

# MG02

## Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a mortgage or charge

☐ **What this form is NOT**  
You cannot use this form  
a statement of satisfactio  
or in part of a fixed charg  
company registered in S  
do this, please use form

TUESDAY



LD2 \*LC1SJQPO\* 159

COMPANIES HOUSE

### 1 Company details

Company number 5 3 8 9 3 8 5  
Company name in full Canary Wharf Holdings (FC2) Limited  
(the "Company")

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 Creation of charge

Date charge created d1 d5 m0 m3 y2 y0 y0 y5  
Description ① Debenture  
Date of registration ② d2 d6 m0 m3 y2 y0 y0 y5

- ① You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'  
② The date of registration may be  
confirmed from the certificate

### 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders  
Name Deutsche Pfandbriefbank AG (the "Agent")  
Address 30 St Mary Axe, London  
Postcode E C 3 A 8 B F  
Name  
Address  
Postcode  
Name  
Address  
Postcode

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

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**4** 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 Section 4 Continuation Page (Short Particulars of all the Property Mortgaged or Charged) of this Form

**5** Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ❶

☒ In full

☐ In part

❶ Please tick one box only

**6** 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. The contact information you give will be visible to searchers of the public record.

Contact name Nicola Hemsley/70-40474689

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 4215



### 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 completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ You have signed the form



### Important information

Please note that all information on this form will appear on the public record.



### 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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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

#### 1. Charging Clause

##### 1.1 Fixed Charges

The Company, as security for the payment of the Indebtedness, has charged in favour of the Agent as security trustee with full title guarantee the following assets, both as at 15 March 2005 and future, from time to time owned by it or in which it has an interest:

(a)

(1) by way of first legal mortgage all freehold and leasehold property (including the property specified in Schedule 2 of the Debenture, as set out in Schedule 2 below) together with all buildings and fixtures (including trade fixtures) on that property; and

(11) by way of first equitable mortgage, all the Subsidiary Shares (including the shares specified in Schedule 3 of the Debenture, as set out in Schedule 3 below) and all corresponding Distribution Rights;

(b) by way of first fixed charge:

(1) all other interests (not charged under clause 3.1 (a) of the Debenture, as set out in clause 1.1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

(11) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;

(111) all debts and monetary claims and all rights against third parties in respect of such debts and claims;

(1v) all monies standing to the credit of its accounts (including the Blocked Accounts and the Other Accounts) with any bank, financial institution or other person and all rights related to those accounts;

(v) its rights as at 15 March 2005 and thereafter to recover VAT on any supplies made to it relating to the Property and any sums so recovered,

(v1) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets;

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(vii) the Insurance Policies in relation to the Property and Property Assets,

(viii) its goodwill and uncalled capital, and

(ix) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, all its rights and interests in (and claims under) the Assigned Assets

#### 1.2 Floating Charge

As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Agent (for the benefit of itself and the other Finance Parties) by way of first floating charge all its assets as at 15 March 2005 and future assets not effectively charged by way of first fixed charge and/or mortgage under clause 3.1 (Fixed Charges) of the Debenture, as set out in clause 1.1 above, or assigned under clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below

#### 1.3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company with full title guarantee has assigned by way of security absolutely to the Agent all its rights, title and interest in the Assigned Assets, provided that on payment or discharge in full of the Indebtedness the Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct).

(b) Unless an Event of Default is outstanding, but subject to clause 8.3 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements

#### 1.4 Conversion of Floating Charge

If:

(a) a Declared Default has occurred; or

(b) the Agent is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over

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those assets in the form which the Agent requires.

#### 1.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security Interest (except as permitted by the Facility Agreement or with the prior consent of the Agent) on or over any Floating Charge Asset without the prior consent in writing of the Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

#### 2. Further Assurance

##### 2.1 General

(a) The Company will, at its own expense, promptly following request by the Agent, execute such deeds and other agreements and otherwise take whatever action the Agent may reasonably require:

- (i) to protect or, following an Event of Default which is outstanding, perfect the security created (or intended to be created) by the Debenture;
- (ii) following an Event of Default which is outstanding, to facilitate the realisation or enforcement of such security,
- (iii) to facilitate the exercise of any of the Agent's rights, powers or discretions under the Debenture; and/or
- (iv) to confer on the Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture,

including, following an Event of Default which is outstanding, the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

(b) Any security document required to be executed by the Company under clause 5.1 of the Debenture will contain clauses corresponding to the provisions set out in the Debenture

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### 3. Negative Pledge and Disposal Restrictions

The Company may not:

- (a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend, factor, discount or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so;
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Facility Agreement or with the prior consent of the Agent

### SCHEDULE 1

#### CHARGORS

Name	Registered Number
Canary Wharf Funding (FC2/FC4) Ltd (Borrower)	5389382
Canary Wharf Investments (FC2) Ltd	5389364
Canary Wharf Investments (FC4) Ltd	5389386
Canary Wharf Properties (FC2) Ltd	5389387
Canary Wharf Properties (FC4)	5389389
Canary Wharf Holdings (FC2) Ltd	5389385
Canary Wharf Holdings (FC4) Ltd	5389391
Canary Wharf Retail (FC2) Ltd	5389395
Canary Wharf Retail (FC4) Ltd	5389396
Canary Wharf (FC2) Ltd (formerly known as Canary Wharf (FC4) Limited)	5389394

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### SCHEDULE 2 DETAILS OF PROPERTIES

Charging company	Interest	Description	Title no
Canary Properties Limited	Wharf (FC4) d	Leasehol Floors ground (part) and one to six (and associated structure), Building FC4, Canary Wharf, London E14	Not yet registered (pending title number EGL482553)
Canary Properties Limited	Wharf (FC4) d	Leasehol Floors seven to ten (and associated structure) Building FC4, Canary Wharf, London E14	New interest - not yet registered

### SCHEDULE 3

#### SUBSIDIARY SHARES

Charging company	Subsidiary	Number and class of shares
Canary Wharf Funding (FC2/FC4) Limited	Canary Wharf Investments (FC2) Limited	One ordinary share
Canary Wharf Funding (FC2/FC4) Limited	Canary Wharf Investments (FC4) Limited	One ordinary share
Canary Wharf Funding (FC2/FC4) Limited	Canary Wharf Properties (FC2) Limited	One ordinary share
Canary Wharf Funding (FC2/FC4) Limited	Canary Wharf Properties (FC4) Limited	One ordinary share
Canary Wharf Funding (FC2/FC4) Limited	Canary Wharf Holdings (FC2) Limited	One ordinary share
Canary Wharf Funding (FC2/FC4) Limited	Canary Wharf Holdings (FC4) Limited	One ordinary share
Canary Wharf Funding (FC2/FC4) Limited	Canary Wharf (FC2) Ltd (formerly known as Canary Wharf (FC4) Limited)	One ordinary share
Canary Wharf Holdings (FC2) Limited	Canary Wharf Retail (FC2) Limited	One ordinary share
Canary Wharf Holdings (FC4) Limited	Canary Wharf Retail (FC4) Limited	One ordinary share



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**SCHEDULE 4**

**DEFINITIONS**

In this Form MG02:

**"Assigned Agreements"** means the Property Acquisition Agreements (as such term is defined in the Debenture), any Asset Management Agreement, all Occupational Leases (as both such terms are defined in the Facility Agreement and the Head Leases (as such term is defined in the Legal Mortgage);

**"Assigned Assets"** means the Assigned Agreements, all Rental Income (as such term is defined in the Facility Agreement) and the benefit of all buildings, professional and other contracts, deeds, licences, undertakings, agreements, consents, authorisations, rights, warranties, securities, covenants (including as to title), guarantees, bonds and indemnities or other documents of any nature as at 15 March 2005 or at any time enjoyed or held by the Company and all Value Added Tax (as such term is defined in the Facility Agreement) payable on the same,

**"Blocked Accounts"** means the accounts listed in part 1 of Schedule 5 of the Debenture and any interest the Company may have in any replacement account or any sub-division or sub-account of those accounts,

**"Borrower"** means Canary Wharf Funding (FC2/FC4) Limited (CRN. 5389382),

**"Charged Property"** means the assets mortgaged, charged or assigned to the Agent by the Debenture,

**"Chargors"** means each of the companies listed in Schedule 1 to the Debenture, as set out in Schedule 1 hereto;

**"Declared Default"** means an Event of Default which has resulted in the Agent exercising any of its rights under clause 18 (Default) of the Facility Agreement,

**"Distribution Rights"** means all dividends, distributions and other income paid or payable on a Subsidiary Share, together with all shares or other property derived from that Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

**"Event of Default"** means any event specified in clause 18

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Short particulars	<p>(Default) of the Facility Agreement;</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 14 March 2005 (as amended) under which certain lenders have made available £369,375,000 of facilities to the Borrower;</p> <p><b>"Finance Document"</b> means:</p> <ul style="list-style-type: none"> <li>(a) the Facility Agreement;</li> <li>(b) each Duty of Care Agreement,</li> <li>(c) the Fees Letter,</li> <li>(d) the Margin Side Letter,</li> <li>(e) a Novation Certificate;</li> <li>(f) each Security Document;</li> <li>(g) the Subordination Deed; and/or</li> <li>(h) any other document designated as such by the Agent and the Borrower</li> </ul> <p>(as all such terms are defined in the Facility Agreement);</p> <p><b>"Finance Party"</b> means the Joint Arrangers, the Servicer, a Lender or the Agent (as all such terms are defined in the Facility Agreement);</p> <p><b>"Floating Charge Asset"</b> means an asset charged under clause 3 2 (Floating Charge) of the Debenture, as set out in clause 1.2;</p> <p><b>"Indebtedness"</b> means all money or liabilities due, owing or incurred to any Finance Party by any Chargor or any other Obligor under any Finance Document as at 15 March 2005 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985;</p> <p><b>"Insurance Policy"</b> means any policy of insurance or assurance in which an Obligor may at any time have an interest entered into in accordance with clause 17.20 (Insurances) of the Facility Agreement;</p> <p><b>"Legal Mortgage"</b> means the legal mortgage dated 15 March 2005 between the CW Guarantors in favour of the Agent, and delivered to the Agent pursuant to clause 4 (Conditions Precedent) of the Facility Agreement (as such terms are defined in the Facility</p>

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4	<b>Short particulars of all the property mortgaged or charged</b>
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Short particulars	<p>Agreement),</p> <p><b>"Obligor"</b> means the Borrower and each Guarantor (as such term is defined in the Facility Agreement),</p> <p><b>"Other Accounts"</b> means the accounts specified in part 2 of Schedule 5 of the Debenture and any interest that the Company may have in any replacement account or any sub-division or sub-account of those accounts,</p> <p><b>"Property"</b> means all freehold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested, including the property, if any, specified in Schedule 2 of the Debenture, as set out in Schedule 2 below;</p> <p><b>"Property Acquisition Agreements"</b> means all of the Chargors' rights (including but not limited to rights' against the transferor in respect of any covenant given by the transferor) pursuant to any Forms TR1 or other property acquisition documents pursuant to which the interests in any Property are acquired by a Chargor,</p> <p><b>"Property Assets"</b> means the Property, the Insurance Policy, the Accounts, the Occupational Leases and the shares in each SPV Obligor (as all such terms are defined in the Facility Agreement),</p> <p><b>"Security Interest"</b> means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security, and</p> <p><b>"Subsidiary Shares"</b> means all the shares owned by the Company in its subsidiaries from time to time</p>