

MG01

Particulars of a mortgage or charge



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LASERFORM

104351/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

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



What this form is NOT for

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

MONDAY



LD3 25/10/2010 80

COMPANIES HOUSE

1

Company details

Company number 4 2 9 0 5 2 4

Company name in full Heron Quays (HQ3) T1 Limited

5

For official use

→ Filing 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 d5 m1 m0 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

Supplemental Composite Debenture dated 15 October 2010 between CW Lending II Limited, Heron Quays Properties Limited, Heron Quays (HQ3) T1 Limited, Heron Quays (HQ3) T2 Limited, CWC Finance II Limited, Canary Wharf Limited, Canary Wharf Finance II plc and Deutsche Trustee Company Limited

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Amount secured

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

Amount secured

Definitions

"Borrower" means CW Lending II Limited

"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 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

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
Address	30th Floor One Canada Square, Canary Wharf, 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

Definitions

"Additional Mortgaged Property" means, subject to Clauses 4 3 (Conditions Precedent to a New Loan or Further Loan), 17 10 (Disposals) and 17 20 (Substitution, release and addition of new Mortgaged Property) of the Intercompany Loan Agreement, any property listed in a Supplemental Charge and, where the context so requires, means the buildings on that property

"Additional Transferee" means HQPL and the Third New Charging Subsidiaries

"Borrower" means CW Lending II Limited

"Building" means 40 Bank Street (Parcel HQ3), Canary Wharf, London E14

"Cash Manager" means, initially, CWL and thereafter any Successor Cash Manager appointed pursuant to Clauses 21 and 22 of the Cash Management Agreement

"Charged Property" means the assets of the Additional Transferees that are the subject of any security created by this Deed

"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 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

"CWL" means Canary Wharf Limited

"Deed" means the Supplemental Composite Debenture dated 15 October 2010 between, among others, CW Lending II Limited, CWCB Finance II Limited, Canary Wharf Limited, Canary Wharf Finance II plc and Deutsche Trustee Company Limited

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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 Tess Trepak

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 J J

Country UK

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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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Amount secured

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

Amount secured

"Chargor" means

(a) in the context of the Share Charge, Holdings, and

(b) in the context of the Floating Charge Agreement and the Floating Charge Trust Deed, the Original Chargors, the New Chargors, the Second New Chargors, the Third New Chargors, the Fourth New Chargors and the Fifth New Chargors, and

(c) in the context of the charges granted by CWIL over shares held by it and or any nominee on its behalf, CWIL

"CWIL" means Canary Wharf Investments Limited

"Deed" means the Supplemental Composite Debenture dated 15 October 2010 between, among others, CW Lending II Limited, CWCB Finance II Limited, Canary Wharf Limited, Canary Wharf Finance II plc and Deutsche Trustee Company Limited

"Fifth Restated Master Definitions Agreement" means the master definitions agreement dated 23 April 2007 made between, amongst others, the Chargor and the Trustee

"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, a HQ2 facility Agreement, and the CWFH Share Charge, a Subordination Deed, a Charging Subsidiary 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

"Intercompany Loan Agreement" means the £2,576,000,000 (originally £975,000,000, then £1,850,000,000 then £3,107,000,000, then £3,432,000,000 and then £2,501,499,553) Intercompany Loan Agreement dated 6 June 2000 as amended and restated pursuant to a first supplemental agreement, a second supplemental agreement, a third supplemental agreement, a master amendment and restatement deed, a fourth supplemental agreement and as amended by a fifth supplemental agreement and as amended and restated by a sixth supplemental agreement

"Intermediate Borrower" means CWCB Finance II Limited whose registered office is at Level 30, One Canada Square, Canary Wharf, London, E14 5AB

"Issuer" means Canary Wharf Finance II plc

"Master Definitions Agreement" means the master definitions agreement dated 6 June 2000 as amended and restated on 12 June, 2001, 21 February, 2002, 22 October, 2002, 25 May 2005 and 23 April 2007

"Obligor" means the Borrower or a Charging Subsidiary

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

Amount secured

"**Sixth Restated Cash Management Agreement**" means the agreement amending and restating the Fifth Restated Cash Management Agreement, dated on or about the Fifth 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

"**Trustee**" means Deutsche Trustee Company Limited, formerly known as Bankers Trustee Company Limited (the Trustee which expression shall include such company and all other persons and companies for the time being acting under the Deed in the capacity of the trustee or trustees)

Capitalised terms defined in the Intercompany Loan Agreement and the Master Definitions Agreement have, unless expressly defined, the same meaning in the Deed

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 (i) the Issuer under each Finance Document, (ii) the Intermediate Borrower under Clause 11 3 (*Withdrawals from the Borrower Accounts*) and Clause 17 24 (*Void Costs*) of the Intercompany Loan Agreement, and (iii) to the Cash Manager under the Sixth Restated Cash Management Agreement except for any obligation which, if it were so included, would result in this Deed contravening Section 151 of the Companies Act 1985 The term Finance Document includes all amendments and supplements thereto

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Please give the short particulars of the property mortgaged or charged

Short particulars

"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, a HQ2 facility Agreement, and the CWFH Share Charge, a Subordination Deed, a Charging Subsidiary 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

"Fifth Restated Master Definitions Agreement" means the master definitions agreement dated 23 April 2007 made between, amongst others, the Chargor and the Trustee

"HQPL" means Heron Quays Properties Limited

"HQPL (HQ3) Land Trust Deed" means the trust deed dated on or about the date hereof between HQPL, the Third New Charging Subsidiaries and Heron Quays (HQ3) Limited

"Intercompany Loan Agreement" means the £2,576,000,000 (originally £975,000,000, then £1,850,000,000, then £3,107,000,000, then £342,000,000 and then £2,501,499,553) Intercompany Loan Agreement dated 6 June 2000 as amended and restated pursuant to a first supplemental agreement, a second supplemental agreement, a third supplemental agreement, a master amendment and restatement deed, a fourth supplemental agreement and as amended by a fifth supplemental agreement and as amended and restated by a sixth supplemental agreement

"Intermediate Borrower" means CWC8 Finance II Limited

"Issuer" means Canary Wharf Finance II plc

"Master Definitions Agreement" means the master definitions agreement dated 6 June 2000 as amended and restated on 12 June, 2001, 21 February, 2002, 22 October, 2002, 25 May 2005 and 23 April 2007

"Mortgaged Property" means any Original Mortgaged Property, any New Mortgaged Property, any Second New Mortgaged Property, any Third New Mortgaged Property, the Fourth New Mortgaged Property, the Fifth New Mortgaged Property, the Additional Property or any Additional Property 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,

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Short particulars of all the property mortgaged or charged

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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

"Occupational Lease" means, in respect of a Mortgaged Property other than the concourse retail in DS7, each Lease, licence or other occupational interest granted by the relevant Charging Subsidiary 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

"Obligor" means Borrower or Charging Subsidiary

"Receiver" means a receiver and manager or (if the issuer so specifies in the relevant appointment) a receiver, in either case appointed under this Deed

"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

- 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 sale 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

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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 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 hereon,
- 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

"**Rental Receipts Accounts**" means, from time to time, the account in the name of the Borrower and maintained with the Account Bank having account no 50627658, or any account at any branch of the Account Bank or at a Qualified Bank which replaces the same

"**Secured Liabilities**" is as set out under Amount Secured above

"**Supplemental Charge**" means any charge executed in favour of the Issuer and the Trustee to secure the Obligors' obligations under the Finance Documents

"**Third New Charging Subsidiaries**" means Heron Quays (HQ3) T1 Limited and Heron Quays (HQ3) T2 Limited (each a **Third New Charging Subsidiary** and together the **Third New Charging Subsidiaries**)

"**Trustee**" means Deutsche Trustee Company Limited, (1) formerly known as Bankers Trustee Company Limited (the Trustee which expression shall include such company and all other persons and companies for the time being acting under this Deed in the capacity of the trustee or trustees)

Capitalised terms defined in the Intercompany Loan Agreement and the Master Definitions Agreement have, unless expressly defined, the same meaning in the Deed

Particulars of the property mortgages or charged

Creation of fixed security

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The Company, as security for the payment of all the Secured Liabilities, charges in favour of Canary Wharf Finance II plc

a) by way of a first legal mortgage, the property held by it specified in Schedule 1,

b) by way of a first fixed charge, its rights under the HQPL (HQ3) Land Trust Deed and any associated lien or other right held by the Third New Charging Subsidiary

Assignment

The Company, the Intermediate Borrower and each Additional Transferee, as security for the payment of all the Secured Liabilities, assigned to the Issuer by way of first ranking security

a) all Rental Income (if any) that it receives or is entitled to in relation to the Additional Mortgaged Property, and

b) any guarantee of Rental Income (if any) contained in or relating to any Occupational Lease in relation to the Additional Mortgaged Property

Miscellaneous

a) A reference in the Deed to a charge or mortgage of any freehold or leasehold property includes

- i all buildings and Fixtures on that property,
- ii the proceeds of sale of any part of that property, and
- iii the benefit of any covenants for title given or entered into by any predecessor in title of any Obligor in respect of that property or any moneys paid or payable in respect of those covenants

b) There shall be excluded from the scope of the security created pursuant to Clauses 2 1 (*Creation of Fixed Security*) and 2 2 (*Assignment*), all Non-Rental Income and any Rental Income which, as a result of the operation of Clause 11 2(a)(iv) (*Payments into the Borrower Accounts*) of the Intercompany Loan Agreement is not required to be paid into the Rental Receipts Account

Schedule 1

Real Property - Property Interests

HQ3

40 Bank Street

1 Sub-underlease of Floor 9 of the Building dated on or about the date of the Deed between (1) Barclays Bank plc (2) Heron Quays Properties Limited and (3) Canary Wharf Holdings limited, Canary Wharf Investments Limited and Canary Wharf Limited (pending registration at the Land

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Registry), as varied by a deed of variation dated on or about the date of the Deed between (1) Heron Quays (HQ3) T1 Limited and Heron Quays (HQ3) T2 Limited (2) Heron Quays Properties Limited (3) Canary Wharf Holdings Limited, Canary Wharf Investments Limited and Canary Wharf Limited and (4) Canary Wharf Management Limited and Canary Wharf Management (HQ3/HQ4) Limited

2 Reversionary underlease of Floor 9 of the Building dated on or about the date of the Deed between (1) Heron Quays (HQ3) T1 Limited and Heron Quays (HQ3) T2 Limited (2) Heron Quays Properties Limited (3) Canary Wharf Holdings Limited, Canary Wharf Investments Limited and Canary Wharf Limited and (4) Canary Wharf Management Limited and Canary Wharf Management (HQ3/HQ4) Limited (pending registration at the Land Registry)

Further Assurances

Each Additional Transferee shall, at its own expense, take whatever action the Issuer, the Trustee or a Receiver may require for

a) perfecting or protecting the security intended to be created by the Deed over any Charged Property, and

b) facilitating the realisation of any Charged Property or the exercise of any right, power or discretion exercisable, by the Issuer or any Receiver or any of its or their delegates or sub-delegates in respect of any Charged Property,

including any giving of any notice, order or direction and making of any registration, which in any such case, the Issuer or the Trustee may think expedient



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4290524
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL COMPOSITE
DEBENTURE DATED 15 OCTOBER 2010 AND CREATED BY
HERON QUAYS (HQ 3) T1 LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
THE ISSUER, THE INTERMEDIATE BORROWER AND THE CASH
MANGER 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
25 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 OCTOBER
2010

L.C



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES