

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

[ 89 ]

1971312

Name of company

\* Canary Wharf Limited (the "Chargor")

Date of creation of the charge

22nd March, 2002

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

Charge dated 22nd March, 2002 between the Chargor and the Secured Party (as defined below) (the "Charge").

Amount secured by the mortgage or charge

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 Trustee to the Secured Party under the Intercompany Loan Agreement (the "Secured Liabilities").

Capitalised terms in this form 395 are defined in the continuation sheet.

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

Canary Wharf Holdings (BP1) Limited of 30th Floor, One Canada Square, Canary Wharf, London (the "Secured Party").

Postcode E14 5AB

Presentor's name address and  
reference (if any):

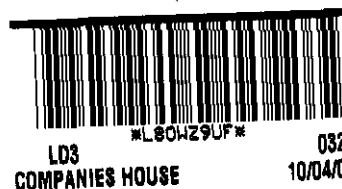
Allen & Overy  
One New Change  
London  
EC4M 9QQ

BK: 946795.1

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see continuation sheets

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Allen & Overy

Date

9th April, 2002

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

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

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

**1. Creation of fixed security**

The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Secured Party:

- (a) by way of a second legal mortgage its interests in the Mortgaged Property; and
- (b) by way of a second fixed charge:
  - (i) all plant and machinery relating to the Mortgaged Property and owned by the Chargor and its interest in any plant or machinery forming part of any building erected on the Mortgaged Property;
  - (ii) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
  - (iii) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with the use of any Security Asset specified in any other paragraph in this clause and the right to recover and receive all compensation which may be payable to it in respect of them; and
  - (iv) all other interests of whatever nature of the Chargor (including rights under any contractual arrangements or warranties entered into or provided in connection with the construction of any building or Fixture on the Property) relating to the Mortgaged Property and the Borrower (but excluding the CW Brackendown Contract).

**2. Assignment**

The Chargor assigns absolutely to the Secured Party by way of second security all its rights under the Standby Agreement for Lease and the Standby Lease relating to the Mortgaged Property to which it is a party.

**NB:**

- (1) A reference in the Charge to a charge or mortgage of any freehold or leasehold property includes:
  - (i) all buildings and Fixtures on that property;
  - (ii) the proceeds of sale of any part of that property; and
  - (iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.
- (2) The terms of any side letters between any parties in relation to any Finance Document are incorporated in the Charge to the extent required to ensure that any purported disposition of the Mortgaged Property contained in the charge is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

**Company: Canary Wharf Limited**  
**Continuation Sheet 2**

- (3) The charges, mortgages and assignments granted by the Chargor under the Charge are given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (the "**1994 Act**").
- (4) The Chargor shall not, except as permitted under the Credit Agreement or as otherwise waived by the Finance Parties:
- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Charge and Security Interests notified to the Secured Party prior to the date of the Charge; or
  - (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset or permit the same to occur.

In this Form 395:

**"Agent"**

means Eurohypo Aktiengesellschaft Europäische Hypotheken Bank der Deutschen Bank, London Branch, as agent.

**"Agreement for Lease"**

means, in relation to the Site, an agreement to grant an Occupational Lease or Leases for all or part of the Site.

**"Banks"**

means the financial institutions listed in schedule 1 of the Credit Agreement as banks.

**"Borrower"**

means Canary Wharf Holdings (BP1) Limited (Registered in England and Wales No. 4066771).

**"Canary Wharf Estate"**

means that land identified as the Canary Wharf estate and outlined by a red line on the Site Plan.

**"Credit Agreement"**

means the £1,000,000,000 Credit Agreement originally dated 3rd November, 2000 (as amended and restated by the supplemental agreement dated 4th October, 2001) between (amongst others) the Agent and the parties to the Charge.

**"Commitment"**

means, subject to the provisions of the Syndication Agreement:

- (a) in relation to a Bank which is a Bank on the date of this Agreement, the amount in Sterling set out opposite its name in Schedule 1 of the Credit Agreement and the amount of any other Bank's Commitment acquired by it under clause 29 (Changes to the Parties) of the Credit Agreement; and

**Company: Canary Wharf Limited**  
**Continuation Sheet 3**

- (b) in relation to a Bank which becomes a Bank after the date of the Credit Agreement, the amount of any other Bank's Commitment acquired by it under clause 29 (Changes to the Parties) of the Credit Agreement,

to the extent not cancelled, transferred or reduced under the Credit Agreement.

**"Contractorco"**

means Canary Wharf Contractors (BP1) Limited (Registered in England and Wales No 4066332).

**"Counterparty"**

means:

- (a) Barclays Bank PLC, Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch, Citibank N.A., London Branch, Credit Suisse First Boston, London Branch, Deutsche Bank AG, London Branch, HSBC Bank plc, Morgan Stanley & Co International Limited, National Westminster Bank Plc or The Royal Bank of Scotland plc; or
- (b) an Affiliate of an entity named in paragraph (a) above which assumes any obligation of such entity under, and in accordance with any Hedging Arrangements to which that entity is party, the obligations of which Affiliate under the relevant Hedging Arrangements are guaranteed in full by that entity to the satisfaction of the Agent (acting reasonably) in circumstances where the Agent (acting reasonably) is also satisfied that such arrangement does not prejudice the interests of the other Finance Parties,

in each case if it has become an additional Counterparty in accordance with clause 29.6 (Additional Counterparties) of the Credit Agreement in its capacity as a counterparty to Hedging Arrangements.

**"CW Brackendown Contract"**

means the design and construct contract dated 31st March, 1989 between the Chargor and CWCL under which CWCL agreed to design and construct phase II of the Canary Wharf Estate (including, without limitation, the Development).

**"CWCL"**

means Canary Wharf Contractors Limited (Registered in England and Wales No. 2352250).

**"CWCL Charge"**

means a legal charge executed or to be executed by CWCL in favour of the Agent with respect to the Development, substantially in the form of schedule 16 of the Credit Agreement.

**"CWG"**

means Canary Wharf Estates Limited (formerly known as Canary Wharf Group plc) (Registered in England and Wales No. 3114622).

**"CWHL"**

means Canary Wharf Holdings Limited (Registered in England and Wales No. 2798284).

**Company: Canary Wharf Limited**  
**Continuation Sheet 4**

**"CWIL"**

means Canary Wharf Investments Limited (Registered in England and Wales No. 2127410).

**"CWL Charge"**

means a legal charge executed or to be executed by the Chargor in favour of the Agent with respect to the Site, substantially in the form of schedule 13 of the Credit Agreement.

**"Debenture"**

means a debenture executed or to be executed by each of the SPVs relating to the Site in favour of the Agent, substantially in the form of schedule 12 of the Credit Agreement.

**"Development"**

means the Development in relation to Parcel BP1, Canary Wharf, London E14.

**"Facility Administrator"**

means Canary Wharf Limited (Registered in England and Wales No. 1971312).

**"Fee Letter"**

means the letter dated the date of the Credit Agreement between the Joint Arrangers and the Facility Administrator setting out the amount of various fees referred to in clause 22 (Fees) of the Credit Agreement.

**"Finance Document"**

means:

- (a) Credit Agreement;
- (b) a Security Document;
- (c) the Subordination Deed;
- (d) any Hedging Arrangement;
- (e) a Novation Certificate;
- (f) the Syndication Letter;
- (g) the Syndication Agreement;
- (h) the Fee Letter; or
- (i) any other document designated as such by the Agent and the Borrower or the Facility Administrator.

**Company: Canary Wharf Limited**  
**Continuation Sheet 5**

**"Finance Party"**

means a Joint Arranger, a Bank, a Counterparty or the Agent.

**"Fixtures"**

means all fixtures and fittings (including trade fixtures and fittings but excluding all tenants' trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property.

**"Hedging Arrangements"**

means any interest rate hedging arrangements entered into by the Borrower in connection with interest payable by that Borrower under the Credit Agreement.

**"HQPL"**

means Heron Quays Properties Limited (Registered in England and Wales No. 2276627).

**"Intercompany Loan Agreement"**

means the intercompany loan agreement dated 22nd March, 2002 between the Secured Party and the Trustees.

**"Insurances"**

means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest.

**"Investorco 1"**

means Canary Wharf Investment Holdings (BP1) Limited (Registered in England and Wales No. 4370808).

**"Investorco 2"**

means Canary Wharf Investments (BP1) Limited (Registered in England and Wales No. 4370728).

**"Joint Arrangers"**

means Bayerische Hypo-und Vereinsbank Aktiengesellschaft, London Branch, Eurohypo Aktiengesellschaft Europäische Hypotheken Bank der Deutschen Bank, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc as joint arrangers.

**"Leaseco"**

means Canary Wharf Leasing (BP1) Limited (Registered in England and Wales No. 4370790).

**"Loan"**

means the principal amount of each borrowing (including capitalised interest added to that amount pursuant to clause 9.3 (Capitalisation of interest) of the Credit Agreement) by the Borrower under the Credit Agreement or the principal amount outstanding of that borrowing.

**Company: Canary Wharf Limited**  
**Continuation Sheet 6**

**"Mortgaged Property"**

means the property specified in the schedule to this form 395.

**"Novation Certificate"**

has the meaning given to it in clause 29.3 of the Credit Agreement (Procedure for novations).

**"Obligor"**

means the Facility Administrator, a Parent Guarantor, an SPV or CWCL.

**"Occupational Lease"**

means, in relation to the Site, any occupational lease or licence or other right of occupation to which the Site may be subject from time to time.

**"Parent Guarantor"**

means CWG, CWHL, CWIL, the Chargor or HQPL.

**"Security Assets"**

means all assets of the Chargor the subject of any security created by the Charge.

**"Security Document"**

means:

- (a) the Debenture;
- (b) the CWL Charge;
- (c) the CWCL Charge;
- (d) the Shares Charge; or
- (e) any other document designated as such by the Agent and the Borrower.

**"Security Interest"**

means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

**"Shares Charge"**

means a fixed charge over the shares of the Borrower entered into or to be entered into between CWIL and the Agent substantially in the form of schedule 17 of the Credit Agreement.

**"Site"**

means the parcel of land known as BP1 Canary Wharf, London E14.



**Company: Canary Wharf Limited**  
**Continuation Sheet 7**

**"Site Plan"**

means the plan of Canary Wharf and Canary Wharf South, London E14 in annexure 1 of the Credit Agreement.

**"SPV"**

means, subject to clause 29.7 of the Credit Agreement (Release of SPVs), the Borrower, the Subco, a Trustee, the Leaseco, the Contractorco, an Investorco 1 or an Investorco 2.

**"Standby Agreement for Lease"**

means, in relation to the Site, the agreement for underlease entered into or to be entered into between the Developer, the Trustees and the Leaseco, subject to and with the benefit of any Agreement for Lease or Occupational Lease.

**"Standby Lease"**

means, in relation to the Site, an underlease granted or to be granted by the Developer and the Trustees for that Site to the Leaseco for that Site in accordance with the terms of the Standby Agreement for Lease for that Site.

**"Subco"**

means Canary Wharf (BP1) Limited (Registered in England and Wales No. 4066322).

**"Subordination Deed"**

means, in relation to the Development, the subordination deed entered into or to be entered into between (amongst others) one or more Parent Guarantors as subordinated creditors, one or more SPVs as debtors and the Agent, substantially in the form of schedule 18 of the Credit Agreement.

**"Syndication Agreement"**

means an agreement entered into or to be entered into between the Obligors, the Joint Arrangers, the original Banks, certain new Banks and the Agent, in substantially the form set out in the Syndication Letter.

**"Syndication Letter"**

means the letter dated the date of the Credit Agreement between the Joint Arrangers and the Facility Administrator relating to the process of syndicating the Commitments and the Loans.

**"Trustees"**

means Canary Wharf (BP1) T1 Limited (Registered in England and Wales No. 4370722), and Canary Wharf (BP1) T2 Limited (Registered in England and Wales No. 4370718).

**SCHEDULE**

**Real Property**

The beneficial interest in the whole of the property the bare title to which was transferred by a Transfer (on Form TP1) of Parcel BP1, Canary Wharf, London E14 dated 22nd March, 2002 and made between Canary Wharf Limited (1), Canary Wharf (BP1) T1 Limited and Canary Wharf (BP1) T2 Limited (2) and Canary Wharf Management Limited (3) comprising parts of Title Number EGL 316758.

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 CHARGE DATED THE 22nd MARCH 2002 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH TRUSTEE TO THE SECURED PARTY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th APRIL 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

LC  
MB