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COMPANIES FORM No. 395

00400074/13

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

395

CHFP025

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 6)

For official use

1 0 3

Company number

01971312

Name of company

* Canary Wharf Limited ("CWL") whose registered office is at 1 Canada Square, Canary Wharf, London E14 5AB

Date of creation of the charge

16 March 2005

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

First legal charge dated 16 March 2005 and made between Canary Wharf Limited ("CWL") (1) and W&G Lease Finance Limited ("W&G") (2) (the "Legal Charge")

Amount secured by the mortgage or charge

All monies obligations and liabilities now or hereafter due, owing or incurred to W&G 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 monies, obligations or liabilities are expressed or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to W&G 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 W&G 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

W&G Lease Finance Limited (Company Registration No. 1829405) whose registered office is at The Quadrangle, The Promenade, Cheltenham, Gloucestershire

Postcode GL50 1PX

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

Norton Rose
Kempson House
Camomile Street
London
EC3A 7AN
HJF/85/AA82310 (3347650)

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD2
COMPANIES HOUSE

0158
24/03/05

Short particulars of all the property mortgaged or charged

4.1 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 are pertinent to, or benefiting, the same. See Addendum 4/4

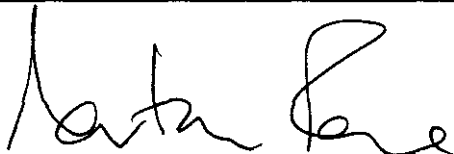
Please do not
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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

23/3/05

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

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

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must 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)

"Agreement for Lease and Leaseback" means the Agreement for Lease and Leaseback dated 23 December 1996 and made between Canary Wharf Limited (1) Abbey National December Leasing Limited (2) W & G Lease Finance Limited (3) CWC SPVb Limited (4) and Canary Wharf Management Limited (5).

"Documentation" has the meaning given in Lease 4.

"Property" means the whole of floors 1-8 (inclusive) and part of level M1 and part of the Plaza, 5 North Colonnade/10 Cabot Square, Canary Wharf, London E14.

"Lease 4" means the lease dated 16 March 2005 and made between W&G Lease Finance Limited (1) and Canary Wharf Limited (2).

"Charged Assets" means the assets of CWL referred to in paragraph 4.1.

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

"Property Charge 1" means the legal charge dated 23 December 1996 and made between Canary Wharf Limited (1) and W & G Lease Finance Limited (2)

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 charge created by the Legal Charge is a continuing security and as regards the Property is a charge by way of First Legal Mortgage.

4.3 By way of incorporation of the provisions of Property Charge 1 the Legal Charge incorporates the following provisions:

4.3.1 an agreement by CWL if and when required by W&G to execute such further encumbrances and sureties in favour of W&G until such acts and things as W&G shall from time to time 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 facilitate the realisation of the same.

4.3.2 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.

4.3.3 section 93 Law of Property Act 1925 shall not apply to the security created by the Legal Charge or to any security given to W&G pursuant to the Legal Charge.

4.3.4 a covenant by CWL that it will not without the prior written consent of W&G 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:

4.3.4.1 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

4.3.4.2 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 Barclays Lease (as defined in the Agreement for Lease and Leaseback) is determined or expires then CWL may relet the Property as permitted by Lease 4.

4.3.5 a covenant by CWL (not without the prior written consent of W&G) 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.

4.3.6 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 W & G vary, cancel, surrender, determine or permit to be forfeited such lease or agree any review of the rent payable under such lease.

Schedule 1
Lease 4

Address	London Borough	Title Number
The whole of floors 1-8 (inclusive) and part of Level M1 and part of the Plaza, 5 North Colonnade/10 Cabot Square, Canary Wharf London E14 as comprised in and demised by a lease dated 16 March 2005 and made (1) W&G Lease Finance Limited and (2) Canary Wharf Limited	Tower Hamlets	to be registered

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 16th MARCH 2005 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO W&G LEASE FINANCE LIMITED 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 24th MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MARCH 2005.

GRH
P.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —