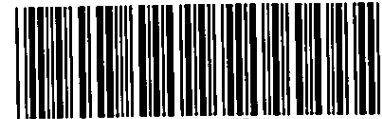


033505/52  
**MG01**

## Particulars of a mortgage or charge

WEDNESDAY



\*LZ49AEH2\*

LD2

28/10/2009

12

COMPANIES HOUSE

**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.

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### 1 Company details

Company number 0 5 0 4 3 3 5 2

Company name in full Songbird Estates plc (the "Chargor")

4

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 d 2 d 1 m 1 m 0 y 2 y 0 y 0 y 9

### 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 Charge dated 21 October 2009 (the "Charge") between the Chargor as chargor and Wilmington Trust (London) Limited as trustee for the Secured Parties (as defined in Schedule 3 to this Form MG01) (the "Security Trustee")

### 4 Amount secured

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

Amount secured See Schedule 1 hereto.

Terms used in this Form MG01 (including the schedules hereto) and not otherwise defined in this Form MG01 shall be as defined in Schedule 3 hereto.

**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.

Name **Wilmington Trust (London) Limited**

Address **Fifth Floor, 6 Broad Street Place**

**London**

Postcode **E C 2 M 7 J H**

Name

Address

Postcode

**Continuation page**

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

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

See Schedule 2 hereto.

# MG01

## Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b> <p>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:</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
Commission allowance or discount	None	
8	<b>Delivery of instrument</b> <p>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).</p> <p>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).</p>	
9	<b>Signature</b> <p>Please sign the form here.</p> <p>Signature</p> <p>X Shadden, Arps, Slate, Muehle &amp; Horn (UK) LLP X 28/10/09</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

# 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 **Nicholas Adams**

Company name **Skadden, Arps, Slate, Meagher &**

**Flom (UK) LLP**

Address **40 Bank Street**

**Canary Wharf**

Post town **London**

County/Region

Postcode **E 1 4 5 D S**

Country **England**

DX

Telephone **020 7519 7286**



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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)**

**SCHEDULE 1**  
**AMOUNT SECURED**

All present and future obligations and other liabilities of any nature of any Obligor due, owing or incurred under or in connection with the Finance Documents (or any of them) to the Security Trustee and/or any other Secured Party and/or any Receiver (including, without limitation, under any amendments, novations, supplements, extensions (whether of maturity or otherwise), replacements and/or restatements (however fundamental and of whatsoever nature and whether or not more onerous) of any of the Finance Documents or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder), and whether indebtedness or liabilities originally owed to all or any of the Secured Parties and/or any Receiver or any other person or persons actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon, after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Obligor pursuant to the terms of the Finance Documents) incurred in connection therewith (the "**Secured Obligations**").

The Chargor has covenanted with the Security Trustee and the other Secured Parties that it will pay and discharge the Secured Obligations to the Security Trustee and the other Secured Parties at the time and in the manner provided for in the Finance Documents.

## SCHEDULE 2

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

#### Fixed charge

The Chargor, with full title guarantee (subject to the First Charge) and as continuing security for the payment and discharge of the Secured Obligations, has charged in favour of the Security Trustee (as security trustee for the Secured Parties) by way of fixed charge:

- (a) all stocks, shares, debentures, bonds, notes and loan capital of Songbird Finance, Songbird Acquisition and Songbird Finance (Two) and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may belong to the Chargor on or after the date of the Charge, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing (including, without limitation, those listed at paragraph (b) of this section below), **provided that**, for the avoidance of doubt, all Charged Property is excluded from the charges described in this paragraph (a) to the extent specifically assigned as described in the section entitled "**Assignment**" below, and **provided further that**, at any time prior to the Security constituted by the Charge being enforceable in accordance with the terms of the Charge, the Chargor is entitled to (i) (save as inconsistent with or prevented by the terms of the Finance Documents) receive and apply as it sees fit all dividends, distributions, and other amounts paid or derived from any property and interests charged as described in this paragraph (a) (provided that such dividends, distributions and other amounts are dealt with by the Chargor in accordance with and to the extent required by the terms of the Facility Agreement) and (ii) exercise and direct the exercise of voting rights and all other rights and powers attached to the assets and rights charged as described in this paragraph (a) in any manner which it sees fit other than a manner which is materially prejudicial to the interests of the Secured Parties in relation to the Security over the Charged Property constituted by the Charge or is in breach of any Finance Document.

(b)

<u>Name of Company</u>	<u>No. of Shares</u>	<u>Class of Shares</u>	<u>Nominal Value of each Share</u>
Songbird Finance	986,831,887	Ordinary	£1
Songbird Finance (Two)	940,050,000	Ordinary	£1
Songbird Acquisition	396,518,130	Ordinary	£0.10

#### Assignment

The Chargor has assigned absolutely, in favour of the Security Trustee (as security trustee for the Secured Parties) subject to the right to re-assignment on redemption described in the Charge, all (if any) of its rights, title and interest on or after the date of the Charge in all Intercompany Loans, save to the extent that the terms of such agreements and arrangements (as at the date of the Charge) prohibit such assignment, in which case the purported assignment of such rights as described in this section shall operate as an assignment

of the proceeds of any payments which the Chargor may derive from that right or be entitled to in respect of that right.

Until and unless the Security constituted by the Charge is enforceable in accordance with the terms of the Charge, the Chargor may continue to deal freely with the counterparties to the assigned Intercompany Loans and to exercise its rights and perform its obligations under and in respect of the same provided it does so in compliance with the terms of the Facility Agreement.

The Security constituted by or pursuant to the Charge shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Security Trustee or any other Secured Party may at any time hold in respect of any of the Secured Obligations and it is declared pursuant to the Charge that no prior Security held by the Security Trustee or any other Secured Party over the Charged Property or any part thereof shall merge in the Security created by or pursuant to the Charge.

#### **Further assurance**

The Charge contains covenants for further assurances.

#### **Power of attorney**

- (a) The Chargor has appointed irrevocably and by way of security for the performance of its obligations under the Charge the following, namely:
  - (i) the Security Trustee;
  - (ii) each and every person to whom the Security Trustee shall from time to time have delegated the exercise of the power of attorney described in this section; and
  - (iii) any Receiver appointed hereunder and for the time being holding office as such,

jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Chargor (but which the Chargor has not promptly taken action in respect of, following a request to do so from any person listed at subparagraphs (i) to (iii) above) by or pursuant to the Charge (including but not limited to the obligations of the Chargor described in the section entitled 'Further Assurance' above), for carrying any sale, lease or other dealing by the Security Trustee or such Receiver into effect and generally for enabling the Security Trustee and the Receiver to exercise the respective powers conferred on them by or pursuant to the Charge or by law. The Security Trustee shall have full power to delegate the above power conferred on it as described in this section, but no such delegation shall preclude the subsequent exercise of such power by the Security Trustee itself or preclude the Security Trustee from making a subsequent delegation thereof to some other person; any such delegation may be revoked by the Security Trustee at any time.

- (b) The power of attorney granted as described in this section is as regards the Security Trustee, its delegates and any such Receiver (and as the Chargor has acknowledged pursuant to the Charge) granted irrevocably and for value as part of the Security constituted by the Charge to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.



### **SCHEDULE 3 DEFINITIONS**

**"Amendment Agreement"** means an amendment and restatement agreement dated 13 October 2009 made between, amongst others, the Chargor and the Security Trustee;

**"Charged Property"** means all of the property, assets and income both present and future of the Chargor from time to time charged to the Security Trustee by or pursuant to the Charge and each and every part thereof;

**"CWG"** means Canary Wharf Group plc, a company incorporated under the laws of England and Wales with registered number 4191122;

**"Debenture"** means the debenture granted by Songbird Finance, Songbird Acquisition and Songbird Finance (Two) entered into in favour of the Security Trustee;

**"Existing Facility Agreement"** means the facility agreement dated 17 May, 2007 between, amongst others, the Chargor, Songbird Finance, Citigroup Global Markets Limited as arranger and Morgan Stanley Mortgage Servicing Limited as agent and security trustee;

**"Extension Notice"** means a notice substantially in the form set out in schedule 4 of the Facility Agreement;

**"Facility"** means the term loan facility made available under the Facility Agreement;

**"Facility Agreement"** means a facility agreement dated 24 September 2009 (as amended and restated pursuant to the Amendment Agreement) made between, amongst others, the Chargor and the Lenders;

**"Fee Letter"** means the letter dated on or about the date of the Facility Agreement between the Lenders and Songbird Finance setting out certain fees payable in connection with the Facility;

**"Finance Document"** means the Facility Agreement, the Fee Letter, any Security Trustee Fee Letter, any Extension Notice, any Security Trustee Accession Letter, the Security Documents, the Warrant Documents, the Subordination and Repayment Agreements and any other document designated as such by the Lenders and Songbird Finance;

**"Finance Parties"** means the Security Trustee and the Lenders;

**"First Charge"** means all or any of the security created by or pursuant to the Original Holdco Charge;

**"Group"** means the Chargor and all of its Subsidiaries and **"member of the Group"** means any of them;

**"Initial CWG Shares"** means all of the shares in the capital of CWG held by the Chargor and Songbird Finance at the date of the Facility Agreement;

**"Intercompany Loan"** means any loan (whether or not subordinated to all or any of the Secured Obligations) due or owing to the Chargor at the date of the Charge or from time to time by any other member of the Group and all interests accruing therefrom and all rights relating thereto including any security and remedies therefor;

**"Lender"** means:

- (a) each of Qatar Holding Luxembourg II Sarl, Land Breeze S.à r.l, Chichester Fund Limited, MSREF IV TE Holding, L.P. (acting through its general partner, MSREF IV TE Holding-GP, L.L.C.), Morgan Stanley Real Estate Fund IV International-T, L.P., Morgan Stanley Real Estate Investors IV International, L.P., and Morgan Stanley Real Estate Fund IV Special International, L.P.; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with clause 22 (*Changes to the Lenders*) of the Facility Agreement t,

which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement;

**"Obligor"** means each of Songbird Finance, Songbird Acquisition, Songbird Finance (Two) and the Chargor;

**"Original Holdco Charge"** means the charge dated 21 May 2007 granted by the Chargor in favour of the Finance Parties (as defined in the Existing Facility Agreement);

**"Receiver"** means a receiver or a receiver and manager in each case appointed pursuant to the provisions of the Charge or pursuant to any applicable law not in either such case being an "administrative receiver" as defined by section 251 of the Insolvency Act 1986;

**"Secured Parties"** means all and each of the Finance Parties and **"Secured Party"** shall be construed accordingly;

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

**"Security Documents"** means the Debenture and the Charge and any other document entered into between the Security Trustee and any Obligor designated as such by the Lenders and Songbird Finance;

**"Security Trustee Accession Letter"** means a letter substantially in the form set out in schedule 6 (*Form of Security Trustee Accession Letter*) of the Facility Agreement;

**"Security Trustee Fee Letter"** means any letter or letters between the Security Trustee and Songbird Finance setting out the fee referred to in clause 10.2 (*Security Trustee fee*) the Facility Agreement;

**"Songbird Acquisition"** means Songbird Acquisition Limited, a company incorporated under the laws of England and Wales with registered number 05075686;

**"Songbird Finance"** means Songbird Finance Limited, a company incorporated under the laws of England and Wales with registered number 06208721;

**"Songbird Finance (Two)"** means Songbird Finance (Two) Limited, a company incorporated under the laws of England and Wales with registered number 07020675;

**"Subordination and Repayment Agreements"** means:

- (a) the agreement with Songbird Acquisition as creditor and Songbird Finance as debtor;
- (b) the agreement with Songbird Finance (Two) as creditor and Songbird Finance as debtor; and
- (c) the agreement with the Chargor as creditor and Songbird Finance as debtor,

each dated on or about the date of the Facility Agreement and each recording the subordination and repayment terms in relation to existing inter-company loans between such parties in relation to the Chargor's purchase of the Initial CWG Shares;

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006; and

**"Warrant Documents"** means the warrant instrument entered into by the Chargor on or about the date of the Facility Agreement and any warrants issued or to be issued thereunder, each in agreed form.



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5043352  
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE DATED 21 OCTOBER 2009  
AND CREATED BY SONGBIRD ESTATES PLC. FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR  
TO WILMINGTON TRUST (LONDON) LIMITED AND/OR ANY  
OTHER SECURED PARTY AND/OR ANY RECEIVER 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 28 OCTOBER  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 OCTOBER  
2009

*D. Seab.*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES