

M

CHFP025

Please do not
write in
this margin

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)

Name of company

* Canary Wharf (DS6) T2 Limited (the "Company")

Date of creation of the charge

6th June 2000

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

A deed of charge (the "Floating Charge Deed") dated 6th June 2000 made between Bankers Trustee Company Limited of Winchester House, 1 Great Winchester Street, London EC2N 2DB (the "Security Trustee" and "Trustee"), the Company and the other companies listed therein.

Amount secured by the mortgage or charge

Please see the attached schedule 1.

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

Bankers Trustee Company Limited
Winchester House,
1 Great Winchester Street,
London

Postcode EC2N 2DB

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

(ATTN: Mr J Versteeg)
Clifford Chance,
200 Aldersgate Street,
London EC1A 2JJ

Time critical reference

For official Use
Mortgage Section

Post room



Please see the attached schedule 2.

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)

N/A

Signed

Clifford Chance

Date

19/06/00

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 CF4 3UZ

SCHEDULE 1

1. AMOUNT SECURED BY THE CHARGE

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by any Chargor or by some other person) of the relevant Obligors and which are either owed to the relevant Beneficiary or the benefit of which are held by that Beneficiary on trust for the person or persons to whom or to which they are owed, (the "**Obligations**").

2. DEFINITIONS

In this form and attached schedules, the following terms shall be defined as follows:

"Additional Charging Subsidiary"

means a member of the Canary Wharf Group which becomes a Charging Subsidiary in accordance with Clause 24.3 of the Intercompany Loan Agreement;

"Beneficiaries"

means in relation to the Floating Charge Trust Deed each of the Initial Beneficiary and the New Beneficiaries, each a "**Beneficiary**";

"Borrower"

means CW Lending II Limited of One Canada Square, Canary Wharf, London, E14 5AB;

"Canary Wharf Group" or "Group" or "CW Group"

mean any, or all of, CWG and its Subsidiaries;

"Charging Subsidiary"

means an Original Charging Subsidiary or an Additional Charging Subsidiary;

"Charging Subsidiary Accession Deed"

means a deed substantially in the form of Schedule 4 to the Intercompany Loan Agreement with such amendments as the Issuer and the Trustee may approve or require;

"Chargor"

means each of the companies set out in schedule 3 hereto;

"CWG"

means Canary Wharf Group plc, having its registered office at One Canada Square, Canary Wharf, London E14 5AB;

"Floating Charge" or "Floating Charge Deed"

means the agreement and floating charge created pursuant to it, dated 6th June, 2000 between the Chargors and the Security Trustee, being the charge to which this form and its attached schedules relate;

"Floating Charge Trust Deed"

means the floating charge trust deed dated 6th June, 2000 between the Security Trustee, the Initial Beneficiary and the Chargors;

"Floating Security"

means the floating security interests from time to time constituted by or pursuant to, or evidenced by the Floating Charge Deed (and in relation to a Chargor, such floating security interests granted by that Chargor, in favour of the Security Trustee);

"FT Charged Assets"

means the assets and undertaking of each Chargor for the time being charged by way of Floating Security under the Floating Charge;

"FT Receiver"

means an administrative receiver or a receiver or manager of the whole of substantially the whole of the FT Charged Assets of a Chargor appointed under the Floating Charge Deed by the Security Trustee, which term will include any appointee made under a joint appointment by the Security Trustee;

"Initial Beneficiaries"

means the Issuer;

"Intercompany Loan Agreement"

means the intercompany loan agreement dated 6th June, 2000 between among others, the Borrower, Trustee and the Charging Subsidiaries listed in Schedule 3 hereto;

"Issuer"

means Canary Wharf Finance II plc, whose registered office is at One Canada Square, CW, London E14 5AB;

"New Beneficiary"

means each person which executes a New Beneficiary Accession Deed;

"New Beneficiary Accession Deed"

means a deed substantially in the form set out in Schedule 3 to the Floating Charge Trust Deed;

"Obligor"

means the Borrower or a Charging Subsidiary;

"Original Charging Subsidiary"

means the companies listed in Schedule 3 hereto;

"Security"

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

"Subsidiary" or "Subsidiaries"

means:

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989;

SCHEDULE 2

1. FLOATING CHARGE

The Company with the intent that the security so constituted will be a continuing security in favour of the Security Trustee (as trustee for the Beneficiaries) charges in favour of the Security Trustee (as trustee for the Beneficiaries) by way of first floating charge as security for the payment and discharge of the relevant Obligations, the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future. The Company granted the charges referred to in this paragraph with full title guarantee.

2. NEGATIVE PLEDGE

the Company will not, without the Security Trustee's prior written consent, create, permit or acquire any Security which could result, whether directly or in certain events, in a person or group of persons other than the Security Trustee holding one or more fixed and floating, or floating Security, over the whole or substantially the whole of the assets and undertaking of the Company or which would enable that person or group of persons to appoint an administrative receiver (as defined in the Insolvency Act 1986) in respect of the Company or its assets or undertaking).

3. APPOINTMENT OF ADMINISTRATIVE RECEIVER

Under clause 6 of the Floating Charge Deed, the Company has granted the Security Trustee the power to appoint an administrative receiver, receiver, or manager of the whole or substantially the whole of the assets and undertakings of the Company.

4. FURTHER ASSURANCES

The Company agreed that, at its own expense, it would take whatever action the Security Trustee or any FT Receiver may require for:

- (a) perfecting or protecting the Security intended to be created by the Floating Charge Deed;
- (b) facilitating the realisation of any FT Charged Asset or the exercise of any right, power of discretion exercisable, by the Security Trustee or any FT Receiver or any of its or their delegates or sub-delegates in respect of any FT Charged Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think expedient.

5. POWER OF ATTORNEY

- 5.1 The Company irrevocably appointed the following:

- 5.1.1 the Security Trustee;
- 5.1.2 each and every person to whom the Security Trustee has from time to time delegated the exercise of the power of attorney; and
- 5.1.3 any FT Receiver appointed under this Deed and for the time being holding office as such,

jointly and severally to be the attorney or attorneys of the Company and in their name and otherwise on their behalf and as their act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Security Trustee or any FT Receiver appointed under this Deed considers expedient or desirable) for:

- (a) carrying out any obligation imposed on any Chargor by or pursuant to this Deed;
 - (b) carrying into effect any sale, lease, charge or other dealing by the Security Trustee or such FT Receiver;
 - (c) conveying or transferring any legal estate or other interest in land or other property;
 - (d) getting in the FT Charged Assets; and
 - (e) generally for enabling the Security Trustee and the FT Receiver to exercise the respective powers conferred on them by or pursuant to this Deed or by law.
- 5.2 The Security Trustee was given full power to delegate the power conferred on it, but no such delegation will preclude the subsequent exercise of such power by the Security Trustee itself or preclude the Security Trustee from making a subsequent delegation thereof to some other person and any such delegation may be revoked by the Security Trustee at any time.
- 5.3 Each Chargor will, in respect of the relevant charge created by it, ratify and confirm all transactions entered into by the attorney or delegate of the attorney in the exercise or purported exercise of the attorney's powers.
- 5.4 The Company agreed that in respect of the relevant charge created by it, at the request from time to time of the attorney enter into and duly execute such further power or powers of attorney (*mutatis mutandis*) in the form of clause 9 of the Floating Charge as may be so requested.
- 5.5 The power of attorney granted as regards the Security Trustee, its delegates and any FT Receiver (and as each Chargor hereby acknowledges) was granted irrevocably and for value as part of the Security constituted or intended to be constituted under this Deed to secure proprietary interests of and the performance of obligations to the respective donees within the meaning of the Powers of Attorney Act 1971.

SCHEDULE 3**THE CHARGING SUBSIDIARIES**

Company	Registered Number
CWCB Investments (B4) Limited	3452981
CWCB Leasing (B1) Limited	3452908
CWCB Investments (B1) Limited	3452952
CWCB Leasing (DS6) Limited	3941692
CWCB Investments (DS6) Limited	3941686
CWCB Properties (DS6) Limited	3941678
Canary Wharf (DS6) T1 Limited	3321144
Canary Wharf (DS6) T2 Limited	3320957
Cabot Place Holdings Limited	3302749
Cabot Place Limited	2548110
Cabot Place (RT2) Limited	3719122
Canary Wharf (Car Parks) Limited	3682170
CWCB Investments (RT2) Limited	3452901
CWCB Leasing (RT2) Limited	3605344
CWCB Investments (Car Parks) Limited	3302682
CWCB Finance II Limited	3605340



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03320957

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 6th JUNE 2000 AND CREATED BY CANARY WHARF (DS6) T2 LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ANY OF THE OBLIGORS (AS DEFINED) TO BANKERS TRUSTEE COMPANY LIMITED AS SECURITY TRUSTEE FOR EACH OF THE BENEFICIARIES WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th JUNE 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JUNE 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC
30