

MG01

Particulars of a mortgage or charge



188426/13

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 for

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

FRIDAY



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"L1WSF48"
05/10/2012
COMPANIES HOUSE

#82

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details

Company number 06663603

Company name in full Hammerson (99 Bishopsgate) Limited
the "Chargor"



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 d2 d8 m0 m9 y2 y0 y1 y2

3 Description

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

Description A Subordination Deed between the Chargor, Subordinated Creditors, Agent, Wells Fargo
Corporation Trust Limited for and on behalf of the Finance Parties the "Security Agent"
and Debtors dated 28 09 2012 relating to a Facility Agreement (as defined below) in
connection with 99 Bishopsgate, London EC2 (the "Deed").

For the definitions of capitalised terms please see the continuation sheets

4 Amount secured

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

Amount secured All obligations owing to any Finance Party by a Debtor and/or
a Subordinated Creditor on any account, whether present or
future, actual or contingent (and whether incurred by the
Debtor or the Subordinated Creditor alone or jointly, and
whether as principal or surety or in some other capacity) under
any of the Finance Documents including, without limitation, the
Facility Agreement (the "Secured Obligations")

For definitions of capitalised terms please see the continuation
sheets

Continuation page

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

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

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

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

Name Wells Fargo Trust Corporation Limited as Security Agent

Address Plantation Place, 30 Fenchurch Street, London

Postcode E C 3 M 3 B D

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Assignment

The Chargor assigns absolutely to the Security Agent, for the payment and discharge of all of the Secured Obligations

(A) its rights and interests in respect of all of the Subordinated Debtor Liabilities, and

(B) all causes of action and other rights and remedies relating to all of the Subordinated Debtor Liabilities from time to time,

(the "Security Interest") in each case, without prejudice to the rights of a Subordinated Creditor to receive any Permitted Payment in accordance with clause 2 3(A) of the Deed

For definitions of capitalised terms please see the continuation sheets

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>In this Form MG01:</p> <p><u>"Agent"</u> means Wells Fargo Bank, N A , London Branch</p> <p><u>"Debtors"</u> means Hammerson Bishopsgate LLP, BOP (99 Bishopsgate) S à r.l (RCS B171108) and Hammerson (99 Bishopsgate) Limited (each a <u>"Debtor"</u> and together the <u>"Debtors"</u>)</p> <p><u>"Default"</u> means an Event of Default (as defined in the Facility Agreement) or any event or circumstance specified in clause 24 (<i>Events of Default</i>) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents (as defined in the Facility Agreement) or any combination of any of the foregoing) be an Event of Default</p> <p><u>"Facility Agreement"</u> means the facility agreement dated on or about the date of this Deed entered into by, amongst others, BOP (99 Bishopsgate) S à r.l as borrower, the Agent as agent and the Security Agent as security agent</p> <p><u>"Finance Party"</u> means the Agent, the Security Agent, a Hedge Counterparty (as defined in the Facility Agreement) or a Lender (as defined in the Facility Agreement)</p> <p><u>"General Account"</u> means the account designated as such under clause 17 1 (<i>Designation of Accounts</i>) of the Facility Agreement and includes any replacement of that Account (as defined in the Facility Agreement)</p> <p><u>"Liabilities"</u> means any obligation for the payment or repayment of money, whether as principal or as surety, jointly or solely and whether present or future, actual or contingent</p> <p><u>"Permitted Payment"</u> means a payment by an Obligor to the Subordinated Creditor out of moneys standing to the credit of the General Account in circumstances where no Default is continuing and no Default would result from the payment</p> <p><u>"Obligor"</u> means BOP (99 Bishopsgate) S à r.l and each Guarantor (as defined in the Facility Agreement)</p> <p><u>"Subordinated Creditors"</u> means Hammerson Bishopsgate LLP, Brookfield Properties (Luxembourg) S à r.l (RCS B1004646), Hammerson (99 Bishopsgate) Limited and BOP (99 Bishopsgate) S à r.l (RCS B171108) (each a <u>"Subordinated Creditor"</u> and together the <u>"Subordinated Creditors"</u>)</p> <p><u>"Subordinated Debtor Liabilities"</u> means all Liabilities of each Debtor to each Subordinated Creditor</p>	

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

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

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

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

Commission, allowance or discount

None

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X *Samson & Samson LLP* 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 Paula Macnamara PPM

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6663603
CHARGE NO. 1**

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

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 OCTOBER
2012

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES