

# MG02

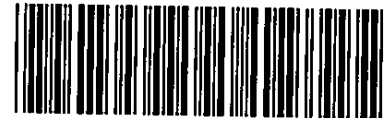
## Statement of satisfaction in full or in part of mortgage or charge



✓ **What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a mortgage or charge

✗ **What this form is NOT for**  
You cannot use this form to  
register a statement of satisfaction  
or in part of a fixed charge  
company registered in Scotland  
do this, please use form M

TUESDAY



LD2 11/01/2011 150  
COMPANIES HOUSE

### 1 Company details

Company number 5 3 8 9 3 8 6  
Company name in full Canary Wharf Investments (FC4) Limited  
(the "Chargor")

For official use  
2  
→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Creation of charge

Date charge created d2 d5 m0 m5 y2 y0 y0 y5  
Description 1 Supplemental Legal Mortgage  
Date of registration 2 d0 d2 m0 m6 y2 y0 y0 y5

- 1 You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'
- 2 The date of registration may be  
confirmed from the certificate

### 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders

Name Deutsche Pfandbriefbank AG (the "Agent")  
Address 30 St Mary Axe, London  
Postcode E C 3 A 8 B F  
Name  
Address  
Postcode  
Name  
Address  
Postcode

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

## MG02

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### 4 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 Section 4 Continuation Page (Short Particulars of all the Property Mortgaged or Charged) of this Form.

### 5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

### 6 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. 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

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 4215



### Important information

Please note that all information on this form will appear on the public record.



### 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



### 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 completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ You have signed the form



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Short particulars

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

#### 1. CHARGING CLAUSE

##### 1.1 Fixed Security and Assignment

(a) The Chargor, as continuing security for the payment of the Indebtedness has charged in favour of the Agent as security trustee with full title guarantee and by way of first legal mortgage the Property together with all buildings and fixtures (including trade fixtures) on the Property provided that (i) on payment or discharge in full of the Indebtedness or (ii) on a disposal of the Property (or the shares in the Chargor) in accordance with clause 17.10 (*Disposals*) of the Facility Agreement and on a prepayment of the required amount (where relevant) in accordance with clause 7.3 (*Disposals and Refinancing*) of the Facility Agreement, the Agent will at the request and cost of the Chargor release the Property from the Security Interests constituted by the Supplemental Legal Mortgage.

(b) The Chargor confirmed that, as security for the payment of all of the Indebtedness:

(i) it has charged in favour of the Agent by way of fixed charge the assets relating to the Property and referred to in clause 3.1 (*Fixed Charges*) of the Original Debenture; and

(ii) it has assigned by way of security to the Agent by way of security the assets relating to the Property and referred to in clause 3.3 (*Security Assignment*) of the Original Debenture.

#### 2 INCORPORATION

The provisions of clauses 4 (*Continuing Security*) to clause 23 (*Governing Law*) (both inclusive) of the Original Debenture shall be deemed to be incorporated into the Supplemental Legal Mortgage with all necessary modifications as if they were set out in full in the Supplemental Legal Mortgage and references in the Original Debenture to "**each Chargor**" shall be deemed to be references to the Chargor.

### DEFINITIONS

In this Form MG02:

"**Borrower**" means Canary Wharf Funding (FC2/FC4) Limited (Company number 5389382);

"**Facility Agreement**" means the facility agreement dated 14 March 2005 (as amended) under which certain lenders have made available £369,375,000 of facilities to the Borrower;

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Short particulars

**"Finance Document"** means:

- (a) the Facility Agreement,
- (b) each Duty of Care Agreement;
- (c) the Fees Letter;
- (d) the Margin Side Letter;
- (e) a Novation Certificate;
- (f) each Security Document,
- (g) the Subordination Deed, and/or
- (h) any other document designated as such by the Agent and the Borrower (as all such terms are defined in the Facility Agreement);

**"Finance Party"** means the Joint Arrangers the Servicer, a Lender or the Agent (as all such terms are defined in the Facility Agreement),

**"Indebtedness"** means all money or liabilities due, owing or incurred to any Finance Party by the Chargor or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985,

**"Obligor"** means the Borrower and each Guarantor (as both such terms are defined in the Facility Agreement),

**"Original Debenture"** means a debenture dated 15 March 2005 between, amongst others, the Chargor and the Agent, and

**"Property"** means all the property specified in schedule 1 of the Supplemental Legal Mortgage.