



Particulars of a mortgage or charge

CHA213

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

* insert full name of company

To the Registrar of Companies
(Address overleaf—Note 5)

For official use

Company number

58

1971312

Name of Company

Canary Wharf Limited (the "Company" and a "Chargor")

Date of creation of the charge

27 March 1997

Description of the instrument (if any) creating or evidencing the charge (note 2)

Second Fixed and Floating Charge Debenture (the "Debenture"), by the Company and the other Chargors in favour of the Lender

Amount secured by the charge

The "Liabilities", which are defined in the Debenture as meaning all moneys, debts and liabilities which now are or have been or at any time hereafter may be or become due, owing or incurred by any Obligor to the Lender in any manner whatsoever under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise).


Names and addresses of the chargees or persons entitled to the charge

European Investment Bank (the "Lender" which expression includes its successors and assigns)		
100 Boulevard Konrad Adenauer, Luxembourg	Postcode	L-2950

Presenter's name address and reference (if any):
Linklaters & Paines
Barrington House
59-67 Gresham Street
London EC2V 7JA
Ref: JSCW/SRYT
Tel: 0171 606 7080 Ext. 3292

Time critical reference

For Official Use

Mortgage Section	Post Room
 KLO *KCFKTUR9* 446 COMPANIES HOUSE 11/04/97	

Short particulars of all the property charged

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- (1) by way of legal mortgage, all the Real Property now belonging to it
- (2) by way of fixed equitable charge, all the Real Property (except that charged by paragraph (1) above)
- (3) (subject to paragraphs (i) and (ii) of Note (1) below) by way of fixed charge:-
- (a) all Book Debts (except those assigned by paragraph (5) below) and Bank Accounts
 - (b) all its present and future Investments, Rights attaching or relating to Investments and all cash or other Investments hereafter belonging to the Company and deriving from Investments or such Rights
 - (c) all its present and future uncalled capital and goodwill
- (see attached continuation sheet)

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Linklater & Paine

Date

11 April 1997

On behalf of ~~[company]~~ [mortgagee/chargee]†

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete legibly, preferably in black type, or bold block lettering

Company number

1971312

Name of Company

Canary Wharf
Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

* delete if inappropriate

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(d) all its present and future Intellectual Property and the benefit of all present and future licences and sub-licences of Intellectual Property granted either by or to it

(e) any beneficial interest of the Company in any pension fund and

(f) all its present and future plant and machinery owned by it at the Real Property and its interest in any plant and machinery in its possession at the Real Property (except in each case that charged by paragraphs (1) and (2) above)

(4) by way of floating charge, its undertaking and all its Assets, both present and future (including Assets expressed to be charged by paragraphs (1) to (3) above or assigned by paragraph (5) below)

(5) by way of assignment in equity as security for the payment and discharge of all Liabilities:-

(a) all its present and future right, title and interest in and to the Development Documents Trust, to the extent relating to the Real Property, including all Rights under the Development Documents Trust Deed in relation to the Real Property, all moneys which at any time may be or become payable to it pursuant thereto in relation to the Real Property and the net proceeds of any claims, awards and judgments which may at any time be receivable or received by it pursuant thereto in relation to the Real Property

(b) all its present and future right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits thereof (including all claims of whatsoever nature relating thereto and returns of premium in respect thereof) and

(c) all its present and future Rights in relation to its Real Property (except those charged by paragraphs (1) and (2) above), including all Rights against all past, present and future undertenants of its Real Property and their respective guarantors and/or sureties.

Note (1): The Debenture provides that:-

(i) The floating Charges created by the Debenture shall rank behind all the fixed Charges created by or pursuant to the Debenture (including the assignments under paragraph (5) above) but shall rank in priority to any other Security created by a Chargor after the date of the Debenture except for Security permitted by paragraph (iii) of this Note (1) to rank in priority and Security created by a receiver under the Debenture and ranking in priority.

(ii) The floating Charges created by the Debenture also rank behind the floating Security created by the Morgan Stanley Charge, and the fixed Charges created by or pursuant to the Debenture (including the assignments under paragraph (5) above) also rank behind all fixed Security created by or pursuant to the Morgan Stanley Charge.

(iii) (Subject to certain exceptions) no Chargor shall create or have outstanding any Security on, over or with respect to any of its present or future Assets except for:-

(a) the Charges,

(b) Security created by or pursuant to the Morgan Stanley Charge; and

(c) any other Security permitted to be created by it under Clause 12 of the Loan Agreement as if it were a Relevant Obligor (as well as an Obligor).

(iv) (Subject to certain exceptions) no Chargor shall sell, factor, discount, transfer, assign, lease or hire out, lend or otherwise dispose of any of its present or future Assets nor agree

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company number

1971312

Name of Company

Canary Wharf
Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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to do any of the foregoing except that each Chargor may make any disposals permitted under Clause 12 of the Loan Agreement as if it were a Relevant Obligor (as well as an Obligor).

(v) The Lender may by notice to any Chargor convert the floating Charge created by that Chargor under the Debenture into a fixed Charge as regards such Charged Assets as shall be specified (whether generally or specifically) in that notice (1) if it considers that it would be necessary to do so in order to protect or preserve the Charges over those Charged Assets or the priority of those Charges and/or (2) on or at any time when the Charges are enforceable. If, without the prior consent in writing of the Lender, any Chargor creates any Security in breach of paragraph (iii) above over any of the Charged Assets not expressed to be subject to a fixed Charge under the Debenture, or attempts to do so, or if any Person levies or attempts to levy any distress, attachment, execution or other legal process against any of those Charged Assets, the floating Charge created by the Debenture over the Charged Assets the subject of such Security or process shall automatically, without notice, be converted into a fixed Charge instantly such event occurs.

Note (2): In this Form and its Continuation sheets, except to the extent that the context requires otherwise:-

"Account Bank" means Barclays Bank PLC at 54 Lombard Street, London

"Assets" means, in relation to any Person, all or any part of its business, undertaking, property, assets, revenues, Rights and uncalled capital, wherever situated

"Bank Accounts" means any current, deposit or other accounts now or hereafter held by any Chargor (either alone or jointly with any other Obligor) with any Person and all balances now or hereafter standing to the credit of any such current, deposit or other account

"Book Debts" means all book and other debts of any nature whatsoever (excluding Bank Accounts), now or hereafter due or owing to any of the Chargors, all other rights to receive money and the benefit of all negotiable instruments, Rights, Security, guarantees and indemnities of any nature whatsoever now or hereafter enjoyed or held by it in relation thereto

"Borrower" means CWE SPV HCo Limited a company incorporated in England with registered no. 3123311

"Charged Assets" means Assets from time to time subject, or expressed to be subject, to the Charges or any part of those Assets

"Charges" means all or any of the charges, assignments or other Security created (or expressed to be created), or which may at any time be created (or expressed to be created), by or pursuant to the Debenture

"Chargors" means the companies described in Note (3) below

"CWH" means Canary Wharf Holdings Limited a company registered in England under number 2798284

"CWIL" means Canary Wharf Investments Limited, a company registered in England under number 2127410

"CWML" means Canary Wharf Management Limited, a company registered in England under number 2067510

"Development Documents Trust" means the trust created by the Development Documents Trust Deed

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete legibly, preferably in black type, or bold block lettering

Company number

1971312

Name of Company

Canary Wharf
Limited*

* delete if inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Development Documents Trust Deed" means the Declaration of Trust dated 22 December 1995 by Canary Wharf Limited and Canary Wharf Contractors Limited in favour of, amongst others, some of the Chargors over the benefit of certain development documents, as subsequently varied and supplemented

"EIB Security Documents" means the debenture by CWH, the Company and CWIL in favour of the Lender dated 27 December 1995, the debenture by Seven Westferry Circus Limited in favour of the Lender dated 27 December 1995, the debenture by CWML in favour of the Lender dated 27 December 1995, the debenture by CWH, the Company, CWML and others in favour of the Lender dated 27 December 1995, the Debenture, the debenture by the Borrower and others in favour of the Lender dated 27 December 1995, the debenture by CWE SPVi Limited and CWE SPVj Limited in favour of the Lender dated 5 September 1996, the debenture by CWC SPVd Limited, CWC SPVe Limited, CWC SPVf Limited, and CWC SPVg Limited in favour of the Lender dated 27 March 1997, the debenture by CWIL in favour of the Lender dated 27 March 1997, the Account Agreement between the Borrower, the Account Bank and others dated 27 December 1995 (as amended and restated on 10 October 1996), and any other Security that may at any time be given to the Lender as security for all or any part of the obligations of the Obligors under the Finance Documents

"Finance Documents" means:

- (i) the Loan Agreement
- (ii) the Guarantee by CWH and others in favour of the Lender dated 27 December 1995 and the supplemental guarantee from each of the Guarantors, other than the Limited Partners in The First Tower Limited Partnership given in favour of the Lender dated 5 September 1996
- (iii) the agreement between the Lender, CWH, CWI Holdings Plc and the Borrower dated 27 December 1995 relating to the issue of certain warrants (the **"Warrant Agreement"**) and each Public Warrant and the Private Warrant (in each case as defined in the Warrant Agreement)
- (iv) the CWL Deed of Covenant between the Company and the Lender dated 27 December 1995 and the CWE SPV(g)/CWE SPV(h) Deed of Covenant between CWE SPVg Limited, CWE SPVh Limited and the Lender dated 27 December 1995
- (v) the Intercreditor Agreement dated 27 December 1995 as amended and restated on 10 October 1996 and further amended and restated on or about 27 March 1997 between the Company, CWIL, CWML, certain other Obligors, the Lender, MSI and Morgan Stanley Group Inc.
- (vi) the deed of priorities dated 27 December 1995 between the Company, CWIL, London Underground Limited, London Regional Transport, the Lender and others
- (vii) the EIB Security Documents
- (viii) the Deed of Subordination entered into by the Lender and members of the Group dated 27 December 1995 as supplemented on 5 September 1996
- (ix) the priority letter dated 27 December 1995 to Northern Foods Plc, from Lloyds Bank Plc as agent for the Vendor LIFO Lenders and the Lender relating to sums standing in certain accounts
- (x) the priority letter dated 27 December 1995 sent to Copthall Overseas Limited, by Lloyds Bank Plc as agent for the Vendor LIFO Lenders and the Lender relating to the sums standing to the credit of certain accounts
- (xi) the deed of priorities dated 27 December 1995 between Bankers Trustee Company

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Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410 (Scot)

Please complete legibly, preferably in black type, or bold block lettering

Company number

1971312

Name of Company

Canary Wharf
Limited*

* delete if inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Limited, Continental Casualty Company, W&G Lease Finance Limited, The Royal Bank of Scotland plc, the Company, CWIL and CWH and

(xii) the funding agreement dated 27 December 1995 between CWE SPVSUPER HCo Limited and others, the Lender and CWH, the Company and CWIL as supplemented on 5 September 1996

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"Fixtures" means, in relation to any Person, the fixtures, fittings (including trade fixtures and fittings), and fixed plant, machinery and apparatus belonging to it

"Group" means, at any particular time, CWH and all its subsidiaries and subsidiary undertakings (and **"member of the Group"** shall be construed accordingly)

"Guarantor" means each Person who is a guarantor under the terms of the Guarantee referred to in paragraph (ii) of the definition of "Finance Documents" above

"Insurances" means all contracts and policies of insurance relating to the Real Property of any kind now or hereafter taken out by or on behalf of any of the Chargors or (to the extent of its interest) in which any of the Chargors now or hereafter has an interest

"Intellectual Property" means patents and registered designs, copyrights, unregistered designs, semi-conductor topographies, rights in trademarks whether registered or not, goodwill and rights in confidential information (to the extent that it is possible to charge the same) and know-how and any associated or similar rights which may now or hereafter exist (including, where applicable, applications and rights to apply therefor)

"Investments" means (a) shares, stock and debentures (including debenture stock, loan stock, bonds, notes and certificates of deposit), (b) warrants, options or other Rights to subscribe for, purchase, call for delivery of or otherwise acquire shares, stock or debentures, (c) all Rights relating to shares, stock or debentures which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager or other similar Person or the holder of any Security or such holder's nominee, in each case whether or not on a fungible basis (including rights against any such Person) and (d) any other securities in, of or created by any Person

"Loan Agreement" means the Amended and Restated Facility Agreement dated 27 December 1995 made between the Borrower and the Lender as amended and restated on 6 December 1996 and as varied on or about the date of the Debenture

"Morgan Stanley Charge" means the debenture of 27 March 1997 given by the Chargors in favour of MSI

"Morgan Stanley Documents" means all documents in the agreed form relating to the loan via maximum amount of £160,000,000 being made available to the Company by MSI and The Morgan Stanley Lenders

"Morgan Stanley Lenders" means the lenders under The Morgan Stanley Derivatives

"MSI" means Morgan Stanley & Co. International Limited

"Obligor" means the Borrower and the Guarantors and each other Person (other than the Lender, MSI, the Morgan Stanley Lenders, London Underground Limited, London Transport Limited and Seven Westferry Circus Limited), which is a party to any of the Finance Documents

"Person" includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 5
to Form No 395 and 410 (Scot)

Please complete legibly, preferably in black type, or bold block lettering

Company number

1961312

Name of Company

Canary Wharf
Limited*

* delete if inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Real Property" means, in relation to any Chargor, all or any part of the freehold and leasehold property of that Chargor described in Schedule 2 to the Debenture (and listed in Note 4 below) and any estate or interest now or in the future therein or in any of the buildings therein or thereon and any reference to Real Property includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings, and all Fixtures belonging to that Chargor from time to time therein or thereon

"Rights" means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever)

"Security" includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (including any "flawed asset" arrangement)

and any reference to any agreement or document is a reference to the relevant agreement or document as from time to time amended, supplemented, novated, restated or replaced and includes a reference to any document which amends, supplements, novates, restates, replaces or is entered into, made or given pursuant to or in accordance with any of the terms of, the relevant agreement or document.

Note (3): The Chargors which are party to the Debenture are as follows:-

CANARY WHARF LIMITED	(Registered No. 1971312)
CABOT PLACE LIMITED	(Registered No. 2548110)
SEVEN WESTFERRY CIRCUS (NO. 2) LIMITED	(Registered No. 2732121)
SEVEN WESTFERRY CIRCUS LIMITED	(Registered No. 2732071)
CWC SPVa LIMITED	(Registered No. 3123292)
CWC SPVb LIMITED	(Registered No. 3123060)
MOSSLIGHT LIMITED (in the course of changing its name to CWC SPVd LIMITED)	(Registered No. 3302741)
HARBOURBEAM LIMITED (in the course of changing its name to CWC SPVe LIMITED)	(Registered No. 3302707)
HERALDLAND LIMITED (in the course of changing its name to CWC SPVf LIMITED)	(Registered No. 3302749)
ORCHARDBRIGHT LIMITED (in the course of changing its name to CWC SPVg LIMITED)	(Registered No. 3302682)

Note (4): The Real Property specified in Schedule 2 to the Debenture is as follows:

25 The North Colonnade - Building FC-3

- 1 Mosslight Limited (in the course of changing its name to CWC SPVd Limited)**: All that freehold property known as 25 The North Colonnade, Canary Wharf, London E14, as the same is more particularly described in a Transfer of 27 March 1997 made between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) Mosslight Limited (in the course of changing its name to CWC SPVd Limited) (3) and Canary Wharf Limited (4), forming part of Title Number EGL200721.
- 2 Canary Wharf Limited**: All that leasehold property known as 25 The North Colonnade, Canary Wharf, London E14, as the same is more particularly described in a Transfer of 27

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Particulars of a mortgage or charge (continued)

Continuation sheet No 6
to Form No 395 and 410 (Scot)

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Company number

1971312

Name of Company

* delete if inappropriate

Canary Wharf
Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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March 1997 made between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) Mosslight Limited (in the course of changing its name to CWC SPVd Limited) (3) and Canary Wharf Limited (4), forming part of the property registered under Title Number EGL202850, and of the premises comprised in a Lease dated 17 July 1987 (as subsequently varied) between Legibus 925 Limited (to be renamed O&Y Canary Wharf Investments Limited) (1) and The Canary Wharf Development Co. Limited (2).

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Seven Westferry Circus - Building B-2

- 1 **Harbourbeam Limited (in the course of changing its name to CWC SPVe Limited):** All that freehold property known as 7 Westferry Circus, Canary Wharf, London E14, as the same is more particularly described in a Transfer of 27 March 1997 made between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) Harbourbeam Limited (in the course of changing its name to CWC SPVe Limited) (3) and Canary Wharf Limited (4), forming part of Title Number EGL200721.
- 2 **Seven Westferry Circus Limited:** All that leasehold property known as 7 Westferry Circus, Canary Wharf, London E14, being the property registered under Title Number EGL310845 comprised in a Lease dated 8 April 1993 made between O&Y Canary Wharf Investments Limited (1) Makemarket Limited (2) and Stephen Adamson & Others (3).
- 3 **Seven Westferry Circus (No. 2) Limited:** All that leasehold property known as 7 Westferry Circus, Canary Wharf, London E14 (excluding Floors 3-7 (inclusive)), forming part of the building and being the remaining property registered under Title Number EGL310843 and forming part of the premises comprised in a Lease dated 17 July 1987 (as subsequently varied) between Legibus 925 Limited (to be renamed O&Y Canary Wharf Investments Limited) (1) and The Canary Wharf Development Co. Limited (2) and which was part of the premises comprised in a transfer dated 8 April 1993 between Olympia & York Canary Wharf Limited (1) Methodtask Limited (2) O&Y Canary Wharf Investments Limited (3) and Stephen Adamson & Others (4).

One Canada Square - The Tower, DS-7

- 1 **CWC SPVa Limited:** All that leasehold property known as One Canada Square, Canary Wharf, London E14 and being the property in the course of registration under Title Number EGL343409 and comprised in a Lease dated 22 December 1995 made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) and CWC SPVa Limited (3) and Canary Wharf Management Limited (4).
- 2 **CWC SPVb Limited:** All that leasehold property known as Floors 31-50 (inclusive) and the retail concourse floor, One Canada Square, Canary Wharf, London E14, forming part of the building and being the property in the course of registration under Title Number EGL343407 and comprised in a Lease dated 22 December 1995 between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) CWC SPVb Limited (3) and Canary Wharf Management Limited (4).
- 3 **Canary Wharf Limited:** All that leasehold property known as Floors 31-49 (inclusive), One Canada Square, Canary Wharf, London E14, more particularly described in a Deed of Variation of 27 March 1997 made between CWC SPVb Limited (1) Canary Wharf Limited (2) Cabot Place Limited (3) First Tower T1 Limited and First Tower T2 Limited (4) Seven Westferry Circus (No 2) Limited (5) Canary Wharf Management Limited (6), forming part of the property registered under Title Number EGL202850 and being part of the premises demised by a Lease dated 17 July 1987 (as subsequently varied) made between Legibus 925 Limited (to be renamed O&Y Canary Wharf Investments Limited) (1) and The Canary Wharf Development Co. Limited (2).
- 4 **CWC SPVb Limited:** All that leasehold property known as Floor 50, One Canada Square, Canary Wharf, London E14, being the property registered under Title Number EGL323841 comprised in a Lease dated 5 May 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 7
to Form No 395 and 410 (Scot)

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Company number

1971312

Name of Company

Canary Wharf
Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(3) and Canary Wharf Management Limited (4) as the same was comprised in a Transfer dated 22 December 1995 and made between Canary Wharf Investments (Three) (1) and CWC SPVb Limited (2).

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5 **CWC SPVb Limited:** All that leasehold property known as Concourse Retail, One Canada Square, Canary Wharf, London E14, being the property registered under Title Number EGL343404 forming part of the property comprised in a Lease dated 17 July 1987 (as subsequently varied) and made between Legibus 925 Limited (to be renamed O&Y Canary Wharf Investments Limited) (1) and The Canary Wharf Development Co. Limited (2) as the same was comprised in a Transfer dated 22 December 1995 between First Tower T1 Limited and First Tower T2 Limited (1) CWC SPVb Limited (2) and Canary Wharf Investments Limited (3).

6 **Canary Wharf Limited:** All that leasehold property known as Concourse Retail, One Canada Square, Canary Wharf, London E14, being the property in the course of registration under Title Number EGL343403 comprised in a Lease dated 22 December 1995 and made between First Tower T1 Limited and First Tower T2 Limited (1) Canary Wharf Limited (2) and Canary Wharf Management Limited (3).

Cabot Place (Parcel RT-1) and Cabot Square Car Park

1 **Heraldland Limited (in the course of changing its name to CWC SPVf Limited):** All that freehold property known as Cabot Place and Cabot Square Car Park, Canary Wharf, London E14, as the same is more particularly described in a Transfer of 27 March 1997 made between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) Heraldland Limited (in the course of changing its name to CWC SPVf Limited) (3) and Canary Wharf Limited (4) forming part of Title Number EGL200721.

2 **CWC SPVb Limited:** All that leasehold property known as Cabot Place and Cabot Square Car Park, Canary Wharf, London E14 (save for the malls and common parts of the building), being the property registered under Title Number EGL343440 comprised in a Lease dated 17 July 1987 (as subsequently varied) between Legibus 925 Limited (to be renamed O&Y Canary Wharf Investments Limited) (1) and The Canary Wharf Development Co. Limited (2), as the same was comprised in a Transfer dated 22 December 1995 between First Tower T1 Limited and First Tower T2 Limited (1) and CWC SPVb Limited (2).

3 **Canary Wharf Limited:** All that leasehold property known as Cabot Place and Cabot Square Car Park, Canary Wharf, London E14, being the property in the course of registration under Title Number EGL343442 and which was demised by a Lease dated 22 December 1995 between First Tower T1 Limited and First Tower T2 Limited (1) Canary Wharf Investments Limited (2) Canary Wharf Limited (3) and Canary Wharf Management Limited (4).

4 **Cabot Place Limited:** All that leasehold property known as the malls, escalators, stairways and other common areas at Concourse, Ground, First and Second Floors and Floor M1 of Cabot Place, Canary Wharf, London E14, being the property registered under Title Number EGL295722 and which forms part of the premises demised by a Lease dated 17 July 1987 (as subsequently varied) made between Legibus 925 Limited (to be renamed O&Y Canary Wharf Investments Limited) (1) and The Canary Wharf Development Co. Limited (2).

5 **Canary Wharf Limited:** All that leasehold property known as the malls, escalators, stairways and other common areas at Concourse, Ground, First and Second Floors, and Floor M1 of Cabot Place, Canary Wharf, London E14, being the property registered under Title Number EGL296205 and comprised in a lease dated 11 August 1991 made between OYCW Investments (RT-Malls) Limited (1) and Olympia & York Canary Wharf Limited (2).

6 **Cabot Place Limited:** All that leasehold property known as Cabot Place (not including the Cabot Square Car Park), Canary Wharf, London E14, being the property registered under Title Number EGL326709 and comprised in a lease dated 18 October 1991 made between Olympia & York Canary Wharf Limited (1) Canary Wharf Management Limited (2) and Cabot

Please do not write in this binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 8
to Form No 395 and 410 (Scot)

Please complete legibly, preferably in black type, or bold block lettering

Company number

1971312

* delete if inappropriate

Name of Company

Canary Wharf
Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold block lettering

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
legibly, preferably
in black type, or
bold block lettering

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Place Limited (3), as varied by a Deed of Variation dated 24 August 1994 (taking effect as a surrender and re-grant).

Churchill Place Car Park

Please complete
legibly, preferably
in black type, or
bold block lettering

- 1 **Canary Wharf Limited:** All that leasehold property known as part of Churchill Place Car Park, Canary Wharf, London E14 registered under Title Number EGL315796 comprised in a Lease dated 20 October 1993 between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) and Stephen James Lister Adamson & Others (3).

Westferry Circus Car Park

- 1 **Orchardbright Limited (in the course of changing its name to CWC SPVg Limited):** All that freehold property known as Westferry Circus Car Park, Canary Wharf, London E14 as the same is more particularly described in a Transfer of 27 March 1997 made between Canary Wharf Investments Limited (1) Orchardbright Limited (in the course of changing its name to CWC SPVg Limited) (2) and Canary Wharf Limited (3) forming part of the land registered under Title Number EGL200721.
- 2 **Canary Wharf Limited:** All that leasehold property known as Westferry Circus Car Park, Canary Wharf, London E14 as the same is more particularly described in a Transfer of 27 March 1997 made between Canary Wharf Investments Limited (1) Orchardbright Limited (in the course of changing its name to CWC SPVg Limited) (2) and Canary Wharf Limited (3) forming part of the premises registered under Title Number EGL202850 and of the premises comprised in a Lease dated 17 July 1987 (as subsequently varied) and made between Legibus 925 Limited (to be renamed O&Y Canary Wharf Investments Limited) (1) and The Canary Wharf Development Co. Limited (2).

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01971312

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND FIXED AND FLOATING CHARGE DEBENTURE DATED THE 27th MARCH 1997 AND CREATED BY CANARY WHARF LIMITED FOR SECURING THE PAYMENT AND DISCHARGE OF ALL LIABILITIES (AS DEFINED) IN FAVOUR OF EUROPEAN INVESTMENT BANK WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th APRIL 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th APRIL 1997.

A handwritten signature in cursive script, appearing to read 'A. J. Wakeham'.

A. J. WAKEHAM

for the Registrar of Companies



COMPANIES HOUSE

LC
LTT
16/11/97