

MG01

Particulars of a mortgage or charge



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

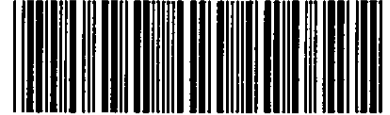
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

THU TUESDAY



R0ZQ5NR7

RCS 03/01/2012 #257

--- COMPANIES HOUSE ---
A00PZ743

A11 22/12/2011 #273

COMPANIES HOUSE

1

Company details

Company number

2 1 2 7 4 1 0

Company name in full

Canary Wharf Investments Limited (the **Chargor**)

89

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

d1 d6 m1 m2 y2 y0 y1 y1

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 charge dated 16 December 2011 (the **Deed**) between, amongst others, the
Chargor and Barclays Bank PLC (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 and whether owed
jointly or severally or in any other capacity
whatsoever) of the Chargor and each Transaction
Obligor to each Finance Party under each Finance
Document except for any obligation which, if it
were so included, would result in the Deed
contravening section 678 or 679 of the Companies
Act 2006 (the **Secured Liabilities**)

Continuation page

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

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Particulars of a mortgage or charge

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

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

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

Name The Security Agent as security agent and trustee for the Finance Parties

Address 1 Churchill Place, London

Postcode E 1 4 5 H P

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 the continuation page

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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	<div data-bbox="327 432 584 465"> 1. SECURITY </div> <div data-bbox="327 499 751 533"> 1.1 Creation of fixed security </div> <div data-bbox="421 562 1436 631"> <p>The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Security Agent</p> </div> <div data-bbox="421 660 1436 1023"> <ul style="list-style-type: none"> (a) by way of a first legal mortgage the Mortgaged Property, (b) by way of first fixed charge <ul style="list-style-type: none"> (i) all the Shares, (ii) all Related Rights accruing to the Shares, and (iii) to the extent they are not the subject to an effective assignment under clause 1 2 (Assignment) below all of its rights under the Loan Agreement </div> <div data-bbox="327 1057 579 1090"> 1.2 Assignment </div> <div data-bbox="421 1120 1436 1189"> <p>The Chargor assigns absolutely to the Security Agent by way of security all of its rights in respect of the Assigned Receivables</p> </div> <div data-bbox="327 1220 608 1254"> 1.3 Miscellaneous </div> <div data-bbox="421 1283 1233 1319"> <p>A reference in the Deed to a mortgage of freehold property includes</p> </div> <div data-bbox="421 1348 1436 1583"> <ul style="list-style-type: none"> (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 the Chargor in respect of that property or any moneys paid or payable in respect of those covenants </div> <div data-bbox="327 1615 850 1648"> 2. RESTRICTIONS ON DEALING </div> <div data-bbox="421 1680 1272 1715"> <p>The Chargor shall not, except as permitted under the Credit Agreement</p> </div> <div data-bbox="421 1742 1436 1879"> <ul style="list-style-type: none"> (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed, or (b) sell, transfer or otherwise dispose of, any Security Asset, or </div>

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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	<p>(c) take or permit the taking of any action whereby the rights attaching to any of the Shares are altered or further shares in the Borrower are issued</p> <p>3. INTERPRETATION:</p> <p>In the Form MG01</p> <p>Agent means Barclays Bank PLC</p> <p>Arranger means Barclays Corporate, Deutsche Pfandbriefbank AG, Lloyds TSB Bank Plc And The Royal Bank Of Scotland plc</p> <p>Assigned Receivables the sum owed to the Chargor by Investorco in connection with the grant of the Overriding Lease by Chargor to Investorco</p> <p>Borrower means Canary Wharf Holdings (BP4) Limited (Registered in England and Wales with registration number 5601373)</p> <p>Contractorco means Canary Wharf Contractors (BP4) Limited (Registered in England and Wales with registration number 5601406)</p> <p>Counterparty means</p> <p>(a) an Original Counterparty, or</p> <p>(b) any bank or financial institution appointed as a Counterparty pursuant to Clause 30.5 (Additional Counterparties) of the Credit Agreement</p> <p>Counterparty Accession Agreement means an agreement in the form of part 2 of schedule 8 (Form of Counterparty Accession Agreement) to the Credit Agreement</p> <p>Credit Agreement means the £190,000,000 credit agreement dated 16 December 2011 between (amongst others) the parties to the Deed</p> <p>CWIL means Canary Wharf Investments Limited (Registered in England and Wales with registration number 2127410)</p> <p>CWCL means Canary Wharf Contractors Limited (Registered in England and Wales with registration number 2352250)</p> <p>CWCL Charge means a legal charge executed or to be executed by CWCL in favour of the Security Agent, substantially in the form of schedule 12 (Form of CWCL Charge) to the Credit Agreement</p> <p>CWL means Canary Wharf Limited (Registered in England and Wales with registration number 1971312)</p>

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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	<p>CWL Charge means a legal charge executed or to be executed by CWL in favour of the Security Agent, substantially in the form of schedule 11 (Form of CWL Charge) to the Credit Agreement</p> <p>Debenture means a debenture executed or to be executed by each of the SPV Obligors in favour of the Security Agent, substantially in the form of schedule 10 (Form of Debenture) to the Credit Agreement</p> <p>Fee Letter means a letter entered into by reference to the Credit Agreement between the Arrangers and the Borrower, the Agent and the Borrower, or the Security Agent and the Borrower, in each case setting out the amount of various fees referred to in clause 25 (Fees) of the Credit Agreement</p> <p>Facility means the credit facility made available under the Credit Agreement</p> <p>Finance Document means</p> <ul style="list-style-type: none"> (a) the Credit Agreement, (b) a Security Document, (c) the Subordination Deed, (d) any Hedging Arrangement, (e) the Hedging Strategy Letter, (f) the Interest Rate Protection Letter, (g) a Novation Certificate, (h) a Counterparty Accession Agreement, (i) a Fee Letter, or (j) any other document designated as such by the Agent and the Borrower <p>Finance Party means an Arranger, a Lender, a Counterparty, the Agent or the Security Agent</p> <p>Fixtures means all fixtures and fittings (including trade fixtures and fittings but excluding all tenants' trade fixtures and fittings) on the Mortgaged Property</p> <p>Guarantor means the Parent Guarantor or an SPV Obligor</p>	

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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

Hedging Arrangements means any interest rate hedging arrangements entered into by the Borrower with a Counterparty in connection with interest payable by the Borrower under the Credit Agreement

Hedging Strategy Letter means a letter from the Borrower to the Lenders, approved by the Lenders, setting out the hedging strategy in respect of the interest rate hedging to be put in place by the Borrower in relation to the Facility, and the timeframe for implementing the hedging strategy

Interest Rate Protection Letter means a letter from the Borrower to the Lenders addressing certain implications of the cost of funding the Facility

Investorco means Canary Wharf Investments (BP4) Limited (Registered in England and Wales with registration number 7774523)

Loan Agreement means Assigned Receivables

Lender means

- (a) an Original Lender, and
- (b) any bank, financial institution, trust or other entity which becomes a Lender in accordance with clause 2 3 (Total Commitments Increase), clause 30 2 (Transfers by Lenders), or clause 30 9 (Replacement of Defaulting Lender) of the Credit Agreement

Mortgaged Property means the freehold property identified in schedule 1 to the Deed and set out in schedule 1 to this form MG01, which is the subject of the security created by the Deed

Novation Certificate has the meaning given to it in clause 30 3 (Procedure for novations) of the Credit Agreement

Obligor means the Borrower or a Guarantor

Original Counterparty means any of the financial institutions listed in part 2 of schedule 1 (Original Parties) to the Credit Agreement

Original Lender means any of the financial institutions listed in part 1 of schedule 1 (Original Parties) to the Credit Agreement

Overriding Lease means the superior lease of the Site, being the non-forfeitable 999 year overriding lease dated on or around the date of this Agreement between, amongst others, CWIL as landlord and Investorco as tenant

Parent Guarantor means Canary Wharf Holdings Limited (Registered in England and Wales with registration number 2798284)

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Particulars of a mortgage or charge

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Short particulars	<p>Related Rights means any dividend or interest paid or payable in relation to any Shares and any rights, moneys or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</p> <p>Security Assets means the Shares and all other assets of the Chargor the subject of any security created by the Deed</p> <p>Security Document means</p> <ul style="list-style-type: none"> (a) the Debenture, (b) the CWL Charge, (c) the CWCL Charge, (d) the Deed, or (e) any other document designated as such by the Security Agent and the Borrower <p>Security Interest means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p>Shares means all of the shares in the share capital of the Borrower</p> <p>Site means the parcel of land known as 25 Churchill Place (BP4), Canary Wharf, London E14, and includes any buildings on that land</p> <p>SPV Obligor means the Borrower, Subco, Trustee 1, Trustee 2, Contractorco or Investorco</p> <p>Subco means Canary Wharf (BP4) Limited (Registered in England and Wales with registration number 5601402)</p> <p>Subordination Deed means the subordination deed entered into or to be entered into between (amongst others) the Parent Guarantor, as subordinated creditor, one or more SPV Obligors, as debtors, and the Security Agent, substantially in the form of schedule 14 (Form of Subordination Deed) to the Credit Agreement</p> <p>Transaction Obligor means each Obligor, CWL, CWIL or CWCL</p> <p>Trustee 1 means Canary Wharf (BP4) T1 Limited (Registered in England and Wales with registration number 7724200)</p>

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Particulars of a mortgage or charge

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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

Trustee 2 means Canary Wharf (BP4) T2 Limited (Registered in England and Wales with registration number 7724215)

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Particulars of a mortgage or charge

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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

SCHEDULE 1

MORTGAGED PROPERTY

Property Interest	Title Number	Proprietor	Quality of title	Property Description
Freehold	EGL316 757 (Part)	Canary Wharf Investment s Limited	Absolute	<p>All that land and premises (including (if any) the dockbed and water thereover the quayside and the parts of the dock walls (including the Banana Walls) located therein) comprising part of the area (shown for identification purposes only) edged red on Plan 1 and shown more particularly delineated and edged red on Plans 2 to 6 (inclusive) and edged red on the Ordnance Survey Plans including the unlimited airspace above level 2 within the area edged red on Plans 6 and 11 and the unlimited subsoil below basement level within the area edged red on Plans 2 and 7 and shown, for identification purposes only, edged red on the Sections (and in the event of any inconsistencies between (i) Plans 2 to 6 (inclusive) and the Ordnance Survey Plans and (ii) Plan 1 and the Sections, Plans 2 to 6 (inclusive) and the Ordnance Survey Plans shall prevail) and known as 25 Churchill Place (Parcel BP4), Canary Wharf, London E14 and including -</p> <p>(a) the Building,</p> <p>(b) all Pipes in, upon, under and over and in each case exclusively serving the same,</p> <p>(c) all landlord's fixtures,</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> fittings, plant, machinery, ducting, sprinklers, apparatus and equipment now or hereafter in or upon the Mortgaged Property and exclusively serving the same,</p> <p>(d) all additions, alterations and improvements thereto, and</p> <p>(e) subject always to sub-paragraph (j) below, the Arcades,</p> <p>but nevertheless excluding</p> <p>(f) any Pipes which are in, upon or under or over the area shown edged red on Plans 2 to 6 (inclusive) belonging to public utilities or statutory undertakers and/or those which serve adjoining property,</p> <p>(g) the BP3 Link,</p> <p>(h) the Storage Rooms,</p> <p>(i) the Plant Room, and</p> <p>(j) the wearing surface and street furniture of the Arcades</p>
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Particulars of a mortgage or charge

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

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

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

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

Commission, allowance or discount 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 Allen & Overy LLP X

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Jon Crookes

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX 73

Telephone 0203 088 2068



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

PROFORMA

Company Number 2127410
Company Name CANARY WHARF INVESTMENTS LIMITED
Contact Name/ Organisation JAMIE CRYSTAL / ALLEN & OVERY LLP
Address ONE BISHOPS SQUARE, LONDON, E1 6AD

- The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

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

Barclays Bank PLC (the Security Agent) as agent and trustee for the Finance Parties

Short particulars of all the property mortgaged or charged

☐

Date charge presented
(applies to MG09/LL MG09)

☐

Date of execution
(applies to MG09/LL MG09)

☐☐

Date and parties to the charge
(applies to MG09/LL MG09)

☐

Jurisdiction
(applies to MG09/LL MG09)

☐

Floating charge statement
(applies to MG01s/LLMG01s/OSMG01)

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

- **The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

(Please give the instructions in the box below)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2127410
CHARGE NO. 89**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE DATED 16 DECEMBER
2011 AND CREATED BY CANARY WHARF INVESTMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY AND EACH TRANSACTION
OBLIGOR TO EACH 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 3 JANUARY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2012

Dt



Companies House
— for the record —



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