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\* Insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

# 395

To the Registrar of Companies

For official use <sup>ALL</sup> Company number

Name of company

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3441742

\* C W Leasing FC3 Limited (the "Company")

Date of creation of the charge

7 November 1997

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

"Fixed and Floating Charge"

Amount secured by the mortgage or charge

- (a) The rents reserved and observance and performance of the covenants on its part contained in the Lease;
- (b) The rents reserved and observance and performance of the covenants on its part contained in the B2 Lease;  
and

all moneys and liabilities whatsoever which shall for the time being (and whether on or at any time after any such demand) be due and payable to CWP by the Company, whether actually or contingently, including all amounts which may become due and payable or for which the Company may become liable under this Deed and all commissions and discounts, all proper banking, legal and other costs, charges and expenses of CWP or the Receiver whatsoever (on a full indemnity basis) and also all losses and damages that may be sustained, suffered or incurred by CWP or the Receiver arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under this Deed or any document, arrangement or agreement between the Company and CWP or any disclaimer of any of its

SEE CONTINUATION SHEET

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

CW Properties FC3 Limited of Level 30. One Canada Square, Canary Wharf, London ("CWP")

Postcode E14 5AB

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

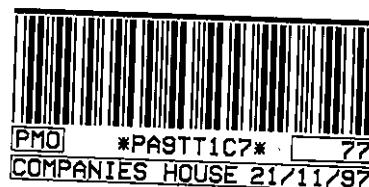
Freshfields  
65 Fleet Street  
EC4Y 1HS  
DX23 LONDON

Ref: [NKI]

Time critical reference

For official use  
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

1.1 By way of first legal mortgage, the Property;

1.2 By way of first fixed charge:

(a) (to the extent it is not the subject of a mortgage under paragraph 1.1(a) above) any freehold or leasehold property now belonging to the Company;

(b) all freehold and leasehold property acquired after the date of this deed by the Company;

(c) all book debts and other debts and all moneys and liabilities whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgment or order to pay a sum of money) and the benefit of any Security Interests and securities for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company;

(d) all the right, title and interest of the Company to and in any proceeds of any present or future insurances;

SEE CONTINUATION SHEET

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Particulars as to commission allowance or discount (note 3)

Signed Freshfields  
On behalf of [company] [mortgagee/chargee]

Date 21 November 1997

\* 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.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

3441742

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Name of company

CW Leasing FC3 Limited (the "Company")

Limited\*

\*Delete if  
inappropriate

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

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

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contracts, agreements or arrangements or any of its liabilities or obligations to CWP, and also interest on the foregoing to the date of payment at such rate or rates as may be notified by CWP to the Company and interest shall be computed and compounded according to the usual practice for the time being of CWP and payable as well after as before any demand made, judgment obtained or liquidation or administration of the Company.

Where:

"B2 Lease" means the lease dated 5 November 1997 made between (1) Canary Wharf Limited (2) CW Leasing B2 Limited (Leasing B2) (3) Canary Wharf Management Limited and (4) Canary Wharf Limited (as 1987 Lease Tenant);

"Deed" means this Fixed and Floating Charge and any other document by which, pursuant to any of its provisions or otherwise, the Company may grant a Security Interest to CWP, as, in each case, from time to time varied in any manner or respect whatsoever, and charges contained in this Deed and Security Interests contained in this Deed and similar expressions shall be construed accordingly;

"Lease" means the lease dated the same date as this Deed made between (1) Canary Wharf Limited (2) the Company (3) Canary Wharf Management Limited and (4) Canary Wharf Limited (as 1987 Lease Tenant);

"Receiver" includes any person or persons appointed (and any additional person or persons appointed or substituted) as administrative receiver, receiver, manager, or receiver and manager by CWP under this Deed or otherwise;

"Leasing B2" means CW Leasing B2 Limited.

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

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

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1.3 by way of first floating charge all the undertaking and assets of the Company, whatsoever and wheresoever, both present and future if and to the extent such property, assets and rights are not or have ceased to be effectively mortgaged or charged by way of first mortgage or fixed charge;

1.4 (to the extent that the Rents are not the subject of any fixed Security Interest under 1.1(a)), by way of security all its right, title and interest in and to the Rents.

2. The Company further covenants with CWP as follows:

(a) not to create or permit to exist any Security Interest in, over or affecting any of the Charged Property (other than any Security Interest arising by operation of law unless it could not have arisen but for some default or omission on the part of the Company) which ranks, or may come to rank, in priority to or pari passu with any of the charges contained in this Deed or, except with the prior written consent of CWP, any Security Interest which will rank after the charges contained in this Deed;

(b) except with the prior written consent of CWP or for completion of the Lease to the Financial Services Authority (pursuant to the Agreement for Lease dated 4 November 1997 and made between Canary Wharf Holdings Limited (1) Canary Wharf Limited (2) and The Financial Services Authority (3)) or as permitted under the Lease, not to transfer, sell, lend, lease, (so that, without limiting the foregoing, the Company shall not except as aforesaid exercise the statutory power of making leases) license or otherwise dispose of any of the Charged Property or enter into any agreement for any of the foregoing, but so that the Company may dispose of property and assets either by sale of its property and assets which are for the time being subject to the floating charge contained in paragraph 1.3 above (other than the undertaking of the Company) by way of bargain made at arm's length and in the usual course of the Company's day to day trading;

(c) except with the prior written consent of CWP or as permitted under the Lease:

(i) not to cancel, surrender (so that, without limiting the foregoing, the Company shall not exercise the statutory power of accepting or agreeing to accept surrenders of leases), vary, assign or permit to be forfeit the Lease or any Occupational Lease or any part thereof or agree to do so or to sub let or permit to be assigned, sub let or charged the whole or any part of the property comprised in such a lease or agree to do so and operate all rent reviews under any Occupational Lease (unless a review is likely to reduce the amount of any rent) and manage such property in a proper and efficient manner;

(ii) not to assign, transfer, sell, share or permit any Security Interest to arise in or over the Rents whether at law or in equity except as permitted under paragraphs (a) or (b) above;

(d) (i) except with the prior written consent of CWP not to transfer, factor, discount, sell, release, compound, subordinate, defer or vary the terms of any book or other debts or moneys for the time being due, owing or payable to the Company, nor otherwise to deal with the same except by getting in the same in the usual course of business;

(ii) to collect and pay (or if CWP shall so require) instruct all occupational tenants, customers and debtors to pay direct into the Company's specified account with CWP all moneys which it may receive or which may be paid by such tenants in respect of an Occupational Lease and by customers and debtors in respect of such debts; and

(iii) except with the consent of CWP, not to make any withdrawals from the Blocked Account or otherwise deal with the Blocked Account;

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## Particulars of a mortgage or charge (continued)

Continuation sheet No  
to Forms Nos 395 and 410 (Scot)

Company number

3441742

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Name of company

CW Leasing FC3 Limited

Limited\*

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inappropriate

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

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

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Please,do not write in this margin Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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Where:

"Blocked Account" means account number 40196509 in the name of CWP with Barclays Bank plc;

"Charged Property" means the property, assets, undertaking and rights for the time being comprised in or subject to the Security Interests contained in this Deed; and references to the Charged Property include references to any part of it;

"Occupational Lease" means, in relation to the Property, any existing or future letting, any underlease or sublease (howsoever remote) and any tenancy or licence to occupy, and any agreement for any lease, letting, underlease, sublease or tenancy of the Property;

"Property" means the premises known as 25 The North Colonnade, Canary Wharf London E14 in the London Borough of Tower Hamlets comprised in the Lease and to be registered at H M Land Registry under a title number to be allocated;

"Rent" means all right title and interest in the aggregate of all amounts now or at any future time paid or payable to or for the benefit or account of the Company in connection with any Occupational Lease of any part of the Charged Property including (without limitation) 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 and any moneys payable under any policy of insurance in respect of loss of rent or interest thereon in each case net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Company from any party) in furtherance of such proceedings so taken or claim so made but after deducting any amounts relating to value added or similar taxes, insurance, service charge and such other amounts as may be required to be deducted under law from time to time;

"Security Interest" means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off, title transfer or retention arrangement or agreement, or any security interest whatsoever, howsoever created or arising.

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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. 03441742

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 7th NOVEMBER 1997 AND CREATED BY CW LEASING FC3 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CW PROPERTIES FC3 LIMITED ON ANY ACCOUNT WHATSOEVER PURSUANT TO THE LEASE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st NOVEMBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th NOVEMBER 1997.

A handwritten signature in cursive script, appearing to read 'A. Hamilton'.

ALEX HAMILTON

for the Registrar of Companies



C O M P A N I E S   H O U S E

25/11  
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