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\* 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

For official use

Company number

(Address overleaf - Note 6)

Name of company

CANARY WHARF LIMITED ("CWL")

Date of creation of the charge

21 DECEMBER 1999

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

SECURITY ASSIGNMENT Supplemental to a Security Deed dated 1 November 1999  
between Canary Wharf Limited (1), Canary Wharf (DS6) TI Limited (Cont.....)

Amount secured by mortgage or charge

The Secured Liabilities being:

(a) all the Trustees' liabilities and obligations to Barclays of any kind under or in respect of those of the Transaction Documents under which the Trustees may be liable to Barclays (whether present or future or actual or contingent) including, without limitation, the obligations of the Trustees to perfect the Transfer and perform their remaining obligations under the Agreement for Transfer);

(b) all CWL's liabilities and obligations to Barclays of any kind under or in respect of those of the Transaction Documents under which CWL may be liable to Barclays (whether present or future or actual or contingent) (including, without limitation, the obligations of CWL to perfect the Transfer and perform its remaining obligations under the Agreement for Transfer); and  
(Cont.....)

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

Barclays Capital Leasing (No. 166) Limited ("Barclays")

54 Lombard Street

London

Postcode

EC3P 3AH

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

Watson, Farley & Williams  
15 Appold Street  
London EC2A 2HB

Ref: MZS/JADW/2540.20000/16318013

Time critical reference

For official Use  
Mortgage Section

Post room



A17  
COMPANIES HOUSE

0658  
30/12/99

**Short particulars of all the property mortgaged or charged**

CWL with full title guarantee and as security for the payment or discharge when due of the Secured Liabilities assigns in favour of Barclays:

(a) the benefit of all rentals and other sums payable in respect of the Property (including, without limitation, the Rent and any Commutation Sum due under the Rack Rent Lease but excluding the payments referred to in Clauses 3.1(b), (c) and (d) of the Rack Rent Lease together with in each case any interest and VAT referable thereto) and any other lease of the whole or any part of the Property;

(b) the right to call for payment of the Commutation Sum set out in Clause 3.2 of the Rack Rent Lease; and

(c) the benefit of the Lease 3 Deed of Variation insofar as the same survives the surrender of Lease 3.

**Schedule of defined terms**

"Agreement for Lease 3" means an agreement relating to the development and leasing of the Property dated 20 December 1996 and made between (1) CWL, (2) CWHL (3) CIB Properties;

"Agreement for Transfer" means an agreement for the transfer of Lease 1 entered or to be entered into in an agreed form between (1) the Trustees, (2) CWL and (3) Barclays;

"Agreement for Lease" means an agreement for lease relating to the Property dated 13 March 1998 as amended by a Deed of Variation of Agreement for Lease and Stamp Duty Deed dated 8 March 1999 and an Agreement of Variation of an Agreement for Lease dated 1 November 1999;

"CIB Properties" means CIB Properties Limited (registration number 1915885);

(Cont.....)

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Particulars as to commission allowance or discount (note 3)

Nil

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Signed

*Watson, Farley & Williams*

Date

*23 December 1999*

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

†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, DX: 33050 Cardiff

**Companies House Approval No.**  
**CHA113**

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**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)**  
**Particulars of a mortgage or charge**  
**(continued)**

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

Company number  
0971312

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\* delete if  
inappropriate

Name of company

CANARY WHARF LIMITED ("CWL")

Limited

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

and Canary Wharf (DS6) T2 Limited (2) and Barclays Capital Leasing (No. 166)  
Limited (3).

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

(c) all Investments' liabilities and obligations to Barclays of any kind under or in respect of those of the Transaction Documents under which Investments may be liable to Barclays (whether present or future or actual or contingent)

in each case together with all interest, fees and bank and discount charges payable with respect thereto.

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

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

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"Citibank" means Citibank, N.A. (registration number FC001835);

"CIL" means Citibank Investments Limited (registration number 01911126);

"Commutation Sum" shall have the meaning defined in the Rack Rent Lease;

"CWL" means Canary Wharf Limited (registration number 1971312);

"CWL Guarantee" means the guarantee dated 13 March 1998 and made between (1) CWL, and (2) Barclays;

"CWHL" means Canary Wharf Holdings Limited (registration number 2798284);

"CWML" means Canary Wharf Management Limited (registration number 2067510);

"Deed of Indemnity" means the deed of indemnity dated 13 March 1998 and made between (1) CWL and (2) Barclays;

"Deposit Agreement" means the deposit agreement entered into in the agreed form on 13 March 1998 between (1) the Trustees and (2) Barclays Bank Plc;

"Holdings Guarantee" means the guarantee dated 13 March 1998 and made between (1) Canary Wharf Holdings Limited (registration number 2798284) and (2) Barclays;

"Hypo" means Bayerische Hypotheken-und Wechsel Bank Aktiengesellschaft (London Branch);

"Investments" means Canary Wharf Investments Limited (registration number 2127410);

"Lease 1" means the lease of the Property dated 27 March 1997 and made between (1) Investments as Landlord, (2) CWL, (3) CWC SPVc Limited, and (4) CWML;

"Lease 2" means the lease of the Property granted or to be granted by Barclays to the Trustees in the agreed form;

"Lease 3" means the lease of the Property dated 1 December 1999 made between (1) the Trustees (2) CWHL (3) CWML (4) CIL and (5) Citibank;

"Lease 3 Deed of Variation" means the Deed of Variation dated 17 December 1999 made between (1) the Trustees (2) CWL (3) CIL (4) CWHL (5) CWML and (6) Citibank;

"Lease 3 Security Deed" means the lease 3 security deed dated 1 November 1999 made between (1) the Trustees (2) CWL and (3) Barclays;

"Property" means all that leasehold land known as parcel DS6 Canary Wharf, London E14 registered at HM Land Registry under Title No. EGL 357770 with Title Absolute and as the same was demised by Lease 1 including, without limitation, the respective interests of the mortgagors from time to time in Lease 1, the Agreement for Lease, Lease 2 (as and when entered into), Agreement for Lease 3 and Lease 3, as and when entered into;

Cont/.....

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

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

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

Company number

0971312

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Name of company

CANARY WHARF LIMITED ("CWL")

Limited

\* delete if  
inappropriate

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

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

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

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

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"Rent" shall have the meaning defined in the Rack Rent Lease;

"Rack Rent Lease" means the Lease dated 14 December 1999 made between (1) CIL, (2) CIB Properties and (3) Citibank;

"Security Assets" means the property and assets secured under the Lease 3 Security Deed;

"Stamp Duty Deed" means the Stamp Duty Deed dated 13 March 1998 as amended by a Deed of Variation of Agreement for Lease and Stamp Duty Deed dated 8 March 1999 made between (1) Barclays and (2) CWL;

"Transfer" means a Transfer of Lease 1 dated 1 November 1999 made between (1) the Trustees, (2) CWL and (3) Barclays, pursuant to the Agreement for Transfer;

"Transaction Documents" means the Agreement for Lease, the Lease 1 Variation, Lease 2, the Agreement for Lease 3, the Agreement for Transfer, the Transfer, the Trust Deed, the CWL Guarantee, the Holdings Guarantee, the Deed of Indemnity, the Stamp Duty Deed, the Deposit Agreement, the Account Security Deed, the Lease 3 Security Deed and the Rack Rent Lease (all as varied from time to time);

"Trust Deed" means the Trust Deed dated 24 July 1997 between (1) CWL, (2) Canary Wharf Contractors (DS6) Limited, (3) Hypo, and (4) the Trustees;

"Trustees" means the Canary Wharf (DS6) T1 Limited (registration number 3321144) and Canary Wharf (DS6) T2 Limited (registration number 3320957) and includes all persons deriving title under the Trustees or entitled to redeem the security constituted by the Lease 3 Security Deed; and

"Trusts" means the trusts declared pursuant to the Trust Deed.

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 SECURITY ASSIGNMENT (SUPPLEMENTAL TO A SECURITY DEED DATED 1 NOVEMBER 1999) DATED THE 21st DECEMBER 1999 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL THE "TRUSTEES" AND "CWL's" LIABILITIES AND OBLIGATIONS TO BARCLAYS CAPITAL LEASING (NO.166) LIMITED OF ANY KIND UNDER OR IN RESPECT OF THOSE OF THE TRANSACTION DOCUMENTS (AS DEFINED) UNDER WHICH THE "TRUSTEES" AND "CWL" MAY BE LIABLE TO BARCLAYS CAPITAL LEASING (NO.166) LIMITED (WHETHER PRESENT OR FUTURE OR ACTUAL OR CONTINGENT) (INCLUDING, WITHOUT LIMITATION, THE OBLIGATIONS OF THE "TRUSTEES" AND "CWL" TO PERFECT THE TRANSFER AND PERFORM THEIR REMAINING OBLIGATIONS UNDER THE AGREEMENT FOR TRANSFER (AS DEFINED)); AND ALL CANARY WHARF INVESTMENTS LIMITED ("INVESTMENTS") LIABILITIES AND OBLIGATIONS TO BARCLAYS CAPITAL LEASING (NO.166) LIMITED OF ANY KIND UNDER OR IN RESPECT OF THOSE OF THE TRANSACTION DOCUMENTS UNDER WHICH "INVESTMENTS" MAY BE LIABLE TO BARCLAYS CAPITAL LEASING (NO.166) LIMITED (WHETHER PRESENT OR FUTURE OR ACTUAL OR CONTINGENT) IN EACH CASE TOGETHER WITH ALL INTEREST, FEES AND BANK AND DISCOUNT CHARGES PAYABLE WITH RESPECT THERETO WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JANUARY 2000.

*Handwritten signatures and initials*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE