

MG01

Particulars of a mortgage or charge



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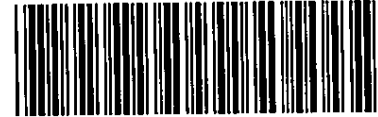
A fee is payable with this form.

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 for a  
company. To do this, please use  
form MG01s

MONDAY



A24 24/12/2012 #348  
COMPANIES HOUSE

**1 Company details**

Company number 0 2 1 2 7 4 1 0

Company name in full CANARY WHARF INVESTMENTS LIMITED (the **Chargor**)

96 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 d7 m1 m2 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 charge of shares dated 17 December 2012, between the Chargor and Lloyds  
TSB Bank plc (the **Security Agent**) (the **Charge of Shares**)

**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 each Obligor to any Finance Party under  
each Finance Document, except for any obligation which, if it were  
so included, would result in the Charge of Shares contravening  
Section 678 or 679 of the Companies Act 2006 (each such term as  
defined in the continuation pages referred to in section 6 of this  
Form MG01) (the **Secured Liabilities**)

**Continuation page**

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

# MG01

## 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 Lloyds TSB Bank plc

Address 10 Gresham Street

London

Postcode E C 2 V 2 A E

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 pages to section 6 of this Form MG01

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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 & Avery LLP for and on behalf of Lloyds TSB Bank plc.

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

# MG01

## 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 James Green

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 London

Telephone +44 (0)20 3088 4535



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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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

#### 1. CREATION OF SECURITY

##### 1.1 General

(a) All the Security created under the Charge of Shares

(i) is created in favour of the Security Agent,

(ii) is created over present and future assets of the Chargor,

(iii) is security for the payment, discharge, performance and satisfaction of all the Secured Liabilities,

(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(v) is subject to the promise of redemption (and, if applicable, reassignment) as set out in Clause 18 (Release) of the Charge of Shares

(b) The Security Agent holds the benefit of the Charge of Shares on trust for itself and the other Finance Parties

##### 1.2 Security

The Chargor charges

(a) by way of a first ranking equitable mortgage all the Shares owned by it or

(b) by way of a first ranking equitable mortgage all Related Rights

##### 1.3 Voting rights

(a) Before this Security becomes enforceable

(i) the voting rights, powers and other rights in respect of the Security Assets must (if exercisable by the Security Agent) be exercised in any manner which the Chargor may direct in writing, and

(ii) all dividends or other income paid or payable in relation to any Security Asset must be paid directly to the Chargor

(b) The Chargor must indemnify the Security Agent against any loss liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Security Assets on the direction of the Chargor

(c) After this Security has become enforceable, the Security Agent may

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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

exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise and shall notify the Chargor of such action as soon as practicable thereafter

**2 RESTRICTIONS ON DEALINGS**

The Chargor may not

- (a) create or allow to subsist any Security Interest (other than this Deed) on any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset

**Definitions**

In this form MG01

**Account Bank Undertaking** has the meaning given to it in Subclause 16 8 (Eligible Investments) of the Credit Agreement

**Additional Chargor** means

- (a) an Additional Security Provider or Master Investment Vehicle which has acceded to the Credit Agreement as an Additional Chargor pursuant to Clause 29 2 (Additional Chargors), and
- (b) each of the Chargors listed below who has acceded to the Credit Agreement pursuant to the Supplemental Agreement

(i) CWCB Investments (Car Parks) Limited (registered number 03302682),

(ii) Canary Wharf (Car Parks) Limited (registered number 03682170),

(iii) Canary Wharf Retail (DS3) Limited (registered number 04482337),

(iv) Canary Wharf Retail (RT4) Limited (registered number 04487558),

(v) Nash Court Retail Limited (registered number 04184435), and

(vi) Canada Square (Pavilion) Limited (registered number 06413202),

in each case for so long as it is a Party

**Additional Security** means

- (a) Security in favour of the Security Agent (in form and substance

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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

satisfactory to it) over

(i) Gilts having a net present value on the Additional Security Date (as determined by the Facility Agent) greater than or equal to 120 per cent of the Total Projected Finance Costs (discounted to net present value at a rate agreed between the Borrower and the Facility Agent before that Additional Security is granted),

