

MG06

Particulars of a charge subject to which property has
been acquired

~~Fee Paid~~



iris
LASERFORM

A fee is payable with this form

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

✓ **What this form is for**
You may use this form to register
particulars of a charge subject to
which property has been acquired

✗ **What this form is NOT**
You cannot use this form for
submitting particulars of a
charge subject to which property
has been acquired for a company
in Scotland. To do this, use
form MG06s

THURSDAY



LD2 "LKES3MOO" 19/08/2010 223
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")

→ **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 the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) d 0 d 2 m 0 m 3 y 2 y 0 y 0 y 5

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

Description ①
Borrower Deed of Charge dated 2 March 2005 made between,
among others, Broadgate (Funding) 2005 Limited, Broadgate (PHC
1) Limited ("PHC 1"), B L C T (PHC 1) Limited and Capita IRG
Trustees Limited (the "Borrower Deed of Charge")

① Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4 Date of acquisition of the property which is subject to the charge

d 3 d 0 m 0 m 7 y 2 y 0 y 1 y 0

5 Amount secured

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

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

Amount secured The payment or discharge of all the Borrower Secured Liabilities (as defined in the continuation
pages to this form MG06)

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6**Mortgagee(s) or person(s) entitled to the charge**

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

Continuation page

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

Name

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

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

The Gaucho Grill, 5 Finsbury Avenue Square, Broadgate, London EC2 being all the premises transferred out of the 4 Broadgate Property Interest (as defined in the continuation pages to this form MG06) 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

Please see the definitions contained in the continuation pages to this form MG06

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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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)

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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

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	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	
London	
Post town	EC2Y 9SS
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 a certified copy of the deed (if any) with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument (if any)
- ☒ You have given the date of acquisition
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the 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 enquiries@companieshouse.gov.uk	

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

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Definitions In this form MG06 and in the continuation page to this form MG06, the following words and expressions have the following meanings A reference to a "charge" or "mortgage" of any freehold or leasehold includes (a) all buildings and Fixtures on that property, (b) the proceeds of sale of any part of that property, and (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 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 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 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 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	

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7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

Bondholders means the Class A Bondholders, the Class B Bondholders, the Class C Bondholders and the Class D Bondholders

Bonds means, as the context may require, the Original Bonds and/or any Further Bonds

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

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

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

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7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Borrower Documents means each of

- (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,
- (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,

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7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	(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 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 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 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	

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Short particulars	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 Chargor means each of the Borrower, the Property Companies, the Nominee Companies, Holdings, Intermediate Holdings 2, the Cash Manager and PGLC Chargor Accounts means the Borrower Accounts the Property Companies' Accounts and Chargor Account means any one of them Class A Bondholders means the Class A1 Bondholders, the Class A2 Bondholders, the Class A3 Bondholders and the Class A4 Bondholders 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 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

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7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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

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7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	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 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 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 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 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

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7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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 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

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7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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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

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged Class C Bondholders means the Class C1 Bondholders and the Class C2 Bondholders 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 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 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 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 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

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Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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, 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

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Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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

Clearstream, Luxembourg means Clearstream Banking, société anonyme or the successor for the time being to such business

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

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

Conditions means

- (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
- (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

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

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	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), <i>provided that</i>, 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	

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged Eligible Nominee means a company which meets the following conditions (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, or which otherwise satisfies the Rating Condition. Euroclear means Euroclear Bank S A /N V , as operator of the Euroclear System or the successor for the time being to such business Fitch means Fitch Ratings Limited and includes any successor to its ratings business Fixed Bond Interest Payment Date means has the meaning ascribed thereto in Condition 4 2 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 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 Floating Bond Interest Payment Date has the meaning ascribed thereto in Condition 4 4 Floating Rate Bonds means the Class A1 Bonds, the Class C1 Bonds and/or the Class D Bonds 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 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 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 Further Class A2 Bonds means bonds of the Issuer constituted by a trust deed supplemental to the

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	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 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 <i>pari passu</i> 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 <i>pari passu</i> 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 <i>pari passu</i> 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 <i>pari passu</i> 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	

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Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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 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

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

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	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 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,

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Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (h) the Bond Trust Deed,
- (i) the Liquidity Agreement,
- (j) the Intercompany Loan Agreement,
- (k) the Intra-Group Loan Deed,
- (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

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**

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Properties means any two or more of them

New Bonds means any Bonds issued pursuant to Condition 16.3

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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	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 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 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 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 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 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 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 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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	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 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 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 Original Class A3 Permanent Global Bond means the permanent global bond in respect of the 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 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 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 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 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 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	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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

Original Class C Bonds means the Original Class C1 Bonds and/or the Original Class C2 Bonds

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

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 form or substantially in the form set out in the Part 2 of Schedule 1 to the Bond Trust Deed

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

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

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

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

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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	(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 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 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 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 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 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 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 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 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 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 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 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	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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

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

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

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

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

PHC8 2008 means Broadgate (PHC 8) 2008 Limited, a company incorporated in England and Wales with registered number 06548082 and having its registered office at York House, 45 Seymour Street, London, W1H 7LX

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

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

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

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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	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 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 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 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 Principal Amount Outstanding, in relation to any Bond of any class, has the meaning ascribed to it in Condition 6 5 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 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 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 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 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	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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

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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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 the Term B Facility or the principal amount outstanding of that borrowing from time to time

Term C1 Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2 6 of the Intercompany Loan Agreement

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	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 Term C2 Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2 7 of the Intercompany Loan Agreement 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 Term D Facility means the facility given by the Issuer to the Borrower pursuant to Clause 2 8 of the Intercompany Loan Agreement 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 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 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 Transaction Documents means each of the Borrower Documents and the Issuer Documents 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	



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. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BORROWER DEED OF CHARGE
FOR 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 SECURED ON THE PROPERTY ACQUIRED BY
BROADGATE (PHC 8) 2008 LIMITED ON THE 30 JULY 2010 WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 19 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 AUGUST 2010

P.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES