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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

37

1971312

Name of company

* Canary Wharf Limited

Date of creation of the charge

26th June, 1996

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

Legal Charge dated 26th June, 1996 between Canary Wharf Limited, Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) (the "Supplemental Charge") and supplemental to a First Debenture dated 27th December, 1995.

Amount secured by the mortgage or charge

The payment and discharge of the Liabilities (as defined in the continuation sheet)

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

Bankers Trustee Company Limited (as Security Agent)

1 Appold Street,

Broadgate, London

Postcode

EC2A 2HE

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

Slaughter and May,
35 Basinghall Street,
London EC2V 5DB.

REF: GESS/KDJ/IJW

For official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please see continuation sheet attached

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

Glaugher and May

Date

5th July 1996

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.

SUPPLEMENTAL CHARGE

Short particulars of all the property mortgaged or charged by Canary Wharf Limited company number 1971312.

The Company with full title guarantee by way of continuing security for discharge of all Liabilities charges in favour of the Security Agent (as trustee for the Lenders):-

- (A) subject to the matters disclosed in the Certificate of Title, by way of first legal mortgage all of the Real Property;
- (B) by way of first fixed charge:-
 - (i) all plant and machinery owned by the Company situated now or in the future on the Real Property and its interest in any such plant or machinery in its possession;
 - (ii) the benefit of all licences, consents and authorisations (statutory or otherwise) held by the Company in connection with the Real Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof.

For the purposes of this form 395 the following terms have the following definitions:

"Assets" means business property assets, undertaking, revenues and Rights of any kind including uncalled capital, present and future, and any interest therein but excluding in each case any Excluded Assets, where the term Excluded Assets has the meaning specified in the Core Debenture.

"Borrower" means Canary Wharf Holdings Limited.

"Certificate of Title" means the certificate of title, addendum and reports referred to in sub-paragraphs (A), (B) and (C) of paragraph 6 of Schedule 6 to the Facility Agreement and the third addendum thereto of even date with the Supplemental Core Charge given by Clifford Chance and addressed to the Security Agent and the Facility Agent in relation to the Real Property.

"Charged Assets" means Assets from time to time subject to the Charge or which the Supplemental Core Charge from time to time purports to change in favour of or held by or on behalf of the Security Agent by way of security for the Liabilities or any part of those Assets, but excluding in each case any Excluded Assets (as defined in the Core Debenture).

"Charge" means all or any of the security created pursuant to the Supplemental Core Charge.

“Clawback Charge” means the Charge dated 27th December, 1995 between certain members of the Canary Wharf Group as Chargors and Bankers Trustee Company Limited (as Security Agent).

“Company” means Canary Wharf Limited.

“Core Debenture” means the debenture dated 27th December, 1995 made between Canary Wharf Holdings Limited and the other parties named in the First Schedule thereto (1), Bankers Trustee Company Limited, as Security Agent (2) and Continental Casualty Company, as Facility Agent (3) as the same may have been or may be restated, supplemented or amended from time to time.

“Debentures” means the Core Debenture and, after a Lenders Defeasance, the second debenture dated 27th December, 1995 made between CWE SPV Super HCo. Limited and the other parties named in the First Schedule thereto(1), the Security Agent (2) and the Facility Agent (3).

“Deed of Subordination” means the deed of subordination dated 27th December, 1995 made between First Tower Limited Partnership, Canary Wharf Investments (Three) and the other parties therein relating to the subordination of indebtedness of the Obligor Group.

“EIB Intercreditor Agreement” means the intercreditor agreement dated 27th December, 1995 made between the Borrower, Canary Wharf Limited, Canary Wharf Investments Limited, European Investment Bank, the Lenders and other parties named therein.

“EIB Loan” means the loan made pursuant to the amended and restated Facility Agreement dated 27th December, 1995 made between European Investment Bank and CWE SPV HCo. Limited (Company No 3123311).

“EIB Subsidiaries” means the companies listed in Part 2 of Schedule 1 of the Facility Agreement and/or any Subsidiary thereof.

“Facility Agreement” means the facility agreement dated 27th December, 1995 and made between Canary Wharf Holdings Limited (1), the companies listed therein as Guarantors (2), the companies listed therein as EIB Subsidiaries (3), the companies listed therein as Lenders (4), the Security Agent (5), the Facility Agent (6) and Bankers Trust Company as Payment Agent (7) as the same may have been or may be supplemented, amended or restated from time to time.

“Facility Agent” means Continental Casualty Company or any other facility agent for the Lenders appointed pursuant to the terms of the Facility Agreement.

"Finance Documents" means the Facility Agreement, the Security Agency Agreement, the EIB Intercreditor Agreement, the LUL Deed of Priorities, the Deed of Subordination, the Settlement Priority Letters, the RBS Intercreditor Agreement, the Security Documents and any document amending or supplementing any of the foregoing and any other document which the Facility Agent may from time to time agree with the Borrower is to constitute a Finance Document for the purposes of the Facility Agreement.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant and machinery.

"Guarantors" means those companies listed in part 1 of Schedule 1 of the Facility Agreement and any future guarantor of the Borrowers' obligations under the Finance Documents.

"Lenders" means the lenders listed in Schedule 2 of the Facility Agreement and any permitted transferee or transferees or permitted assign or assigns and any successor or successors in title of any of the foregoing.

"Lenders Defeasance" means a defeasance of the EIB Loan by the Lenders pursuant to clause 4 of the EIB Intercreditor Agreement.

"Liabilities" means liabilities of any nature of any member of the Obligor Group to the Facility Agent, the Payment Agent, the Security Agent, any of the Lenders and/or any Receiver under or in connection with the Facility Agreement (including, without limitation, under clause 18.4 of the Facility Agreement) or under any other Finance Document and whether existing as at 27th December, 1995 or arising thereafter.

"LUL Deed of Priorities" means the deed of priorities dated 27th December, 1995, between Canary Wharf Limited, Canary Wharf Investment Limited, London Underground Limited, London Regional Transport, the Security Agent and European Investment Bank together with a letter of even date therewith executed in connection therewith by London Underground Limited and addressed to the Security Agent and European Investment Bank.

"Obligor Group" means the Borrower, the Guarantors and, after a Lenders Defeasance, the EIB Subsidiaries.

"Payment Agent" means Bankers Trust Company or any other payment agent in the United Kingdom from time to time appointed pursuant to the terms of the Facility Agreement.

"RBS Intercreditor Agreement" means the intercreditor agreement dated 27th December, 1995 between (inter alia) Canary Wharf Ltd., Canary Wharf

Investment Limited, CWR SPV Co., the Security Agent and European Investment Bank.

“Real Property” means the leasehold property specified in the schedule hereto together with all buildings and Fixtures thereon owned by the Company and the proceeds of sale of all or any part thereof and all interests therein which the Company has power at law or in equity to charge.

“Receiver” means an administrative receiver, receiver and manager or other receiver appointed in respect of, inter alia, the Charged Assets by the Security Agent (whether appointed pursuant to any Security Document, pursuant to any statute by a court or otherwise).

“Rights” means rights, benefits, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever).

“Security Agent” means Bankers Trustee Company Limited as trustee for the Lenders as defined in the Facility Agreement or any other security agent appointed pursuant to the terms of the Security Agency Agreement.

“Security Agency Agreement” means the Security Agency Agreement dated 27th December, 1995 between the Security Agent, the Facility Agent, the Payment Agent, the Borrower, the Guarantors, the EIB Subsidiaries and the Lenders.

“Security Documents” means the Debentures, the Security Agency Agreement, the Clawback Charge, and any other security documents provided pursuant to any provision of the Facility Agreement and any other security, guarantees or indemnities which the Facility Agent may from time to time agree in writing with the Borrower is to constitute a Security Document for the purposes of the Facility Agreement.

“Settlement Priority Letters” means the priority letters of even date with the Facility Agreement in respect of the security executed by the Facility Agent, European Investment Bank and Lloyds Bank plc in favour of respectively Northern Foods plc and Copthall Overseas Limited.

SCHEDULE

The Real Property

1. All that leasehold property known as Unit 2:PK:32 and certain common parts at 10 Cabot Square, London E14 such property being part of the building shown (for the purpose of identification only) edged red on Plan B attached to the Core Debenture being property (registered under the number EGL313095) comprised in a lease dated 14 February, 1992 between O&Y Canary Wharf Investments Limited (1), 10 Cabot Square Limited (2) and Canary Wharf Management Limited (3).
2. All the leasehold property adjacent to Canary Wharf, London E14, shown (for the purpose of identification only) edged red on Plan P attached to the Core Debenture (registered under title number EGL202810) and being the land comprised in a lease dated 17 July 1987 between Legibus 925 Limited (1) and The London Docklands Development Corporation (2).

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 LEGAL CHARGE DATED THE 26th JUNE 1996 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL LIABILITIES OF ANY NATURE DUE OR TO BECOME DUE FROM ANY MEMBER OF THE OBLIGOR GROUP TO BANKERS TRUSTEE COMPANY LIMITED (AS SECURITY AGENT) UNDER OR IN CONNECTION WITH THE FACILITY AGREEMENT (INCLUDING, WITHOUT LIMITATION, UNDER CLAUSE 18.4 OF THE FACILITY AGREEMENT) OR UNDER ANY OTHER FINANCE DOCUMENT (AS DEFINED) AND WHETHER EXISTING AS AT 27TH DECEMBER 1995, OR ARISING THEREAFTER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JULY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JULY 1996.

A handwritten signature in dark ink, appearing to read 'R. N. Owens'.

RICHARD NEIL OWENS
for the Registrar of Companies



COMPANIES HOUSE

HC026B

LC
A-7 SW