

MG01

Particulars of a mortgage or charge



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LASERFORM

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What this form is for

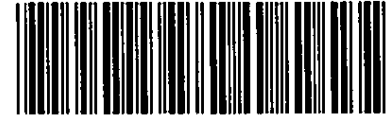
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



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

THURSDAY



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A11

22/12/2011

#167

COMPANIES HOUSE

1

Company details

Company number

7 7 2 4 2 1 5

Company name in full

Canary Wharf (BP4) T2 Limited (the **Chargor**)

1

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

d1 d6 m1 m2 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

A debenture dated 16 December 2011 (the **Deed**) between, amongst others, the **Chargor** and Barclays Bank PLC as security agent (the **Security Agent**)

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 the **Chargor** and each Transaction Obligor to each Finance Party under each Finance Document except for any obligation which, if it were so included, would result in the Deed contravening section 678 or 679 of the Companies Act 2006 (the **Secured Liabilities**)

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name

The Security Agent as security agent and trustee for the Parties

Address

1 Churchill Place, London

Postcode

E 1 4 5 H P

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

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Short particulars of all the property mortgaged or charged

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Short particulars

1. FIXED SECURITY

1.1 Creation of fixed security

The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Security Agent

(a) by way of a first legal mortgage

- (i) in the case of the Trustees and Investorco, the property specified in schedule 2 (Real Property) to the Deed,
- (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in subparagraph 1 1(a)(i) above) now or hereafter belonging to it, and
- (iii) all its rights, title and interest to the BP4 Intercompany Loan Agreement, and

(b) by way of a first fixed charge

- (i) (to the extent that they are not the subject of an effective mortgage under paragraph 1(a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it,
- (ii) all plant and machinery owned by it and its interest in any plant or machinery in its possession,
- (iii) all moneys standing to the credit of any account (including, without limitation, its interests in the Security Accounts) with any person and the debts represented by them;
- (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them,
- (v) (to the extent they are not the subject to an effective assignment under clause 1.2 (Assignment) below) below all its book and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing,
- (vi) (to the extent they are not the subject to an effective assignment under clause 1 2 (Assignment) below) all its rights under each Lease Document to which it is a party,

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- (vii) (to the extent they are not the subject to an effective assignment under clause 1.2 (Assignment) below) all its rights under each Development Document to which it is a party,
- (viii) (to the extent they are not the subject to an effective assignment under clause 1.2 (Assignment) below) all its rights under any Hedging Arrangements to which it is a party,
- (ix) (to the extent they are not the subject to an effective assignment under clause 1.2 (Assignment) below) all its rights under each appointment of a Managing Agent to which it is a party,
- (x) (to the extent they are not the subject to an effective assignment under clause 1.2 (Assignment) below) all its rights under each Parent Company Guarantee and each Performance Bond provided, granted or issued to it,
- (xi) any beneficial interest, claim or entitlement of the Chargor in any pension fund,
- (xii) its goodwill;
- (xiii) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other subparagraph in this clause and the right to recover and receive all compensation which may be payable to it in respect of them;
- (xiv) its uncalled capital; and
- (xv) all Shares held by it and/or any nominee on its behalf and all Related Rights

1.2 Assignment

The Chargor assigns absolutely to the Security Agent by way of security

- (a) in the case of the Trustees and Investorco, all its rights under each Lease Document relating to the Mortgaged Property to which it is a party,
- (b) all its rights under each Development Document relating to the Development to which it is a party,
- (c) all its rights under any Hedging Arrangements to which it is a party,
- (d) all its rights under each appointment of a Managing Agent to which it is a party,

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- (e) all its rights under each Parent Company Guarantee and each Performance Bond provided, granted or issued to it
- (f) in the case of the Trustees and Investorco, all Rental Income relating to or deriving from the Mortgaged Property,
- (g) in the case of the Trustees and Investorco, any guarantee of such Rental Income contained in or relating to any Occupational Lease Document, and
- (h) all its rights in respect of any contractor or policy of insurance taken out by it or on its behalf or in which it has an interest

1.3 Miscellaneous

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

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

2. FLOATING CHARGE

2.1 Creation of floating charge

The Chargor, as security for the payment of all of the Secured Liabilities, charges in favour of the Security Agent by way of a first floating charge all its assets not otherwise effectively mortgaged, assigned or charged by way of fixed mortgage, assignment or charge by clause 1 (Fixed Security) above

2.2 Automatic conversion

The floating charge created by this subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator

2.3 Qualifying floating charge

The floating charge created by this subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

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3. RESTRICTIONS ON DEALING

The Chargor may not, except as permitted under the Credit Agreement

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed, or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under clause 2.1 (Creation of floating charge) above, or
- (c) take or permit the taking of any action whereby the rights attaching to any of the Security Assets are altered or further shares in an SPV Obligor are issued

4. INTERPRETATION:

In the Form MG01

Agent means Barclays Bank PLC

Agreed Package means

- (a) the Sub-Contract,
- (b) in connection with any Warranty Professional, the form of Professional Appointment containing Third Party Rights or, to the extent the form of Professional Appointment does not contain Third Party Rights, together with the related Collateral Warranty;
- (c) in connection with any Warranty Trade Contractor, the form of Trade Contract containing Third Party Rights or, to the extent that the form of Trade Contract does not contain Third Party Rights, together with the related Collateral Warranty, and
- (d) the form of the Letter of Intent set out in the bundle of documents entitled "Finance - Construction Documents - Contracts, Appointments with Pre-Agreed Amendments",

in each case initialled by or on behalf of CWCL or Contractorco and the Agent before the first Drawdown Date for the purpose of identification

Agreement for Lease means an agreement to grant an Occupational Lease or Occupational Leases for all or part of the Site and any related guarantees or similar security therefor

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Arranger means Barclays Corporate, Deutsche Pfandbriefbank AG, Lloyds TSB Bank Plc And The Royal Bank Of Scotland plc

Architect means Kohn Pederson Fox Associates (International) PA or such other firm or company of architects appointed by CWCL or Contractorco for the Development with the prior written approval of the Agent (such approval not to be unreasonably delayed or withheld)

Base Works means the infrastructure relating to, and the construction works on, the Site necessary to achieve shell and core finish, as described in the Specifications and the Principal Agreement for Lease (but, in each case, excluding preliminary costs)

Beneficiary's Undertaking means the undertaking entered into or to be entered into by CWL and the Security Agent substantially in the form of part 1 of schedule 16 (Form of Beneficiary's Undertaking) to the Credit Agreement.

Borrower means Canary Wharf Holdings (BP4) Limited (Registered in England and Wales with registration number 5601373)

BP4 Intercompany Loan Agreement means the loan agreement entered into or to be entered into between the Borrower and the Trustees (on behalf of CWL) substantially in the form of schedule 17 (Form of BP4 Intercompany Loan Agreement) to the Credit Agreement

Brackendown Contract means the design and construct contract dated 31 March 1989 between CWL and CWCL under which CWCL agreed to design and construct phase II of the Canary Wharf estate (including, without limitation, the Development).

Building Services Engineer means Hilson Moran Partnership Limited or such other firm or company of building services engineers as may be appointed by CWCL or Contractorco in connection with the Development with the prior written approval of the Agent (such approval not to be unreasonably withheld or delayed)

Cat A Works means those construction works (not being Base Works or preliminary costs) on the Site required to achieve a developer's finish or as otherwise set out in the Specifications.

Collateral Warranty means, to the extent that the Trade Contract or Professional Appointment entered into by a Warranty Trade Contractor or a Warranty Professional does not contain Third Party Rights, each collateral warranty granted or to be granted by that Warranty Trade Contractor or that Warranty Professional, in favour of the Agent

Contractorco means Canary Wharf Contractors (BP4) Limited (Registered in England and Wales with registration number 5601406)

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Construction Management Agreement means the deed of construction management dated 5 August 2011 between the Principal Tenant, Contractorco and the Parent Guarantor.

Counterparty means

- (a) an Original Counterparty, or
- (b) any bank or financial institution appointed as a Counterparty pursuant to clause 30.5 (Additional Counterparties) of the Credit Agreement

Counterparty Accession Agreement means an agreement in the form of part 2 of schedule 8 (Form of Counterparty Accession Agreement) to the Credit Agreement

Credit Agreement means the £190,000,000 credit agreement dated 16 December 2011 between (amongst others) the parties to the Deed

CWIL means Canary Wharf Investments Limited (Registered in England and Wales with registration number 2127410)

CWIL Charge means a fixed charge over, the shares of the Borrower, the freehold interest in the Site and an assignment of receivables owed to CWIL by Investorco entered into or to be entered into between CWIL and the Security Agent substantially in the form of schedule 13 (Form of CWIL Charge) to the Credit Agreement

CWCL means Canary Wharf Contractors Limited (Registered in England and Wales with registration number 2352250)

CWCL Charge means a legal charge executed or to be executed by CWCL in favour of the Security Agent, substantially in the form of schedule 12 (Form of CWCL Charge) to the Credit Agreement

CWL means Canary Wharf Limited (Registered in England and Wales with registration number 1971312)

CWL Charge means a legal charge executed or to be executed by CWL in favour of the Security Agent, substantially in the form of schedule 11 (Form of CWL Charge) to the Credit Agreement

Development means the construction and the carrying out on or in relation to the Site of the Development Works

Development Document means

- (a) the Brackendown Contract insofar as it relates to the Development only,

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- (b) the Sub-Contract,
- (c) the Construction Management Agreement,
- (d) an Agreement for Lease,
- (e) the Trustee Appointment,
- (f) the Beneficiary's Undertaking;
- (g) a Trade Contract,
- (h) a Professional Appointment,
- (i) a Letter of Intent,
- (j) a Collateral Warranty,
- (k) the BP4 Intercompany Loan Agreement,
- (l) the Payments Agreement, or
- (m) any other document designated as such by the Agent and the Borrower

Development Works means the Base Works, the Cat A Works and the Fitting Out Works.

Drawdown Date means the date of borrowing a Loan

Existing Warranty Professional means each of the following Warranty Professionals

- (a) Hilson Moran Partnership Limited, a Building Services Engineer,
- (b) Kohn Pederson Fox Associates (International) PA, an Architect, and
- (c) WSP UK Limited, a Structural Engineer

Existing Warranty Trade Contractor means each of the following Warranty Trade Contractors

- (a) Expanded Piling Limited, and
- (b) P.C Harrington Contractors Limited.

Facility means the credit facility made available under the Credit Agreement

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Fee Letter means a letter entered into by reference to the Credit Agreement between the Arrangers and the Borrower, the Agent and the Borrower, or the Security Agent and the Borrower, in each case setting out the amount of various fees referred to in clause 25 (Fees) of the Credit Agreement.

Finance Document means:

- (a) the Credit Agreement;
- (b) a Security Document,
- (c) the Subordination Deed,
- (d) any Hedging Arrangement,
- (e) the Hedging Strategy Letter,
- (f) the Interest Rate Protection Letter;
- (g) a Novation Certificate,
- (h) a Counterparty Accession Agreement,
- (i) a Fee Letter, or
- (j) any other document designated as such by the Agent and the Borrower

Finance Party means an Arranger, a Lender, a Counterparty, the Agent or the Security Agent

Fitting Out Works means those construction and fitting out works required to be carried out by or on behalf of the relevant Obligor for the benefit of an occupational tenant of the Site in accordance with the Construction Management Agreement or an Agreement for Lease (not being Base Works or preliminary costs), to achieve the level of finish required by the Construction Management Agreement or that Agreement for Lease

Fixtures means all fixtures and fittings (including trade fixtures and fittings but excluding all tenants' trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property.

Guarantor means the Parent Guarantor or an SPV Obligor

Headlease means the lease dated 17 July 1987 and made between CWIL, as landlord, and CWL, as tenant insofar as it relates to the Site under which, upon the grant of the Overriding Lease, Investorco will be landlord and, upon the transfer of

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the legal interest in the lease to the Trustees, CWL as to the beneficial interest and the Trustees as to the legal interest will be the tenant.

Hedging Arrangements means any interest rate hedging arrangements entered into by the Borrower with a Counterparty in connection with interest payable by the Borrower under the Credit Agreement.

Hedging Strategy Letter means a letter from the Borrower to the Lenders, approved by the Lenders, setting out the hedging strategy in respect of the interest rate hedging to be put in place by the Borrower in relation to the Facility, and the timeframe for implementing the hedging strategy

Interest Rate Protection Letter means a letter from the Borrower to the Lenders addressing certain implications of the cost of funding the Facility

Insurances means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest

Investorco means Canary Wharf Investments (BP4) Limited (Registered in England and Wales with registration number 7774523)

Lease Document means

- (a) the Headlease;
- (b) the Overriding Lease,
- (c) an Agreement for Lease,
- (d) an Occupational Lease, or
- (e) any other document designated as such by the Agent and the Borrower

Lender means

- (a) an Original Lender, and
- (b) any bank, financial institution, trust or other entity which becomes a Lender in accordance with clause 2.3 (Total Commitments Increase), clause 30.2 (Transfers by Lenders), or clause 30.9 (Replacement of Defaulting Lender) of the Credit Agreement

Letter of Intent means a letter between CWCL and/or Contractorco and a Trade Contractor or Professional setting out the intentions of the parties to enter into a Trade Contract or, as the case may be, a Professional Appointment

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Loan means the principal amount of each borrowing (including capitalised interest added to that amount pursuant to clause 9.4 (Capitalisation and payment of interest) of the Credit Agreement) by the Borrower under the Credit Agreement or the principal amount outstanding of that borrowing

Managing Agent means Canary Wharf Management Limited (company number 2067510) or any other managing agent appointed in respect of the Development or Site

Mortgaged Property means any freehold or leasehold property the subject of the security created by the Deed

Novation Certificate has the meaning given to it in clause 30.3 (Procedure for novations) of the Credit Agreement

Obligor means the Borrower or a Guarantor

Occupational Lease means any occupational lease or licence or other right of occupation to which the Site may be subject from time to time and any related guarantee or similar security therefore.

Occupational Lease Document means an Occupational Lease or an Agreement for Lease relating to the Site

Original Counterparty means any of the financial institutions listed in part 2 of schedule 1 (Original Parties) to the Credit Agreement

Original Lender means any of the financial institutions listed in part 1 of schedule 1 (Original Parties) to the Credit Agreement

Overriding Lease means the superior lease of the Site, being the non-forfeitable 999 year overriding lease dated on or around the date of the Credit Agreement between, amongst others, CWIL as landlord and Investorco as tenant

Parent Company Guarantee means a parent company guarantee provided or granted to the Chargor in respect of each Trade Contract entered into by it with a Warranty Trade Contractor

Parent Guarantor means Canary Wharf Holdings Limited (Registered in England and Wales with registration number 2798284)

Payments Agreement means the payments agreement entered into or to be entered into between the Borrower and the Trustees, CWCL, CWL, Contractorco and the Security Agent, substantially in the form of schedule 15 (Form of Payments Agreement) to the Credit Agreement

6

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Performance Bond means a performance bond provided to or issued in favour of the Chargor in respect of each Trade Contract entered into by it with a Warranty Trade Contractor.

Principal Agreement for Lease means the Agreement for Lease dated 5 August 2011 between, *inter alia*, CWL, the Parent Guarantor and the Principal Tenant

Principal Tenant means European Medicines Agency, an agency governed by Regulation (EC) no. 726/2004 of the European Parliament and of the Council of 31 March 2004 laying down Community procedures for the authorisation and supervision of medicinal products for human and veterinary use, whose registered office is at 7 Westferry Circus, Canary Wharf, London, E14 4HB.

Professional means the Architect, the Building Services Engineer, the Structural Engineer or any other consultant with a design responsibility in respect of the Development appointed by CWCL and/or Contractorco, or any other consultant with like responsibilities in respect of the Development as may be appointed by CWCL and/or Contractorco, in the case of Warranty Professionals with the prior written approval of the Agent (such approval not to be unreasonably withheld or delayed)

Professional Appointment means an agreement for the appointment by CWCL or Contractorco of a Professional

Related Rights means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

Rental Income means the aggregate of all amounts payable to or for the benefit or account of any Obligor in connection with the letting of the Site or any part thereof, including (without duplication or double counting 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 amount payable in respect of rent by any surety or guarantor of any rent,
- (c) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927,
- (d) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954,

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- (e) sums received by an Obligor (and to which that Obligor is beneficially entitled) from any deposit held as security for performance of any tenant's obligations,
- (f) any other moneys payable in respect of occupation and/or usage of the Site and every fixture and fitting therein and any and every fixture thereon, on licence or otherwise,
- (g) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same,
- (h) 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, an Obligor from any party) in furtherance of such proceedings so taken or claim so made,
- (i) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon,
- (j) 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 Document or occupancy agreement; and
- (k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,

but after deducting the following amounts to the extent included in the above

- (i) those amounts (if any) (together with any VAT) of ground rent, rates, services charges, insurance premia, maintenance and other outgoings with respect to the Site payable by tenants under Occupational Lease Documents,
- (ii) any contribution to a sinking fund paid by any tenant or other occupier, and
- (iii) any amount in respect of, or which represents, VAT chargeable in respect of any of the items listed in paragraphs lettered (a) to (k) above

Security Account means an account in the name of the Chargor or in which the Chargor has an interest, established under clause 11 (Bank Accounts) of the Credit Agreement

Security Assets means all assets of the Chargor the subject of any security created by the Deed

Security Document means.

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- (a) the Deed,
- (b) the CWL Charge,
- (c) the CWCL Charge;
- (d) the CWIL Charge, or
- (e) any other document designated as such by the Security Agent and the Borrower

Security Interest means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation or security interest or any other agreement or arrangement having a similar effect

Shares means the interests of the Chargor in the share capital of any entity

Site means the parcel of land known as 25 Churchill Place (BP4), Canary Wharf, London E14, and includes any buildings on that land

Specifications means those drawings, plans and specifications in the form, and based on the measurements (including, without limitation, Plowman Craven measurements) approved by the Agent (acting on the instructions of the Lenders) in accordance with clause 4.1 (Documentation conditions precedent) (as the same may be varied from time to time in accordance with the Credit Agreement)

SPV Obligor means the Borrower, Subco, Trustee 1, Trustee 2, Contractorco or Investorco

Structural Engineer means WSP UK Limited or such other firm or company of structural engineers appointed by CWCL or Contractorco with the prior written approval of the Agent (such approval not to be unreasonably delayed or withheld)

Subco means Canary Wharf (BP4) Limited (Registered in England and Wales with registration number 5601402)

Sub-Contract means the design and construct subcontract dated 4 January 2006 entered into between CWL, CWCL and Contractorco, relating to the Development

Subordination Deed means the subordination deed entered into or to be entered into between (amongst others) the Parent Guarantor, as subordinated creditor, one or more SPV Obligors, as debtors, and the Security Agent, substantially in the form of schedule 14 (Form of Subordination Deed) to the Credit Agreement

Third Party Rights means the rights afforded to a Lender under a Trade Contract entered into by a Warranty Trade Contractor or Professional Appointment entered into by a Warranty Professional by virtue of the Contracts (Rights of Third Parties)

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Act 1999, in form and substance as set out in the Agreed Package or otherwise satisfactory to the Lenders

Trade Contract means any trade contract in respect of the Development entered into or to be entered into between CWCL and/or Contractorco and a Trade Contractor

Trade Contractor means a firm or company of trade contractors or suppliers appointed by CWCL and/or Contractorco for the Development with, in the case of Warranty Trade Contractors only, the prior written approval of the Agent (such approval not to be unreasonably withheld or delayed)

Transaction Obligor means each Obligor, CWL, CWIL or CWCL.

Trustee Appointment means a trust deed entered into or to be entered into between CWL the Subco and the Trustees substantially in the form of part 1 of schedule 16 (Form of Beneficiary's Undertaking) to the Credit Agreement

Trustees means Trustee 1 and Trustee 2

Trustee 1 means Canary Wharf (BP4) T1 Limited (Registered in England and Wales with registration number 7724200)

Trustee 2 means Canary Wharf (BP4) T2 Limited (Registered in England and Wales with registration number 7724215)

VAT means value added tax as provided for in the Value Added Tax Act 1994 and includes any other tax replacing it or of a similar fiscal nature

Warranty Professional means:

- (a) an Existing Warranty Professional;
- (b) a Professional listed as such in schedule 6 (List of Warranty Professionals) to the Credit Agreement,
- (c) a Professional which the Agent reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Cat A Works or the Fitting Out Works to that part of the Development that is not the subject of the Principal Agreement for Lease, or
- (d) a Professional appointed to replace any Professional referred to in paragraph (a), (b) or (c) above

Warranty Trade Contractor means.

- (a) an Existing Warranty Trade Contractor,

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- (b) a Trade Contractor listed as such in schedule 7 (List of Warranty Trade Contractors) to the Credit Agreement,
- (c) a Trade Contractor which the Agent reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Cat A Works or the Fitting Out Works to that part of the Development that is not the subject of the Principal Agreement for Lease, or
- (d) a Trade Contractor appointed to replace any Trade Contractor referred to in paragraph (a), (b) or (c) above

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission, allowance or discount Nil

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 *Allen & Overy LLP* 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 Jon Crookes

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX 73

Telephone 0203 088 2068



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7724215
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16
DECEMBER 2011 AND CREATED BY CANARY WHARF (BP4) T2
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY AND EACH TRANSACTION
OBLIGOR TO EACH FINANCE PARTY 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 22 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2012



DX

