

RRS/022190/£90x9

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

HFP004

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)

71

1971312

Name of company

CANARY WHARF LIMITED ("CWL")

Date of creation of the charge

1 November 1999

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

Collection Account Security Deed made between (1) Canary Wharf (DS6) T1 Limited and Canary Wharf (DS6) T2 Limited (together the "Trustees") (2) Canary Wharf Limited ("CWL") cont/d...

Amount secured by mortgage or charge

The Secured Liabilities being:

- (a) all the Trustees liabilities 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);
 - (b) all CWL's liabilities 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; and
 - (c) all Investments' liabilities 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.

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

Barclays Capital Leasing (No.166) Limited

54 Lombard Street

London ("Barclays")

Postcode

EC3P 3AH

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

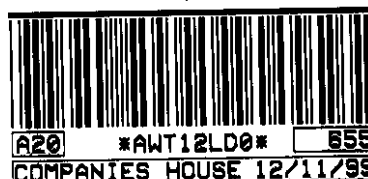
Watson, Farley & Williams
15 Appold Street
London EC2A 2HB

JADW/MZS/03540.20000/16300636v1

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

CWL assigns absolutely to Barclays all rights of every kind which CWL now has or at any later time or times may have in relation to the Account and the Deposit Agreement and, in particular but without limitation, to the Credit Balance.

Note:

1 Except when required by Barclays to do so, CWL shall not: attempt to withdraw, transfer or in anyway deal with all or any part of the Credit Balance; purport to give any authorisation or instruction to the Account Bank concerning the Account; vary or permit to be varied any right relating to the Account or the Credit Balance nor waive any such right nor permit any such right to be lost, suspended or impaired; nor enter into any transaction which may adversely affect Barclays' rights under the Collection Account Security Deed.

2 Except in favour of Barclays and to secure the Secured Liabilities the Company shall not effect any assignments, charge or other disposition of any kind of or affecting the Account or the Credit Balance.

Schedule of defined terms

"Account" means the account number 70631078 of the Trustees with the Account Bank designated "DS6 Rent Collection Account", or any other account which may later be opened in the place of the Account, whether the replacement account is designated "DS6 Rent Collection Account" or otherwise, and any sub-account of that account or of such a replacement account including, without limitation, a linked account established for the purpose of placing moneys on deposit in the London money market;

"Account Bank" means Barclays Bank PLC of 54 Lombard Street, London EC3P 3AH;

"Account Security Deed" means the Account Security Deed entered into or to be entered into in the agreed form dated 13 March 1998 between (1) the Trustees (2) CWL and (3) Barclays;

(continued on page 4 of continuation sheet 1)

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

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.
(See Note 6)

Signed

Helen Folley & Williams

Date

10/11/95

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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binding margin

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

1971312

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

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)

and (3) Barclays Capital Leasing (No. 166) Limited ("Barclays") dated 1 November 1999 (the "Collection Account Security Deed").

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

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Please complete
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in black type, or
bold black
lettering

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

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Please complete
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black type or bold
block lettering

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

Please do not
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lettering

"Agreement for Lease" means an Agreement for Lease relating to the Property dated 13 March 1998 made between (1) CWL (2) Barclays (3) CWML and (4) the Trustees 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;

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

"Agreement for Transfer" means an agreement for the transfer of Lease 1 entered into or about to be entered into in an agreed form dated 13 March 1998 between (1) the Trustees (2) CWL and (3) Barclays;

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

"CIB Properties" means CIB Properties Limited (registration number 1916885);

"Credit Balance" means, in relation to the Account:

- (a) the amount for the time being standing to the credit of the Account; and
- (b) any amount received by or for the account of the Account Bank which the Account Bank is under a duty to credit to the Account but which the Account Bank has not yet credited to the Account; and
- (c) any interest accrued or accruing on an amount covered by paragraph (a) or (b) above, whether or not the interest has been credited to the Account;

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

"CWHL" means Canary Wharf Holdings Limited (registration number 1915885);

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

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

"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 dated 1 November 1999 and made between (1) the Trustees and (2) the Account Bank;

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

"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 SPV 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 granted or to be granted by the Trustees to CIB Properties pursuant to the Agreement for Lease 3;

"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;

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

cont/d....

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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

1971312

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

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)

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

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write in this
binding margin

Please complete
legibly, preferably
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lettering

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

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margin

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

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"Transaction Documents" means the Agreement for Lease, Lease 1, the Lease 1 Variation, Lease 2, the Agreement for Lease 3, 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 and the Lease 3 Security Deed;

"Trust Deed" means the Trust Deed dated 24 July 1997 made between (1) CWL (2) Canary Wharf Contractors (DS6) Limited (3) Bayerische Hypotheken-und Wechsel Bank Aktiengesellschaft (London Branch) and (4) the Trustees; and

"Trustees" means Canary Wharf (DS6) T1 Limited (registered number 3321144) and Canary Wharf (DS6) T2 Limited (registered number 3320957).

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

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 COLLECTION ACCOUNT SECURITY DEED (MADE BETWEEN (1) CANARY WHARF (DS6) T1 LIMITED AND CANARY WHARF (DS6) T2 LIMITED (TOGETHER THE "TRUSTEES") (2) CANARY WHARF LIMITED ("CWL") AND (3) BARCLAYS CAPITAL LEASING (NO.166) LIMITED ("BARCLAYS") DATED THE 1st NOVEMBER 1999 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL THE "TRUSTEES" AND "CWL's" LIABILITIES 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); AND ALL CANARY WHARF INVESTMENTS LIMITED ("INVESTMENTS") LIABILITIES 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 12th NOVEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th NOVEMBER 1999.

A handwritten signature in black ink, appearing to be 'J. K.' or similar, written over a circular stamp.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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