(ii) a fixed interest rate blocked account in the name of the Borrower held with the Facility Agent into which the Borrower has deposited an amount of cash such that the net present value on the Additional Security Date of the expected balance of the account (including principal and interest) on the Maturity Date is greater than or equal to the Total Projected Finance Costs (discounted to net present value at a rate agreed between the Borrower and the Facility Agent before that Additional Security is granted), or

(iii) such other assets as the Majority Lenders may, in their absolute discretion, agree, or

(b) a letter of credit in a form and from a bank acceptable to the Majority Lenders in their absolute discretion for an amount greater than or equal to the Total Projected Finance Costs

**Additional Security Date** means the date on which all perfection requirements are completed in respect of the provision of any Additional Security to the Security Agent or, if an Additional Security Provider is to accede to the Credit Agreement in connection with the provision of Additional Security, the date on which the Facility Agent gives a notice to Borrower under Subclause 29 2(b) (Additional Chargors) of the Credit Agreement

**Additional Security Provider** means any member of the CW Group or a Trustee which provides Additional Security

**Administrative Party** means an Arranger, the Facility Agent or the Security Agent

**Amendment Letter** means the amendment letter dated 19 September 2008 between, amongst others, Canary Wharf Funding(One) Limited and the Facility Agent relating to the Further Loan

**Arranger** means Lloyds TSB Bank plc

**Asset Manager** means the asset manager appointed by the Trustees in respect of the Properties

**Borrower** means Canary Wharf Retail Funding Limited

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Please give the short particulars of the property mortgaged or charged

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**Car Parks** means those parts of the New Property more particularly described in paragraphs 7-12 (inclusive) of Part 3 of Schedule 1 of the Credit Agreement and Car Park shall mean any one of them

**Charge of Shares** means a charge of the shares of each Obligor, dated on or about the first Utilisation Date, to be granted by each relevant Shareholder in favour of the Security Agent

**Chargor Accession Agreement** means an agreement substantially in the form of Part 3 of Schedule 5 (Forms of Accession Documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**Commitment** means

(a) for the Original Lender, the amount set out in Section A of Part 1 of Schedule 1 (Original Parties and Properties) of the Credit Agreement, and

(b) for any other Lender, the amount of any Commitment it acquires,

to the extent not cancelled, transferred or reduced under this Agreement

**Construction Guarantee** means the construction guarantee provided by the Construction Guarantor in respect of the development works to be carried out in respect of those parts of the Property more particularly described in paragraphs 1 and 4 of Part 3 of Schedule 1 of the Credit Agreement

**Construction Guarantor** means Canary Wharf Holdings Limited of One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with registered number 02798284)

**Concessionary Licence** means each licence or other occupational arrangement granted or permitted to be granted by a Chargor or Third Party Security Provider (or, if applicable, any predecessor in title) from time to time on a concessionary basis in respect of any car parking space or spaces within any Car Park pursuant to which rent, licence fees or equivalent are paid or payable

**Counterparty** means any Lender which becomes a counterparty in accordance with the terms of the Credit Agreement

**Counterparty Accession Agreement** means a letter, substantially in the form of Part 2 of Schedule 5 (Forms of Accession Documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**Credit Agreement** means the £350,000,000 credit agreement dated 7 March 2006 (as amended and restated by a supplemental agreement dated 20 March 2009 and by amendment letters dated 19 September 2008, 17 December 2009, 2



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Please give the short particulars of the property mortgaged or charged

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August 2010 and 22 February 2012) between, amongst others, Canary Wharf Retail Funding Limited as the Borrower and the Security Agent

**CW Group** means CWGP and its Subsidiaries

**CWGP** means Canary Wharf Group plc of One Canada Square, Canary Wharf London E14 5AB (registered in England and Wales with registration number 4191122)

**CWL** means Canary Wharf Limited of One Canada Square, Canary Wharf London E14 5AB (registered in England and Wales with registration number 1971312)

**CWIL** means Canary Wharf Investment Limited of One Canada Square, Canary Wharf London E14 5AB (registered in England and Wales with registration number 2127410)

**CWML** means Canary Wharf Management Limited of One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with registration number 2067510)

**DS7 Trust** means the JPUT constituted by the DS7 Trust Instrument and known as the One Canada Square (Retail) Unit Trust

**DS7 Trust Instrument** means the trust instrument constituting the DS7 Trust declared by One Canada Square (Retail) Trustee No. 1 Limited and One Canada Square (Retail) Trustee No 2 Limited

**DS8 Trust** means the JPUT constituted by the DS8 Trust Instrument and known as the Canada Place (Retail) Unit Trust

**DS8 Trust Instrument** means the trust instrument constituting the DS8 Trust declared by Canada Place (Retail) Trustee No 1 Limited and Canada Place (Retail) Trustee No 2 Limited.

**Duty of Care Agreement** means a duty of care agreement between, amongst others, the Estate Manager and the Security Agent or a duty of care agreement between, amongst others, each Asset Manager and the Security Agent in respect of the management of each of the Properties.

**Estate Manager** means CWML

**Facility** means the credit facility made available under the Credit Agreement

**Facility Agent** means Lloyds TSB Bank plc

**Fee Letter** means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrower setting out the amount of certain fees referred to in the Credit Agreement

**Finance Document** means

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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

- (a) the Credit Agreement, the Amendment Letter and the Second Amendment Letter,
- (b) the Supplemental Agreement,
- (c) a Security Document;
- (d) any Hedging Arrangement,
- (e) the Subordination Agreement,
- (f) a Duty of Care Arrangement,
- (g) a Fee Letter, the Further Loan Margin Letter and the Margin/Fee Letter,
- (h) a Transfer Certificate,
- (i) a Counterparty Accession Agreement,
- (j) a Chargor Accession Agreement,
- (k) a Tax Indemnity,
- (l) an Account Bank Undertaking,
- (m) an Irrevocable Direction,
- (n) each Irrevocable Power of Attorney Delegation (if any),
- (o) the Construction Guarantee,
- (p) all amendments and supplements including supplements providing further advances, or
- (q) any other document designated as such by the Facility Agent or the Security Agent (as applicable) and the Borrower.

**Finance Party** means a Lender, a Counterparty or an Administrative Party

**Further Loan** means the Loan to be provided by Lloyds TSB Bank plc as Lender as a result of the increase in its Commitment under the Amendment Letter

**Further Loan Margin Letter** means the letter dated on or about the date of the Amendment Letter relating to, amongst other things, the Margin for the Further Loan

**Gilts** means fixed rate Sterling gilt-edged securities

**Group Rent** means

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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

(a) the rent in respect of a Property (other than a New Property) to which a Chargor (other than any Trustee) is beneficially entitled pursuant to an Intra-Group Lease, and

(b) the rent, fees or income in respect of a New Property to which a Chargor is beneficially entitled pursuant to an Occupational Lease or Contractual Car Park Licence

**Group Property Income Account** means the account designated as such under the terms of the Credit Agreement

**Hedging Arrangement** means any interest rate hedging arrangement entered into by the Borrower with a Counterparty in accordance with Subclause 8.4 (Hedging) of the Credit Agreement

**Intra-Group Lease** means each lease in respect of a Property entered into between members of the CW Group or between a member of the CW Group and a Trustee as set out in the Property Interests Structure Chart delivered to the Facility Agent as a condition precedent under Schedule 1 of the Supplemental Agreement

**Irrevocable Direction** means an irrevocable direction to pay given by each Chargor who is entitled to any Unit Distributions or Group Rent directing that all Unit Distributions or Group Rents to which that Chargor is entitled be paid directly to the Group Property Income Account held in the name of the Borrower.

**Irrevocable Power of Attorney Delegation** means each irrevocable delegation to authorised signatories and specified employees of the Security Agent of the rights of the officers of the Borrower under a Minority Unitholder Power of Attorney

**JPUT** means a unit trust scheme established pursuant to the Trusts (Jersey) Law 1984

**Lender** means

(a) an Original Lender, or

(b) any person who becomes a Lender after 7 March 2006

**Limited Partnership** means an English limited partnership formed under the Partnership Act 1890 and which complies with the requirements of the Limited Partnership Act 1907

**Loan** means, unless otherwise stated in the Credit Agreement, the principal amount of each borrowing under the Credit Agreement or the principal amount outstanding of that borrowing including the Further Loan

**Majority Lenders** means, at any time, Lenders

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- (a) whose share in the Loan and whose undrawn Commitments then aggregate 66⅔ per cent or more of the aggregate of all the Loan and the undrawn Commitments of all the Lenders,
- (b) if there is no Loan then outstanding, whose undrawn Commitments then aggregate 66⅔ per cent or more of the Total Commitments, or
- (c) if there is no Loan then outstanding and the Total Commitments have been reduced to zero, whose Commitments aggregated 66⅔ per cent or more of the Total Commitments immediately before the reduction

**Margin** means the margin determined pursuant to Subclause 8.3 (Margin) of the Credit Agreement

**Margin/Fee Letter** means a margin/fee letter dated on or around the date of the Second Amendment Letter from the Borrower to the Facility Agent relating to, among other things, the Margin and the fees payable to the Facility Agent.

**Master Investment Vehicle** means

- (a) a company registered under the Companies Act 2006,
- (b) a JPUT; or
- (c) a Limited Partnership

**Master Trust Instrument** means the trust instrument constituting any Master Investment Vehicle which is a JPUT

**Maturity Date** means 17 December 2014

**Minority Unitholder** means Anglo Irish Bank Corporation plc

**Minority Unitholder Power of Attorney** means a power of attorney granted by a Minority Unitholder to officers of the Borrower in relation to the exercise of rights in respect of any Units

**New Property** means each new property listed under Part 3 of Schedule 1 (Original Parties and Properties) of the Credit Agreement

**Obligor** means the Borrower and (to the extent it is not released as such in accordance with Subclause 29.3 (Resignation of Chargors) of the Credit Agreement) a Chargor

**Occupational Lease** means each lease, licence or other occupational interest granted by the relevant Chargor or Third Party Security Provider or, as applicable, any predecessor in title, pursuant to which rack 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 the

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#### Short particulars

relevant Property but shall not include any (a) Contractual Car Park Licence, (b) Concessionary Licence, or (c) Pay and Display Arrangement

**Office Lease Licence** means any occupational lease or licence in respect of any car parking space or spaces within any Car Park granted pursuant to or as part of any Office Lease or any document supplemental or ancillary to an Office Lease prior to the date of the Credit Agreement (but excluding any Contractual Car Park Licence or Concessionary Licence or Pay & Display Arrangement)

**Original Lender** means Lloyds TSB Bank plc, Aareal Bank, Alliance & Leicester and Eurohypo AG

**Original Unitholder** means Cabot Place Holdings Limited, Canary Wharf Investments (DS8) Limited, CWCB Investments (RT2) Limited or Heron Quays Investments (RT3) Limited

**Pay and Display Arrangement** means public car parking arrangements in respect of any Car Park where cash is collected on departure in consideration for a ticket and a temporary right to park

**Property** means each New Property and each property listed in Part 2 of Schedule 1 (Original Parties and Properties) of the Credit Agreement and any other property over which Additional Security is granted

**Property Interests Structure Chart** means the chart entitled as such, and delivered to the Facility Agent as a condition precedent under Schedule 2 (Conditions Precedent Documents) of the Credit Agreement showing the chain of property interests in each Property

**Related Rights** means

- (a) any dividend or interest paid or payable in relation to any Shares, and
- (b) any right, money 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

**RT1 Trust** means the JPUT constituted by the RT1 Trust Instrument and known as the Cabot Place (Retail) Unit Trust

**RT1 Trust Instrument** means the trust instrument constituting the RT1 Trust declared by Cabot Place (Retail) Trustee No 1 Limited and Cabot Place (Retail) No 2 Limited.

**RT2 Trust** means the JPUT constituted by the RT2 Trust Instrument and known as the Canada Place Mall (Retail) Unit Trust

**RT2 Trust Instrument** means the trust instrument constituting the RT2 Trust declared by Canada Place Mall (Retail) Trustee No 1 Limited and Canada Place Mall (Retail) Trustee No 2 Limited

**RT3 Trust** means the unit trust scheme constituted by the RT3 Trust Instrument and known as the Jubilee Place (Retail) Unit Trust

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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

**RT3 Trust Instrument** means the trust instrument constituting the RT3 Trust declared by Jubilee Place (Retail) Trustee No 1 Limited and Jubilee Place (Retail) Trustee No 2 Limited

**Second Amendment Letter** means the amendment letter dated 17 December 2009 between, amongst others, the Canary Wharf Funding(One) Limited and the Facility Agent relating to certain amendments to the Credit Agreement

**Security** means any security created by the Charge of Shares

**Security Agreement** means each security agreement entered into by each Obligor or Third Party Security Provider in favour of the Security Agent (acting as agent for and on behalf of the Finance Parties)

**Security Assets** means all assets of the Chargor, the subject of any security created by the Charge of Shares

**Security Document** means·

- (a) a Security Agreement,
- (b) a Supplemental Security Agreement,
- (c) a Charge of Shares,
- (d) any Security Document in respect of Additional Security,
- (e) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or
- (f) any other document designated as such by the Facility Agent or the Security Agent (as applicable) and the Borrower

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

**Shares** means all the shares in the issued capital of Canary Wharf Retail Funding Limited

**Shareholder** means each shareholder of any Obligor

**Subordination Agreement** means a subordination agreement, dated on or about the Utilisation Date, to be entered into by, amongst others, the Obligors and the Security Agent

**Subsidiary** means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and

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(b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

**Supplemental Agreement** means the supplemental agreement to the Credit Agreement dated 20 March 2009.

**Supplemental Security Agreement** means a supplemental security agreement, in the form annexed to the Security Agreement, (with such amendments as the Security Agent may approve or reasonably require) entered into by the relevant Obligor or Third Party Security Provider in favour of the Security Agent

**Tax Indemnity** means an indemnity given by Canary Wharf Holdings Limited in favour of the Security Agent in relation to any SDLT payable as a result of H M. Revenue and Customs determining that SDLT was or is due on the contribution of the Properties in the Trusts

**Third Party Security Provider** means CWIL or CWL

**Total Commitments** means the aggregate of the Commitments of all the Lenders

**Total Projected Finance Costs** means, as at the Additional Security Date, an estimate by the Facility Agent (acting reasonably) of the total aggregate amount payable by the Obligors (including without limitation, all payments of principal, interest, fees, costs and expenses and taking into account any amount payable or receivable by the Borrower under any Hedging Arrangements) to the Finance Parties under the Finance Documents

(a) by way of contribution to

(1) insurance premia,

(11) the cost of an insurance valuation,

(111) a service charge in respect of an Obligor's or Third Party Security Provider's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property, or

(iv) a sinking fund, or

(b) which represents value added tax or similar taxes including, without limitation, any part of any of the items listed in paragraphs (b) to (m) of the definition of "Rental Income" of the Credit Agreement which represents VAT

**Trust** means the DS7 Trust, the DS8 Trust, the RT1 Trust, the RT2 Trust, the RT3 Trust or (following the accession of any Master Investment Vehicle which is a JPUT) any Master Trust

**Trustee** means

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) in respect of the DS7 Trust, One Canada Square (Retail) Trustee No 1 Limited and One Canada Square (Retail) Trustee No 2 Limited,
- (b) in respect of the DS8 Trust, Canada Place (Retail) Trustee No 1 Limited and Canada Place (Retail) Trustee No 2 Limited,
- (c) in respect of the RT1 Trust, Cabot Place (Retail) Trustee No 1 Limited and Cabot Place (Retail) Trustee No. 2 Limited,
- (d) in respect of the RT2 Trust, Canada Place Mall (Retail) Trustee No 1 Limited and Canada Place Mall (Retail) Trustee No 2 Limited,
- (e) in respect the RT3 Trust, Jubilee Place (Retail) Trustee No 1 Limited and Jubilee Palace (Retail) Trustee No 2 Limited, or
- (f) (following the accession of any Master Investment Vehicle which is a JPUT), the Trustees specified in the Master Trust Instrument

**Trust Instrument** means the DS7 Trust Instrument, the DS8 Trust Instrument, the RT1 Trust Instrument, the RT2 Trust Instrument, the RT3 Trust Instrument or (following the accession of any Master Investment Vehicle which is a JPUT) any Master Trust Instrument

**Transfer Certificate** means a certificate, substantially in the form of Part 1 of Schedule 5 (Forms of Accession Documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower

**Utilisation Date** means each date on which the Facility is utilised

**Unit Distributions** means distributions made to Unitholders pursuant to the terms of a Trust Instrument.

**Unitholders** means the Original Unitholders and any Master Investment Vehicle

**VAT** means valued added tax as imposed by the Value Added Tax Act 1994 and includes any other tax of a similar fiscal nature, whether imposed in the U K (instead of or in addition to VAT) or imposed elsewhere





## **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. 90

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OF SHARES DATED 17  
DECEMBER 2012 AND CREATED BY CANARY WHARF  
INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM EACH OBLIGOR 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 24  
DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2013

DX



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES