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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

		102
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01971312



06400574
395

Name of company

* Canary Wharf Limited ("CWL") whose registered office is at One Canada Square, Canary Wharf, London E14 5AB

Date of creation of the charge

25 January 2005

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

First Legal Charge dated 25 January 2005 between (1) Canary Wharf Limited ("CWL") (2) RBSSAF (15) Limited ("RBSSAF") and (3) Canary Wharf Investments Limited ("CWIL") (the "Legal Charge")

Amount secured by the mortgage or charge

2.1 All moneys obligations and liabilities now or hereafter due, owing or incurred to RBSSAF by CWL under or pursuant to the Documentation and/or the Legal Charge when the same become due for payment or discharge whether by acceleration or otherwise and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to RBSSAF or purchased or otherwise acquired by it; denominated in sterling or in any other currency; or incurred on any banking or other account or in any other manner whatsoever. Those monies include without limitation interest (both before and after judgement) to date of payment at such rates and upon such terms as may from time to time be agreed, and commission fees and other charges and all legal and other costs charges and expenses on a full and unqualified indemnity basis which may be incurred by RBSSAF in enforcing its rights under the Documentation or the Legal Charge (together the "Secured Obligations").

see Addendum 2/4

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

RBSSAF (15) Limited (company registration number 04985549), whose registered office is at The Quadrangle, The Promenade, Cheltenham, Gloucestershire, GL50 1PX

Postcode

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN
HJF/85/AA57482 #3342775

Time critical reference

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

LTAYG2BF

0549
28/01/05

Short particulars of all the property mortgaged or charged

4.1.1 The Property specified in Schedule 1 to the Legal Charge and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property together with all rights, easements and privileges appurtenant to, or benefitting the same;

4.1.2 All moneys from time to time payable to CWL under or pursuant to the insurances including without limitation the refund of any premium.

see Addendum 4/4 (page 5)


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



Date

27/1/05

On behalf of chargee RBSSAF (15) Limited[†]

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

NOTES

† 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.
- 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

Company number

01971312

Name of company

* insert full name
of company

* Canary Wharf Limited

Addendum 1/4

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

Addendum 2/4

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

2.2 In this Form the following expressions have the following meanings:

"Documentation" has the meaning given in Lease 3.

"Charged Assets" means the assets of CWL referred to in paragraphs 4.1.1 and 4.1.2.

"Encumbrance" means any mortgage charge (whether fixed or floating), pledge, lien, hypothecation, standard security assignment by way of security or other security interest of any kind.

"Insurances" means all present and future contracts or policies of insurance effected by CWL or to which CWL is entitled in respect of the Property or otherwise in accordance with the Legal Charge.

"Property" means part ground and first to sixth floors, 20 Cabot Square, London E14 as comprised in and demised by Lease 3.

"Lease 3" means the Lease dated 29 November 2004 and made between W&G Lease Finance Limited (1) and CWL (2)

"Lease 1" means the Lease dated 27 December 1995 and made between CWIL (1) CWL (2) IPC Advisors UK Limited (3) and Canary Wharf Management Limited (4).

M395 Continuation

Company number

01971312

Name of company

* insert full name
of company

* Canary Wharf Limited

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* Canary Wharf Limited

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

4.2 The Charges created by the Legal Charge are a continuing security and as regards the Property is a charge by way of First Legal Mortgage and as regards the property described in paragraph 4.1.2 is a first fixed charge.

4.3 Clause 5.1 of the Legal Charge contains an agreement by CWL if and when required by the RBSSAF to execute such further Encumbrances and assurances in favour of RBSSAF and to do all such acts and things as RBSSAF shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Legal Charge over the Charged Assets or any part thereof or to facilitate the realisation of the same.

4.4 Clause 13.2 of the Legal Charge contains an agreement that during the continuance of the Security created by the Legal Charge the statutory and other powers of leasing letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by CWL in relation to the Charged Assets or any part thereof.

4.5 Clause 13.4 of the Legal Charge states that section 93 Law of Property Act 1925 shall not apply to the security created by the Legal Charge or to any security given to RBSSAF pursuant to the Legal Charge.

4.6 Paragraph 4 of schedule 2 to the Legal Charge contains a covenant by CWL that it will not without the prior written consent of RBSSAF dispose of the Property or any estate or interest in it, or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence or permission to assign underlet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person:

4.6.1 to be registered (jointly with CWL or otherwise) as proprietor under the Land Registration Acts of the Property nor create or permit to arise any overriding interest affecting the same within the definition in those Acts; or

4.6.2 to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property.

Provided that if the Morgan Stanley Lease (as defined in Lease 1) is determined or expires then CWL may relet the Property as permitted by Lease 3.

4.7 Paragraph 7 of Schedule 2 to the Legal Charge contains a covenant by CWL (not without the prior written consent of RBSSAF) to create or permit to subsist any mortgage debenture charge or pledge upon or permit any encumbrance to arise on or affect any part of the Charged Assets or dispose of any of the Charged Assets or agree to do so.

4.8 Paragraph 8 of Schedule 2 to the Legal Charge contains a covenant by CWL that in relation to any lease under which CWL from time to time holds the Property it will not without the consent of RBSSAF:

4.8.1 vary, cancel, surrender, determine or permit to be forfeited such lease; and

4.8.2 agree any review of the rent payable under such lease.

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 FIRST LEGAL CHARGE DATED THE 25th JANUARY 2005 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO RBSSAF (15) LIMITED ON ANY ACCOUNT WHATSOEVER 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 28th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd FEBRUARY 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —