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## COMPANIES FORM No. 395 Particulars of a mortgage or charge

# 395

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Pursuant to section 395 of the Companies Act 1985

CHA 116

To the Registrar of Companies

For official use

Company number

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

154

1971312

Name of company

\* Canary Wharf Limited (the "Company")

\*insert full name of company

Date of creation of the charge

23rd December 1996

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

Deed of Charge dated 23rd December 1996 (the "Deed of Charge") made between the Company and W&G Lease Finance Limited ("W&G")

Amount secured by the mortgage or charge

Under the terms of clause 2.1 of the Deed of Charge the Company covenants that it will on demand pay to W&G all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by the Company to W&G under or in respect of the Documentation (as hereinafter defined) (including, without limitation, all sums in respect of which W&G has a claim against the Company as a result of any breach, disclaimer or repudiation of the Documentation or any part of it) when the same become due for payment or discharge whether by acceleration or otherwise all in accordance with the terms applicable thereto.

**Definitions**

The following definition is taken from the lease of the Premises (as hereinafter defined) to be made between W&G (1) and the Company (2)

See Continuation Sheet No. 1, Page 2

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

W&G Lease Finance Limited whose registered office is at The Quadrangle,  
The Promenade, Cheltenham, Gloucestershire

Postcode

GL50 1PX

Presenter's name address and reference (if any);

Norton Rose  
Kempson House  
P.O. Box 570  
Camomile Street  
London EC3A 7AN

144/Z150291/KD080197.3

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*K77GSS86\* 990  
COMPANIES HOUSE 10/01/97

Short particulars of all the property mortgaged or charged

Under the terms of clause 3 of the Deed of Charge the Company with full title guarantee assigns and agrees to assign Security Fund 2 (as hereinafter defined), Security Fund 3 (as hereinafter defined), Security Fund 4 (as hereinafter defined), Security Fund 6 (as hereinafter defined) and Security Fund 7 (as hereinafter defined) to W&G absolutely (but subject to redemption upon payment and discharge in full of all actual and potential Liabilities (as hereinafter defined)).

Clause 13 of the Deed of Charge provides that the Deed of Charge shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and shall remain in full force and effect until all the Liabilities have been finally paid or discharged in full.

Clause 15.2 of the Deed of Charge provides that any change in the constitution of W&G or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way affect or prejudice its rights under the Deed of Charge.

See Continuation Sheet No. 1, Page 4

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norton Rose

Date

10th January, 1997

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

† delete as appropriate

- 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.

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

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

**CHA 116**

Please complete  
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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

-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]

("Lease 4"), which definition is incorporated into the Agreement for Lease (as hereinafter defined); the definitions contained in the Agreement for Lease are incorporated into the Deed of Charge by reference:

Please complete  
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"Documentation" means Lease 4, the Agreement for Lease, Lease 1A, Lease 1B, Lease 1C, Lease 2A, Lease 2B, Lease 2C and Lease 3 and all documents referred to in clause 2.3 of the Agreement for Lease namely the Equalisation Agreement, the CWH Guarantee, the CWL Guarantee, Property Charge 1, Property Charge 2, the Deed of Charge, the Debenture, the Deed of Priorities and the Section 11 Election (all as defined in the Agreement for Lease) and includes any documents from time to time in force which are supplemental to or in replacement of any such documents.

The following definitions are taken from either the Deed of Charge or the Agreement for Lease:

"Abbey" means Abbey National December Leasing (2) Limited (No. 2488040) whose registered office is at Abbey House, Baker Street, London NW1 6XL;

"Agreement for Lease" means an agreement for lease and leaseback dated 23rd December 1996 and made between the Company (1), Abbey (2), W&G (3), CWC SPVb Limited (4) and Canary Wharf Management Limited (5);

"Building" means 5 North Colonnade/10 Cabot Square, Canary Wharf, London E14;

"CWH Guarantee" means the guarantee dated 23rd December 1996 between Canary Wharf Holdings Limited (1) and W&G (2);

"CWL Guarantee" means the guarantee dated 23rd December 1996 between the Company (1) and W&G (2);

"Debenture" means the debenture made between CWR SPV CO No 3 (1) and W&G (2) dated 23rd December 1996;

"Deed of Priorities" means the deed of priorities dated 23rd December 1996 made between Bankers Trustee Company Limited (1), Continental Casualty Company (2), W&G (3), European Investment Bank (4), Canary Wharf Holdings Limited (5), Canary Wharf Investments Limited (6), the Company (7), CWR SPV CO No 3 (8), CWC SPVb Limited (9), Cabot Place Limited (10) and CWE SPVe Limited (11);

"Equalisation Agreement" means the equalisation agreement dated 23rd December 1996 made between CWR SPV CO No 3 (1) and W&G (2);

"Lease 1A" means the lease of the whole of floors 1-4 and 7 and 8, and parts of floor 5, floor 6, level M1 and the plaza of the Building dated 23rd December 1996 and made between Canary Wharf Investments Limited (1), the Company (2), CWC SPVc Limited (3) and Canary Wharf Management Limited (4);

"Lease 1B" means the lease of part of the fifth floor of the Building dated 23rd December 1996 and made between Canary Wharf Investments Limited (1), the Company (2), CWC SPVc Limited (3) and Canary Wharf Management Limited (4);

"Lease 1C" means the lease of part of the sixth floor of the Building dated 23rd December 1996 and made between Canary Wharf Investments Limited (1), the Company (2), CWC SPVc Limited (3) and Canary Wharf Management Limited (4);

See Continuation Sheet No. 1, Page 4

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

**Please complete  
legibly, preferably  
in black type, or  
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Definitions

The following definitions are taken from the Deed of Charge:

"Account 2" means the Sterling deposit account number 10000346 (or such other account number as the Bank may from time to time specify as denominating such account) in the name of the Company opened on the books of the Bank and designated "Rent Collection Account";

"Account 3" means the Sterling deposit account number 10000303 (or such other account number as the Bank may from time to time specify as denominating such account) in the name of the Company opened on the books of the Bank and designated "Stamp Duty Account";

"Account 4" means the Sterling deposit account number 10000338 (or such other account number as the Bank may from time to time specify as denominating such account) in the name of the Company opened on the books of the Bank and designated "Schedule A Contingency Account";

"Account 6" means the Sterling deposit account number 10000311 (or such other account number as the Bank may from time to time specify as denominating such account) in the name of the Company opened on the books of the Bank and designated "Excess Rents Account";

"Account 7" means the Sterling deposit account number 10000354 (or such other account number as the Bank may from time to time specify as denominating such account) in the name of the Company opened on the books of the Bank and designated "Additional Contingency Account";

"Bank" means The Royal Bank of Scotland plc acting through its office at Waterhouse Square, 138/142 Holborn, London EC1N 2TH;

"Liabilities" means the moneys, obligations and liabilities covenanted to be paid or discharged to W&G under the Deed of Charge;

"Security Fund 2" means the amount standing to the credit of Account 2 from time to time;

"Security Fund 3" means the amount standing to the credit of Account 3 from time to time;

"Security Fund 4" means the amount standing to the credit of Account 4 from time to time;

"Security Fund 6" means the amount standing to the credit of Account 6 from time to time; and

"Security Fund 7" means the amount standing to the credit of Account 7 from time to time.

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# Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete  
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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

Limited\*

\* delete if  
inappropriate

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

"Lease 2A" means the lease of floors 1-4, 7 and 8 and parts of floor 5, floor 6, level M1 and the plaza of the Building in the approved form to be made between the Company (1), Abbey (2) and Canary Wharf Management Limited (3);

"Lease 2B" means the lease of part of the fifth floor of the Building in the approved form to be made between CWC SPVb Limited (1), Abbey (2) and Canary Wharf Management Limited (3);

"Lease 2C" means the lease of part of the sixth floor of the Building in the approved form to be made between CWC SPVb Limited (1), Abbey (2) and Canary Wharf Management Limited (3);

"Lease 3" means the lease of the Premises to be made between Abbey (1), W&G (2) and Canary Wharf Management Limited (3);

"Premises" means Floors 1 to 8 (inclusive) and part of level M1 and the plaza of the Building;

"Property Charge 1" means the first legal charge over Lease 1A and the Company's interest in Lease 4 and the right of the Company under the Agreement for Lease to the grant of Lease 4 given by the Company to W&G dated 23rd December 1996;

"Property Charge 2" means the legal charge over the freehold of the Building and Lease 1B and Lease 1C made between CWC SPVb Limited (1), Canary Wharf Investments Limited (2) and W&G (3) dated 23rd December 1996; and

"Section 11 Election" means an election under Section 11 of the Capital Allowances Act 1990 made by the Company and Abbey dated 23rd December 1996 in respect of the grant of (or agreement to grant) Lease 2A, Lease 2B and Lease 2C.

Clause 1.2(e) of the Deed of Charge provides that references to (or any specified provision of) any document shall be construed as references to that document (or that provision) as in force for the time being and as amended from time to time in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties.

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

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## 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 DEED OF CHARGE DATED THE 23rd DECEMBER 1996 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES DUE, OWING OR INCURRED BY THE COMPANY TO W&G LEASE FINANCE LIMITED UNDER OR IN RESPECT OF THE DOCUMENTATION (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th JANUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JANUARY 1997.

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

A. J. WAKEHAM

for the Registrar of Companies

~~LC~~  
LH  
15/1



COMPANIES HOUSE

HC026B