

MG01**Particulars of a mortgage or charge****iris**
LASERFORM

104533/169.

A fee is payable with this form.

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

Please see 'How to pay' on the last page

**What this form is for**

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

**What this form is NOT for**

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

WEDNESDAY



LFD1UPDA

LD3

24/11/2010

16

COMPANIES HOUSE

FOR OFFICIAL USE

1**Company details**

Company number

0 2 4 5 5 7 8 6

Company name in full

Canary Wharf Investments (Three)

(the "**Company**")**→ 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 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

Eleventh Supplemental Composite Debenture dated 17 November 2010 (the "**Eleventh Supplemental Composite Debenture**"), in favour of the Issuer and between, *inter alios*, the Issuer, the Trustee and the Charging Subsidiaries**4****Amount secured**

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

Amount secured

Please see attached Section 4 continuation page (*Amount secured*).**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 (the "Issuer")

Address 30th Floor, One Canada Square, 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 attached Section 6 continuation page (*Short particulars of all the property mortgaged or charged*)

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 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)

9 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

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 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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Unless defined elsewhere in this Form MG01, please see attached Section 6 continuation page (<i>Short particulars of all the property mortgaged or charged</i>) for the defined terms which are used throughout this Form (including in such continuation pages).</p> <p>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 Company to (i) the Issuer under each Finance Document, (ii) the Intermediate Borrower under clause 11.3 (<i>Withdrawals from the Borrower Accounts</i>) and clause 17.24 (<i>Void Costs</i>) of the Intercompany Loan Agreement, and (iii) to the Cash Manager under the Seventh Restated Cash Management Agreement except for any obligation or liability 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 "Secured Liabilities"). The term Finance Document includes all amendments and supplements thereto.</p>	

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

DEFINITIONS

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

"Cash Manager" means, initially, Canary Wharf Limited and thereafter any Successor Cash Manager appointed pursuant to Clauses 21 and 22 of the Cash Management Agreement.

"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.

"DS7" means the site and building at One Canada Square, Canary Wharf, London

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

"Intercompany Loan Agreement" means the £2,462,057,520 (originally £975,000,000, then £1,850,000,000, then £3,107,000,000, then £3,432,000,000, then £2,501,499,553 and then £2,576,000,000) Intercompany Loan Agreement dated 6th June, 2000 as amended and restated to a first supplemental agreement, a second supplemental agreement, a third supplemental agreement and a fourth supplemental agreement, as amended by a fifth supplemental agreement, as amended and restated by a sixth supplemental agreement and as amended and

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

restated by a seventh supplemental agreement and as further varied, supplemented, amended and restated from time to time.

"Intermediate Borrower" means CWCB Finance II Limited whose registered office is at Level 30, One Canada Square, Canary Wharf, London, E14 5AB

"Jersey Chargor" means the companies incorporated in Jersey which accede to the Intercompany Loan Agreement in accordance with clause 24 4 (Jersey Chargors) (for the avoidance of doubt at all times acting in their capacity as trustees of the relevant Unit Trust)

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

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

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	<p>of the items listed in paragraphs lettered (a) to (j) of the definition of Rental Income.</p> <p>"Occupational Lease" means in respect of a Mortgaged Property other than the concourse retail in DS7 (as defined in the Sixth Restated Master Definitions Agreement), 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</p> <p>"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:</p> <ul style="list-style-type: none"> (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 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 	

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

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.

"Security Period" means the period beginning on the date of the Eleventh Supplemental Composite Debenture and ending on the date on which the Issuer and the Trustee are satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

"Seventh Restated Cash Management Agreement" means the agreement amending and restating the Sixth Restated Cash Management Agreement, dated on or about the Sixth 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 (as each term is further defined in the Sixth Restated Master Definitions Agreement)

"Sixth Restated Master Definitions Agreement" means the definitions agreement dated 17 November 2010 made between, *inter alios*, the Issuer, the Trustee and the Charging Subsidiaries

"Successor Cash Manager" shall have the meaning attributed thereto in Clause 21.4 of the Cash Management Agreement

"Trustee" means Deutsche Trustee Company Limited, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB

"Unit Trust" means each of the very private Jersey property unit trust schemes respectively known as:

- (a) The 10 Cabot Square I Unit Trust,
- (b) The 10 Cabot Square II Unit Trust;
- (c) The 20 Cabot Square I Unit Trust, and

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

(d) The 20 Cabot Square II Unit Trust,

respectively constituted under the relevant Unit Trust Instrument pursuant to Article 7(3) of the Trusts (Jersey) Law 1984.

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. FIXED SECURITY

1.1 Creation of fixed security

The Company, as security for the payment of all the Secured Liabilities and subject to the proviso for reassignment upon the expiry of the Security Period, has charged in favour of the Issuer by way of a first legal mortgage the property held by it specified in Schedule 1 to this Form

1.2 Assignment

The Company, as security for the payment of all the Secured Liabilities and subject to the proviso for reassignment upon the expiry of the Security Period, has assigned to the Issuer by way of first ranking security

(a) all Rental Income that it receives or is entitled to in relation to the property held by it specified in Schedule 1 to this Form, and

(b) any guarantee of Rental Income (if any) contained in or relating to any Occupational Lease in relation to the property held by it specified in Schedule 1 to this Form.

FURTHER ASSURANCES

The Eleventh Supplemental Composite Debenture contains covenants for further assurance.

NEGATIVE PLEDGE

The Eleventh Supplemental Composite Debenture contains a negative pledge.

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

SCHEDULE 1

REAL PROPERTY - PROPERTY INTERESTS

Charging Company	Interest	Description	Title no.
Canary Wharf Investments (Three)	Leasehold	Floors 9 and 10, 10 Cabot Square, Canary Wharf	EGL343426



4/c

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2455786
CHARGE NO. 19**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ELEVENTH SUPPLEMENTAL
COMPOSITE DEBENTURE DATED 17 NOVEMBER 2010 AND
CREATED BY CANARY WHARF INVESTMENTS (THREE) FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CANARY WHARF FINANCE II PLC, THE
INTERMEDIATE BORROWER AND 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 24 NOVEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 NOVEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES