

MG01

Particulars of a mortgage or charge



487358-13

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

WEDNESDAY



A1DFNBOH

A17

18/07/2012

#157

COMPANIES HOUSE

1 Company details

Company number 0 7 3 1 6 4 5 7

Company name in full Bluebutton (5 Broadgate) UK 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 0 9 0 7 2 0 1 2

3 Description

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

Description A debenture (the "Debenture") granted by the Chargor in favour of The British Land Company PLC (Company Number 621920), a company incorporated in England as security agent on behalf of the Finance Parties (as defined in the Continuation Pages of Section 6 of this form MG01) (the "Security Agent")

4 Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or
contingent, whether owed jointly, severally or in any other capacity
whatsoever and whether originally incurred by the Chargor or by
some other person) of the Chargor and/or the Developer to the
Finance Parties (or any of them) under each of the Finance
Documents (the "Secured Obligations") (each capitalised term as
defined in the Continuation Pages of this form MG01)

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 The British Land Company PLC

Address York House, 45 Seymour Street, London

Postcode W 1 H 7 L X

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

In this section, references to Clauses and Schedules are to Clauses of and Schedules to the Debenture, unless otherwise specified. All capitalised terms are defined in the Continuation Pages of this Section 6.

The Continuation Pages to this Section 6 refer to covenants (including further assurances) by, and restrictions on the Chargor which protect and further define the charges created by the Debenture and which must be read as part of those charges.

Unless the context otherwise requires, a reference to a Secured Asset includes

- (a) any part of that Secured Asset,
- (b) any present and future assets of that type, and
- (c) all Related Rights relating to that Secured Asset

PARTICULARS OF PROPERTY MORTGAGED OR CHARGED**1 Undertaking to Pay**

The Chargor undertakes to pay all the Secured Obligations when due in accordance with the terms of the Finance Documents.

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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

nil

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 SS Benin CP

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 **JASP / CANB**Company name **S J Berwin**Address **10 Queen Street Place**Post town **London**County/Region **Greater London**Postcode **E C 4 R 1 B E**Country **United Kingdom**DX **255 Chancery Lane**

Telephone

**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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 Security

2 1 General

- (a) All the security created under the Debenture
 - (i) is created in favour of the Security Agent,
 - (ii) is security for the payment of all the Secured Obligations, and
 - (iii) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be charged or assigned without the consent of a party to that document
 - (i) the Chargor shall notify the Security Agent promptly,
 - (ii) until the consent is obtained, the Debenture will secure all amounts of any nature which the Chargor may now or in future receive under or in connection with that document but exclude rights under the document itself,
 - (iii) the Chargor shall use reasonable endeavours to obtain the consent of the relevant party to rights under that document being secured in accordance with the Debenture, and
 - (iv) the Chargor shall promptly supply the Security Agent with a copy of any consent obtained by it

2 2 Land

The Chargor charges

- (a) by way of a first legal mortgage, all the Real Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use the Real Property, and
- (b) (to the extent that they are not the subject of a mortgage under sub paragraph (a) above) by way of first fixed charge, all the Real Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use Real Property

2 3 Investments

The Chargor charges by way of a first fixed charge all the Shares and Dividends

2 4 Chattels

The Chargor charges by way of a first fixed charge all the Chattels owned by it and its interest in any Chattels in its possession

2 5 Accounts

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- The Chargor charges by way of a first fixed charge all its rights in and to the Accounts
- 2 6 Monetary Claims
- The Chargor charges by way of a first fixed charge all the Monetary Claims
- 2 7 Other contracts
- The Chargor assigns absolutely, by way of security, subject to reassignment by the Security Agent in accordance with Clause 18 (Discharge of Security), all its rights in respect of
- (a) the Contracts,
 - (b) any letter of credit issued in its favour, and
 - (c) any bill of exchange or other negotiable instrument held by it,
- provided that if any of those rights are not effectively assigned by this sub-clause, the assignment shall instead operate as an assignment of all sums which the relevant Chargor may derive from those rights
- 2 8 Insurances
- (a) The Chargor assigns absolutely, by way of security, all amounts payable to it under or in connection with the Insurance Policies and all of its rights in connection with those amounts, subject to reassignment by the Security Agent in accordance with Clause 18 (Discharge of Security)
 - (b) If any amount or right is not effectively assigned under paragraph (a) above, the Chargor charges by way of a first fixed charge the relevant amounts and rights described in paragraph (a) above
- 2 9 Miscellaneous
- The Chargor charges by way of first fixed charge
- (a) all rights to recover any value added tax in any supplies made to it relating to any Secured Asset and any sums so recovered,
 - (b) its goodwill and uncalled capital, and
 - (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Secured Asset and the right to recover and receive compensation payable in relation to any authorisation
- 2 10 Floating charge
- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Debenture

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- (b) Subject as set out below, the floating charge created by this sub-clause will
- (i) automatically and immediately without notice convert into a fixed charge over all of the Chargor's assets if
- (A) an administrator is appointed in relation to the Chargor or the Security Agent receives notice of any person's intention to appoint an administrator, or
- (B) the directors convene to consider the winding up, dissolution or reorganisation of such Chargor, and
- (ii) if and to the extent specified in a notice to the Chargor from the Security Agent convert into a fixed charge over all of the Chargor's assets if an Event of Default has occurred and is continuing
- (c) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of
- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium,
- under the Insolvency Act 2000
- (d) The floating charge created by this subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

Covenants and Restrictions outlined in the Debenture

- 1 The Chargor shall not create or permit to subsist any Security over the Secured Assets other than pursuant to the Finance Documents
- 2 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer, assign or otherwise dispose of any of the Secured Assets, save as permitted by the Finance Documents
- 3 The Chargor shall comply in all respects with all laws and regulations relating to the Secured Assets, if failure to do so would give rise to a Material Adverse Effect and with all obligations assumed by it in any agreement relating to any of the Secured Assets
- 4 The Chargor shall not take any action (or permit any action to be taken) which results or could result in any of its rights relating to any Secured Asset being impaired
- 5 The Chargor shall not do, nor shall permit to be done, anything which could prejudice the Security constituted or expressed to be constituted by the Debenture in any material respect
- 6 (a) The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the

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Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

- (i) to perfect the Security created or intended to be created under or evidenced by the Debenture which is, or is intended to be, the subject of the Transaction Security or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Debenture or by law, and/or
- (ii) to facilitate the realisation of the assets which are, or are intended to be, subject to the Transaction Security
- (b) The Chargor shall take all such action (including making all filings and registrations and payment of fees, stamp duty land tax, penalties and interest) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Debenture

Definitions

"Accounts" means the account details of which are specified in Schedule 1 (Accounts) to this form MG01 and all other accounts with the Account Bank at any time owned or operated by the Chargor as renumbered or redesignated from time to time, each replacement account or sub-account relating to any of them, all money from time to time standing to the credit of those accounts and all interest accruing in relation to them

"Account Bank" means National Westminster Bank Plc or such other bank appointed in accordance with Clause 25 2 (Account Bank) of the Facility Agreement

"Chattels" means all plant, machinery, vehicles, tools, computers, equipment, furniture and other chattels and any renewals or replacements of them together with the benefit of all warranties, guarantees, maintenance contracts, consents and licences relating to them

"Contracts" means each of the contracts described in Schedule 2 (Contracts) of this form MG01 in which the Chargor may at any time have an interest, all guarantees, warranties and indemnities issued in relation to any Contract and any other agreement designated in writing as a Contract by the Security Agent and the Chargor

"Developer" means Bluebutton Property Management UK Limited (company number 7316419) a company incorporated in England and Wales whose registered office is at York House, 45 Seymour Street, London W1H 7LX

"Dividends" means all dividends and distributions of any kind, interest and any other income received or receivable in relation to any of the Shares

"Event of Default" has the meaning given to that term in the Facility Agreement

"Facility Agreement" means a loan facility agreement dated 30 July 2010 and made between, among others, the Chargor, the Developer and the Security Agent

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"Finance Documents" means the Facility Agreement, any Hedging Document, any Hedging Counterpart Accession Letter, any Security Document, any Subordination Deed, any Fee Letter, any Transfer Certificate, any Assignment Agreement, any Utilisation Request, and any other document designated as such by the Agent and the Chargor (each as defined in the Facility Agreement)

"Finance Party" means the Agent, the Arranger, the Hedging Counterparty (if applicable), a Lender or the Security Agent (each as defined in the Facility Agreement)

"Initial Shares" means those shares, stocks, debentures, bonds, warrants and other securities or investments described in Schedule 3 (Initial Shares) of this form MG01

"Insurance Policy" means any policy of insurance or assurance in which the Chargor may at any time have an interest and entered into in accordance with Clause 24.6 (Insurance) of the Facility Agreement and which, as at the date of the Debenture, are described in Schedule 4 (Insurance Policies) of this form MG01

"Legal Charge" means the legal charge in respect of the Real Property, entered into between the Chargor and the Security Agent

"Material Adverse Effect" has the meaning given to that term in the Facility Agreement

"Monetary Claims" means all book and other debts and monetary claims of any nature and however arising at any time owing to the Chargor or in which the Chargor has an interest (except the Monetary Claims as defined in the Legal Charge) together with the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same

"Real Property" means the property known as 5 Broadgate (formerly part 4 Broadgate and whole 6 Broadgate), London EC2 registered at Land Registry under title numbers EGL200065, NGL770378, EGL200064, AGL254634 and AGL254631 and including any merger into the reversion immediately expectant on the leasehold interests or any amalgamation of all of the title numbers

"Related Rights" means, as regards any Secured Asset, all present and future

- (a) money and proceeds of any nature paid or payable in relation to the Secured Asset, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Secured Asset, and
- (b) all rights and assets of any nature attaching to, deriving from or exercisable as a result of the Chargor's interest in or ownership or operation of the Secured Asset

"Secured Assets" means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by the Debenture

"Security" means a mortgage, charge, pledge, lien or other security securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Document" has the meaning given to that term in the Facility Agreement

"Shares" means

- (a) the Initial Shares and all shares, stocks, debentures, bonds, warrants, interests in

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collective investment schemes and all other securities and investments of any kind whatsoever (whether in certificated or uncertificated form) at any time owned by the Chargor or in which it has an interest,

- (b) shares, stocks, debentures, bonds, warrants, securities, investments, money or other assets arising by way of conversion, exchange, substitution, rights issue, redemption, bonus, preference, option or otherwise in relation to any of the above,
- (c) rights to subscribe for, purchase or otherwise acquire any of the above through options, warrants or otherwise,
- (d) rights relating to any of the above which are deposited with or registered in the name of any depository, custodian, nominee, clearing house or investment manager or similar person whether on a fungible basis or otherwise and including all rights against that person

"**Transaction Security**" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Security Documents

Schedule 1 - Account Details

Name of Account	Name of Bank	Sort Code	Account Number	Currency
General Account	National Westminster Bank Plc	56-00-17	23567074	Sterling
Security Account	National Westminster Bank Plc	56-00-17	23567082	Sterling

Schedule 2 - Contracts

1 Hedging Documents

- (a) the ISDA Master Agreement dated 4 August 2010 between The British Land Company PLC and the Chargor,
- (b) the ISDA Master Agreement dated 4 August 2010 between The Royal Bank of Scotland plc and the Chargor, and
- (c) the Interest Rate Cap Confirmation dated 9 August 2010 between Commerzbank Aktiengesellschaft and the Chargor

2 Cost Overrun Commitments

- (a) the Cost Overrun Commitment letter dated 30 July 2010 from The British Land Company PLC to the Chargor, and

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- (b) the Cost Overrun Commitment letter dated 30 July 2010 from BRE/Brick Limited to the Chargor

3 Development Documents

3 1 Agreement for Leases

- (a) Agreement for Lease between Bluebutton Property Management UK Limited, Bluebutton (5 Broadgate) UK Limited, B L C T (PHC 1) Limited and B L C T (PHC 4) Limited, 4 Broadgate 2010 Limited, 6 Broadgate 2010 Limited, UBS AG, The British Land Company Plc and BRE/Brick Limited dated 30 July 2010,
- (b) Deed of Variation relating to the Agreement for Leases between Bluebutton Property Management UK Limited, Bluebutton (5 Broadgate) UK Limited, B L C T (PHC 1) Limited and B L C T (PHC 4) Limited, 4 Broadgate 2010 Limited, 6 Broadgate 2010 Limited, UBS AG, The British Land Company Plc and BRE/Brick Limited dated 29 July 2011, and
- (c) Supplemental Deed relating to the Agreement for Leases between Bluebutton Property Management UK Limited, Bluebutton (5 Broadgate) UK Limited, B L C T (PHC 1) Limited and B L C T (PHC 4) Limited, 4 Broadgate 2010 Limited, 6 Broadgate 2010 Limited, UBS AG, The British Land Company Plc and BRE/Brick Limited dated 22 December 2011

3 2 Development Agreement

The Development Agreement relating to 5 Broadgate London EC2 between the Chargor and Bluebutton Property Management UK Limited

3 3 Required Consents

All Required Consents including, without limitation, the following planning permissions

- (a) development at 5 Broadgate, London EC2M 2QS regarding the demolition of 4 and 6 Broadgate and redevelopment to provide a building of two basements, ground, mezzanine and 12 storeys plus roof top plant (maximum height 83.5m AOD) for B1 commercial office purposes (108,213sq m GEA), the creation of a new pedestrian route from Broadgate Circle to Sun Street Passage, works of hard and soft landscaping to Finsbury Avenue Square, Broadgate Circle, Sun Street and Sun Street Passage, the provision of a revised access on Broad Lane, the provision of car, cycle and motorcycle parking in the basement, works to the exposed flank wall of 8-10 Broadgate, the creation of a new pedestrian route through the base of 3 Broadgate and the provision of plant and other works ancillary to the main building (Application Number 10/00904/FULEIA), dated 29 July 2011,
- (b) development at 5 Finsbury Avenue London EC2M 2PJ regarding the installation of a new fire escape stair and glazed canopy within the courtyard of Gaucho restaurant in Finsbury Avenue Square (Application Number 11/00148/FULL),

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dated 14 April 2011, and the drawings and materials detailing the new staircase pursuant to condition 2 of the aforementioned planning permission (Application Number 11/00400/MDC), dated 7 July 2011,

(c) development at 3 Finsbury Avenue London EC2M 2PA regarding the change of use of part of the ground floor from office (B1) to retail (A1) and/or restaurant and cafe use (A3) and associated works including the creation of an external seating area, the provision of extract and ventilation plant and the installation of new doors in the east elevation (Application Number 11/00188/FULL), dated 14 April 2011, and

(d) development at Sun Street Passage London EC2 regarding works to Sun Street Passage between Broad Lane and Primrose Street comprising hard landscaping and new lighting including works to the undercroft of Exchange Square (Application Number 11/00149/FULL), dated 14 April 2011,

and all conditions, non-material amendments and other approvals and agreements obtained in connection with the above

3 4 Required Consents

All Required Consents including, without limitation, the following planning permissions

(a) development at 5 Broadgate, London EC2M 2QS regarding the demolition of 4 and 6 Broadgate and redevelopment to provide a building of two basements, ground, mezzanine and 12 storeys plus roof top plant (maximum height 83.5m AOD) for B1 commercial office purposes (108,213sq m GEA), the creation of a new pedestrian route from Broadgate Circle to Sun Street Passage, works of hard and soft landscaping to Finsbury Avenue Square, Broadgate Circle, Sun Street and Sun Street Passage, the provision of a revised access on Broad Lane, the provision of car, cycle and motorcycle parking in the basement, works to the exposed flank wall of 8-10 Broadgate, the creation of a new pedestrian route through the base of 3 Broadgate and the provision of plant and other works ancillary to the main building (Application Number 10/00904/FULEIA), dated 29 July 2011,

(b) development at 5 Finsbury Avenue London EC2M 2PJ regarding the installation of a new fire escape stair and glazed canopy within the courtyard of Gaucho restaurant in Finsbury Avenue Square (Application Number 11/00148/FULL), dated 14 April 2011, and the drawings and materials detailing the new staircase pursuant to condition 2 of the aforementioned planning permission (Application Number 11/00400/MDC), dated 7 July 2011,

(c) development at 3 Finsbury Avenue London EC2M 2PA regarding the change of use of part of the ground floor from office (B1) to retail (A1) and/or restaurant and cafe use (A3) and associated works including the creation of an external seating area, the provision of extract and ventilation plant and the installation of new doors in the east elevation (Application Number 11/00188/FULL), dated 14 April

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2011, and

- (d) development at Sun Street Passage London EC2 regarding works to Sun Street Passage between Broad Lane and Primrose Street comprising hard landscaping and new lighting including works to the undercroft of Exchange Square (Application Number 11/00149/FULL), dated 14 April 2011,
- and all conditions, non-material amendments and other approvals and agreements obtained in connection with the above

Schedule 3 - Initial Shares

Chargor	Shareholding held
The Chargor	100 ordinary £1 shares in 4 Broadgate 2010 Limited comprising of 100% of the issued share capital
The Chargor	100 ordinary £1 shares in 6 Broadgate 2010 Limited comprising of 100% of the issued share capital
The Chargor	6,415 "A" ordinary £1 shares and 11,180 "I" ordinary £1 shares in Broadgate Circle Management Limited

Schedule 4 - Insurance Policies

Project Insurances with Wills Limited under unique market references B080111895C11, B080111909C11 and B080111910C11, covering

- (a) Construction All Risks,
- (b) Third Party Liability and Products Liability,
- (c) Delay in Start Up, and
- (d) Non-negligent liability



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7316457
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 JULY 2012
AND CREATED BY BLUEBUTTON (5 BROADGATE) UK LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY OR BY SOME OTHER PERSON OF THE
COMPANY AND/OR THE DEVELOPER TO THE FINANCE
PARTIES (OR ANY OF THEM) 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 18 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JULY 2012



Companies House
— for the record —



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