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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

\*insert full name  
of company

To the Registrar of Companies

For official use

Company number

26 1 1

1971312

Name of company

\* Canary Wharf Limited (the "Company")

Date of creation of the charge

27th December 1995

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

Deed of Charge dated 27th December 1995 (the "Deed of Charge") made  
between the Company, The Royal Bank of

see continuation sheet 1 page 1

Amount secured by the mortgage or charge

Under the terms of clause 3.1 of the Deed of Charge the Company  
covenants that it will on demand pay to W&G all moneys and discharge all  
obligations and liabilities now or hereafter due, owing or incurred by  
the Company to W&G under or in respect of the Documentation (as  
hereafter defined)

see continuation sheet 1 page 2

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

W & G Lease Finance Limited whose registered office is at The  
Quadrangle, The Promenade, Cheltenham, Gloucestershire

Postcode

GL50 1PX

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

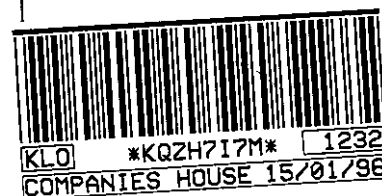
Norton Rose  
Kempson House  
PO Box 570  
Camomile Street  
London EC3A 7AN

144/Y149950/m39506.nmc

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Under the terms of clause 4 of the Deed of Charge the Company with full title guarantee assigns and agrees to assign the RBS Security Fund (as hereinafter defined) to W&G absolutely (but subject to redemption upon payment and discharge in full of all actual and potential Liabilities (as hereinafter defined)).

Under the terms of clause 5 of the Deed of Charge the Company covenants with W&G that until all actual and potential Liabilities have been paid or discharged in full the Company shall:

- (a) not withdraw all or any part of the RBS Security Fund and not sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with or grant or permit third party rights to arise over or against the RBS Security Fund or any part thereof or attempt or agree so to do;

see continuation sheet page 4

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norton Rose

Date

18<sup>th</sup> January 1996

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

† 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.

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## Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete  
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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

Limited\*

\* delete if  
inappropriate

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

Scotland (the "Bank") and W & G Lease Finance Limited ("W&G") as trustee for itself and the Bank under a declaration of trust dated 27th December 1995 (the "Declaration of Trust") and made between W&G, the Bank, the Company, Canary Wharf Investments Limited ("CWIL"), Canary Wharf Holdings Limited ("CWH").

(including, without limitation, all sums in respect of which W&G has a claim against the Company as a result of any breach, disclaimer or repudiation of the Documentation or any part of it) when the same become due for payment or discharge whether by acceleration or otherwise all in accordance with the terms applicable thereto.

Under the terms of clause 3.2 of the Deed of Charge the Company further covenants that on each Rental Payment Date (as hereinafter defined) it will make a Deposit (as hereinafter defined) of a sum equal to the amount by which the rent receivable by it (whether or not actually so received) under the Morgan Stanley Lease (as hereinafter defined) on such date exceeds the amount payable by it to W&G in respect of Basic Rent (as hereinafter defined) under Lease 3 (as hereinafter defined) on such date. For the avoidance of doubt, the covenant given by the Company under clause 3.2 of the Deed of Charge is in addition to any other covenants of the Company in the Documentation to make Deposits.

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

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- (b) not release, or suffer to arise any set-off or other adverse rights against, the RBS Security Fund nor do or omit to do anything which may delay or prejudice the right of W&G to receive payment of the RBS Security Fund;
- (c) do all such things and execute all such assignments, authorities and documents as W&G shall from time to time require and as may be consistent with the rights and powers intended to be conferred by the Deed of Charge for perfecting W&G's title to the RBS Security Fund or for vesting the full benefit of the RBS Security Fund in W&G, such documents to be prepared by or on behalf of W&G at the cost of the Company in such form as W&G may reasonably require.

Clause 9.1 of the Deed of Charge states that the Deed of Charge shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and shall remain in full force and effect until all the Liabilities have been finally paid or discharged in full.

Clause 13.2 of the Deed of Charge provides that any change in the constitution of W&G or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way affect or prejudice its rights under the Deed of Charge.

*see continuation sheet 2 page 4*

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge  
(continued)**

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

CHA 116

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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

Limited\*

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

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

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The Deed of Charge is subject to the terms of the Declaration of Trust. Pursuant to the terms of clause 2 of the Declaration of Trust W&G declares itself trustee of the benefit of the undertakings, agreements and covenants of the Credit Support Providers (as hereinafter defined) contained in the Trust Security Documents (as hereinafter defined) and the security and other rights, titles and interests constituted by the Trust Security Documents and all moneys, property and assets paid to W&G or held by W&G or received or recovered by W&G pursuant to or in connection with the Trust Security Documents (as hereinafter defined) with effect from the date of this Deed to hold the same on trust for itself and the Bank to apply the same to meet the respective claims of itself and the Bank in whatever order it shall in its absolute discretion deem appropriate.

The perpetuity period applicable to the trust thereby declared shall be 80 years.

Clause 3 of the Declaration of Trust provides that references in the Trust Security Documents to the following terms shall be construed as follows save where the context otherwise requires:

*see continuation sheet 3 page 4*

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## Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

Limited\*

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

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

Please complete  
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- (a) "Equalisation Agreement" shall include the Swap Agreement; and
- (b) "W&G" shall mean:
- (i) in the context of moneys, obligations or liabilities actually or contingently owing to W&G from time to time, W&G and/or the Bank;
  - (ii) in the context of W&G as the holder of any guarantee or security created by any Trust Security Document and any rights relating to the perfection or preservation of security, W&G as trustee for itself and the Bank;
  - (iii) in the context of substantive rights and discretions granted to W&G as a guaranteed or secured party (other than as referred to in (ii) above), W&G and/or the Bank (provided that any consent which is required to be obtained from W&G under any Trust Security Document may be given by W&G alone);
  - (iv) in the context of representations, warranties, covenants and undertakings given to W&G (other than as referred to in (i) above), W&G as trustee for itself and the Bank;
  - (v) in the context of actions taken or omitted to be taken by, or knowledge of, W&G as a creditor of or holder of any rights in respect of any person, W&G and/or the Bank;
  - (vi) in the context of administrative or enforcement actions to be taken under any Trust Security Document, W&G; and
  - (vii) in the context of rights to assign, and related rights, under the relevant clause in each Trust Security Document, W&G

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Clause 4.1 of the Declaration of Trust provides that in the event of any inconsistency between the terms of the Declaration of Trust and the terms of any Trust Security Document, the terms of the Declaration of Trust shall prevail and the relevant terms in the relevant Trust Security Document shall be construed accordingly.

Clause 4.2 of the Declaration of Trust provides that save as otherwise provided by clause 4.1 of the Declaration of Trust, each Trust Security Document shall be read together with the Declaration of Trust and both documents shall be construed together as one instrument.

#### Definitions:

"Agreement for Lease" means an agreement for lease and leaseback dated 27th December 1995 made between the Company (1), W&G (2) and the Management Company (3);

*see continuation sheet 5 page 4*

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## Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

Limited\*

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

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

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"**Barclays Account**" means the Sterling deposit account number 80725498 in the name of CWR opened on the books of Barclays Bank PLC at its branch at 54 Lombard Street, London EC3V 9EX;

"**Basic Rent**" means the rent payable under the Second Schedule thereto.

"**Credit Support Providers**" means the Company, CWIL, CWH and CWR;

"**CWH Guarantee**" means the guarantee dated 27th December 1995 made between CWH (1) and W&G (2);

"**CWL Guarantee**" means the guarantee dated 27th December 1995 made between the Company (1) and W&G (2);

"**CWR**" means CWR SPV Co;

"**Debenture**" means the debenture dated 27th December 1995 made between CWR (1) and W&G (2);

"**Deposit**" means each deposit credited to the RBS Account from time to time and where applicable includes any interest which has been credited to the RBS Account in respect of the RBS Security Fund;

"**Documentation**" means Lease 3, the Agreement for Lease, Lease 1 and Lease 2 and all documents referred to in clause 2.5 of the Agreement for Lease;

"**Liabilities**" means the moneys, obligations and liabilities covenanted to be paid or discharged to W&G under the Deed of Charge;

"**Lease 1**" means the lease dated 27th December 1995 of the Premises (with other property) and made between CWIL (1), the Company (2), IPC Advisors U.K Limited (3) and the Management Company (4) and transferred to the Company prior to execution of the Agreement for Lease;

"**Lease 2**" means the lease of the Premises in the approved form to be made between the Company (1) W&G (2) and the Management Company (3);

"**Lease 3**" means the lease of the Premises in the approved form to be made between W&G (1) and the Company (2);

"**Management Company**" means Canary Wharf Management Limited;

"**Morgan Stanley Lease**" means the lease of the property demised by Lease 1 dated 21st December 1995 and made between the Company (1) the Management Company (2) Morgan Stanley UK Group (3) and Morgan Stanley Group Inc. (4), and includes where relevant any other lease or leases of the Premises lawfully granted by the Company (or RBL as trustee for the Company) before Lease 2 is granted;

"**Premises**" means part of the ground floor and the first to the sixth floors of 20 Cabot Square, Canary Wharf, London E14;

"**Property Charge 1**" means the first legal charge dated 27th December 1995 over Lease 1 and the Company's interest in the Agreement for Lease given by the Company to W&G;

"**Property Charge 2**" means the legal charge dated 27th December 1995 over the freehold of 20 Cabot Square, Canary Wharf, London E14 given by CWIL to W&G;

"**Property Charge 3**" means the legal charge dated 27th December 1995 over the 1987 headleasehold interest in 20 Cabot Square, Canary Wharf, London E14 given by the Company to W&G;

see continuation sheet 5 page 4

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# **Particulars of a mortgage or charge (continued)**

Continuation sheet No 5  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

Limited\*

\* delete if  
inappropriate

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

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

Please complete  
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"RBL" means Royal Bank Leasing Limited (Company No. SC 58013);

"RBS Account" means the Sterling deposit account number 10000117 in the name of the Company opened with the Bank at its London office at Waterhouse Square, 138-142 Holborn, London EC1N 2TH and designated "Canary Wharf Limited Security Deposit";

"RBS Security Fund" means all sums (whether of principal, interest or otherwise) now or hereafter standing to the credit of the RBS Account;

"Rental Payment Date" means any date on which a payment of Basic Rent falls due to W&G under the Agreement for Lease or Lease 3;

"Swap Agreement" means the swap agreement dated as of 21st December 1995 and made between the Bank (1) and CWR (2) relating to interest on moneys standing to the credit of the Barclays Account;

"Trust Deed" means the declaration of trust in the approved form to be entered into between RBL (1), the Company (2), W&G (3) and CWIL (4); and

"Trust Security Documents" means the Deed of Charge, the CWH Guarantee, the CWL Guarantee, the Debenture, Property Charge 1, Property Charge 2, Property Charge 3 and (insofar as it relates to Property Charge 1) the Trust Deed.

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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. 01971312

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 27th DECEMBER 1995 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO W & G LEASE FINANCE LIMITED AS TRUSTEE FOR ITSELF AND THE ROYAL BANK OF SCOTLAND PLC UNDER A DECLARATION OF TRUST OF EVEN DATE UNDER OR IN RESPECT OF THE DOCUMENTATION (AS HEREINAFTER DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th JANUARY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JANUARY 1996.

A handwritten signature in dark ink, reading "R. N. Owens".

RICHARD NEIL OWENS

for the Registrar of Companies



C O M P A N I E S   H O U S E

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18/1