

MG01

Particulars of a mortgage or charge



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 re-
particulars of a charge for a S
company. To do this, please use
form MG01s

WEDNESDAY



LFD1LPD1

LD3

24/11/2010

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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")

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 d7 m1 m1 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 Sixth Supplemental Floating Charge Agreement dated 17 November 2010 (the
"Sixth Supplemental Floating Charge Agreement"), in favour of Deutsche
Trustee Company Limited (as security trustee for the Beneficiaries, the
"Security Trustee", which expression includes any person appointed as
trustee from time to time in accordance with the Sixth Supplemental
Floating Charge Trust Deed) and made between the Security Trustee and the
Chargors.

4 Amount secured

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

Amount secured Unless defined elsewhere in this Form MG01, please
see attached Section 6 continuation page (*Short
particulars of all the property mortgaged or
charged*) for the defined terms which are used
throughout this Form (including in such
continuation pages).

The present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any capacity whatsoever)
of the FT Obligors to the Beneficiaries under the
FT Finance Documents except for any obligation
which, if it were so included, would cause that
obligation or liability, or any of the security in
respect thereof to be unlawful or prohibited by any
applicable law (the "Obligations").

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

Deutsche Trustee Company Limited (Security Trustee)

Address

Winchester House, 1 Great Winchester Street, London

Postcode

E C 2 N 2 D 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 attached Section 6 continuation page (*Short particulars of all the property mortgaged or charged*)

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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

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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).

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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 Nicola Hemsley/70-40474689

Company name Clifford Chance LLP
(via CH London Counter)

Address 10 Upper Bank Street

Post town

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 4215



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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6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p style="text-align: center;">DEFINITIONS</p> <p>"Beneficiaries" means in relation to the Floating Charge Trust Deed and the Floating Charge Agreement, Canary Wharf Finance II plc and Barclays Bank PLC, together with any person who becomes a Beneficiary pursuant to an accession deed or other document which amends, supplements or replaces the Floating Charge Trust Deed and "Beneficiary" has a corresponding meaning</p> <p>"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 (as each term is further defined in the Sixth Restated Master Definitions Agreement), and "Charging Subsidiaries" shall have a corresponding meaning.</p> <p>"Chargor" means the Original Chargors, the New Chargors, the Second New Chargors, the Third New Chargors, the Fourth New Chargors, the Fifth New Chargors, and the Sixth New Chargors (as each term is further defined in the Sixth Restated Master Definitions Agreement), and "Chargors" shall have a corresponding meaning.</p> <p>"CW Group" means any, or all, of Canary Wharf Group plc and all of its Subsidiaries.</p> <p>"Enforcement Event" means in relation to the Company the presentation of a petition to the court for the making of an administration order or the filing of documents with the court for the appointment of an administrator or the service of a notice of intention to appoint an administrator each in respect of a Company in accordance with Schedule B1 of the Insolvency Act 1986 by any person other than a party to the Original Floating Charge Agreement, 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, the Sixth Supplemental Floating Charge Agreement, the Original Floating Charge Trust Deed, 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 each term is further defined in the Sixth Restated Master Definitions Agreement).</p> <p>"Finance Transaction" means each transaction or other arrangement pursuant to which a Chargor, whether alone or with others, grants any form of security to secure all or any part of the financial indebtedness of any member of the CW Group owed to a Beneficiary or the Security</p>	

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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

Trustee

"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 (as each term is further defined in the Sixth Restated Master Definitions 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 deed (as each term is further defined in the Sixth Restated Master Definitions Agreement).

"Floating Security" means the floating security interests from time to time constituted by or pursuant to, or evidenced by the Floating Charge Trust Deed.

"FT Charged Assets" means the assets and undertaking of the Company for the time being charged by way of Floating Security under the Floating Charge Agreement.

"FT Dedicated Security" means, in relation to each Beneficiary, the security constituted by the FT Finance Documents relating to such Beneficiary's Finance Transaction.

"FT Finance Documents" means the deeds, agreements and other documents which, together, represent a Finance Transaction.

"FT Fixed Charge Assets" means, in relation to the Company, those of its assets which are, or are purported to be, the subject of FT Dedicated Security which is fixed Security.

"FT Obligor" means, in respect of a Finance Transaction, any person who has entered into any obligation or liability to the relevant Beneficiary and/or other person or persons, fixed security for the discharge of which obligation or liability is held by that Beneficiary

"FT Security Period" means the period beginning on the date of the Floating Charge Trust Deed and ending on the date on which the Security Trustee is satisfied that all Obligations which have arisen have been unconditionally and irrevocably paid and discharged in

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>full</p> <p>"Issuer" means Canary Wharf Finance II plc, whose registered office is at One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with number 3929593)</p> <p>"Security" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security</p> <p>"Sixth Restated Master Definitions Agreement" means the definitions agreement dated 17 November 2010 made between, <i>inter alios</i>, the Issuer, the Security Trustee and the Charging Subsidiaries.</p> <p>"Subsidiary" means</p> <p>(a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006 and, in respect of a company incorporated in Jersey, within the meaning of articles 2 and 2A of the Companies (Jersey) Law 1991, and</p> <p>(b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006.</p> <p>"Unrelated Assets" means, in relation to the Company, those of its FT Charged Assets which are not FT Fixed Charge Assets</p> <p>SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</p> <p>FLOATING CHARGE</p> <p>The Company with the intent that the security so constituted will be a continuing security in favour of the Security Trustee (as trustee for the Beneficiaries) and subject to the proviso for reassignment upon the expiry of the FT Security Period, has charged in favour of the Security Trustee (as trustee for the Beneficiaries) by way of a first floating charge as security for the payment and discharge of the relevant Obligations, the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future</p> <p>FURTHER ASSURANCE</p> <p>The Sixth Supplemental Floating Charge Agreement contains covenants for further assurance</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

NEGATIVE PLEDGE

The Sixth Supplemental Floating Charge Agreement contains a negative pledge in the following form:

Unrestricted dealings: Without prejudice to any other provision in the relevant FT Finance Documents, the Company may, at any time when an Enforcement Event in relation to it is not subsisting and the Company is not in liquidation, without the consent of the Security Trustee:

- (a) dispose of or deal with any of the Unrelated Assets, or
- (b) create, permit or acquire any Security which affects any of the Unrelated Assets (except that the Company will not, without the Security Trustee's prior written consent, create, permit or acquire any Security which could result, whether directly or in certain events, in a person or group of persons other than the Security Trustee holding one or more fixed and floating, or floating Security, over the whole or substantially the whole of the assets and undertaking of the Company or which would enable that person or group of persons to appoint an administrative receiver (as defined in the Insolvency Act 1986) in respect of the Company or its assets or undertaking),

in such a manner as the Company considers fit



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. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SIXTH SUPPLEMENTAL FLOATING
CHARGE AGREEMENT DATED 17 NOVEMBER 2010 AND
CREATED BY CANARY WHARF INVESTMENTS (FC4) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE FT OBLIGORS TO THE BENEFICIARIES ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 24 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 NOVEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES