

MG01

Particulars of a mortgage or charge



227843/105

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

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

WEDNESDAY



A39

A715YUTP

08/06/2011

COMPANIES HOUSE

8

1

Company details

Company number

0 4 2 9 0 5 5 9

Company name in full

Heron Quays (HQ4) Limited (the **Chargor**)

For official use

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

0 7 0 6 2 0 1 1

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 deed of charge between the Chargor and the Facility Agent (as defined below) dated 7 June 2011
(the **Deed**)

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 Transaction Obligor (as defined
below) to any Finance Party (as defined below) under any Finance
Document (as defined below), except for any obligation or liability
which, if it were so included, would result in the Deed contravening
any law (including section 678 or section 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 Dekabank Deutsche Girozentrale (the **Facility Agent**)

Address Mainzer Landstr 16, 60325

Frankfurt am Main, Germany

Postcode

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 continuation sheets

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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  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 Alistair Wrench

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



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

1. CREATION OF SECURITY

1.1 General

(a) All the Security

- (i) is created in favour of the Facility Agent,
- (ii) is created over present and future assets of the Chargor,
- (iii) is security for the payment, discharge and performance of all the Secured Liabilities,
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (v) is subject to the promise of redemption (and, if applicable, reassignment) as set out in Clause 18 (Release) of the Deed

(b) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties

1.2 Shares

The Chargor charges by way of a first equitable mortgage

- (a) all the Shares, and
- (b) all Related Rights

2. RESTRICTIONS ON DEALINGS

The Chargor must not

- (a) create or permit to subsist any Security Interest on any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset

3. SHARES

3.1 Changes to Rights

The Chargor must not take or allow the taking of any action on its behalf which may result in the rights attaching to any Security Asset being altered or further shares in any Subject Company being issued

3.2 Voting rights

(a) Before the Security becomes enforceable

- (i) the voting rights, powers and other rights in respect of the Security Assets must (if exercisable by the Facility Agent) be exercised in any manner which the Chargor may direct, and

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- (ii) all dividends or other income paid or payable in relation to any Security Asset must be paid directly to the Chargor
- (b) The Chargor must indemnify the Facility Agent against any loss or liability incurred by the Facility Agent as a consequence of the Facility Agent acting in respect of the Security Assets on the direction of the Chargor
- (c) After the Security has become enforceable, the Facility Agent or its nominee may exercise or refrain from exercising
 - (i) any voting rights, and
 - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Security Assets, any person who is the holder of any Security Assets or otherwise,
 in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor
- (d) If any Security Asset remains registered in the name of the Chargor, the Chargor irrevocably appoints the Facility Agent or its nominee as its proxy to exercise all voting rights in respect of those Security Assets at any time after this Security has become enforceable

In this form MG01

Additional Counterparty means a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement

Administrative Party means an Arranger or the Facility Agent

Arranger means each of Abbey National Treasury Services PLC, DekaBank Deutsche Girozentrale and Metropolitan Life Insurance Company

Borrower means Heron Quays (HQ4) Properties Limited (registered in England and Wales under number 07496743)

Buildings Manager means CWM HQ4 Manager

Counterparty means an Original Counterparty or an Additional Counterparty to the extent it remains a Party

Counterparty Accession Agreement means a letter, substantially in the form of schedule 6 (Form of Counterparty Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

Credit Agreement means the £92,250,000 credit agreement dated 26 May 2011 between (among others) the Borrower and the Facility Agent

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Short particulars

CWL means Canary Wharf Limited (registered in England and Wales under number 01971312)

CWM HQ4 Manager means Canary Wharf Management (HQ3/HQ4) Limited (registered in England and Wales under number 05437930)

CWML means Canary Wharf Management Limited (registered in England and Wales under number 02067510)

Duty of Care Agreement means a duty of care agreement between, among others, the Estate Manager, the Buildings Manager and the Facility Agent in respect of the management of the Property

Estate Manager means CWML

Facility means the credit facility made available under the Credit Agreement

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrower setting out the amount of certain fees referred to in the Credit Agreement

Finance Document means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) any Hedging Arrangement,
- (d) the Subordination Agreement,
- (e) a Duty of Care Agreement,
- (f) a Fee Letter,
- (g) a Transfer Certificate,
- (h) a Counterparty Accession Agreement,
- (i) the Fixed Rate Letter, or
- (j) any other document designated as such by the Facility Agent and the Borrower

Finance Party means a Lender, a Counterparty or an Administrative Party

Fixed Rate Letter means a fixed rate letter dated on or about the Utilisation Date between the Borrower and Metropolitan Life Insurance Company

Floating Hedging Arrangements means the Hedging Arrangements kept in place by the Borrower from and including the Utilisation Date in accordance with the Hedging Strategy Letter

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Hedging Arrangement means

- (a) the Floating Hedging Arrangements, or
- (b) any other interest hedging arrangement entered into by the Borrower in connection with interest payable under the Credit Agreement

Hedging Strategy Letter means the letter dated on or about the date of the Credit Agreement entered into between the Borrower and each Original Counterparty in connection with LIBOR Interest payable under the Credit Agreement

HQCB means HQCB Properties (HQ4) Limited (registered in England and Wales under number 04290525)

HQCB Shareholder means HQCB Properties (HQ5(2)) Limited (registered in England and Wales under number 04525202)

HQCB Shareholder's Share Charge means a charge dated on or about the date of the Credit Agreement over the shares in HQCB between the HQCB Shareholder and the Facility Agent

HQIL means Heron Quays (HQ4) Investments Limited

Lender means

- (a) an Original Lender (which includes an Original Fixed Lender and an Original Floating Lender), or
- (b) any person which becomes a Party in accordance with subclause 28.2 (Assignments and transfers by Lenders) of the Credit Agreement

LIBOR Interest has the meaning given to such term in subclause 8.1 (Calculation of Interest) of the Credit Agreement

Obligor means

- (a) the Borrower,
- (b) Heron Quays (HQ4) Investments Limited (registered in England and Wales under number 07496742),
- (c) Heron Quays (HQ4) T1 Limited (registered in England and Wales under number 04290518),
- (d) Heron Quays (HQ4) T2 Limited (registered in England and Wales under number 04290517), or
- (e) HQCB Properties (HQ4) Limited (registered in England and Wales under number 04290525)

Original Counterparty means each of DekaBank Deutsche Girozentrale and Abbey National Treasury Services PLC

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Short particulars

Original Fixed Lender means Metropolitan Life Insurance Company

Original Floating Lender means an Original Lender (other than the Original Fixed Lender)

Original Lender means each of Abbey National Treasury Services PLC, DekaBank Deutsche Girozentrale and Metropolitan Life Insurance Company

Party means a party to the Credit Agreement

Property means the freehold and long leasehold interests in HQ4, 50 Bank Street, Canary Wharf as listed in Schedule 1 (Property) to this Form MG01 and, where the context so requires, includes the buildings on the Property

Related Rights means

- (a) any dividend, interest or other distribution paid or payable in relation to any Shares, and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Security means any Security Interest created, evidenced or conferred by or under the Deed

Security Agreement means a security agreement from the Obligors over all of their assets in favour of the Facility Agent

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

Security Document means

- (a) the Security Agreement,
- (b) the Shareholder's Share Charge,
- (c) the HQCB Shareholder's Share Charge,
- (d) the Deed,
- (e) any other document evidencing or creating security over any asset to secure any obligation of an Obligor to a Finance Party under the Finance Documents, or
- (f) any other document designated as such by the Facility Agent and the Borrower

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

Shareholder means Heron Quays Holdings (HQ4) Limited

Shareholder's Share Charge means a charge over the shares of the Borrower, HQIL and the Chargor and assignment of the Shareholder's subordinated debt between the Shareholder and the Facility Agent

Shares means the shares specified in schedule 1 (Shares) to the Deed

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Subject Company means each of Heron Quays (HQ4) T1 Limited and Heron Quays (HQ4) T2 Limited

Subordinated Creditor means

- (a) the Shareholder,
- (b) CWL,
- (c) HQCB Investments Limited (registered in England and Wales under number 04353135), or
- (d) any other person who becomes a Subordinated Creditor in accordance with the Subordination Agreement

Subordination Agreement means a subordination agreement dated on or about the date of the Credit Agreement between, amongst others, the Borrower and the Facility Agent

Transaction Obligor means

- (a) an Obligor,
- (b) the Shareholder,
- (c) the Chargor,
- (d) the HQCB Shareholder, or
- (e) a Subordinated Creditor

Transfer Certificate means a certificate, substantially in the form of schedule 5 (Form of Accession Document) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower

Utilisation Date means the date on which the Facility is utilised

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SCHEDULE 1

REAL PROPERTY

Property Interest	Title Number	Proprietor	Quality of Title
Freehold (retail)	EGL447161	Registration of HQIL pending (following transfer from HQCB Investments Limited to HQIL)	Title absolute
Freehold (airspace and sub-soil)	Pending registration	Registration of HQIL pending (following surrender by HQPL to CWIL, transfer from CWIL to HQCB Investments Limited and transfer from HQCB Investments Limited to HQIL)	Pending registration
Freehold (excluding retail, airspace and subsoil)	EGL436332	Registration of HQIL pending following transfer from HQCB Investments Limited	Title absolute
Leasehold	Pending registration	Registration of the Borrower pending (following the grant of the Overriding Lease)	Pending registration
Leasehold (legal interest only) (retail)	EGL447176	Trustees	Title absolute
Leasehold (legal interest only) (excluding retail, airspace and subsoil)	EGL430275	Trustees	Title absolute
Leasehold (beneficial interest only) (excluding airspace and subsoil)	Not registered	HQCB	N/A



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4290559
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED DATED 7 JUNE 2011 AND
CREATED BY HERON QUAYS (HQ 4) LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH
TRANSACTION OBLIGOR TO ANY 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 8 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES