of part form dated 21 December 2001 made between Spitalfields Developments Limited (1) and Hammerson (280 Bishopsgate) Limited (2), (e) the deed of apportionment dated 21 December 2001 made between The Corporation of London (1) Spitalfields Developments Limited (2) Hammerson (280 Bishopsgate) Limited (3) and Hammerson's Guarantors (being The Mayor and Commonality and Citizens of the City of London (1) Spitalfields Developments Limited (2) and SPP Real Estate (UK) Limited, MetaCorp Berhad, Balfour Beatty Plc (3)), and (f) the deed of mutual grant and covenant dated 21 December 2001 made between The Corporation of London (1) Spitalfields Developments Limited (2) and the Parent (3).

**"RBS Lease"** as defined in the Facility Agreement being

- (a) the Occupational Lease being an underlease dated 11 January 2002 for a term of 25 years from 2 October 2001 between Hammerson (280 Bishopsgate) Limited (1) Hammerson Plc (2) and The Royal Bank of Scotland Plc (3); and
- (b) a further Occupational Lease being an underlease dated 11 January 2002 for a term of 25 years from 2 October 2001 between the same parties;

**"Rents"** as defined in the Facility Agreement being all rents and other sums payable under any Occupational Leases including all insurance rent, service charges and VAT (if any) payable on or in respect of them and all insurance monies payable in respect of their loss;

**"Sale Agreements"** as defined in the Facility Agreement being each and all of the agreements now or in the future in force for the sale or other disposal or realisation of the Property, including a sale by the grant of a lease at a premium, but excluding the grant of a lease at a full open market rent;

**"Sale Proceeds"** as defined in the Facility Agreement being all capital monies or other sums or other consideration payable in respect of the Sale Agreements (whether before, at or after completion) including any VAT (if any) payable on them;

**"Security Documents"** means the security documents so defined in the Facility Agreement;

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**"Security Interest"** as defined in the Facility Agreement being any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, assignation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset;

**"Security Trustee"** means The Royal Bank of Scotland International Limited as trustee for the Beneficiaries under the Facility Agreement including its successors and assigns;

**"Tax Deed"** as defined in the Facility Agreement being the tax indemnity deed dated on or about the date of the Facility Agreement between Hammerson Plc (1) and the Euro Baltic Properties Limited (2);

**"VAT"** as defined in the Facility Agreement being value added tax or any similar or substitute tax;

Please complete  
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#### SCHEDULE

The property known as 280 Bishopsgate London EC2 comprising land and airspace demised by the Headlease as defined in the Debenture being:

(i) Firstly (a) the lease of part of the former Spitalfields Market dated the 13 May 1991 made between the Corporation (1) SDL (2) London & Edinburgh Trust PLC Balfour Beatty Limited and County & District Properties Limited (3) Costain (4) and BICC (5), (b) the Supplemental Lease dated 15 December 1993 made between the Corporation (1) SDL (2) and London & Edinburgh Trust plc, Costain and BICC (3) whereby the Corporation demised to SDL a portion of land at Spital Square in the London Borough of Tower Hamlets, (c) the Supplemental Lease dated 16 August 1996 made between the Corporation (1) SDL (2) and BICC, Costain and SPP (3) whereby the Corporation demised to SDL parts of 274-306 Bishopsgate 33a Steward Street and Stothard Place in the London Borough of Tower Hamlets, (d) the Deed of Surrender dated 16 August 1996 made between the Corporation (1) SDL (2) and BICC, Costain and SPP (3) whereby SDL surrendered all its interest in the building C land (as defined therein) to the Corporation, (e) the Supplemental Lease dated 21 August 1997 made between the Corporation (1) SDL (2) and BICC Costain and SPP (3) whereby the Corporations demised to SDL sub-soil below part of Spital Square in the London Borough of Tower Hamlets, (f) the Supplemental Lease dated 9 August 1999 between the Corporation (1) SDL (2) and SPP Metecorp Berhad and BICC (3) whereby the Corporation demised to SDL a strip of land fronting Bishopsgate London EC2, and (g) the Supplemental Lease dated 11 January 2001 between the Corporation (1) SDL (2) and SPP Metacorp Berhad and BICC (3) whereby the Corporation demised to SDL a further strip of land at 280 Bishopsgate (as varied by deeds of variation dated 2 July 1993 6 March 1996 16 August 1996 21 August 1997 and 9 August 1999 23 August 2000 and 11 January 2001 and as further varied from time to time, and being the subject of a transfer of part dated 21 December 2001 between SDL (1) and Hammerson (280 Bishopsgate) Limited), which at the date of the Debenture was in the course of registration at HM Land Registry with allocated title number EGL 426907, and

(ii) secondly the lease (the "Lease") dated 11 January 2001 made between the Queen's Most Excellent Majesty (1), The Crown Estate Commissioners (2), The City Corporation (3), the Company (4) and Hammerson UK Properties Plc (5) in course of registration at HM Land registry with title number EGL 426908.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04365004

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd APRIL 2002 AND CREATED BY 280 BISHOPSGATE PROPERTY INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE BENEFICIARIES 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 8th MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th MAY 2002.

*[Handwritten signature]*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —