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**MG01**

Particulars of a mortgage or charge



**iris**  
LASERFORM

**A fee is payable with this form**

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

Please see 'How to pay' on the last page



**What this form is for**

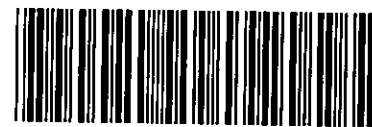
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

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

WEDNESDAY



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LD2

31/08/2011

62

COMPANIES HOUSE

For official use

**1**

**Company details**

Company number

0 5 3 8 9 3 8 6

Company name in full

Canary Wharf Investments (FC4) Limited

(the "Company")

6

**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

d2 d5 m0 m8 y2 y0 y1 y1

**3**

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Twelfth Supplemental Composite Debenture dated 25 August 2011 (the  
"Debenture") between, amongst others, the Company, CW Lending II Limited,  
CWCB Finance II Limited, Canary Wharf Limited, Canary Wharf Finance II  
plc and Deutsche Trustee Company Limited.

**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 (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 the  
Debenture contravening Section 151 of the Companies  
Act 1985 (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

Canary Wharf Finance II plc

Address

30th Floor, 1 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

Please see the continuation page attached for details of the property charged and defined terms not otherwise defined in the body of this form MG01

# MG01

## 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

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 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

*Clifford Chance*

X

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 Chris Brooks (70-40495612)

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

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](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)**

# MG01 - continuation page

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

Continuation page to Form MG01 for Canary Wharf Investments (FC4) Limited  
(registered in England and Wales with company number 05389386)

### 1. FIXED SECURITY

#### 1.1 Mortgage

Under the Debenture, the Company, as security for the payment of all the Secured Liabilities, has charged in favour of the Issuer by way of a first legal mortgage, the property held by it specified in paragraph 3 below

#### 1.2 Assignment

Under the Debenture, the Company, as security for the payment of all the Secured Liabilities, has 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

#### 1.3 Miscellaneous

- (a) A reference in paragraph 1 (Fixed Security) 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 by the Debenture as described in paragraphs 1.1 (Mortgage) and 1.2 (Assignment) above, 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

#### 1.4 Present and future assets

A reference in paragraph 1 (Fixed Security) to any assets includes, unless the context otherwise requires, present and future assets

### 2. DEFINED TERMS

#### 2.1 In this Form MG01 the following terms have the following meanings

"Account Bank" means Barclays Bank PLC acting through its London Customer

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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Service Centre at 1 Churchill Place, London E14 5HP or any successor or replacement bank agreed by the Issuer, the Trustee and the Borrower under Clause 11.7 of the Intercompany Loan Agreement

**"Additional Mortgaged Property"** means the property as detailed in paragraph 3 below

**"Bank Account Agreement"** means the Original Bank Account Agreement, the Further Bank Account Agreement, the Second Further Bank Account Agreement, the Third Further Bank Account Agreement or the Fourth Further Bank Account Agreement

**"Borrower"** means CW Lending II Limited of One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 03929555)

**"Cash Management Agreement"** means the Original Cash Management Agreement as amended and restated by the Restated Cash Management Agreement, as further amended and restated by the Second Restated Cash Management Agreement, as further amended and restated by the Third Restated Cash Management Agreement, as further amended and restated by the Fourth Restated Cash Management Agreement, as further amended and restated by the Fifth Restated Cash Management Agreement, as further amended and restated by the Sixth Restated Cash Management Agreement and as further amended and restated by the Seventh Restated Cash Management Agreement and as further varied, supplemented, amended and restated from time to time

**"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 Company that are the subject of any security created by the Debenture as described in paragraph 1 above

**"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, each Sixth 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

**"Charging Subsidiary Accession Deed"** means a deed substantially in the form of Schedule 4, Part 1, to the Intercompany Loan Agreement with such amendments as the Issuer and the Trustee may approve or require.

**"Composite Debenture"** means the Original Composite Debenture as amended and supplemented by the First Supplemental Composite Debenture, the Second Supplemental Composite Debenture, the Third Supplemental Composite Debenture, the Fourth Supplemental Composite Debenture, the Fifth Supplemental Composite Debenture, the Sixth Supplemental Composite Debenture, the Seventh Supplemental Composite Debenture and the Eighth Supplemental Composite Debenture, the Ninth Supplemental Composite Debenture, the Tenth Supplemental Composite Debenture, the Eleventh Supplemental Composite Debenture, and as may be further amended and supplemented by any further supplemental composite debenture

**"CWFH Share Charge"** means the charge dated 6th June, 2000 between CWFH II

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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

and the Trustee in favour of Bannerclose Limited and as amended and supplemented by the Supplemental CWFH Share Charge

**"CWFH II"** means CW Finance Holdings II Limited having its registered office at One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 04007784)

**"CWL"** means Canary Wharf Limited, having its registered office is at One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 01971312)

**"DS6 Debenture"** means the debenture dated on or about the Further Closing Date, as amended and restated on or around 22 December, 2003, entered into by the DS6 Facility Provider in favour of the DS6 Borrowers pursuant to the DS6 Facility Agreement

**"DS6 Facility Agreement"** means the loan facility agreement dated on or about the Further Closing Date, as amended and restated on or around 22 December, 2003, entered into between, inter alios the DS6 Borrower, the DS6 Facility Provider and the Trustee

**"Fifth Further Closing Date"** means 23 April 2007

**"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, and the CWFH Share Charge, a Subordination Deed, a Charging Subsidiary Accession Deed, a Jersey Chargor 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

**"Finance Lessor Charge"** means the charge dated 25 May 2005 executed by the Finance Lessor in favour of the Issuer and the Trustee

**"Fixtures"** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery (but excluding in each case all tenant's fixtures and fittings, plant and machinery) on a Mortgaged Property

**"Floating Charge Agreement"** means the Original Floating Charge Agreement as amended and supplemented by the First Supplemental Floating Charge Agreement, the Second Supplemental Floating Charge Agreement, the Third Supplemental Floating Charge Agreement, the Fourth Supplemental Floating Charge Agreement, the Fifth Supplemental Floating Charge Agreement, and the Sixth Supplemental Floating Charge Agreement, as may be further amended and supplemented by any further supplemental floating charge agreement

**"Floating Charge Trust Deed"** means the Original Floating Charge Trust Deed as amended and supplemented by the First Supplemental Floating Charge Trust Deed, the Second Supplemental Floating Charge Trust Deed, the Third Supplemental Floating Charge Trust Deed, the Fourth Supplemental Floating Charge Trust Deed, the Fifth Supplemental Floating Charge Trust Deed and the Sixth Supplemental Floating Charge Trust Deed, as may be further amended and supplemented by any further supplemental floating charge trust

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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

deed

**"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, as amended and restated by a sixth supplemental agreement and as amended and restated pursuant to a seventh supplemental agreement

**"Intermediate Borrower"** means CWCB Finance II Limited whose registered office is at One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 03605340).

**"Issuer"** means Canary Wharf Finance II plc, whose registered office is at 1 Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with number 03929593)

**"Jersey Chargor Accession Deed"** means a deed substantially in the form of Schedule 4, Part 2 to the Intercompany Loan Agreement, with such amendments as the Issuer and the Trustee may approve or require

**"Jersey Chargors"** means the companies incorporated in Jersey which accede to the Intercompany Loan Agreement in accordance with Clause 24.4 (Jersey Chargors) thereof (for the avoidance of doubt at all times acting in their capacity as trustees of the relevant Unit Trust)

**"Jersey Security Interest Agreement"** means each Jersey security interest agreement creating a Security Interest over the units in each of the Unit Trusts held by the relevant Sixth New Charging Subsidiary

**"Lease"** means a lease of an Original Mortgaged Property, a New Mortgaged Property, a Second New Mortgaged Property, a Third New Mortgaged Property, a Fourth New Mortgaged Property, a Fifth New Mortgaged Property or a Sixth New Mortgaged Property granted or to be granted pursuant to an Agreement for Lease, or any Existing Lease or any New Lease (as the context so requires)

**"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, 23 April 2007 and 17 November 2010

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

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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

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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,

- (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

"Obligor" means the Borrower, a Charging Subsidiary or a Jersey Chargor

"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 Jersey Chargor 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

"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 same 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

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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

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 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 thereon;
- (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 Account"** 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

**"Security Document"** means.

- (a) the Composite Debenture,
- (b) a Supplemental Charge,
- (c) the Floating Charge Agreement;
- (d) the Floating Charge Trust Deed,
- (e) the CWFH Share Charge,
- (f) the Finance Lessor Charge, or
- (g) the Jersey Security Interest Agreements

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

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

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

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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

**Subordination Deed** means

- (a) the subordination deed dated 6th June, 2000 between CWL, the Original Charging Subsidiaries, the Borrower, the Issuer and the Trustee, or
- (b) the subordination deed dated the Further Closing Date between (amongst others) the New Charging Subsidiaries, the Borrower, the Trustee and the Issuer,
- (c) the subordination deed dated the Second Further Closing Date between (amongst others) the Second New Charging Subsidiaries, the Borrower, the Trustee and the Issuer;
- (d) the subordination deed dated the Third Further Closing Date between (amongst others) the Third New Charging Subsidiaries, the Borrower, the Trustee and the Issuer,
- (e) the subordination deed to be executed on or about the Fourth Further Closing Date between (amongst others) the Fourth New Charging Subsidiaries, the Borrower, the Trustee and the Issuer,
- (f) the subordination deed to be executed on or about the Fifth Further Closing Date between (amongst others) the Borrower, the Trustee and the Issuer;
- (g) the subordination deed dated on or about the Seventh Effective Date between the Sixth New Charging Subsidiaries, the Jersey Chargors, the Borrower, the Issuer and the Trustee,
- (h) a subordination deed executed or to be executed between (amongst others) the Borrower, the Trustee and the Issuer substantially in the form of Schedule 6 to the Intercompany Loan Agreement

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

**"Trustee"** means Deutsche Trustee Company Limited, formerly known as Bankers Trustee Company Limited, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB (which expression shall include such company and all other persons and companies for the time being acting under the Debenture in the capacity of the trustee or trustees)

**"Qualified Bank"** means a bank whose unsecured, unguaranteed short-term debt is rated by each of the Rating Agencies with the then highest rating attributable to unsecured, unguaranteed short-term debt obligations and which is a bank as defined in Section 991 of the Income Tax Act 2007 and which pays any interest on the Accounts in the ordinary course of its

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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

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business within the meaning of Section 878 of the Income Tax Act 2007

#### 2 2 Terms defined elsewhere

Terms not expressly defined in this Form MG01 have the meanings given to those terms in the Intercompany Loan Agreement and the Master Definitions Agreement.

#### 3 REAL PROPERTY - PROPERTY INTERESTS

FC2

#### 10 CABOT SQUARE

- a) Reversionary lease of Unit FC2 S 20 at 10 Cabot Square, Canary Wharf, London E14 dated on or about the date of the Debenture between (1) 10 Cabot Square II Trustee No 1 Limited and 10 Cabot Square II Trustee No 2 Limited (2) Canary Wharf Management Limited (3) Canary Wharf Management (FC2/FC4) Limited and (4) Canary Wharf Retail (FC2) Limited (pending registration at the Land Registry)
- b) Supplemental lease of Unit FC2 S 20 at 10 Cabot Square, Canary Wharf, London E14 dated on or about the date of the Debenture between (1) 10 Cabot Square II Trustee No 1 Limited and 10 Cabot Square II Trustee No 2 Limited (2) Canary Wharf Management Limited (3) Canary Wharf Management (FC2/FC4) Limited and (4) Canary Wharf Retail (FC2) Limited (pending registration at the Land Registry)
- c) Supplemental lease of parts of Parcel FC2 (Units FC2.S.20 and FC2 P 35) at 10 Cabot Square, Canary Wharf, London E14 dated on or about the date of the Debenture between (1) Canary Wharf Investments (FC2) Limited (2) Canary Wharf Holdings (FC2) Limited (3) Canary Wharf Management Limited and (4) Canary Wharf Limited (pending registration at the Land Registry)
- d) Supplemental underlease of parts of Parcel FC2 (Units FC2.S 20 and FC2.P 35) at 10 Cabot Square, Canary Wharf, London E14 dated on or about the date of the Debenture between (1) Canary Wharf Holdings (FC2) Limited (2) 10 Cabot Square II Trustee No. 1 Limited and 10 Cabot Square II Trustee No 2 Limited and (3) Canary Wharf Management Limited (pending registration at the Land Registry)

FC4

#### 20 CABOT SQUARE

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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

- e) Reversionary lease of Unit FC4 S 55 at 20 Cabot Square, Canary Wharf, London E14 dated on or about the date of the Debenture between (1) 20 Cabot Square II Trustee No 1 Limited and 20 Cabot Square II Trustee No 2 Limited (2) Canary Wharf Management Limited (3) Canary Wharf Management (FC2/FC4) Limited and (4) Canary Wharf Retail (FC4) Limited (pending registration at the Land Registry)
- f) Supplemental lease of Unit FC4 S 55 at 20 Cabot Square, Canary Wharf, London E14 dated on or about the date of the Debenture between (1) 20 Cabot Square II Trustee No. 1 Limited and 20 Cabot Square II Trustee No 2 Limited (2) Canary Wharf Management Limited (3) Canary Wharf Management (FC2/FC4) Limited and (4) Canary Wharf Retail (FC4) Limited (pending registration at the Land Registry)
- g) Supplemental lease of parts of Parcel FC4 (Units FC4 S 40, FC4 S:50 and FC4 S 55) at 20 Cabot Square, Canary Wharf, London E14 dated on or about the date of the Debenture between (1) Canary Wharf Investments (FC4) Limited (2) Canary Wharf Holdings (FC4) Limited (3) Canary Wharf Management Limited and (4) Canary Wharf Limited (pending registration at the Land Registry)
- h) Supplemental overriding underlease of parts of Parcel FC4 (Units FC4 S.40, FC4 S.50 and FC4 S 55) at 20 Cabot Square, Canary Wharf, London E14 dated on or about the date of the Debenture between (1) Canary Wharf Holdings (FC4) Limited (2) 20 Cabot Square II Trustee No 1 Limited and 20 Cabot Square II Trustee No 2 Limited and (3) Canary Wharf Management Limited (pending registration at the Land Registry)

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

#### 4 ADDITIONAL INFORMATION

The Debenture contains

- (a) restrictions on the ability of the Company to create or permit to subsist any Security Interest on its Charged Property or sell, transfer, grant, lease or otherwise dispose of its Charged Property, and
- (b) a covenant for further assurances by the Company



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

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

**COMPANY NO. 5389386  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A TWELFTH SUPPLEMENTAL  
COMPOSITE DEBENTURE DATED 25 AUGUST 2011 AND  
CREATED BY CANARY WHARF INVESTMENTS (FC4) LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO THE ISSUER, THE INTERMEDIATE  
BORROWER AND TO THE CASH MANAGER 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 31 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 SEPTEMBER  
2011

L C



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES