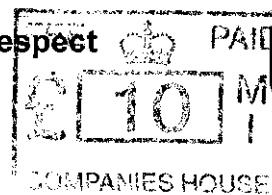


Particulars of a mortgage or charge

NW 410 X 41
146620

395

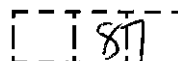
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number



1971312

Name of company

* Canary Wharf Limited (the "Chargor")

Date of creation of the charge

21st February, 2002

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

Charge dated 21st February, 2002 (the "Deed") between, amongst others, the Chargor and Morgan Stanley UK Group (the "Bank").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Bank under each Finance Document except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985.

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

Morgan Stanley UK Group
25 Cabot Square
Canary Wharf
London

Postcode E14 4QA

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

Please return via
CH London Counter, A&O,
One New Change,
London EC4M 9QQ

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0330
11/03/02

Time critical reference
NDD/BK: 938232

Short particulars of all the property mortgaged or charged

Please see continuation sheets.

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)

Nil

Signed

Allen & Overy

Date

07/08/02.

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

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 CF14 3UZ

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. (a) By way of a first legal mortgage all its interests in the Mortgaged Property.
(b) by way of first fixed charge.
 - (i) all plant and machinery relating to the Mortgaged Property and owned by the Chargor and its interest in any plant or machinery forming part of any building erected on the Mortgaged Property;
 - (ii) (to the extent of the interest of the Chargor) all monies standing to the credit of the Security Accounts and any other account relating to the Mortgaged Property and the debts represented by them; and
 - (iii) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them.
2. By way of assignment:
 - (a) all its rights under each Development Document (other than the HQ1 Brackendown Contract) to which it is a party;
 - (b) all its rights under each Lease Document relating to the Mortgaged Property to which it is a party;
 - (c) all Rental Income relating to or deriving from the Mortgaged Property; and
 - (d) any guarantee of Rental Income contained in or relating to any Occupational Lease Document relating to the Mortgaged Property.
3. By way of floating charge all the assets of The HQ1 Partnership not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by clause 2 (Fixed Security) of the Deed.

NB

1. The Chargor shall not, except as permitted under the Rental Undertaking Facility Agreement:
 - (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed; or
 - (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset or permit the same to occur.
2. The Bank may by notice to the Chargor convert the floating charge created by the Deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Bank has reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

Canary Wharf Limited

Continuation Sheet 2

3. A reference to a Finance Document is a reference to that Finance Document as amended, novated or supplemented.
4. A reference in this Deed to a charge or mortgage of any freehold or leasehold property includes:
 - (a) all building and Fixtures on that property;
 - (b) the proceeds of any sale of any part of that property; and
 - (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.
5. The charges, mortgages and assignments granted by the Chargor under the Deed are given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

In this Form 395:

"Affiliate"

means a Subsidiary or a holding company (as defined in Section 736 of the Companies Act 1985) of a person and any other Subsidiary of that holding company.

"Agreement for Lease"

means an agreement to grant an Occupational Lease of all or part of the Property.

"Architect"

means a firm or company of architects appointed by CWCL or Contractorco with the approval of the Bank (such approval not to be unreasonably delayed or withheld).

"Building Services Engineer"

means a firm or company of building services engineers as may be appointed by CWCL or Contractorco with the approval of the Bank (such approval not to be unreasonably withheld or delayed).

"Collateral Warranty"

means each collateral warranty granted or to be granted by a Warranty Trade Contractor or a Warranty Professional, in favour of the Bank.

"ContractorCo"

means Canary Wharf Contractors (HQ1) Limited.

Canary Wharf Limited

Continuation Sheet 3

"CWCL Charge"

means a legal charge dated 21st February, 2002 by CWCL in favour of the Bank, substantially in the form of schedule 10 to the Rental Undertaking Facility Agreement.

"CWEL"

means Canary Wharf Estate Limited.

"CWCL"

means Canary Wharf Contractors Limited.

"CWG"

means Canary Wharf Group plc.

"CWHL"

means Canary Wharf Holdings Limited.

"CWIL"

means Canary Wharf Investments Limited.

"Debenture"

means a debenture dated 21st February, 2002 executed by, among others, each of the SPVs and Investorco in favour of the Bank, substantially in the form of schedule 8 to the Rental Undertaking Facility Agreement.

"Developer"

means HQ1 Partnership.

"Development"

means the construction and carrying out on or in relation to the Property of the Development Works.

"Development Document"

means:

- (a) the HQ1 Brackendown Contract insofar as it relates to the Development only;
- (b) the Sub-Contract;
- (c) an Agreement for Lease;
- (d) the Trustee Appointment;
- (e) a Trade Contract;

Canary Wharf Limited

Continuation Sheet 4

- (f) a Professional Appointment;
- (g) a Collateral Warranty; or
- (h) any other document designated as such by the Bank and the Developer or the Facility Administrator.

"Development Works"

means all those works required to achieve Practical Completion.

"Event of Default"

means an event specified as such in clause 18.1 (Events of Default) of the Rental Undertaking Facility Agreement.

"Facility Administrator"

means Heron Quays Properties Limited (Registered in England and Wales No. 2276627).

"Fee Letter"

means the letter dated 21st February, 2002 between the Bank and the Developer setting out the amount of various fees referred to in clause 5.1 (Fees in respect of the Rental Undertaking) of the Rental Undertaking Facility Agreement.

"Finance Document"

means:

- (a) the Rental Undertaking Facility Agreement;
- (b) a Security Document;
- (c) a Subordination Deed;
- (d) the Intercreditor Deed;
- (e) a Rental Undertaking Composite Debenture Intercreditor Deed;
- (f) the Fee Letter; or
- (g) any other document designated as such by the Bank and the Developer or the Facility Administrator.

"Fixtures"

means all fixtures and fittings (including trade fixtures and fittings but excluding all tenants' trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property.

Canary Wharf Limited

Continuation Sheet 5

"Floating Charge Document"

means:

- (a) a second supplemental floating charge trust deed dated 21st February, 2002 executed by Canary Wharf Finance II plc, Bankers Trustee Company Limited, the Bank and certain other rental undertaking providers and charging companies in relation to the Canary Wharf estate and the Heron Quays estate supplemental to an original floating charge trust deed dated 6th June, 2000 and a first supplemental floating charge trust deed dated 12th June, 2001; and
- (b) a second supplemental floating charge 21st February, 2002 executed by Bankers Trustee Company Limited and certain charging companies in relation to the Canary Wharf estate and the Heron Quays estate supplemental to a floating charge dated 6th June, 2000 and a first supplemental floating charge dated 12th June, 2001.

"Group"

means CWG and its Subsidiaries.

"Guarantor"

means a HQ1 Partner or a Parent Guarantor.

"Headlease"

means the lease under which CWIL is the landlord and the Developer (or the Trustees, as applicable) is tenant insofar as it relates to the Property.

"Holdco"

means Heron Quays Holdings (HQ1) Limited.

"HQ1 Brackendown Contract"

means the design and construct contract dated 9th March, 1992 between Heron Quays Developments Limited and CWCL, whereby CWCL agreed to design and construct a building on the HQ1 Site, which contract was novated to the HQ1 Partnership on 22nd April, 1992.

"HQ1 Partners"

means the Chargor and Heron Quays Properties Limited acting as the partners of the HQ1 Partnership.

"HQ1 Partnership"

means the HQ1 Partners of the partnership carrying on business under the name The Heron Quays (HQ1) Partnership and established under the Partnership Act 1890 whose principal place of business is at Level 30, One Canada Square, Canary Wharf, London E14 5AB.

"HQ1 Site"

means the Site designated as HQ1 on the Heron Quays Estate on the Site Plan.

Canary Wharf Limited

Continuation Sheet 6

"Insurances"

means all contracts and policies of insurance taken out by or on behalf of a Chargor or (to the extent of its interest) in which a Chargor has an interest, in each case insofar as that insurance relates to the Development or the Site.

"Intercreditor Deed"

means an intercreditor deed dated 21st February, 2002 entered into by, amongst others, the Bank, Bankers Trustee Company Limited as security trustee and the Obligors in form acceptable to the Bank.

"Investorco"

means HQCB Investments Limited.

"Lease Document"

means:

- (a) the Headlease;
- (b) the Principal Agreement for Lease;
- (c) the Principal Occupational Lease;
- (d) an Agreement for Lease;
- (e) an Occupational Lease; or
- (f) any other document designated as such by the Bank and the Developer or the Facility Administrator.

"Mortgaged Property"

means the property specified in Schedule 1 to this Form 395.

"Obligor"

means the Developer, Investorco, the Facility Administrator, a Parent Guarantor, an SPV or CWCL.

"Occupational Lease"

means any occupational lease or licence or other right of occupation to which the Property may be subject from time to time.

"Occupational Lease Document"

means an Occupational Lease or an Agreement for Lease.

Canary Wharf Limited

Continuation Sheet 7

"Parent Guarantor"

means CWHL, CWIL, CWEL.

"Practical Completion"

has the meaning given to it in the Rental Undertaking Facility Agreement.

"Principal Agreement for Lease"

means the agreement created by the exercise of the option contained in the Option Agreement dated 13th October, 2000 between (1) Heron Quays Properties Limited and Canary Wharf Limited (2) Canary Wharf Estate Limited (previously Canary Group plc) (3) Morgan Stanley UK Group and (4) Morgan Stanley Dean Witter & Co. as varied by deeds of variation dated 24th October, 2001 and 21st February, 2002 between the same parties.

"Principal Occupational Lease"

means the Occupational Lease to be granted pursuant to the Principal Agreement for Lease.

"Professional"

means an Architect, a Building Services Engineer, a Structural Engineer or any other consultant with a design responsibility in respect of the Development (other than infrastructure works) appointed by CWCL and/or Contractorco, or any other consultant with like responsibilities in respect of the Development (other than infrastructure works) as may be appointed by CWCL and/or Contractorco, in each case with the approval of the Bank (such approval not to be unreasonably withheld or delayed).

"Professional Appointment"

means an agreement for the appointment by CWCL and/or Contractorco of a Professional.

"Propco"

means HQCB Properties (HQ1) Limited.

"Property"

means the parcel of land known as HQ1 as more particularly described in Schedule 1 to this Form 395 and schedule 2 to the Debenture and, where the context so requires, means the buildings on the Property.

"Rental Income"

means the aggregate of all amounts payable to or for the benefit or account of the Chargor in connection with the letting of the Mortgaged Property or any part thereof, including (without duplication or double counting or limiting the generality of the foregoing) each of the following amounts so payable:

- (a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;

Canary Wharf Limited

Continuation Sheet 8

- (b) any amount payable in respect of rent by any surety or guarantor of any rent;
- (c) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927;
- (d) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954;
- (e) sums received by the Chargor (and to which the Chargor is beneficially entitled) from any deposit held as security for performance of any tenant's obligations;
- (f) any other moneys payable in respect of occupation and/or usage of the Mortgaged Property and every fixture and fitting therein and any and every fixture thereon, on licence or otherwise;
- (g) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (h) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Chargor from any party) in furtherance of such proceedings so taken or claim so made;
- (i) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (j) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease Document or occupancy agreement; and
- (k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,

but after deducting the following amounts to the extent included in the above:

- (i) those amounts (if any) (together with any VAT or similar taxes charged thereon) due to the Chargor from any tenants under an Occupational Lease Document or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by the Chargor and/or Canary Wharf Management Limited or its Affiliates under any repairing or similar obligations or in providing services to such tenant or tenants of such building;
- (ii) any contribution to a sinking fund paid by any tenant or other occupier; and
- (iii) any VAT or similar taxes payable on any of the items listed in paragraphs lettered (a)-(k) above.

Canary Wharf Limited

Continuation Sheet 9

"Rental Undertaking Composite Debenture"

means a composite debenture dated 21st February, 2002 entered into by, amongst others, the Bank, Bankers Trustee Company as security trustee, the SPVs and various other Subsidiaries of the Group.

"Rental Undertaking Composite Debenture Intercreditor Deed"

means:

- (a) an intercreditor deed relating to the Heron Quays and Canary Wharf estates dated 21st February, 2002 entered into by certain of the parties to the Rental Undertaking Composite Debenture and Bankers Trustee Company Limited as security trustee in a form acceptable to the Bank; and
- (b) an intercreditor deed relating to the Canary Wharf estate 21st February, 2002 entered into by certain of the parties to the Rental Undertaking Composite Debenture, certain other rental undertaking providers in relation to that estate and Bankers Trustee Company Limited as security trustee in a form acceptable to the Bank.

"Rental Undertaking Facility Agreement"

means the £564,669,037 rental undertaking facility agreement dated 21st February, 2002 between (amongst others) the parties to the Deed.

"Security Account"

means an account established under clause 9 (Bank Accounts) of the Rental Undertaking Facility Agreement.

"Security Assets"

means all assets of a Chargor the subject of any security created by the Deed.

"Security Document"

means:

- (a) the Debenture;
- (b) the Deed;
- (c) the CWCL Charge;
- (d) the Shares Charge;
- (e) the Rental Undertaking Composite Debenture;
- (f) a Floating Charge Document; or
- (g) any other document designated as such by the Bank and the Developer or the Facility Administrator.

Canary Wharf Limited

Continuation Sheet 10

"Security Interest"

means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Shares Charge"

means a fixed charge over the shares of Holdco and Contractorco dated 21st February, 2002 entered into between CWIL and the Bank substantially in the form of schedule 11 to the Rental Undertaking Facility Agreement.

"Site Plan"

means the plan of Canary Wharf and Canary Wharf South, London E14 delivered in accordance with clause 3.1 (Documentary conditions precedent) of the Rental Undertaking Facility Agreement.

"SPV"

means Holdco, Subco, Trustee 1, Trustee 2, Contractorco or Propco.

"Structural Engineer"

means the firm or company of structural engineers appointed by CWCL and/or Contractorco with the approval of the Bank (such approval not to be unreasonably delayed or withheld).

"Subco"

means Heron Quays (HQ1) Limited.

"Sub-Contract"

means a design and construct sub-contract between the Developer, CWCL and Contractorco dated 11th October, 2001.

"Subordination Deed"

means the subordination deed dated 21st February, 2002 entered into between (amongst others) one or more Guarantors as subordinated creditors and Contractorco and one or more SPVs and/or Investorco as debtors and the Bank, substantially in the form of schedule 12 to the Rental Undertaking Facility Agreement.

"Subsidiary"

means:

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and
- (b) where the context so requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

Canary Wharf Limited

Continuation Sheet 11

"Trade Contract"

means any trade or purchase contract in respect of the Development (other than infrastructure works) entered into or to be entered into between CWCL and/or Contractorco and a Trade Contractor.

"Trade Contractor"

means a firm or company of trade contractors and suppliers appointed by CWCL and/or Contractorco in relation to the Development (other than infrastructure works) with the approval of the Bank (such approval not to be unreasonably withheld or delayed).

"Trustee Appointment"

means a deed dated 21st February, 2002 entered into between the Developer, Subco and the Trustees substantially in the form of Part I of schedule 13 to the Rental Undertaking Facility Agreement together with the related undertaking given or to be given by the Developer substantially in the form of Part II of Schedule 13 to the Rental Undertaking Facility Agreement.

"Trustees"

means Trustee 1 and Trustee 2.

"Trustee 1"

means Heron Quays (HQ1) T1 Limited.

"Trustee 2"

means Heron Quays (HQ1) T2 Limited.

"Warranty Professional"

means:

- (a) a Professional listed as such in schedule 5 to the Rental Undertaking Facility Agreement;
- (b) a Professional which the Bank reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development (other than infrastructure works); or
- (c) a Professional appointed to replace any Professional referred to in paragraph (a) or (b) above.

"Warranty Trade Contractor"

means:

- (a) a Trade Contractor listed as such in schedule 6 to the Rental Undertaking Facility Agreement;
- (b) a Trade Contractor which the Bank reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development (other than infrastructure works); or

Canary Wharf Limited

Continuation Sheet 12

- (c) a Trade Contractor appointed to replace any Trade Contractor referred to in paragraph (a) or (b) above.

Canary Wharf Limited

Continuation Sheet 13

SCHEDULE 1**Real Property**

Parcel HQ1: 20 Bank Street	Title No.	Proprietor
Freehold of building to be known as 20 Bank Street being the property comprised in a transfer dated 21st February, 2002 between Canary Wharf Investments Limited (1) HQCB Investments Limited (2) Canary Wharf Limited (3) and Canary Wharf Management Company Limited (4)	EGL387040 (Part) New title pending	HQCB Investments Limited
Lease of building to be known as 20 Bank Street being the property transferred by a Transfer of Parcel HQ1 Canary Wharf South London E14 dated 2nd November, 2001 and made between Heron Quays Properties Limited (1) Heron Quays (HQ1) T1 Limited and Heron Quays (HQ1) T2 Limited (2) Canary Wharf Limited (3) and Canary Wharf Management Company Limited (4)	EGL430892 (pending)	Heron Quays (HQ1) T1 Limited and Heron Quays (HQ1) T2 Limited

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 CHARGE BETWEEN AMONGST OTHERS THE CHARGOR AND MORGAN STANLEY UK GROUP (THE BANK) DATED THE 21st FEBRUARY 2002 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM EACH OBLIGOR (AS DEFINED) TO MORGAN STANLEY UK GROUP ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MARCH 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

L.C
MB