

M

COMPANIES FORM No. 395 A/c 004 00074
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

81

1971312

Name of company

* Canary Wharf Limited (the "Company")

Date of creation of the charge

19 October 2001

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

Legal Charge (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 Obligor (as hereinafter defined) to each Finance Party (as hereinafter defined) under each Finance Document (as hereinafter defined) except for any obligation which, if it were so included, would result in the Charge contravening section 151 of the Companies Act 1985

"Obligor" means the Company, Canary Wharf Holdings Limited, Canary Wharf Investments Limited, Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) Limited, Canary Wharf (DS4) T1 Limited, Canary Wharf (DS4) T2 Limited, Canary Wharf Contractors (DS4) Limited, Canary Wharf Investments (DS4) Limited, Canary Wharf Investment Holdings (DS4) Limited and Canary Wharf Contractors Limited.

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

DePfa Bank AG, Paulinenstrasse 15, 65189 Wiesbaden, Germany, FAO
European Property Financing UK Department

Postcode

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

Norton Rose
Kempson House
Camomile Street
London
EC3A 7AN

EMQW/AA32613

Time critical reference

For official Use
Mortgage Section

Post room



LD1
COMPANIES HOUSE

LZ2UL5C1

0189
30/10/01

Short particulars of all the property mortgaged or charged

1. By way of a first legal mortgage all the legal and beneficial interests in the beneficial interest in the whole of the property transferred by a transfer of parcel DS4, Canary Wharf, London E14 dated 19 October 2001 and made between the Company, Canary Wharf (DS4) T1 Limited, Canary Wharf (DS4) T2 Limited and Canary Wharf Management Limited (the "Mortgaged Property")

2. By way of a first fixed charge:

2.1 all plant and machinery relating to the Mortgaged Property and owned by the Company and its interest in any plant or machinery forming part of any building erected on building Mortgaged Property

2.2 (to the extent of the interest of the Company) all monies standing to the credit of any account in the name the Company or in which the Company has an interest, established under clause 11 (Bank accounts) of the Credit Agreement and any other account relating to the Mortgaged Property and the debts represented by them

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

Norton Rose

Date

31/10/01

On behalf of ~~the 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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Name of Company

Company Number

* delete if
inappropriate

~~limited~~*

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

"Finance Party" means DePfa Bank AG as Agent, DePfa Bank AG, London Branch as Arranger, DePfa Bank AG, London Branch as a Bank and any counterparty to any hedging arrangement.

'Finance Document' means:

- a) the Credit Agreement dated 12 October 2001 between the Obligors and the Finance Parties;
- b) the Debenture;
- c) the Canary Wharf Limited Charge dated 19 October 2001 between Canary Wharf Limited and the Agent;
- d) the Canary Wharf Contractors Limited Charge dated 19 October 2001 between Canary Wharf Contractors Limited and the Agent;
- e) the Shares Charge dated 19 October 2001 between Canary Wharf Investments Limited and the Agent;
- f) the Subordination Deed dated 19 October 2001 between Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) Limited, Canary Wharf (DS4) T1 Limited, Canary Wharf (DS4) T2 Limited, Canary Wharf Contractors (DS4) Limited, Canary Wharf Investments (DS4) Limited, Canary Wharf Investment Holdings (DS4) Limited and the Agent;
- g) any hedging arrangement;
- h) a novation certificate in the form attached to the Credit Agreement;
- i) the Fee Letter dated 12 October 2001 between the Agent and the Company; or
- j) any other document designated as such by the Agent and the Company.

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

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

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

2.3 all benefits in respect of all contracts and policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest, in each case insofar as that insurance relates to the Development (as hereinafter defined) or the Site (as hereinafter defined) and all claims and returns of premiums in respect of them,

2.4 (to the extent they are not the subject of an effective assignment under Clause 2.2 (Assignment) of the Charge) all its rights under each Lease Document (as hereinafter defined) relating to the Mortgaged Property to which it is a party,

2.5 (to the extent they are not the subject of an effective assignment under Clause 2.2 (Assignment) of the Charge) all its rights under each Development Document (as hereinafter defined) (other than the Brackendown Contract (as hereinafter defined)) relating to the Development to which it is a party,

2.6 the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with the use of any asset of the Company the subject of any security created by the Charge specified in any other paragraph in this section of this form and the right to recover and receive all compensation which may be payable to it in respect of them,

2.7 all other interests of whatever nature of the Company (including rights under any contractual arrangements or warranties entered into or provided in connection with the construction of any building or fixture on the Site relating to the Mortgaged Property and Canary Wharf Holdings (DS4) Limited (but excluding the Brackendown Contract),

2.8 (to the extent they are not the subject of an effective assignment under Clause 2.2 (Assignment) of the Charge) all Rental Income (as hereinafter defined) relating to or deriving from the Mortgaged Property; and,

2.9 (to the extent they are not the subject of an effective assignment under Clause 2.2 (Assignment) of the Charge) any guarantee of Rental Income contained in or relating to any Occupational Lease Document (as hereinafter defined) relating to the Mortgaged Property,

"Development" means:

(a) the construction on the Site of the infrastructure relating to, and the construction works on, the Site necessary to achieve shell and core finish, as described in those drawings, plans and specifications in the form approved by DePfa Bank AG, London Branch (or, if the loan is syndicated, the banks holdings over 66.67% of the loan) in accordance with clause 4.1 of the Credit Agreement (but in each case excluding preliminary costs) (the "**Base Works**"),

(b) those construction works required to be carried out by or on behalf of the relevant Obligor for the benefit of an occupational tenant of the Site in accordance with any agreements to grant any occupational lease or licence or other right of occupation for all or any part of the Site and any related guarantees or similar security therefor ("**Agreements for Lease**") (not being Base Works or preliminary costs), to achieve the level of construction finish required by those Agreements for Leases (the "**Lease Works**");

and

(c) those construction works (not being Base Works or Lease Works or preliminary costs) on the Site required to achieve a developer's finish or as otherwise set out in those drawings, plans and specifications in the form approved by DePfa Bank AG, London Branch (or, if the loan is syndicated, the banks holdings over 66.67% of the loan) in accordance with clause 4.1 of the Credit Agreement (the "**Cat A Works**"), ,

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

Name of Company

* delete if
inappropriate

~~XXXX~~d*

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

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

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

'Development Document' means:

- a) the design and construct contract dated 31st March 1989 between the Company and Canary Wharf Contractors Limited under which Canary Wharf Contractors Limited agreed to design and construct phase II of the Canary Wharf Estate (including, without limitation, the Development) (the **"Brakendown Contract"**) insofar as it relates to the Development only;
- b) the design and construct sub-contract entered into between the Company, Canary Wharf Contractors Limited and Canary Wharf Contractors (DS4) Limited (the **"Sub-Contract"**);
- c) an agreement to grant an Occupational Lease or Leases for all or part of the Site and any related guarantees or security documents (an **"Agreement for Lease"**);
- d) a deed entered into or to be entered into between Canary Wharf Limited, Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) Limited, Canary Wharf (DS4) T1 Limited, Canary Wharf (DS4) T2 Limited and the Agent substantially in the form of Part 1 of Schedule 16 to the Credit Agreement (the **"Trust Deed"**);
- e) the undertaking entered into or to be entered into by the Company, Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) Limited and the Agent substantially in the form of Part II of Schedule 16 to the Credit Agreement (the **"Beneficiary's Undertaking"**);
- f) any trade contract in respect of the Development entered into or to be entered into between Canary Wharf Contractors Limited and/or Canary Wharf Contractors (DS4) Limited and a firm or company of trade contractors appointed by Canary Wharf Contractors Limited and/or Canary Wharf Contractors (DS4) Limited with the prior written approval of the Agent (such approval not to be unreasonably withheld or delayed) (a **"Trade Contractor"**) (a **"Trade Contract"**);
- g) an agreement for the appointment by Canary Wharf Contractors Limited or Canary Wharf Contractors (DS4) Limited of (i) a firm or company of architects appointed by CWCL or Contractorco for the Development with the prior written approval of the Agent (such approval not to be unreasonably delayed or withheld), (ii) Oscar Faber Group Limited or such other firm or company of building services engineers as may be appointed by Canary Wharf Contractors Limited or Canary Wharf Contractors (DS4) Limited with the prior written approval of the Agent (such approval not to be unreasonably withheld or delayed) or (iii) Cantor Seinuk UK Limited or such other firm or company of structural engineers appointed by Canary Wharf Contractors Limited or Canary Wharf Contractors (DS4) Limited with the prior written approval of the Agent (such approval not to be unreasonably delayed or withheld) or any other consultant with a design responsibility in respect of the Development appointed by Canary Wharf Contractors Limited and/or Canary Wharf Contractors (DS4) Limited, or any other consultant with like responsibilities in respect of the Development as may be appointed by Canary Wharf Contractors Limited and/or Canary Wharf Contractors (DS4) Limited, in each case with the prior approval of the Agent (such approval not to be unreasonably withheld or delayed) (a **"Professional"**) (a **"Professional Appointment"**);
- h) a letter between Canary Wharf Contractors Limited and/or Canary Wharf Contractors (DS4) Limited and a Trade Contractor or Professional setting out the intentions of the parties to enter into a Trade Contract or, as the case may be, a Professional Appointment (a **"Letter of Intent"**);
- i) each collateral warranty granted or to be granted by a Warranty Trade Contractor (as hereinafter defined) or a Warranty Professional (as hereinafter defined), in favour of the Agent (a **"Collateral Warranty"**);
- j) the loan agreement entered into or to be entered into between Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) T1 Limited and Canary Wharf (DS4) T2 Limited (on behalf of the Company) substantially in the form of Schedule 17 to the Credit Agreement (the **"Intercompany Loan Agreement"**);
- k) the payments agreement entered into or to be entered into between Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) T1 Limited and Canary Wharf (DS4) T2 Limited, Canary Wharf Contractors Limited, the Company and the Agent, substantially in the form of Schedule 15 to the Credit Agreement (the **"Payments Agreement"**); or
- l) any other document designed as such by the Agent and Canary Wharf Holdings (DS4) Limited.

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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Name of Company

Company Number

* delete if
inappropriate

	XXXXXX *
--	---------------------

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

--

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

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

"Lease Document" means

- (a) the lease dated 17 July 1987 originally granted by Canary Wharf Holdings Limited to the Company under which, upon the grant of the Overriding Lease, Canary Wharf Investments (DS4) Limited is landlord and the Company (with Canary Wharf (DS4) T1 Limited and Canary Wharf (DS4) T2 Limited) is the tenant, insofar as it relates to the Site (the **"Headlease"**)
- (b) any occupational lease or licence or other right of occupation to which the Site may be subject from time to time and any related guarantee or security document (the **"Overriding Lease"**)
- (c) an agreement to grant an Occupational Lease or Leases for all or part of the Site and any related guarantees or security documents (an **"Agreement for Lease"**)
- (d) any occupational lease or licence or other right of occupation to which the Site may be subject from time to time and any related guarantee or security document (an **"Occupational Lease"**)

"Occupational Lease Document" means an Occupational Lease or an Agreement for Lease relating to the Site

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of any Obligor in connection with the letting of the Site or any part therefor, including (without duplication or double counting or limiting the generality of the foregoing) each of the following amounts so payable:

- a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable
- b) any amount payable in respect of rent by any surety or guarantor of any rent
- c) any increase or rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927
- d) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954
- e) sums received by an Obligor (and to which that Obligor is beneficially entitled) from any deposit held as security for performance of any tenant's obligations
- f) any other moneys payable in respect of occupation and/or usage of the Site and every fixture and fitting therein and any and every fixture thereon, on licence or otherwise
- g) any profits awarded or agreed to be payable as a result of any proceedings taken
- h) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, an Obligor from any party) in furtherance of such proceedings so taken or claim so made.
- i) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon
- j) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease Document or occupancy agreement; and
- k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same, but after deducting the following amounts to the extent included in the above:
 - i) those amounts (if any) (together with any VAT or similar taxes charged thereon) due to an Obligor from any tenants under an Occupational Lease Document or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by an Obligor and/or Canary Wharf Management Limited or a Subsidiary (as hereinafter defined) or a holding company of a person and any other Subsidiary of that holding company under any repairing or similar obligations or in providing services to such tenant or tenants of such building.
 - ii) any contribution to a sinking fund paid by any tenant or other occupier; and
 - iii) any VAT or similar taxes payable on any of the items listed in paragraphs lettered (a)-(k) above.

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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Name of Company

Company Number

* delete if
inappropriate

	XXXX *
--	-------------------

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

--

Please do not
write in this
binding margin

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

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

"Site" means the parcel of land known as DS-4, Canary Wharf, London E14

"Warranty Professional" means:

- a) a Warranty Professional referred to in the list delivered pursuant to paragraph 7(e) of Schedule 2 (Conditions Precedent) to the Credit Agreement.
- b) a Professional listed as such in Schedule 7 to the Credit Agreement;
- c) a Professional which the Agent reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development; or
- d) a Professional appointed to replace any Professional referred to in paragraph (a), (b) or (c) above.

"Warranty Trade Contractor" means:

- a) a Warranty Trade Contractor referred to in the list delivered pursuant to paragraph 7(e) of Schedule 2 (Conditions Precedent) to the Credit Agreement.
- b) a Trade Contractor listed as such in Schedule 8 to the Credit Agreement;
- c) a Trade Contractor which the Agent reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development; or
- d) a Trade Contractor appointed to replace any Trade Contractor referred to in paragraph (a), (b) or (c) above.

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

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 LEGAL CHARGE DATED THE 19th OCTOBER 2001 AND CREATED BY CANARY WHARF LIMITED FOR SECURING IN FAVOUR DEPFA BANK AG (THE AGENT) ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OF EACH OBLIGOR TO THE FINANCE PARTIES UNDER EACH FINANCE DOCUMENT (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th OCTOBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 2001.

[Handwritten signature]



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES