

1845538/13
MG01

Particulars of a mortgage or charge



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 NOT

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

THURSDAY



LD3

LKMV5MHU

12/08/2010

353

COMPANIES HOUSE

1

Company details

Company number

0 6 5 4 8 0 8 2

Company name in full

Broadgate (PHC 8) 2008 Limited ("**PHC 8 2008**")

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

d3 d0 m0 m7 y2 y0 y1 y0

3

Description

Description

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

Supplemental Deed (the "**Supplemental Deed**") dated 30 July 2010 between, inter alia, PHC 8 2008 and Capita IRG Trustees Limited supplemental to, inter alia
1 the Borrower Deed of Charge (as defined in the continuation pages),
2 the Intercompany Loan Agreement (as defined in the continuation pages),
3 the Bank Agreement (as defined in the continuation pages), and
4 the Cash Management Agreement (as defined in the continuation pages)

4

Amount secured

Amount secured

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

The payment or discharge of all of the Borrower Secured Liabilities (as defined in the continuation pages to this form MG01).

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							
Name	Capita IRG Trustees Limited (the "Borrower Security Trustee")							
Address	7th Floor, Phoenix House, 18 King William Street,							
	London							
Postcode	E	C	4	N		7	H	E
Name								
Address								
Postcode								

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged						
Short particulars	Please see continuation pages						

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

MG01

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 866)

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 870). 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 *Simmons & Simmons*

X

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

MG01

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 Ruth Blackshaw

Company name Simmons & Simmons

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 or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

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

PHC 8 2008, by way of first fixed security for the payment or discharge of all of the Borrower Secured Liabilities, and subject to the proviso for redemption contained in the Supplemental Deed, charged in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Parties

(A) by way of first legal mortgage all of its right, title and interest in and to the 201 Bishopsgate Property Interest and the Gaucho Grill Part,

(B) by way of first fixed charge

(1) its interest in all Rental Income,

(2) any guarantee of Rental Income contained in or relating to any Occupational Lease, and

(3) its rights under any security or deposit agreement or arrangement entered into in respect of any Occupational Lease,

(4) all plant and machinery owned by it and its interest in any plant or machinery in its possession,

(5) all Fixtures owned by it at, and its interest in any Fixtures in its possession at, the 201 Bishopsgate Property Interest and the Gaucho Grill Part,

(6) its interest in all moneys standing to the credit of

(a) the Rental Receipts Account, and

(b) the Service Charge Account

and the debts represented by them and all other bank accounts in which it may now or hereafter have an interest,

(7) its interest in all benefits in respect of the Insurances to the extent that they relate to the 201 Bishopsgate Property Interest or the Gaucho Grill Part and all claims and returns of premiums in respect of them,

(8) the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with the 201 Bishopsgate Property Interest or the Gaucho Grill Part or the use of the 201 Bishopsgate Property Interest or the Gaucho Grill Part and the right to recover and receive all compensation which may be payable to it in respect of them,

(9) all its right, title, interest and benefit, present and future, in, to and under the Borrower Documents and all other contracts, agreements, deeds and documents, present and future, to which it is or may become a party, including without limitation all rights to receive payments of any amounts which may become payable to it thereunder, all payments received by it thereunder, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause

MG01 - continuation page

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>payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or to obtain other relief in respect thereof,</p> <p>(10) all of its book and other debts, the proceeds of the same and all other moneys due and payable to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing,</p> <p>(11) all moneys, and any Eligible Investments and any amount, standing to the credit of any account (including, without limitation, each Chargor Account in the name of PHC 8 2008 or held by the Cash Manager on trust for PHC 8 2008 with any person and the debts represented by them), and</p> <p>(12) its rights under the building, professional and other contracts in relation to the 201 Bishopsgate Property Interest and the Gaucho Grill Part in which it holds an interest including contracts, guarantees and warranties relating to the design and construction of the 201 Bishopsgate Property Interest or the Gaucho Grill Part and all representations given or made by and any rights against all or any builders, contractors and professional advisers at any time engaged in relation to any building or erection on the 201 Bishopsgate Property Interest or the Gaucho Grill Part, so far as the same may be charged without the consent of a third party</p> <p>Definitions</p> <p>In this form MG01 and in the continuation page to this form MG01, the following words and expressions have the following meanings</p> <p>A reference to a "charge" or "mortgage" of any freehold or leasehold includes</p> <p>(a) all buildings and Fixtures on that property,</p> <p>(b) the proceeds of sale of any part of that property, and</p> <p>(c) the benefit of any covenants for title given or entered into by any predecessor in title of PHC 2010 in respect of that property or any moneys paid or payable in respect of those covenants</p> <p>Account Bank means National Westminster Bank PLC, acting through its branch at 88 Cromwell Road, London SW7 4EW in its capacity as account bank pursuant to the Bank Agreement</p> <p>Account Trust Deed means the trust deed dated on or about the Closing Date between the Cash Manager, the Original Property Companies and the Original Nominee Companies</p> <p>Additional Mortgaged Property means a property which after the Closing Date is charged by way of legal mortgage by a Property Company in favour of the Borrower Security Trustee as security for the Borrower Secured Liabilities</p>

MG01 - continuation page

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

Additional Nominee Company means an Eligible Nominee which becomes a Nominee Company in accordance with Clause 18 or 19 of the Intercompany Loan Agreement

Additional Property Company means an Eligible Company which becomes a Property Company in accordance with Clause 18 or 19 of the Intercompany Loan Agreement

Affiliate means any company of which the Borrower is a Subsidiary and any other company which is a Subsidiary of such company

Agency Agreement means the agency agreement dated on or about the Closing Date and made between the Issuer, the Principal Paying Agent, the Agent Bank and the Bond Trustee where provision is made for the payment of principal, premium (if any) and interest in respect of the Bonds of each class

Agent Bank means JPMorgan Chase Bank, N A acting through its office at Trinity Tower, 9 Thomas More Street, London E1W 1YT or, if applicable, any successor agent bank which shall become such pursuant to the provisions of the Agency Agreement or such other agent bank in relation thereto as may (with the prior written approval of, and on terms previously approved in writing by, the Bond Trustee) from time to time be appointed as such by the Issuer and (except in the case of the initial Agent Bank) notice of whose appointment has been given to the Bondholders in accordance with Condition 14

Auditors means

- (a) in relation to the Borrower or the Property Companies, the independent auditors for the time being of the Borrower or the Property Companies (as the case may be) or, in the event of their being unable or unwilling promptly to carry out any action requested of them pursuant to the provisions of any Borrower Document, such other firm of accountants or such financial advisors as may be nominated by the Borrower and nominated or approved by the Borrower Security Trustee, and
- (b) in relation to the Issuer, the independent auditors for the time being of the Issuer or, in the event of their being unable or unwilling promptly to carry out any action requested of them pursuant to the provisions of the Bond Trust Deed, such other firm of accountants or such financial advisors as may be nominated or approved by the Bond Trustee for the purposes of the Bond Trust Deed

Bank Agreement means the bank agreement entered into on or about the Closing Date and entered into between the Account Bank, the Issuer, the Borrower, the Original Property Companies, the Issuer Security Trustee, the Borrower Security Trustee and the Cash Manager

Bond Trust Deed means a trust deed dated on or prior to the Closing Date between the Issuer and the Bond Trustee constituting the Bonds

Bond Trustee means Capita IRG Trustees Limited acting through its principal office at 7th Floor, Phoenix House, 18 King William Street, London EC4N 7HE as bond trustee for the Bondholders pursuant to the Bond Trust Deed

MG01 - continuation page

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>Bondholders means the Class A Bondholders, the Class B Bondholders, the Class C Bondholders and the Class D Bondholders</p> <p>Bonds means, as the context may require, the Original Bonds and/or any Further Bonds</p> <p>Borrower means Broadgate (Funding) 2005 Limited, a private limited company incorporated in England and Wales with registered number 5316374, and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>Borrower Accounts means the Borrower Transaction Account, any ICR Account, any Cash Substitution Account or any additional account of the Borrower maintained with the Account Bank or an Eligible Bank which replaces the same</p> <p>Borrower Deed of Charge means the deed of charge dated on or about the Closing Date and entered into by the Borrower, the Original Property Companies, the Original Nominee Companies, Holdings, Intermediate Holdings 2, PGLC, the Cash Manager, the Borrower Security Trustee, the Issuer and the Property Manager</p> <p>Borrower Documents means each of</p> <ul style="list-style-type: none"> (a) the Bank Agreement, (b) the Cash Management Agreement, (c) the Intercompany Loan Agreement, (d) the Borrower Deed of Charge, (e) the Tax Deed of Covenant, (f) the Jersey Security Agreement, (g) the Subordinated Loan Agreement, (h) the Intra-Group Loan Deed, (i) the Property Management Agreement, (j) any Property Advisory Agreement, (k) the Pursuit of Third Parties Deeds, (l) the Deeds of Pre-Emption, (m) the Declarations of Trust, (n) the Deeds of Instruction and Indemnity, 	

MG01 - continuation page

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

(o) the Account Trust Deed, and

(p) the Master Definitions and Construction Schedule,

and any other agreements to which a Chargor is party from time to time and which is designated as such

Borrower Secured Liabilities 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 the Chargors to the Borrower Secured Parties under

(a) the Intercompany Loan Agreement,

(b) any Property Advisory Agreement,

(c) the Property Management Agreement,

(d) the Bank Agreement,

(e) the Jersey Security Agreement,

(f) the Cash Management Agreement, and

(g) the Borrower Deed of Charge,

except for any obligation which, if it were so included, would result in the Borrower Deed of Charge contravening Section 151 of the Companies Act 1985

Borrower Secured Parties has the meaning given to that term in the Borrower Deed of Charge

Borrower Security means the security constituted by or pursuant to the Borrower Deed of Charge or the Jersey Security Agreement or any part thereof including any security so constituted after the Closing Date

Borrower Transaction Account means the "Broadgate (Funding) 2005 Limited – Borrower Transaction Account" maintained with the Account Bank and having account number 23517948 (sort code 560017) or any account at any branch of the Account Bank or at an Eligible Bank which replaces the same

British Land means The British Land Company PLC, a public limited company incorporated in England and Wales with registered number 621920 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX

British Land Group means British Land and all its Subsidiaries for the time being and **member of the British Land Group** shall be construed accordingly

Broadgate Tower Property Interest means the leasehold interest granted by a lease dated 30

MG01 - continuation page

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>July 2010 and made between 201 Bishopsgate Limited and PHC 2010 for a term of years expiring on and including 15 September 2997 in the property known as Broadgate Tower London EC2 in the course of registration at the Land Registry</p> <p>Cash Management Agreement means the cash management agreement dated on or prior to the Closing Date and entered into by the Cash Manager, the Issuer, the Borrower, the Property Companies, PGLC, the Issuer Security Trustee and the Borrower Security Trustee.</p> <p>Cash Manager means Broadgate (Cash Management) Limited acting as cash manager for, <i>inter alios</i>, the Issuer, the Borrower and the Property Companies under the Cash Management Agreement</p> <p>Cash Substitution Account means an account to be established and maintained with the Account Bank in the name of the Borrower pursuant to the Bank Agreement and bearing the name of "Cash Substitution Account" or any account at any branch of the Account Bank or at an Eligible Bank which replaces the same</p> <p>Chargor means each of the Borrower, the Property Companies, the Nominee Companies, Holdings, Intermediate Holdings 2, the Cash Manager and PGLC</p> <p>Chargor Accounts means the Borrower Accounts the Property Companies' Accounts and Chargor Account means any one of them</p> <p>Class A Bondholders means the Class A1 Bondholders, the Class A2 Bondholders, the Class A3 Bondholders and the Class A4 Bondholders</p> <p>Class A1 Bondholders means the several persons who are for the time being holders of the Class A1 Bonds save that, for so long as such Class A1 Bonds or any part thereof are represented by a Class A1 Global Bond deposited with a common depositary for Euroclear and Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular Principal Amount Outstanding (as defined in Condition 6 5 of the Class A1 Bonds (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of Class A1 Bonds standing to the account of any person shall be conclusive and binding for all purposes) shall be deemed to be and shall be treated by the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Class A1 Bonds (and the holder of the relevant Class A1 Bond shall be deemed not to be the holder) for all purposes of the Bond Trust Deed, the Conditions and the Transaction Documents other than with respect to the payment of principal or interest on such principal amount of such Class A1 Bonds, the rights to which shall be vested, as against the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons, solely in such common depositary and for which purpose such common depositary shall be deemed to be the holder of such principal amount of such Class A1 Bonds in accordance with and subject to its terms and the provisions of the Bond Trust Deed, the Conditions and the Transaction Documents, and the words holder and holders (when used in connection with Class A1 Bonds) and related expressions shall (where appropriate) be construed</p>	

MG01 - continuation page

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

accordingly

Class A1 Bonds means the bonds in bearer form comprising the said £225,000,000 Floating Rate Bonds due 2032 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class A1 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class A1 Temporary Global Bond, the Original Class A1 Permanent Global Bond and any Further Class A1 Bonds

Class A1 Global Bonds means the Original Class A1 Temporary Global Bond and/or the Original Class A1 Permanent Global Bond and/or any other global bond issued in respect of the Further Class A1 Bonds

Class A2 Bondholders means the several persons who are for the time being holders of the Class A2 Bonds save that, for so long as such Class A2 Bonds or any part thereof are represented by a Class A2 Global Bond deposited with a common depositary for Euroclear and Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular Principal Amount Outstanding (as defined in Condition 6 5 of the Class A2 Bonds (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of Class A2 Bonds standing to the account of any person shall be conclusive and binding for all purposes) shall be deemed to be and shall be treated by the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Class A2 Bonds (and the holder of the relevant Class A2 Bond shall be deemed not to be the holder) for all purposes of the Bond Trust Deed, the Conditions and the Transaction Documents other than with respect to the payment of principal or interest on such principal amount of such Class A2 Bonds, the rights to which shall be vested, as against the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons, solely in such common depositary and for which purpose such common depositary shall be deemed to be the holder of such principal amount of such Class A2 Bonds in accordance with and subject to its terms and the provisions of the Bond Trust Deed, the Conditions and the Transaction Documents, and the words **holder** and **holders** (when used in connection with Class A2 Bonds) and related expressions shall (where appropriate) be construed accordingly

Class A2 Bonds means the bonds in bearer form comprising the said £315,000,000 4 949 per cent Bonds due 2031 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class A2 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class A2 Temporary Global Bonds, the Original Class A2 Permanent Global Bond and any Further Class A2 Bonds

Class A2 Global Bonds means the Original Class A2 Temporary Global Bonds and/or the Original Class A2 Permanent Global Bond and/or any other global bond issued in respect of the Further Class A2 Bonds.

MG01 - continuation page

Particulars of a mortgage or charge

6	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p>Class A3 Bondholders means the several persons who are for the time being holders of the Class A3 Bonds save that, for so long as such Class A3 Bonds or any part thereof are represented by a Class A3 Global Bond deposited with a common depositary for Euroclear and Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular Principal Amount Outstanding (as defined in Condition 6 5 of the Class A3 Bonds (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of Class A3 Bonds standing to the account of any person shall be conclusive and binding for all purposes) shall be deemed to be and shall be treated by the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Class A3 Bonds (and the holder of the relevant Class A3 Bond shall be deemed not to be the holder) for all purposes of the Bond Trust Deed, the Conditions and the Transaction Documents other than with respect to the payment of principal or interest on such principal amount of such Class A3 Bonds, the rights to which shall be vested, as against the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons, solely in such common depositary and for which purpose such common depositary shall be deemed to be the holder of such principal amount of such Class A3 Bonds in accordance with and subject to its terms and the provisions of the Bond Trust Deed, the Conditions and the Transaction Documents, and the words holder and holders (when used in connection with Class A3 Bonds) and related expressions shall (where appropriate) be construed accordingly</p> <p>Class A3 Bonds means the bonds in bearer form comprising the said £175,000,000 4 851 per cent Bonds due 2033 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class A3 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class A3 Temporary Global Bonds, the Original Class A3 Permanent Global Bond and any Further Class A3 Bonds</p> <p>Class A3 Global Bonds means the Original Class A3 Temporary Global Bonds and/or the Original Class A3 Permanent Global Bond and/or any other global bond issued in respect of the Further Class A3 Bonds</p> <p>Class A4 Bondholders means the several persons who are for the time being holders of the Class A4 Bonds save that, for so long as such Class A4 Bonds or any part thereof are represented by a Class A4 Global Bond deposited with a common depositary for Euroclear and Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular Principal Amount Outstanding (as defined in Condition 6 5 of the Class A4 Bonds (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of Class A4 Bonds standing to the account of any person shall be conclusive and binding for all purposes) shall be deemed to be and shall be treated by the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Class</p>

MG01 - continuation page

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

A4 Bonds (and the holder of the relevant Class A4 Bond shall be deemed not to be the holder) for all purposes of the Bond Trust Deed, the Conditions and the Transaction Documents other than with respect to the payment of principal or interest on such principal amount of such Class A4 Bonds, the rights to which shall be vested, as against the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons, solely in such common depositary and for which purpose such common depositary shall be deemed to be the holder of such principal amount of such Class A4 Bonds in accordance with and subject to its terms and the provisions of the Bond Trust Deed, the Conditions and the Transaction Documents, and the words **holder** and **holders** (when used in connection with Class A4 Bonds) and related expressions shall (where appropriate) be construed accordingly

Class A4 Bonds means the bonds in bearer form comprising the said £400,000,000 4 821 per cent Bonds due 2036 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class A4 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class A4 Temporary Global Bond, the Original Class A4 Permanent Global Bond and any Further Class A4 Bonds

Class A4 Global Bonds means the Original Class A4 Temporary Global Bond and/or the Original Class A4 Permanent Global Bond and/or any other global bond issued in respect of the Further Class A4 Bonds.

Class B Bondholders means the several persons who are for the time being holders of the Class B Bonds save that, for so long as such Class B Bonds or any part thereof are represented by a Class B Global Bond deposited with a common depositary for Euroclear and Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular Principal Amount Outstanding (as defined in Condition 6 5 of the Class B Bonds (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of Class B Bonds standing to the account of any person shall be conclusive and binding for all purposes) shall be deemed to be and shall be treated by the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Class B Bonds (and the holder of the relevant Class B Bond shall be deemed not to be the holder) for all purposes of the Bond Trust Deed, the Conditions and the Transaction Documents other than with respect to the payment of principal or interest on such principal amount of such Class B Bonds, the rights to which shall be vested, as against the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons, solely in such common depositary and for which purpose such common depositary shall be deemed to be the holder of such principal amount of such Class B Bonds in accordance with and subject to its terms and the provisions of the Bond Trust Deed, the Conditions and the Transaction Documents, and the words **holder** and **holders** (when used in connection with Class B Bonds) and related expressions shall (where appropriate) be construed accordingly

Class B Bonds means the bonds in bearer form comprising the said £365,000,000 4 999 per cent Bonds due 2033 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof

MG01 - continuation page

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>for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class B Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class B Temporary Global Bonds, the Original Class B Permanent Global Bond and any Further Class B Bonds.</p> <p>Class B Global Bonds means the Original Class B Temporary Global Bonds and/or the Original Class B Permanent Global Bond and/or any other global bond issued in respect of the Further Class B Bonds</p> <p>Class C Bondholders means the Class C1 Bondholders and the Class C2 Bondholders</p> <p>Class C1 Bondholders means the several persons who are for the time being holders of the Class C1 Bonds save that, for so long as such Class C1 Bonds or any part thereof are represented by a Class C1 Global Bond deposited with a common depositary for Euroclear and Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular Principal Amount Outstanding (as defined in Condition 6 5 of the Class C1 Bonds (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of Class C1 Bonds standing to the account of any person shall be conclusive and binding for all purposes) shall be deemed to be and shall be treated by the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Class C1 Bonds (and the holder of the relevant Class C1 Bond shall be deemed not to be the holder) for all purposes of the Bond Trust Deed, the Conditions and the Transaction Documents other than with respect to the payment of principal or interest on such principal amount of such Class C1 Bonds, the rights to which shall be vested, as against the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons, solely in such common depositary and for which purpose such common depositary shall be deemed to be the holder of such principal amount of such Class C1 Bonds in accordance with and subject to its terms and the provisions of the Bond Trust Deed, the Conditions and the Transaction Documents, and the words holder and holders (when used in connection with Class C1 Bonds) and related expressions shall (where appropriate) be construed accordingly</p> <p>Class C1 Bonds means the bonds in bearer form comprising the said £235,000,000 Floating Rate Bonds due 2022 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class C1 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class C1 Temporary Global Bond, the Original Class C1 Permanent Global Bond and any Further Class C1 Bonds</p> <p>Class C1 Global Bonds means the Original Class C1 Temporary Global Bond and/or the Original Class C1 Permanent Global Bond and/or any other global bond issued in respect of the Further Class C1 Bonds</p> <p>Class C2 Bondholders means the several persons who are for the time being holders of the Class C2 Bonds save that, for so long as such Class C2 Bonds or any part thereof are represented by a</p>

MG01 - continuation page

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

Class C2 Global Bond deposited with a common depositary for Euroclear and Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular Principal Amount Outstanding (as defined in Condition 6.5 of the Class C2 Bonds (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of Class C2 Bonds standing to the account of any person shall be conclusive and binding for all purposes) shall be deemed to be and shall be treated by the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Class C2 Bonds (and the holder of the relevant Class C2 Bond shall be deemed not to be the holder) for all purposes of the Bond Trust Deed, the Conditions and the Transaction Documents other than with respect to the payment of principal or interest on such principal amount of such Class C2 Bonds, the rights to which shall be vested, as against the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons, solely in such common depositary and for which purpose such common depositary shall be deemed to be the holder of such principal amount of such Class C2 Bonds in accordance with and subject to its terms and the provisions of the Bond Trust Deed, the Conditions and the Transaction Documents, and the words **holder** and **holders** (when used in connection with Class C2 Bonds) and related expressions shall (where appropriate) be construed accordingly

Class C2 Bonds means the bonds in bearer form comprising the said £215,000,000 5 098 per cent Bonds due 2035 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class C2 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class C2 Temporary Global Bonds, the Original Class C2 Permanent Global Bond and any Further Class C2 Bonds

Class C2 Global Bonds means the Original Class C2 Temporary Global Bonds and/or the Original Class C2 Permanent Global Bond and/or any other global bond issued in respect of the Further Class C2 Bonds

Class D Bondholders means the several persons who are for the time being holders of the Class D Bonds save that, for so long as such Class D Bonds or any part thereof are represented by a Class D Global Bond deposited with a common depositary for Euroclear and Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular Principal Amount Outstanding (as defined in Condition 6 5 of the Class D Bonds (in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of Class D Bonds standing to the account of any person shall be conclusive and binding for all purposes) shall be deemed to be and shall be treated by the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons as the holder of such Principal Amount Outstanding of such Class D Bonds (and the holder of the relevant Class D Bond shall be deemed not to be the holder) for all purposes of the Bond Trust Deed, the Conditions and the Transaction Documents other than with respect to the payment of principal or interest on such principal amount of such Class D Bonds,

MG01 - continuation page

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>the rights to which shall be vested, as against the Issuer, the Bond Trustee, the Issuer Security Trustee and all other persons, solely in such common depositary and for which purpose such common depositary shall be deemed to be the holder of such principal amount of such Class D Bonds in accordance with and subject to its terms and the provisions of the Bond Trust Deed, the Conditions and the Transaction Documents; and the words holder and holders (when used in connection with Class D Bonds) and related expressions shall (where appropriate) be construed accordingly</p> <p>Class D Bonds means the bonds in bearer form comprising the said £150,000,000 Floating Rate Bonds due 2025 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class D Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class D Temporary Global Bond, the Original Class D Permanent Global Bond and any Further Class D Bonds</p> <p>Class D Global Bonds means the Original Class D Temporary Global Bond and/or the Original Class D Permanent Global Bond and/or any other global bond issued in respect of the Further Class D Bonds</p> <p>Clearstream, Luxembourg means Clearstream Banking, société anonyme or the successor for the time being to such business</p> <p>Closing Date means 2 March 2005 or such later date as may be designated as such by the Issuer, the Lead Managers and the Bond Trustee</p> <p>Compulsory Purchase Proceeds Account means an account to be established and maintained with the Account Bank in the name of the Cash Manager (on trust for the relevant Property Company) and bearing the name "Compulsory Purchase Proceeds Account" or any account at any branch of the Account Bank or at an Eligible Bank which replaces the same</p> <p>Conditions means</p> <p>(a) in relation to the Original Bonds, the Conditions in the form set out in Schedule 2 to the Bond Trust Deed as the same may from time to time be modified in accordance with the Bond Trust Deed and any reference in the Bond Trust Deed or any other Transaction Document to a particular specified Condition or paragraph of a Condition shall in relation to the Original Bonds be construed accordingly, and</p> <p>(b) in relation to any Further Bonds, the Conditions in the form set out or referred to in the supplemental trust deed relating thereto as the same may from time to time be modified in accordance with the Bond Trust Deed and any reference in the Bond Trust Deed or any other Transaction Document to a particular specified Condition or paragraph of a Condition shall in relation to the Further Bonds, unless either referring specifically to a particular specified Condition or paragraph of a Condition of such Further Bonds or the context otherwise requires, be construed as a reference to the provisions (if any) in the Conditions thereof which correspond to the provisions of the particular specified Condition or paragraph of a Condition of the Original Bonds</p>	

MG01 - continuation page

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

Declarations of Trust means the declaration of trust brief details of which are set out in Schedule 7 to the Borrower Deed of Charge

Deed of Instruction and Indemnity means the deeds executed by each Original Property Company in favour of each Original Nominee Company instructing them to enter into the Borrower Deed of Charge and indemnifying them in connection with such entry

Deeds of Pre-Emption means the deeds between British Land and, variously, each Property Company (other than Broadgate (PHC 5) Limited, Broadgate (PHC 5) 2005 Limited, Broadgate (PHC 6) 2005 Limited), pursuant to which such Property Company granted a right of pre-emption in respect of the reversionary interest held by a member of the British Land Group in the relevant Mortgaged Property

Eligible Bank means the London branch of a bank (i) whose short-term, unsecured, unsubordinated and unguaranteed debt obligations are rated at least A-1+ by S&P, P-1 by Moody's and F1 by Fitch, and (ii) which is an authorised person under the Financial Services and Markets Act 2000

Eligible Company means a company which meets the following conditions

- (a) the company is incorporated in England and Wales,
 - (b) the company is a wholly-owned subsidiary of Holdings,
 - (c) the Auditors have delivered a report in relation to the company evidencing that it has liabilities which are equivalent (both as to type and to amount) to those of the relevant Property Company on the Closing Date, and
 - (d) the company is resident for tax purposes solely in the United Kingdom,
- or which otherwise satisfies the Rating Condition

Eligible Investments means

- (a) sterling gilt-edged securities, and
- (b) sterling current or time deposits, certificates of deposit and short term obligations (including commercial paper and rights under contracts for differences),

provided that, in all cases, such investments have a maturity of the lesser of 90 days or the number of days to the immediately succeeding Interest Payment Date and the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made (being an authorised institution under the Financial Services and Markets Act 2000) are rated P-1 (short term) and A1 (long term) by Moody's, F1+ by Fitch and A-1+ by S&P (or, in the case of longer-dated securities P-1 (short term) and Aaa (long term) by Moody's, AAA by Fitch and AAA by S&P) or higher (or their equivalent) by or are otherwise acceptable to the Rating Agencies

MG01 - continuation page

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>Eligible Nominee means a company which meets the following conditions:</p> <ul style="list-style-type: none"> (a) the company is incorporated in Jersey or England and Wales, (b) the company is a wholly-owned subsidiary of Holdings, (c) the Auditors have delivered a report in relation to the company evidencing that it has liabilities which are equivalent (both as to type and to amount) to those of the relevant Nominee Company on the Closing Date, and (d) the company is resident for tax purposes solely in Jersey or the United Kingdom, <p>or which otherwise satisfies the Rating Condition</p> <p>Euroclear means Euroclear Bank S A /N V , as operator of the Euroclear System or the successor for the time being to such business</p> <p>Fitch means Fitch Ratings Limited and includes any successor to its ratings business</p> <p>Fixed Bond Interest Payment Date means has the meaning ascribed thereto in Condition 4 2</p> <p>Fixed Rate Bonds means the Class A2 Bonds, the Class A3 Bonds, the Class A4 Bonds, the Class B Bonds and/or the Class C2 Bonds</p> <p>Fixtures means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery (but excluding in each case all tenant's fixtures and fittings, plant and machinery) on the Mortgaged Property</p> <p>Floating Bond Interest Payment Date has the meaning ascribed thereto in Condition 4 4</p> <p>Floating Rate Bonds means the Class A1 Bonds, the Class C1 Bonds and/or the Class D Bonds</p> <p>Further Bonds means the Further Class A Bonds, the Further Class B Bonds, the Further Class C Bonds and/or the Further Class D Bonds</p> <p>Further Class A Bonds means the Further Class A1 Bonds, the Further Class A2 Bonds, the Further Class A3 Bonds and/or the Further Class A4 Bonds</p> <p>Further Class A1 Bonds means bonds of the Issuer constituted by a trust deed supplemental to the Bond Trust Deed pursuant to subclause 2 4 of the Bond Trust Deed and carrying the same terms and conditions in all respects (or in all respects except for the first Interest Period) as, and so that the same shall be consolidated and form a single series and rank <i>pari passu</i> with, the Class A1 Bonds or the principal amount thereof for the time being outstanding or as the context may require a specific number thereof and includes any replacements for Further Class A1 Bonds issued pursuant to Condition 13 and, where applicable, any Global Bond issued in respect thereof</p> <p>Further Class A2 Bonds means bonds of the Issuer constituted by a trust deed supplemental to</p>	

MG01 - continuation page

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

the Bond Trust Deed pursuant to subclause 2.4 of the Bond Trust Deed and carrying the same terms and conditions in all respects (or in all respects except for the first Interest Period) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with, the Class A2 Bonds or the principal amount thereof for the time being outstanding or as the context may require a specific number thereof and includes any replacements for Further Class A2 Bonds issued pursuant to Condition 13 and, where applicable, any Global Bond issued in respect thereof

Further Class A3 Bonds means bonds of the Issuer constituted by a trust deed supplemental to the Bond Trust Deed pursuant to subclause 2.4 of the Bond Trust Deed and carrying the same terms and conditions in all respects (or in all respects except for the first Interest Period) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with, the Class A3 Bonds or the principal amount thereof for the time being outstanding or as the context may require a specific number thereof and includes any replacements for Further Class A3 Bonds issued pursuant to Condition 13 and, where applicable, any Global Bond issued in respect thereof

Further Class A4 Bonds means bonds of the Issuer constituted by a trust deed supplemental to the Bond Trust Deed pursuant to subclause 2.4 of the Bond Trust Deed and carrying the same terms and conditions in all respects (or in all respects except for the first Interest Period) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with, the Class A4 Bonds or the principal amount thereof for the time being outstanding or as the context may require a specific number thereof and includes any replacements for Further Class A4 Bonds issued pursuant to Condition 13 and, where applicable, any Global Bond issued in respect thereof

Further Class B Bonds means bonds of the Issuer constituted by a trust deed supplemental to the Bond Trust Deed pursuant to subclause 2.4 of the Bond Trust Deed and carrying the same terms and conditions in all respects (or in all respects except for the first Interest Period) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with, the Class B Bonds or the principal amount thereof for the time being outstanding or as the context may require a specific number thereof and includes any replacements for Further Class B Bonds issued pursuant to Condition 13 and, where applicable, any Global Bond issued in respect thereof

Further Class C Bonds means the Further Class C1 Bonds and the Further Class C2 Bonds.

Further Class C1 Bonds means bonds of the Issuer constituted by a trust deed supplemental to the Bond Trust Deed pursuant to subclause 2.4 of the Bond Trust Deed and carrying the same terms and conditions in all respects (or in all respects except for the first Interest Period) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with, the Class C1 Bonds or the principal amount thereof for the time being outstanding or as the context may require a specific number thereof and includes any replacements for Further Class C1 Bonds issued pursuant to Condition 13 and, where applicable, any Global Bond issued in respect thereof.

Further Class C2 Bonds means bonds of the Issuer constituted by a trust deed supplemental to the Bond Trust Deed pursuant to subclause 2.4 of the Bond Trust Deed and carrying the same terms and conditions in all respects (or in all respects except for the first Interest Period) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with, the Class C2 Bonds or the principal amount thereof for the time being outstanding or as the context may require a specific number thereof and includes any replacements for Further Class C2 Bonds

MG01 - continuation page

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

issued pursuant to Condition 13 and, where applicable, any Global Bond issued in respect thereof

Further Class D Bonds means bonds of the Issuer constituted by a trust deed supplemental to the Bond Trust Deed pursuant to subclause 2.4 of the Bond Trust Deed and carrying the same terms and conditions in all respects (or in all respects except for the first Interest Period) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with, the Class D Bonds or the principal amount thereof for the time being outstanding or as the context may require a specific number thereof and includes any replacements for Further Class D Bonds issued pursuant to Condition 13 and, where applicable, any Global Bond issued in respect thereof

Further Term Facility means a term facility ranking *pari passu* with and forming part of a Term Facility then outstanding requested of the Issuer by the Borrower pursuant to Clause 2.11 of the Intercompany Loan Agreement and made available to the Borrower by the Issuer in accordance with and subject to the provisions of Clause 2.12 of the Intercompany Loan Agreement

Further Term Loan means, in relation to a Further Term Facility, save as otherwise provided, the principal amount of each borrowing under that Further Term Facility or the principal amount outstanding of that borrowing from time to time

Gaucha Grill Part means the premises known as Gaucha Grill, 5 Finsbury Avenue Square, Broadgate, London EC2 being all the premises transferred out of the 4 Broadgate Property Interest by a transfer dated 30 July 2010 and made between PHC 1 (1), PHC 8 2008 (2) and B L C.T (PHC 1) Limited in the course of registration at the Land Registry

Global Bonds means the Class A1 Global Bonds, the Class A2 Global Bonds, the Class A3 Global Bonds, the Class A4 Global Bonds, the Class B Global Bonds, the Class C1 Global Bonds, the Class C2 Global Bonds and/or the Class D Global Bonds

Holdings means Broadgate Property Holdings Limited, a private limited company incorporated in England and Wales with registered number 3710294 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX

ICR Account means an account to be established and maintained with the Account Bank in the name of the Borrower pursuant to the Bank Agreement and bearing the name "ICR Account" or any account at any branch of the Account Bank or at an Eligible Bank which replaces the same

Intercompany Loan Agreement means the intercompany loan agreement dated on or before the Closing Date and entered into by the Borrower, the Original Property Companies, the Cash Manager, the Issuer and the Borrower Security Trustee

Interest Payment Date means

- (a) in respect of the Fixed Rate Bonds and the Term Loans other than the Swap Related Loans, a Fixed Bond Interest Payment Date, and
- (b) in respect of the Floating Rate Bonds and the Swap Related Loans, a Floating Bond Interest Payment Date

MG01 - continuation page

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

Interest Period has the meaning ascribed to it in Condition 4.4

Interest Residual Amount has the meaning ascribed to it in Condition 15.1

Intermediate Holdings 1 means British Land City 2005 Limited, a private limited company incorporated in England and Wales with registered number 05301625 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX

Intermediate Holdings 2 means British Land Broadgate 2005 Limited, a private limited company incorporated in England and Wales with registered number 05301646 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX

Intra-Group Loan Deed means the subordinated loan deed dated on or prior to the Closing Date and entered into by Holdings, PGLC, the Issuer, the Borrower, the Original Property Companies, the Cash Manager, the Issuer Security Trustee and the Borrower Security Trustee

Issuer means Broadgate Financing PLC, a public limited company incorporated in England and Wales with registered number 5316365 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX

Issuer Deed of Charge means the deed of charge dated on or about the Closing Date and entered into by the Issuer, the Issuer Security Trustee, the Bond Trustee, the Liquidity Bank, the Principal Paying Agent, the Agent Bank, the Swap Counterparty and the Cash Manager

Issuer Documents means each of

- (a) the Bond Trust Deed,
- (b) the Agency Agreement,
- (c) the Issuer Deed of Charge,
- (d) the Cash Management Agreement,
- (e) the Bank Agreement,
- (f) the Swap Agreement,
- (g) the Swap Guarantee,
- (h) the Bond Trust Deed,
- (i) the Liquidity Agreement,
- (j) the Intercompany Loan Agreement,
- (k) the Intra-Group Loan Deed,

MG01 - continuation page

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

(l) the Borrower Deed of Charge,

(m) the Tax Deed of Covenant, and

(n) the Master Definitions and Construction Schedule,

and any other agreements to which the Issuer is party from time to time and which are designated as such

Issuer Security Trustee means Capita IRG Trustees Limited acting through its principal office at 7th Floor, Phoenix House, 18 King William Street, London EC4N 7HE as the issuer security trustee pursuant to the terms of the Issuer Deed of Charge

MG01 - continuation page

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

Jersey Security Agreement means the security agreement dated on or about the Closing Date, governed by the laws of Jersey, and entered into by Holdings and the Borrower Security Trustee

Lead Managers means Morgan Stanley & Co International Limited, The Royal Bank of Scotland plc and UBS Limited in their respective capacities as lead managers under the Subscription Agreement

Liquidity Agreement means the liquidity agreement entered into on or about the Closing Date between the Issuer, the Issuer Security Trustee and the Liquidity Bank

Liquidity Bank means a Liquidity Bank as defined in the Liquidity Agreement including its successors in title, permitted assigns and permitted transferees (being, as at the Closing Date, The Royal Bank of Scotland plc)

Master Definitions and Construction Schedule means the master definitions schedule dated 2 March 2005 and signed for the purposes of identification.

Moody's means Moody's Investor Services Ltd and includes any successor to its ratings business

Morgan Stanley means Morgan Stanley & Co International Limited

Mortgaged Property means each Original Mortgaged Property or Additional Mortgaged Property but excludes any Mortgaged Property released from the Borrower Security and **Mortgaged Properties** means any two or more of them

New Bonds means any Bonds issued pursuant to Condition 16.3

New Term Facility means a term facility funded by the issue of New Bonds requested from the Issuer by the Borrower pursuant to Clause 2.11 of the Intercompany Loan Agreement and made available to the Borrower by the Issuer in accordance with and subject to Clause 2.12 of the Intercompany Loan Agreement

New Term Loan means, in relation to a New Term Facility, save as otherwise provided, the principal amount of each borrowing under that New Term Facility or the principal amount outstanding of that borrowing from time to time

Nominee Companies means the Original Nominee Companies and any Additional Nominee Company (but excluding any company which has been released as such pursuant to the terms of the Intercompany Loan Agreement) and **Nominee Company** means any one of them

Occupational Lease means an existing lease of the whole or any part or parts of a Mortgaged Property granted by the relevant Property Company or the relevant Nominee Company on behalf of the relevant Property Company, as the case may be, (or, as applicable, any predecessor in title) and any future lease of the whole or any part or parts of the Mortgaged Property granted by the relevant Property Company or the relevant Nominee Company on behalf of the relevant Property Company, as the case may be and 'lease' for the purpose of this definition shall include any agreement for lease which has become unconditional, any licence or any other occupational interest

MG01 - continuation page

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>Occupational Tenants means the tenants, licencees or other persons in whom Occupational Leases are vested from time to time and Occupational Tenant means any one of them</p> <p>Original Bonds means the Original Class A Bonds, the Original Class B Bonds, the Original Class C Bonds and/or the Original Class D Bonds</p> <p>Original Class A Bonds means the Original Class A1 Bonds, the Original Class A2 Bonds, the Original Class A3 Bonds and/or the Original Class A4 Bonds</p> <p>Original Class A1 Bonds means the bonds in bearer form comprising the said £225,000,000 Floating Rate Bonds due 2032 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class A1 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class A1 Temporary Global Bond and the Original Class A1 Permanent Global Bond.</p> <p>Original Class A1 Permanent Global Bond means the permanent global bond in respect of the Original Class A1 Bonds to be issued pursuant to subclause 3.3 of the Bond Trust Deed in the form or substantially in the form set out in the Part 2 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class A1 Temporary Global Bond means the temporary global bond in respect of the Original Class A1 Bonds to be issued pursuant to subclause 3.1 of the Bond Trust Deed in the form or substantially in the form set out in the Part 1 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class A2 Bonds means the bonds in bearer form comprising the said £315,000,000 4.949 per cent Bonds due 2031 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class A2 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class A2 Temporary Global Bonds and the Original Class A2 Permanent Global Bond</p> <p>Original Class A2 Permanent Global Bond means the permanent global bond in respect of the Original Class A2 Bonds to be issued pursuant to subclause 3.3 of the Bond Trust Deed in the form or substantially in the form set out in the Part 2 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class A2 Temporary Global Bonds means the temporary global bonds in respect of the Original Class A2 Bonds to be issued pursuant to subclause 3.1 of the Bond Trust Deed in the form or substantially in the form set out in the Part 1 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class A3 Bonds means the bonds in bearer form comprising the said £175,000,000 4.851 per cent Bonds due 2033 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class A3 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class A3 Temporary Global Bonds and the Original Class A3 Permanent Global Bond</p> <p>Original Class A3 Permanent Global Bond means the permanent global bond in respect of the</p>

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Original Class A3 Bonds to be issued pursuant to subclause 3.3 of the Bond Trust Deed in the form or substantially in the form set out in the Part 2 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class A3 Temporary Global Bonds means the temporary global bonds in respect of the Original Class A3 Bonds to be issued pursuant to subclause 3.1 of the Bond Trust Deed in the form or substantially in the form set out in the Part 1 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class A4 Bonds means the bonds in bearer form comprising the said £400,000,000 4.821 per cent Bonds due 2036 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class A4 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class A4 Temporary Global Bond and the Original Class A4 Permanent Global Bond</p> <p>Original Class A4 Permanent Global Bond means the permanent global bond in respect of the Original Class A4 Bonds to be issued pursuant to subclause 3.3 of the Bond Trust Deed in the form or substantially in the form set out in the Part 2 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class A4 Temporary Global Bond means the temporary global bond in respect of the Original Class A4 Bonds to be issued pursuant to subclause 3.1 of the Bond Trust Deed in the form or substantially in the form set out in the Part 1 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class B Bonds means the bonds in bearer form comprising the said £365,000,000 4.999 per cent Bonds due 2033 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class B Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class B Temporary Global Bonds and the Original Class B Permanent Global Bond</p> <p>Original Class B Permanent Global Bond means the permanent global bond in respect of the Original Class B Bonds to be issued pursuant to subclause 3.3 of the Bond Trust Deed in the form or substantially in the form set out in the Part 2 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class B Temporary Global Bonds means the temporary global bonds in respect of the Original Class B Bonds to be issued pursuant to subclause 3.1 of the Bond Trust Deed in the form or substantially in the form set out in the Part 1 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class C Bonds means the Original Class C1 Bonds and/or the Original Class C2 Bonds.</p> <p>Original Class C1 Bonds means the bonds in bearer form comprising the said £235,000,000 Floating Rate Bonds due 2022 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class C1 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class C1 Temporary Global Bond and the Original Class C1 Permanent Global Bond</p> <p>Original Class C1 Permanent Global Bond means the permanent global bond in respect of the Original Class C1 Bonds to be issued pursuant to subclause 3.3 of the Bond Trust Deed in the</p>	

MG01 - continuation page

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>form or substantially in the form set out in the Part 2 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class C1 Temporary Global Bond means the temporary global bond in respect of the Original Class C1 Bonds to be issued pursuant to subclause 3 1 of the Bond Trust Deed in the form or substantially in the form set out in the Part 1 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class C2 Bonds means the bonds in bearer form comprising the said £215,000,000 5 098 per cent Bonds due 2035 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class C2 Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class C2 Temporary Global Bonds and the Original Class C2 Permanent Global Bond</p> <p>Original Class C2 Permanent Global Bond means the permanent global bond in respect of the Original Class C2 Bonds to be issued pursuant to subclause 3 3 of the Bond Trust Deed in the form or substantially in the form set out in the Part 2 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class C2 Temporary Global Bonds means the temporary global bonds in respect of the Original Class C2 Bonds to be issued pursuant to subclause 3 1 of the Bond Trust Deed in the form or substantially in the form set out in the Part 1 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class D Bonds means the bonds in bearer form comprising the said £150,000,000 Floating Rate Bonds due 2025 of the Issuer constituted by the Bond Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Class D Bonds issued pursuant to Condition 13 and (except for the purposes of clause 3 of the Bond Trust Deed) the Original Class D Temporary Global Bond and the Original Class D Permanent Global Bond</p> <p>Original Class D Permanent Global Bond means the permanent global bond in respect of the Original Class D Bonds to be issued pursuant to subclause 3 3 of the Bond Trust Deed in the form or substantially in the form set out in the Part 2 of Schedule 1 to the Bond Trust Deed</p> <p>Original Class D Temporary Global Bond means the temporary global bond in respect of the Original Class D Bonds to be issued pursuant to subclause 3 1 of the Bond Trust Deed in the form or substantially in the form set out in the Part 1 of Schedule 1 to the Bond Trust Deed</p> <p>Original Mortgaged Properties means the properties listed in Schedule 1 to the Borrower Deed of Charge and Original Mortgaged Property means any one of them</p> <p>Original Nominee Companies means the companies listed in Schedule 1 to the Borrower Deed of Charge as original nominee companies and each having its registered office at 22 Grenville Street, St Helier, Jersey, JE4 8PX</p> <p>Original Property Companies means PHC1, PHC2, PHC3, PHC4, PHC5, PHC7, PHC8, PHC9, PHC14, PCH15a, PHC15b, PHC15c, PHC5 2005, PHC6 2005, PHC11 2005 and PHC16 2005.</p> <p>Paying Agent means the Principal Paying Agent appointed by the Issuer pursuant to the Agency Agreement, to include, if applicable, any successor principal paying agent which shall become</p>

MG01 - continuation page

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>such pursuant to the provisions of the Agency Agreement and such other or further paying agents as may (with the prior approval of the Bond Trustee in writing) from time to time be appointed as such, and/or such other or further specified offices as may from time to time be nominated, in each case by the Issuer, and (except in the case of the initial appointments and specified offices made under and specified in the Agency Agreement) notice of whose appointment or nomination has been given to the Bondholders in accordance with Condition 14</p> <p>PGLC means Broadgate (Lending) Limited, a private limited company incorporated in England and Wales with registered number 3724277 and having its registered office at and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC1 means Broadgate (PHC 1) Limited, a company incorporated in England and Wales with registered number 3707211 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC2 means Broadgate (PHC 2) Limited, a company incorporated in England and Wales with registered number 3707212 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC3 means Broadgate (PHC 3) Limited, a company incorporated in England and Wales with registered number 3707214 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC4 means Broadgate (PHC 4) Limited, a company incorporated in England and Wales with registered number 3707215 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC5 means Broadgate (PHC 5) Limited, a company incorporated in England and Wales with registered number 3707217 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC5 2005 means Broadgate (PHC 5) 2005 Limited, a company incorporated in England and Wales with registered number 5316403 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC6 2005 means Broadgate (PHC 6) 2005 Limited, a company incorporated in England and Wales with registered number 5316393 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC7 means Broadgate (PHC 7) Limited, a company incorporated in England and Wales with registered number 3707218 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC8 means Broadgate (PHC 8) Limited, a company incorporated in England and Wales with registered number 3707220 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC8 2008 means Broadgate (PHC 8) 2008 Limited, a company incorporated in England and</p>	

MG01 - continuation page

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>Wales with registered number 06548082 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC9 means Broadgate (PHC 9) Limited, a company incorporated in England and Wales with registered number 3707221 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX.</p> <p>PHC11 means Broadgate (PHC 11) Limited, a company incorporated in England and Wales with registered number 3707223 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC11 2005 means Broadgate (PHC 11) 2005 Limited, a company incorporated in England and Wales with registered number 5316382 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC14 means Broadgate (PHC 14) Limited, a company incorporated in England and Wales with registered number 3707222 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC15a means Broadgate (PHC 15a) Limited, a company incorporated in England and Wales with registered number 3707213 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC15b means Broadgate (PHC 15b) Limited, a company incorporated in England and Wales with registered number 3707216 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC15c means Broadgate (PHC 15c) Limited, a company incorporated in England and Wales with registered number 3707219 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>PHC16 2005 means Broadgate (PHC 16) 2005 Limited, a company incorporated in England and Wales with registered number 5316375 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX</p> <p>Principal Amount Outstanding, in relation to any Bond of any class, has the meaning ascribed to it in Condition 6 5</p> <p>Principal Paying Agent means JP Morgan Chase Bank, N A , acting through its office at Trinity Tower, 9 Thomas More Street, London E1W 1YT, appointed as principal paying agent by the Issuer pursuant to the Agency Agreement and/or, if applicable, any successor principal paying agent (approved in writing by the Borrower Security Trustee) which shall become such pursuant to the provisions of the Agency Agreement</p> <p>Property Advisory Agreement means any property advisory agreement entered into by, <i>inter alios</i>, the Borrower, the Property Companies and the Borrower Security Trustee substantially in the form set out in Schedule 8 to the Intercompany Loan Agreement</p>	

MG01 - continuation page

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

Property Companies means the Original Property Companies and any Additional Property Company (but excluding any company which has been released as such pursuant to the terms of the Intercompany Loan Agreement) and **Property Company** means any one of them

Property Companies' Accounts means the Rental Receipts Account, any Compulsory Purchase Proceeds Account or any additional account of any or all Property Companies (or the Cash Manager on trust for the Property Companies) maintained with the Account Bank or an Eligible Bank and **Property Companies' Account** means any one of them

Property Management Agreement means the property management agreement dated on or before the Closing Date and entered into by the Property Manager, the Property Companies, the Borrower and the Borrower Security Trustee

MG01 - continuation page

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

Property Manager means British Land Property Management Limited acting as property manager of the Mortgaged Properties pursuant to the terms of the Property Management Agreement

Pursuit of Third Parties Deeds means the deeds dated 15 March 1999 between British Land and, variously, each Original Property Company (other than PHC5, PHC5 2005, PHC6 2005, PHC11 2005 and PHC16 2005) pursuant to which British Land has covenanted to enforce or procure the enforcement of any surviving rights vested in any member of the British Land Group relating to construction or design defects of the Mortgaged Properties

Rating Agencies means S&P, Moody's and Fitch

Rating Condition means in relation to a proposed course of action, prior written confirmation from each of the Rating Agencies have confirmed that the relevant course of action will not result in the then current ratings of the Bonds being materially adversely affected to the extent that it causes the Bonds to be downgraded below the then current ratings of such Bonds

Rental Income means the aggregate of all amounts payable to or for the benefit or account of any Property Company or a Nominee Company on its behalf, as the case may be, in connection with the letting of a Mortgaged Property or any part of it, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable

- (a) rent (and any amount equivalent thereto) payable whether it is variable or not and howsoever or whenever it is described, reserved or made payable,
- (b) any increase of rent payable by virtue of an offer falling within the proviso to Section 3(1) of the Landlord and Tenant Act 1927,
- (c) any rent payable by virtue of a determination made by a court under Section 24A of the Landlord and Tenant Act 1954 net of the costs of the court proceedings,
- (d) any other monies payable in respect of occupation and/or usage of a Mortgaged Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise,
- (e) any mesne profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of the costs of those proceedings,
- (f) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same (net of any costs, fees and expenses paid in furtherance of such proceedings so taken or claim so made and which have not been reimbursed to, and which are not recoverable by, a Property Company from any party),
- (g) any monies payable under any policy of insurance in respect of loss of rent or interest thereon,
- (h) any sum payable or the value of any consideration to be given by or on behalf of an

MG01 - continuation page

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

Occupational Tenant for the surrender or variation of any Occupational Lease or occupancy agreement (other than any part of such sum as is paid in respect of service charges or other cost-reimbursement amounts), and

- (i) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same after deducting reasonable costs properly incurred in recovering such damage,

but excluding service charges and other cost reimbursement or cost related payments paid by or on behalf of the relevant Occupational Tenant to the relevant Property Company or the relevant Nominee Company on behalf of the relevant Property Company, as the case may be, pursuant to any Occupational Lease

Rental Receipts Account means the "Broadgate (Cash Management) Ltd – On Trust Rental Receipts Account" maintained in the name of the Cash Manager (on trust for the Property Companies) with the Account Bank having account number 23517743 (sort code 560017) or any account at any branch of the Account Bank or at an Eligible Bank which replaces the same.

repay, redeem and pay shall each include both the others and cognate expressions shall be construed accordingly

Replacement Bonds means any Bonds issued pursuant to Condition 16 2

S&P means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc and includes any successor to its ratings business

Subordinated Loan Agreement means the subordinated loan agreement dated on or before the Closing Date and entered into by the Borrower, the Original Property Companies and the Borrower Security Trustee

Subscription Agreement means the subscription agreement in respect of the Bonds dated 23 February 2005 and entered into by the Issuer and the managers referred to therein

Subsidiary means

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985 (as amended), and
- (b) (unless the context otherwise requires) a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985 (as amended)

Swap Agreement means the interest rate exchange agreement dated on or prior to the Closing Date and entered into by the Issuer and the Swap Counterparty which, for the avoidance of doubt, includes the Swap Agreement Credit Support Annex

Swap Agreement Credit Support Annex means the credit support annex referred to in the Swap Agreement

MG01 - continuation page

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

Swap Counterparty means Morgan Stanley Capital Services Inc acting through its offices at 1585 Broadway, New York, New York 10036 USA and any successor thereto.

Swap Guarantee means the guarantee by "Morgan Stanley, a Delaware Corporation", of the obligations of the Swap Counterparty under the Swap Agreement

Swap Related Loan means each of the Term A1 Loan, the Term C1 Loan and the Term D Loan together with any Term Loan which corresponds to a class of Replacement Bonds, New Bonds or Further Bonds which themselves bear interest at a floating rate and in respect of which the Issuer has entered into a Swap Transaction

Swap Transaction means a swap transaction entered into by the Issuer pursuant to the Swap Agreement

Tax Deed of Covenant means the deed of covenant between British Land, Holdings, the Issuer, the Borrower, the Original Property Companies, PGLC, the Cash Manager, Intermediate Holdings 1, Intermediate Holdings 2 and the Borrower Security Trustee dated on or prior to the Closing Date

Term A1 Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2.1 of the Intercompany Loan Agreement

Term A1 Loan means, save as otherwise provided, the principal amount of each borrowing under the Term A1 Facility or the principal amount outstanding of that borrowing from time to time

Term A2 Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2.2 of the Intercompany Loan Agreement

Term A2 Loan means, save as otherwise provided, the principal amount of each borrowing under the Term A2 Facility or the principal amount outstanding of that borrowing from time to time

Term A3 Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2.3 of the Intercompany Loan Agreement

Term A3 Loan means, save as otherwise provided, the principal amount of each borrowing under the Term A3 Facility or the principal amount outstanding of that borrowing from time to time

Term A4 Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2.4 of the Intercompany Loan Agreement

Term A4 Loan means, save as otherwise provided, the principal amount of each borrowing under the Term A4 Facility or the principal amount outstanding of that borrowing from time to time.

Term B Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2.5 of the Intercompany Loan Agreement

Term B Loan means, save as otherwise provided, the principal amount of each borrowing under

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 349 1054 383">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="347 454 1445 488">the Term B Facility or the principal amount outstanding of that borrowing from time to time</p> <p data-bbox="347 517 1524 584">Term C1 Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2 6 of the Intercompany Loan Agreement</p> <p data-bbox="347 613 1524 680">Term C1 Loan means, save as otherwise provided, the principal amount of each borrowing under the Term C1 Facility or the principal amount outstanding of that borrowing from time to time</p> <p data-bbox="347 710 1524 777">Term C2 Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2 7 of the Intercompany Loan Agreement</p> <p data-bbox="347 806 1524 873">Term C2 Loan means, save as otherwise provided, the principal amount of each borrowing under the Term C2 Facility or the principal amount outstanding of that borrowing from time to time</p> <p data-bbox="347 902 1524 969">Term D Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2 8 of the Intercompany Loan Agreement</p> <p data-bbox="347 999 1524 1066">Term D Loan means, save as otherwise provided, the principal amount of each borrowing under the Term D Facility or the principal amount outstanding of that borrowing from time to time</p> <p data-bbox="347 1095 1524 1207">Term Facilities means the Term A1 Facility, the Term A2 Facility, the Term A3 Facility, the Term A4 Facility, the Term B Facility, the Term C1 Facility, the Term C2 Facility, the Term D Facility, or, as the context may require, any Further Term Facility or any New Term Facility</p> <p data-bbox="347 1236 1524 1337">Term Loan means the Term A1 Loan, the Term A2 Loan, the Term A3 Loan, the Term A4 Loan, the Term B Loan, the Term C1 Loan, the Term C2 Loan, the Term D Loan and any Further Term Loan or, as the case may be, a New Term Loan</p> <p data-bbox="347 1366 1449 1400">Transaction Documents means each of the Borrower Documents and the Issuer Documents</p> <p data-bbox="347 1429 1524 1574">201 Bishopsgate Property Interest means the leasehold interest granted by a lease dated 30 July 2010 and made between 201 Bishopsgate Limited (1) and PHC 8 2008 (2) for a term of years expiring on and including 15 September 2997 in the freehold property known as 201 Bishopsgate, London EC2 in the course of registration at the Land Registry</p> <p data-bbox="347 1603 1524 1771">4 Broadgate Property Interest means all that property known as 4 Broadgate, London EC2 (formerly known as Phase 1 Broadgate) being all the premises demised by a lease dated 17th February, 1999 and made between B L C T (12700) Limited (1) and PHC1 (2) which is registered at HM Land Registry with title number NGL770383 and of which B L C T (PHC 1) is the registered proprietor save for the Gaucho Grill Part.</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6548082
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 30
JULY 2010 AND CREATED BY BROADGATE (PHC 8) 2008
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE CHARGORS TO THE BORROWER SECURED
PARTIES 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
12 AUGUST 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 AUGUST 2010



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dx