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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

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

281

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 Scotland plc (the "Bank") and W & G Lease Finance Limited ("W&G") 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 pay to W&G all Damages (as hereinafter defined) when the same become due for payment.

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

W & G Lease Finance Limited of 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/m395.nmc

Time critical reference

For official use
Mortgage Section

Post room



KLO *KQZH517K* 1230
COMPANIES HOUSE 15/01/96

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 Damages 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 hereunder 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:

see continuation sheet 1 page 4

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bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norton Rose

Date

15th 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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bold block lettering

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)

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

- (a) not withdraw all or any part of the Damages 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 Damages Fund or any part thereof or attempt or agree so to do;
- (b) not release, or suffer to arise any set-off or other adverse rights against, the Damages Fund nor do or omit to do anything which may delay or prejudice the right of W&G to receive payment of the Damages Fund;
- (d) 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 Damages Fund or for vesting the full benefit of the Damages 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.

Under the terms of clause 9.1 of the Deed of Charge, 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.

In the Deed of Charge:

"Account" means the Sterling deposit account number 10000141 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 Damages Deposit";

"Agreement for Lease" means an agreement for lease and leaseback of even date therewith and made between the Company (1), W&G (2) and Canary Wharf Management Limited (3);

"Damages" means any damages payable by the Company to W&G as a result of breach of clause 14.2 of the Agreement for Lease;

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

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

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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 UNDER THE TERMS OF THE DAMAGES (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, appearing to read '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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