

MG01

Particulars of a mortgage or charge



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

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

WEDNESDAY



LD3 *LFD1VPDB* 15
24/11/2010
COMPANIES HOUSE

For official use

1 Company details

Company number 0 0 7 2 2 6 2 4
Company name in full Canary Wharf Leasing (FC4) Limited
(the "Company")

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 d1 d7 m1 m1 y2 y0 y1 y0

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 Eleventh supplemental composite debenture dated 17 November 2010 (the
"Eleventh Supplemental Composite Debenture"), in favour of the Issuer and
between, *inter alios*, the Issuer, the Trustee and the Charging
Subsidiaries

4 Amount secured

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

Amount secured Please see attached Section 4 continuation page
(Amount secured).

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 Canary Wharf Finance II plc (the "Issuer")

Address 30th Floor, One Canada Square, London

Postcode E 1 4 5 A B

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

Please see attached Section 6 continuation page (*Short particulars of all the property mortgaged or charged*)

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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 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance 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 Nicola Hemsley/70-40474689

Company name Clifford Chance LLP
(via CH London Counter)

Address 10 Upper Bank Street

Post town

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 4215



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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| 4 | Amount secured | |
|----------------|--|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>Unless defined elsewhere in this Form MG01, please see attached Section 6 continuation page (<i>Short particulars of all the property mortgaged or charged</i>) for the defined terms which are used throughout this Form (including in such continuation pages)</p> <p>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 Company to (i) the Issuer under each Finance Document, (ii) the Intermediate Borrower under clause 11.3 (<i>Withdrawals from the Borrower Accounts</i>) and clause 17.24 (<i>Void Costs</i>) of the Intercompany Loan Agreement, and (iii) to the Cash Manager under the Seventh Restated Cash Management Agreement except for any obligation or liability which, if it were so included, would cause that obligation or liability, or any of the security in respect thereof to be unlawful or prohibited by any applicable law (the "Secured Liabilities"). The term Finance Document includes all amendments and supplements thereto</p> | |

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS

"Borrower" means CW Lending II Limited of One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 3929555).

"Business Day" means a day (other than a Saturday or a Sunday or a Jewish Holy Day listed in the Schedule to the Conditions) which is a TARGET Settlement Date on which banks are open for business in the City of London (as each term is further defined in the Sixth Restated Master Definitions Agreement).

"Cash Management Agreement" means the Original Cash Management Agreement as amended and restated by the Restated Cash Management Agreement, as further amended and restated by the Second Restated Cash Management Agreement, as further amended and restated by the Third Restated Cash Management Agreement, as further amended and restated by the Fourth Restated Cash Management Agreement, as further amended and restated by the Fifth Restated Cash Management Agreement, as further amended and restated by the Sixth Restated Cash Management Agreement and as further amended and restated by the Seventh Restated Cash Management Agreement and as further varied, supplemented, amended and restated from time to time (as each term is further defined in the Sixth Restated Master Definitions Agreement).

"Cash Manager" means, initially, Canary Wharf Limited and thereafter any Successor Cash Manager appointed pursuant to clauses 21 and 22 of the Cash Management Agreement.

"Charged Property" means all assets of the Obligors that are the subject of any security created by the Original Composite Debenture, all assets of the New Charging Subsidiaries that are the subject of any security created by the First Supplemental Composite Debenture, all assets of the Second New Charging Subsidiaries that are the subject of any security created by the Second Supplemental Composite Debenture, all assets of the Third New Charging Subsidiaries that are the subject of any security created by the Third Supplemental Composite Debenture, the Ninth Supplemental Composite Debenture and the Tenth Supplemental Composite Debenture, all assets of the Fourth New Charging Subsidiaries that are the subject of any security created by the Fifth Supplemental Composite Debenture, all the assets of the Fifth New Charging Subsidiaries that are the subject of any security created by the Sixth Supplemental Composite Debenture, the assets of CWCB Properties (DS6) Limited and CWCB Finance II Limited that are the subject of any security created by the Seventh Supplemental Composite Debenture, the assets of the Additional Transferees that are the subject of any security created by the Eighth Supplemental Composite Debenture and all assets of the Sixth New Charging Subsidiaries, CWI3 and the Jersey Chargors that are the subject of any security created by the Eleventh Supplemental Composite Debenture or the Jersey Security Interest Agreements (as each term is further defined in the Sixth Restated Master

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| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Definitions Agreement)</p> <p>"Charging Subsidiary" means, at any time, each Original Charging Subsidiary, each New Charging Subsidiary, each Second New Charging Subsidiary, each Third New Charging Subsidiary, each Fourth New Charging Subsidiary, each Fifth New Charging Subsidiary, each Sixth New Charging Subsidiary and each Additional Charging Subsidiary in respect of each of which, at that time, assets remain charged in favour of the Issuer pursuant to the Composite Debenture (as each term is further defined in the Sixth Restated Master Definitions Agreement), and "Charging Subsidiaries" shall have a corresponding meaning.</p> <p>"DS7" means the site and building at One Canada Square, Canary Wharf, London.</p> <p>"Eligible Investments" means at the option of the Cash Manager, either:</p> <ul style="list-style-type: none"> (a) Sterling denominated securities (or securities denominated in such other currency as matches the then currency of the Notes or relevant class thereof) issued by the government of the United Kingdom; or (b) any other unsubordinated security, investment or instrument <ul style="list-style-type: none"> (1) which is denominated in Sterling or such other currency as matches the then currency of the Notes or relevant class thereof, (11) which has a maturity of the lesser of 90 days and the number of days to the Interest Payment Date next succeeding the date of purchase of such security, investment, or instrument, and (111) in respect of which the relevant obligor has either a long-term or short-term unsecured, unguaranteed and unsubordinated rating acceptable to the Rating Agencies then rating the Notes, (c) cash deposits with a bank which has either a long-term or short-term, unsecured, unguaranteed and unsubordinated rating acceptable to the Rating Agencies then rating the Notes; or (d) an interest rate swap entered into with a swap counterparty which has a rating acceptable to the Rating Agencies then rating the Notes and which is an "interest rate contract" within the meaning of section 149 of the Finance Act 1994 and a "relevant contract" for the purposes of Schedule 26 of the Finance Act 2002 <p>"Estate Manager" means Canary Wharf Management Limited, having its</p> | |

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| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>registered office at One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 2067510).</p> <p>"Finance Document" means the Intercompany Loan Agreement, a Composite Debenture, a Floating Charge Agreement, a Floating Charge Trust Deed, a Cash Management Agreement, a Bank Account Agreement, a Finance Lessor Charge, a DS6 Facility Agreement, a DS6 Debenture, and the CWFH Share Charge, a Subordination Deed, a Charging Subsidiary Accession Deed, a Jersey Chargor Accession Deed, a Security Document or any other document designated as such by the Borrower, the Issuer and the Trustee and, in each case, all amendments and supplements thereto (as each term is further defined in the Sixth Restated Master Definitions Agreement)</p> <p>"Insurances" means all contracts and policies of insurance taken out by or on behalf of the Company in relation to the property specified in Schedule 1 hereto or (to the extent of its interest) in which the Company has an interest.</p> <p>"Intercompany Loan Agreement" means the £2,462,057,520 (originally £975,000,000, then £1,850,000,000, then £3,107,000,000, then £3,432,000,000, then £2,501,499,553 and then £2,576,000,000) Intercompany Loan Agreement dated 6th June, 2000 as amended and restated to a first supplemental agreement, a second supplemental agreement, a third supplemental agreement and a fourth supplemental agreement, as amended by a fifth supplemental agreement, as amended and restated by a sixth supplemental agreement and as amended and restated by a seventh supplemental agreement and as further varied, supplemented, amended and restated from time to time.</p> <p>"Interest Payment Date" means 22nd January, 22nd April, 22nd July and 22nd October or a Repayment Date, in each year (or, in each case, if such day is not a Business Day, the next succeeding Business Day unless such succeeding Business Day falls in the next succeeding calendar month, in which event the immediately preceding Business Day)</p> <p>"Intermediate Borrower" means CWCB Finance II Limited whose registered office is at Level 30, One Canada Square, Canary Wharf, London, E14 5AB.</p> <p>"Jersey Chargor" means the companies incorporated in Jersey which accede to the Intercompany Loan Agreement in accordance with clause 24 4 (<i>Jersey Chargors</i>) (for the avoidance of doubt at all times acting in their capacity as trustees of the relevant Unit Trust)</p> <p>"Lease" means a lease of an Original Mortgaged Property, a New Mortgaged Property, a Second New Mortgaged Property, a Third New Mortgaged Property, a Fourth New Mortgaged Property, a Fifth New Mortgaged Property or a Sixth New Mortgaged Property granted or to be granted pursuant to an Agreement for Lease, or any Existing Lease or any New</p> | |

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Lease (as the context so requires) (as each term is further defined in the Sixth Restated Master Definitions Agreement)

"Management Agreement" means the management agreement dated 8th August, 1991 between Canary Wharf Investments Limited, Canary Wharf Limited and the Estate Manager

"Mortgaged Property" means any Original Mortgaged Property, any New Mortgaged Property, any Second New Mortgaged Property, any Third New Mortgaged Property, any Fourth New Mortgaged Property, any Fifth New Mortgaged Property, any Sixth New Mortgaged Property, the Additional Property or any Additional Mortgaged Property (as each term is further defined in the Sixth Restated Master Definitions Agreement) and **"Mortgaged Properties"** means any, or all, of them.

"Non-Rental Income" means the aggregate of the following.

- (a) those amounts (if any) (together with any value added or similar taxes charged thereon) due to or for the account of a Charging Subsidiary from any tenants under an Occupational Lease or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges and in respect of costs incurred or to be incurred by a Charging Subsidiary under any repairing or other obligations whatsoever or in providing or procuring the provision of services to such tenant or tenants of such building;
- (b) any amounts paid by a tenant, in compensation for a breach of covenant to a Charging Subsidiary or in compensation for expenses incurred by that Charging Subsidiary in respect of the breach to the extent applied by that Charging Subsidiary in payment of or reimbursement for payment of those expenses;
- (c) any contribution to a sinking fund paid by any tenant or other occupier; and
- (d) any value added tax or similar taxes payable on any of the items listed in paragraphs lettered (a) to (j) of the definition of Rental Income

"Notes" means the Class A1 Notes and/or the Class A3 Notes and/or the Class A7 Notes and/or the Class B Notes and/or the Class B3 Notes and/or the Class C2 Notes and/or the Class D2 Notes (as each term is further defined in the Sixth Restated Master Definitions Agreement) and **Note** means any one of them.

"Obligor" means the Borrower, a Charging Subsidiary or a Jersey Chargor

"Occupational Lease" means in respect of a Mortgaged Property other than the concourse retail in DS7, each Lease, licence or other

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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>occupational interest granted by the relevant Charging Subsidiary or Jersey Chargor or, as applicable, any predecessor in title, pursuant to which rack rents, turnover rents, service charges, insurance premiums, default charges, interest, licence fees or other income is payable, whether immediately or after the expiry of a specified period, by a third party in respect of the right to occupy that Mortgaged Property.</p> <p>"Rating Agencies" means any or all of Moody's Investors Service Inc., Standard & Poor's Rating Services (a division of The McGraw-Hill Companies Inc.) and Fitch Ratings Ltd (formerly Fitch IBCA Limited) and any successors to their rating businesses, and any additional or replacement rating agency appointed by the Issuer, with the prior written approval of the Trustee, to provide a credit rating in respect of the Notes or any class thereof.</p> <p>"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of a Charging Subsidiary in connection with the letting of a Mortgaged Property or any part of it, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable:</p> <ul style="list-style-type: none"> (a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable, (b) any increase of rent payable by virtue of an offer falling within the proviso to Section 3(1) of the Landlord and Tenant Act 1927; (c) any rent payable by virtue of a determination made by the court under Section 24(A) of the Landlord and Tenant Act 1954 net of the costs of the court proceedings, (d) sums received from any deposit held as security for performance of any tenant's obligations, to the extent the same is applied in or towards meeting rental obligations; (e) any other moneys payable in respect of occupation and/or usage of a Mortgaged Property and every fixture and fitting therein belonging to a Charging Subsidiary and any and every fixture thereon for display or advertisement, on licence or otherwise; (f) any mesne profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of the costs of those proceedings; (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses | |

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paid (and which have not been reimbursed to, and which are not recoverable by, the relevant Charging Subsidiary from any party) in furtherance of such proceedings so taken or claim so made,

- (h) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon,
- (i) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement; and
- (j) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same after deducting reasonable costs properly incurred in recovering such damages,

but after deducting or excluding Non-Rental Income.

"Repayment Date" means:

- (a) in respect of an A1 Loan and a B1 Loan, the Interest Payment Date falling in April 2030;
- (b) in respect of an A3 Loan, the Interest Payment Date falling in January 2035;
- (c) in respect of an A7 Loan, a B3 Loan, a C2 Loan and a D2 Loan, the Interest Payment Date falling in January 2035;
- (d) in respect of a New Loan, the date agreed by the Borrower, the Issuer and the Trustee on or about the date the Issuer grants the relevant New Tranche to the Borrower pursuant to Clause 2 4 (New Tranche) of the Intercompany Loan Agreement, and
- (e) in respect of the Liquidity Facility Agreement, the earlier of the Interest Payment Date falling in October 2037 and the date on which all the Term Notes have been redeemed or cancelled in full or, following an increase in the Liquidity Facility Commitment pursuant to Clause 2 5 of that Agreement, the date on which the Notes have been redeemed or cancelled in full,

(as each term is further defined in the Sixth Restated Master Definitions Agreement).

"Security Accounts" means each account established or maintained under clause 11 (*Bank Accounts of the Borrower*) of the Intercompany Loan Agreement.

"Security Period" means the period beginning on the date of the Eleventh Supplemental Composite Debenture and ending on the date on which the

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Issuer and the Trustee are satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"Seventh Restated Cash Management Agreement" means the agreement amending and restating the Sixth Restated Cash Management Agreement, dated on or about the Sixth Further Closing Date made between the Cash Manager, the Borrower, the Issuer and the Trustee or, if the context so requires, means the Cash Management Agreement as so amended and restated (as each term is further defined in the Sixth Restated Master Definitions Agreement)

"Sixth Restated Master Definitions Agreement" means the definitions agreement dated 17 November 2010 made between, *inter alios*, the Issuer, the Trustee and the Charging Subsidiaries

"Successor Cash Manager" shall have the meaning attributed thereto in clause 21.4 of the Cash Management Agreement.

"Trustee" means Deutsche Trustee Company Limited, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB.

"Unit Trust" means each of the very private Jersey property unit trust schemes respectively known as

- (a) The 10 Cabot Square I Unit Trust,
- (b) The 10 Cabot Square II Unit Trust;
- (c) The 20 Cabot Square I Unit Trust; and
- (d) The 20 Cabot Square II Unit Trust,

respectively constituted under the relevant Unit Trust Instrument pursuant to Article 7(3) of the Trusts (Jersey) Law 1984

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1 FIXED SECURITY

1.1 Creation of fixed security

- (a) The Company, as security for the payment of all the Secured Liabilities and subject to the proviso for reassignment upon the expiry of the Security Period, has charged in favour of the Issuer:

- (i) by way of a first legal mortgage

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| | | |
|-------------------|--|--|
| 6 | Short particulars of all the property mortgaged or charged | |
| Short particulars | Please give the short particulars of the property mortgaged or charged | |
| | <p>(A) the property held by it specified in Schedule 1 to this Form; and</p> <p>(B) all estates or interests in any freehold or leasehold property (except any Charged Property specified in sub-paragraph (A) above) now or hereafter belonging to it,</p> <p>(11) by way of a first fixed charge.</p> <p>(A) (to the extent that they are not the subject of a mortgage under sub-paragraph (1) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it.</p> <p>(b) The Company, as security for the payment of all the Secured Liabilities, has charged in favour of the Issuer:</p> <p>(1) by way of a first fixed charge</p> <p>(A) all plant and machinery owned by it at its Mortgaged Property and its interest in any plant or machinery in its possession at its Mortgaged Property,</p> <p>(B) all moneys, and any Eligible Investments representing any amount, standing to the credit of any account (including, without limitation, the Security Accounts) with any person and the debts represented by them;</p> <p>(C) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;</p> <p>(D) all of its book and other debts, the proceeds of the same and all other moneys due and payable to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;</p> <p>(E) any beneficial interest, claim or entitlement of it, in any pension fund;</p> <p>(F) its goodwill;</p> <p>(G) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of its Charged Property specified in any other sub paragraph in this Clause and the right to recover and receive all compensation which may be payable</p> | |

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to it in respect of them;

(H) its uncalled capital;

(I) its rights under any appointment of a managing agent of the Mortgaged Property including, without limitation, its rights, in relation to its Mortgaged Properties, against the Estate Manager under the Management Agreement;

(J) all its rights and interest under any loan arrangement with any Obligor; and

(K) its rights under any interest rate hedging arrangements, if any

1.2 Assignment

The Company, as security for the payment of all the Secured Liabilities and subject to the proviso for reassignment upon the expiry of the Security Period, has assigned to the Issuer by way of first ranking security.

(a) all Rental Income that it receives or is entitled to in relation to the property held by it specified in Schedule 1 to this Form, and

(b) any guarantee of Rental Income (if any) contained in or relating to any Occupational Lease in relation to the property held by it specified in Schedule 1 to this Form

FURTHER ASSURANCES

The Eleventh Supplemental Composite Debenture contains covenants for further assurance.

NEGATIVE PLEDGE

The Eleventh Supplemental Composite Debenture contains a negative pledge.

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

Please give the short particulars of the property mortgaged or charged

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SCHEDULE 1

REAL PROPERTY - PROPERTY INTERESTS

| Charging Company | Interest | Description | Title no. |
|---------------------------------------|-----------------|--|------------------|
| Canary Wharf Leasing (FC4) Limited | Leasehold | Floors 7 to 10, 20 Cabot Square, Canary Wharf | EGL487378 |



FILE COPY

4/C

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 722624

CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ELEVENTH SUPPLEMENTAL
COMPOSITE DEBENTURE DATED 17 NOVEMBER 2010 AND
CREATED BY CANARY WHARF LEASING (FC4) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CANARY WHARF FINANCE II PLC, THE
INTERMEDIATE BORROWER AND THE CASH MANAGER 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 24 NOVEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 NOVEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES