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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

69

To the Registrar of Companies

For official use Company number

Name of company

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1971312

* Canary Wharf Limited (the "Company")

Date of creation of the charge

28 January 1999

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

Supplemental Mortgage dated 28 January 1999 made between the Company and London Underground Limited ("LUL"), supplemental to the Mortgage.

Amount secured by the mortgage or charge

- (a) the Further Payments and all amounts which are or may become payable (in respect of principal, interest, costs, charges, expenses or otherwise) in relation to the Further Payments under the Funding Agreement; and
- (b) all other amounts (if any) payable by the Company under the Mortgage.

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

London Underground Limited
55 Broadway
London

Postcode SW1H 0BD

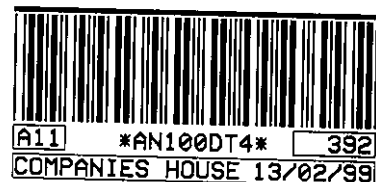
Presentor's name, address and
reference (if any):

Freshfields
65 Fleet Street
London EC4Y 1HS
DX 23 LONDON (ref: pn/jc)

CWL395.wff

For official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

By way of first ranking fixed charge:

- (a) the Deed of Novation dated 28 January 1999 made between the Company, Canary Wharf Investments Limited, Heron Quays Developments Limited, the other parties listed in the Schedule thereto, the Commission for New Towns and British Waterways Board, as varied from time to time, insofar as it relates to the Mortgaged Property; and
- (b) the Density Cap Agreement dated 16 March 1998 made between London Docklands Development Corporation, the Company, Canary Wharf Investments Limited, Heron Quays Development Limited and Canary Wharf Holdings Limited, as varied from time to time, insofar as it relates to the Mortgaged Property.

Note

Pursuant to clause 3 of the Supplemental Mortgage the Company will not, without the prior written consent of LUL (such consent not to be unreasonably withheld or delayed), vary, waive or permit to be varied or waived the terms of the Deed of Novation or the Density Cap Agreement so far as such documentation affects the whole or any part of the Mortgaged Property.

Please see Continuation Sheet No. 1 for definitions.

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Particulars as to commission allowance or discount (note 3)

Signed

Freshfields

Date 11 February 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.

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Canary Wharf Limited (registered no. 1971312)

Continuation Sheet No.1

Definitions

"Fixtures" means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

"Funding Agreement" means the agreement dated 28 October 1993 made between, *inter alia*, LUL, London Regional Transport, Olympia & York Canary Wharf Limited and the Additional O&Y Companies (as defined therein);

"Further Payments" means the amounts more particularly described in Schedule 2 to the Funding Agreement;

"Headlease" means a lease dated 17 July 1987 between O&Y Canary Wharf Limited Investments Limited (then known as Legibus 925 Limited) and the Company (then known as The Canary Wharf Development Co. Limited) as varied by deeds dated 11 July 1989 and 22 August 1991 between the same parties and a deed dated 26 August 1993 between between O&Y Canary Wharf Limited Investments Limited (In Administration) ("**Investments**"), CW Investments (Phase 1) Limited, the Company, OYCW Investments (RT-Malls) Limited, First Tower T1 Limited and First Tower T2 Limited, and Methodtask Limited and inasmuch as the same contain an apportionment of rent:

- (a) a deed dated 11 August 1991 between Investments, the Company and OYCW (RT-Malls) Limited;
- (b) a deed dated 22 August 1991 between Investments, the Company, Printchange Limited and Schemerapid Limited;
- (c) a deed dated 8 December 1991 between Investments, the Company, First Tower T1 Limited and First Tower T2 Limited;
- (d) a deed dated 14 February 1992 between Investments , the Company and the Management Company;
- (e) a deed dated 8 April 1993 between OYCW and Methodtask Limited;

"Mortgage" means the Mortgage Deed dated 28 October 1993 made between the Company, LUL and the Administrators (as defined therein); and

"Mortgaged Property" means the leasehold land at Canary Wharf, London E14 as demised by the Headlease comprising part of the leasehold land formerly registered at HM Land Registry under title number EGL202850 and the whole

of the leasehold land formerly registered at HM Land Registry under title number EGL298293, other than, for the avoidance of doubt, that property demised by a lease dated 20th day of October 1993 and made between O&Y Canary Wharf Investments Limited (in administration) and the Company of Churchill Place Carpark, as more particularly described therein, and which are now registered at HM Land Registry under leasehold title numbers EGL316758 and EGL298293, and each and every part thereof and all Fixtures and all buildings and other structures now or from time to time thereon together with the benefit of all easements and other rights now or from time to time benefiting the same, but excluding those parts of the Mortgaged Property which may be released from the charges created under the Mortgage from time to time.

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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 SUPPLEMENTAL MORTGAGE DATED THE 28th JANUARY 1999 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LONDON UNDERGROUND LIMITED UNDER THE FUNDING AGREEMENT DATED 28th OCTOBER 1993 (AS DEFINED) AND THIS MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th FEBRUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th FEBRUARY 1999.

[Handwritten signature]

for the Registrar of Companies

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