

Particulars of a mortgage or charge

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 Companies House

Name of company

* Canary Wharf Limited (the "Chargor").

Date of creation of the charge

12th June, 2001

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

Composite debenture (the "Debenture") dated 12th June, 2001 between the Chargor and the Rental Undertaking Providers (as defined below).

Amount secured by the mortgage or charge

See schedule 1.

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

Credit Suisse First Boston International, One Cabot Square, Canary Wharf London, E14 4QJ.
Morgan Stanley UK Group, 25 Cabot Square, Canary Wharf, London, E14 4QA. Citibank N.A.,
33 Canada Square, Canary Wharf, London, E14 5LB (each a "Rental Undertaking Provider" and
together the Rental Undertaking Providers").

Postcode

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

Allen & Overy
One New Change
London
EC4M 9QQ

Ref: MON/RH/873100

Time critical reference

For official Use

Mortgage Section

Post room



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COMPANIES HOUSE

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

*insert full name
of Company

See schedule 2.

Please do not
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this margin

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Signed

Allen & Overy

Date

29/06/01

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

- 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 CF14 3UZ

Company: Canary Wharf Limited
Registered Number: 1971312
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SCHEDULE 1

1. AMOUNT SECURED BY THE CHARGE

All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of CWL to each Rental Undertaking Provider under each Finance Document except for any obligation which, if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985. The term "Finance Document" includes all amendments and supplements (the "Secured Liabilities").

2. DEFINITIONS

In this Form 395 and attached schedules:

"Agreement for Lease"

means an agreement to grant an Occupational Lease in respect of all or part of a Mortgaged Property;

"Borrower"

means CW Lending II Limited;

"Brackendown Contract"

means the design and construct contract dated 31st March, 1989 between CWL and CWCL under which CWCL agreed to design and construct phase II of the Canary Wharf Estate (including, without limitation, the Developments);

"Cash Manager"

means Canary Wharf Limited;

"Charged Property"

means all assets of the Obligors the subject of any security created by the Debenture;

"Charging Subsidiary"

means each of the Companies listed in Schedule 3;

"Collateral Warranty"

means each collateral warranty granted or to be granted by a Warranty Trade Contractor or a Warranty Professional, in favour of a Rental Undertaking Provider;

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"Construction Company"

means Canary Wharf Contractors (DS1) Limited, Canary Wharf Contractors (DS5) Limited or Canary Wharf Contractors (WF9) Limited;

"CWCL"

means Canary Wharf Contractors Limited;

"CWIL"

means Canary Wharf Investments Limited;

"CWL"

means Canary Wharf Limited;

"Development"

means the construction of certain buildings and other improvements on a Mortgaged Property;

"Development Document"

means in relation to a Development:

- (a) the Brackendown Contract insofar as it relates to the Development only;
- (b) the Sub-Contract;
- (c) an Agreement for Lease;
- (d) a Land Trust Deed;
- (e) a Trade Contract;
- (f) a Professional Appointment;
- (g) a Letter of Intent;
- (h) a Collateral Warranty; or
- (i) any other document designated as such by each Rental Undertaking Provider and CWL;

"DS5 Borrower"

means Canary Wharf (DS5) T1 Limited and Canary Wharf (DS5) T2 Limited, on behalf of CWL.

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"DS5 Facility Agreement"

means the loan facility agreement dated on or about the date of the Debenture between (inter alios) the DS5 Borrowers and the DS5 Facility Provider;

"DS5 Facility Provider"

means Gibraltar Holdings Limited;

"Eligible Investments"

means, at the option of the Cash Manager, either:

- (a) securities issued by the government of the United Kingdom and denominated in Sterling or such other currency as then matches the currency of the Notes;
- (b) any other unsubordinated security, investment or instrument which:
 - (i) is denominated in Sterling or such other currency as then matches the then currency of the Notes;
 - (ii) has a maturity of the lesser of 90 days and the number of days to the Interest Payment Date next succeeding the date of purchase of such security, investment, or instrument; and
 - (iii) in respect of which the relevant obligor has a rating acceptable to the Rating Agencies then rating the Notes; or
- (c) cash deposits with a bank which has either a long term or short term, unsecured, unguaranteed and unsubordinated rating acceptable to the Rating Agencies then rating the Notes;

"Estate Manager"

means Canary Wharf Management Limited;

"Finance Document"

means a "Finance Document" as defined in each Rental Undertaking Facility Agreement;

"First Supplemental Floating Charge Agreement"

means the floating charge agreement dated the Further Closing Date between the New Charging Subsidiaries and the Trustee;

"First Supplemental Floating Charge Trust Deed"

means the floating charge trust deed dated 12th June, 2001 between the Trustee, the Initial Beneficiaries (as defined therein) and the New Charging Subsidiaries (as defined therein);

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"Fitch"

means Fitch Ratings Ltd (formally Fitch IBCA Limited) and any successor to its rating business;

"Floating Charge Agreement"

means the Original Floating Charge Agreement as amended and supplemented by the First Supplemental Floating Charge Agreement;

"Floating Charge Trust Deed"

means the Original Floating Charge Trust Deed as amended and supplemented by the First Supplemental Floating Charge Trust Deed;

"Intercompany Loan Agreement"

means the £1,850,000 (originally £975,000,000) Intercompany Loan Agreement dated 6th June 2000 as amended and restated;

"Interest Payment Date"

means 22nd January, 22nd April, 22nd July and 22nd October or a date on which the Notes have been redeemed or cancelled in full, in each year (or, in each case, if such day is not a business day, the next succeeding business day, unless such succeeding business day falls in the next succeeding calendar month, in which event the immediately preceding business day);

"Interest Reserve Loan Agreement"

means the £42,000,000 loan agreement dated 12th June, 2001 between the Intermediate Borrower (as lender) and the Borrower (as borrower);

"Intermediate Borrower"

means CWCB Finance II Limited whose registered office is at Level 30, One Canada Square, Canary Wharf, London, E14 5AB;

"Issuer"

means Canary Wharf Finance II plc;

"Land Trust Deed"

means, in respect of each Mortgaged Property, the trust deed entered into by CWL, the relevant Land Trustees and the Land Trustee Subco for that Mortgaged Property;

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"Land Trustee"

means Canary Wharf (DS1) TI Limited, Canary Wharf (DS1) T2 Limited, Canary Wharf (DS5) TI Limited, Canary Wharf (DS5) T2 Limited, Canary Wharf (WF9) TI Limited or Canary Wharf (WF9) T2 Limited.

"Land Trustee Subco"

means Canary Wharf (DS1) Limited, Canary Wharf (DS5) Limited or Canary Wharf (WF9) Limited.

"Lease"

means a lease of a Mortgaged Property granted or to be granted pursuant to an Agreement for Lease;

"Letter of Intent"

means any letter or letters between a Construction Company and a Trade Contractor or Professional setting out the intentions of the parties to enter into a Trade Contract or, as the case may be, a Professional Appointment;

"Management Agreement"

means the management agreement dated 8th August, 1991 between CWIL, CWL and the Estate Manager;

"Moody's"

means Moody's Investors Service Inc. and any successor to its rating business;

"Mortgaged Property"

means any freehold or leasehold property the subject of security created by the Debenture and **"Mortgaged Properties"** means any, or all, of them;

"Non-Rental Income"

means the aggregate of the following:

- (a) those amounts (if any) (together with any value added or similar taxes charged thereon) due to or for the account of a Charging Subsidiary from any tenants under an Occupational Lease or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges and in respect of costs incurred or to be incurred by a Charging Subsidiary under any repairing or other obligations whatsoever or in providing or procuring the provision of services to such tenant or tenants of such building;

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- (b) any amounts paid by a tenant, in compensation for a breach of covenant to a Charging Subsidiary or in compensation for expenses incurred by that Charging Subsidiary in respect of the breach to the extent applied by that Charging Subsidiary in payment of or reimbursement for payment of those expenses;
- (c) any contribution to a sinking fund paid by any tenant or other occupier; and
- (d) any value added tax or similar taxes payable on any of the items listed in paragraphs lettered (a) to (j) of the definition of "**Rental Income**";

"Notes"

means the class A1 notes and/or the class A2 notes and/or the class A3 notes and/or the class A4 notes and/or the class R1 notes and/or the class B notes and/or the class B1 notes and/or the class R2 notes and/or the class C notes and/or the class D notes AND "**Note**" means any one of them;

"Obligor"

means the Borrower or a Charging Subsidiary;

"Occupational Lease"

means, in respect of a Mortgaged Property, each Lease, licence or other occupational interest granted by the relevant Charging Subsidiary or, as applicable, any predecessor in title, pursuant to which rack rent, turnover rents, service charges, insurance premiums, default charges, interest, licence fees or other income is payable, whether immediately or after the expiry of a specified period, by a third part in respect of the right to occupy that Mortgaged Property;

"Original Floating Charge Agreement"

means the floating charge agreement dated 6th June, 2000 between the Original Charging Subsidiaries and the Trustee;

"Original Floating Charge Trust Deed"

means the floating charge trust deed dated 6th June, 2000 between the Trustee, the Initial Beneficiaries (as defined therein) and the Original Charging Subsidiaries;

"Permitted Security Interests"

means

- (a) a Security Interest created pursuant to a security document;
- (b) liens arising by operation of law securing amounts not more than 90 days overdue;
- (c) a floating charge created over the assets of a Charging Subsidiary pursuant to each Floating Charge Agreement and the Floating Charge Trust Deed;

- (d) a Security Interest referred to in a Rental Undertaking Intercreditor Deed; and
- (e) a Security Interest referred to in the Rental Undertaking Composite Debenture Intercreditor Deed.

"Professional"

means an architect, a building services engineer, a structural engineer or any other consultant with a design responsibility in respect of the Development appointed by a Construction Company, or any other consultant with like responsibilities in respect of the Development as may be appointed by a Construction Company, in each case with the approval of the Rental Undertaking Provider (such approval not to be unreasonably withheld or delayed);

"Professional Appointment"

means an agreement for the appointment by a Construction Company of a Professional;

"Rating Agencies"

means together Moody's, S&P and Fitch and any additional or replacement rating agency appointed by the Issuer, with the prior written approval of the Trustee, to provide a credit rating in respect of the Notes or any class thereof;

"Rental Income"

means the aggregate of all amounts payable to or for the benefit or account of a Charging Subsidiary in connection with the letting of a Mortgaged Property or any part of it, including (without duplication 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;
- (b) any increase of rent payable by virtue of an offer falling within the proviso to Section 3(1) of the Landlord and Tenant Act 1927;
- (c) any rent payable by virtue of a determination made by the court under Section 24(A) of the Landlord and Tenant Act 1954 net of the costs of the court proceedings;
- (d) sums received from any deposit held as security for performance of any tenant's obligations, to the extent the same is applied in or towards meeting rental obligations;
- (e) any other moneys payable in respect of occupation and/or usage of a Mortgaged Property and every fixture and fitting therein belonging to a Charging Subsidiary and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (f) any means profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of the costs of those proceedings;

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- (g) 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 relevant Charging Subsidiary from any party) in furtherance of such proceedings so taken or claim so made;
- (h) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (i) 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 or occupancy agreement; and
- (j) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same after deducting reasonable costs properly incurred in recovering such damages,

but after deducting or excluding Non-Rental Income;

"Rental Undertaking"

means:

- (a) the agreement entered into or to be entered into on the date of the Debenture between Canary Wharf (DS5) T1 Limited, Canary Wharf (DS5) T2 Limited and Citibank, N.A.;
- (b) the agreement entered into or to be entered into on the date of the Debenture between Canary Wharf (DS1) T1 Limited, Canary Wharf (DS1) T2 Limited and Credit Suisse First Boston International; or
- (c) the agreement entered into or to be entered into on the date of the Debenture between Canary Wharf (WF9) T1 Limited, Canary Wharf (WF9) T2 Limited and Morgan Stanley UK Group;

"Rental Undertaking Composite Debenture Intercreditor Deed"

means each intercreditor deed entered into or to be entered into on the date of the Debenture between the Charging Subsidiaries, the Issuer, the Trustee and each Rental Undertaking Provider.

"Rental Undertaking Facility Agreement"

means:

- (a) the facility agreement dated 12th June, 2001 between (amongst others) Credit Suisse First Boston Limited and CWL;

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- (b) a facility agreement dated 12th June, 2001 between (amongst others) Citibank, N.A. and CWL; or
- (c) a facility agreement dated 12th June, 2001 between (amongst others) Morgan Stanley UK Group and CWL.

"Rental Undertaking Intercreditor Deed"

means:

- (a) the intercreditor deed entered into or to be entered into on the date of the Debenture between, *inter alios*, the Issuer, the Trustee and Citibank, N.A.;
- (b) the intercreditor deed entered into or to be entered into on the date of the Debenture between, *inter alios*, the Issuer, the Trustee and Credit Suisse First Boston International; or
- (c) the intercreditor deed entered into or to be entered into on the date of the Debenture between, *inter alios*, the Issuer, the Trustee and Morgan Stanley UK Group.

"Security Account"

means each account established or maintained under clause 11 (Bank accounts of the Borrower) of the Intercompany Loan Agreement;

"Security Asset"

means all assets of the Chargor the subject of any security created by the Debenture;

"Security Interest"

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

"Sub-Contract"

means a design and construct sub-contract between CWCL and each Construction Company dated 26th July, 1999 (in respect of DS1), 22nd September, 1999 (in respect of DS5) and 13th July, 1999 (in respect of WF9);

"Trade Contract"

means any trade contract in respect of a Development entered into or to be entered into between a Construction Company and a Trade Contractor;

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"Trade Contractor"

means a firm or company of trade contractors appointed by a Construction Company in relation to a Development with the approval of the relevant rental Undertaking Provider (such approval not to be unreasonably withheld or delayed);

"Trustee"

means Bankers Trustee Company Limited;

"Warranty Professional"

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

"Warranty Trade Contractor"

means:

a Trade Contractor listed as such in Schedule 6 to the Rental Undertaking Facility Agreement;

- (a) a Trade Contractor which the relevant Rental Undertaking Provider reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development; or
- (b) a Trade Contractor appointed to replace any Trade Contractor referred to in paragraph (a) or (b) above;

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SCHEDULE 2

1. The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Rental Undertaking Providers:
 - (i) by way of a legal mortgage the property belonging to it specified in Schedule 4;
 - (ii) by way of a fixed charge:
 - (A) all plant and machinery owned by it at its Mortgaged Property and its interest in any plant or machinery in its possession at the Mortgaged Property;
 - (B) all moneys, and any Eligible Investments representing any amount, standing to the credit of the Security Accounts and the debts represented by them;
 - (C) all benefits in respect of the Insurances to the extent that they relate to any of its Mortgaged Property and all claims and returns of premiums in respect of them;
 - (D) the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with the Mortgaged Property or the use of its Mortgaged Property and the right to recover and receive all compensation which may be payable to it in respect of them;
 - (E) its rights under any appointment of a managing agent of its Mortgaged Properties including, without limitation, its rights, in relation to its Mortgaged Properties, against the Estate Manager under the Management Agreement;
 - (F) its rights under the building, professional and other contracts in relation to its Mortgaged Properties;
 - (G) all its rights under each Development Document;
2. The Chargor, as security for the payment of all the Secured Liabilities, assigns to the Rental Undertaking Providers by way of security:
 - (a) all Rental Income that it receives or is entitled to;
 - (b) any guarantee of Rental Income contained in or relating to any Occupational Lease; and
 - (c) to the extent not subject to a fixed charge under paragraph 1 above, all its rights and interest under the Interest Reserve Loan Agreement; and
 - (d) to the extent not subject to a fixed charge under paragraph 1 above, all its rights and interest under each Rental Undertaking and each Development Document.
3. Negative pledge

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The Chargor shall not:

- (a) create or permit to subsist any Security Interest on its Charged Property or any debt of the Borrower arising under or pursuant to clause 11.2(a)(ii) (Payment into the Borrower Accounts) of the Intercompany Loan Agreement other than any Security Interest created by the Debenture (in the case of its Mortgaged Property) or the Permitted Security Interests; or
- (b) subject to clauses 17.9 (Transfers similar to security) 7.10 (Disposals), 17.16 (Occupational Leases) and 17.20 (Substitution, release and addition to new Mortgaged Property) of the Intercompany Loan Agreement and clause 6 of the DS5 Facility Agreement, sell, transfer, grant (otherwise than in respect of concessionary car parking rights and privileges in the normal operation of the Estate) lease or otherwise dispose of its Charged Property or any debt of the Borrower arising under or pursuant to clause 11.2(a)(ii) (Payment into the Borrower Accounts) of the Intercompany Loan Agreement.

3. **POWER OF ATTORNEY**

The Chargor, by way of security, has irrevocably and severally appointed the Issuer, each receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Debenture including under Clause 13 (Further assurances) of the Debenture. The Chargor has ratified and has confirmed whatever any attorney properly does or purports to do pursuant to its appointment under this paragraph.

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SCHEDULE 3

THE CHARGING SUBSIDIARIES

| Company | Registered Number |
|--|--------------------------|
| CWCB Investments (B4) Limited | 3452981 |
| CWCB Leasing (B1) Limited | 3452908 |
| CWCB Investments (B1) Limited | 3452952 |
| CWCB Leasing (DS6) Limited | 3941692 |
| CWCB Investments (DS6) Limited | 3941686 |
| CWCB Properties (DS6) Limited | 3941678 |
| Canary Wharf (DS6) T1 Limited | 3321144 |
| Canary Wharf (DS6) T2 Limited | 3320957 |
| Cabot Place Holdings Limited | 3302749 |
| Cabot Place Limited | 2548110 |
| Cabot Place (RT2) Limited | 3719122 |
| Canary Wharf (Car Parks) Limited | 3682170 |
| CWCB Investments (RT2) Limited | 3452901 |
| CWCB Leasing (RT2) Limited | 3605344 |
| CWCB Investments (Car Parks) Limited | 3302682 |
| CWCB Finance II Limited | 3605340 |
| Canary Wharf Holdings (DS1) Limited | 3759376 |
| Canary Wharf (DS1) Limited | 3757749 |
| Canary Wharf (DS1) T1 Limited | 4218685 |
| Canary Wharf (DS1) T2 Limited | 4218857 |
| Canary Wharf Contractors (DS1) Limited | 3757745 |
| Canary Wharf Investments (DS1) Limited | 4218832 |
| CWCB Investments (DS1) Limited | 4218839 |
| CWCB Properties (DS1) Limited | 4218829 |
| Canary Wharf Investment Holdings (DS1) Limited | 4218887 |
| Canary Wharf Holdings (DS5) Limited | 3719043 |
| Canary Wharf (DS5) Limited | 3719075 |

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| | |
|--|---------|
| Canary Wharf (DS5) T1 Limited | 4093509 |
| Canary Wharf (DS5) T2 Limited | 4093506 |
| Canary Wharf Contractors (DS5) Limited | 3719105 |
| Canary Wharf Investments (DS5) Limited | 4093501 |
| CWCB Investments (DS5) Limited | 4218798 |
| CWCB Properties (DS5) Limited | 4218790 |
| Canary Wharf Investment Holdings (DS5) Limited | 4218878 |
| Canary Wharf Holdings (WF9) Limited | 3682184 |
| Canary Wharf (WF9) Limited | 3682208 |
| Canary Wharf (WF9) T1 Limited | 4218760 |
| Canary Wharf (WF9) T2 Limited | 4218772 |
| Canary Wharf Contractors (WF9) Limited | 3666379 |
| Canary Wharf Investments (WF9) Limited | 4218750 |
| CWCB Investments (WF9) Limited | 4218741 |
| CWCB Properties (WF9) Limited | 4218737 |
| Canary Wharf Investment Holdings (WF9) Limited | 4218899 |
| Canary Wharf Limited | 1971312 |
| Canary Wharf Investments Limited | 2124710 |
| Canary Wharf Contractors Limited | 2352250 |

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SCHEDULE 4

REAL PROPERTY

BUILDING B1 - 1 WESTFERRY CIRCUS

| Property Interest | Title Number | Proprietor |
|--|---------------------|-------------------------------|
| Freehold of Building known as 1 Westferry Circus being the property comprised in a transfer dated 28 January 2000 between (1) Canary Wharf Investments Limited and (2) CWCB Investments (B1) Limited | EGL403252 (pending) | CWCB Investments (B1) Limited |
| Lease of Building known as 1 Westferry Circus | EGL303886 | CWCB Investments (B1) Limited |
| Lease of Building known as 1 Westferry Circus | EGL304426 | CWCB Investments (B1) Limited |
| Overriding Lease of Floors 3-8 and levels P1, P2 and P3, 1 Westferry Circus dated 19 January 2000 between (1) Canary Wharf Limited (2) CWCB Leasing (B1) Limited (3) Canary Wharf Management Limited | Not registrable | CWCB Leasing (B1) Limited |
| Overriding Lease of Ground Floor and Floors 1 and 2, 1 Westferry Circus dated 19 January 2000 between (1) Canary Wharf Limited (2) CWCB Leasing (B1) Limited (3) Canary Wharf Management Limited | Not registrable | CWCB Leasing (B1) Limited |
| BUILDING B4/B4A: 17 COLUMBUS COURTYARD | | |
| Freehold of Building known as 17 Columbus Courtyard | EGL382798 | CWCB Investments (B4) Limited |

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| BUILDING DS6 : 33 CANADA SQUARE | | |
|--|---|---|
| Freehold of Building known as 33 Canada Square being the property comprised in a transfer dated 6 June 2000 between (1) Canary Wharf Investments Limited and (2) CWCB Investments (DS6) Limited | EGL316757 (part). New title number pending | CWCB Investments (DS6) Limited |
| Lease of Whole of Building known as 33 Canada Square | EGL357770 | Canary Wharf (DS6) T1 Limited and Canary Wharf (DS6) T2 Limited |
| Agreement for Underlease of Building known as 33 Canada Square dated 13 March 1998 between (1) Canary Wharf Limited (2) Barclays Capital Leasing (No. 166) Limited (3) Canary Wharf Management Limited and (4) Canary Wharf (DS6) T1 Limited and Canary Wharf (DS6) T2 Limited as varied by Deeds of Variation dated 8 March 1999, 1 November 1999, 17 December 1999 and 6 June 2000 | Not applicable | CWCB Properties (DS6) Limited |
| Lease of whole of Building known as 33 Canada Square dated 6 June 2000 between (1) Canary Wharf (DS6) T1 Limited and Canary Wharf (DS6) T2 Limited (2) Canary Wharf Management Limited and (3) CWCB Leasing (DS6) Limited | Pending registration | CWCB Leasing (DS6) Limited |
| BUILDING RT1 : CABOT PLACE AND CABOT SQUARE CAR PARK | | |
| Freehold of Building known as Cabot Place | EGL357827 | Cabot Place Holdings Limited |
| Lease of Cabot Square Car Park | EGL372929 | Canary Wharf (Car Parks) Limited |
| Lease of Retail Area | EGL372938 | Cabot Place Holdings Limited |

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| | | |
|--|--|----------------------------------|
| Underlease of Retail Area (subject to a Deed of Surrender dated 6 June 2000 in respect of Cabot Hall) | EGL326709 (save for part relating to Cabot Hall) | Cabot Place Limited |
| BUILDING RT2 : CANADA SQUARE RETAIL AND CAR PARK | | |
| Freehold | EGL316757 (part). New title number pending | CWCB Investments (RT2) Limited |
| Lease of Main Retail Area as described in a transfer of part dated 6 June 2000 between (1) Canary Wharf Limited (2) CWCB Leasing (RT2) Limited (3) Canary Wharf Management Limited and (4) Canary Wharf Investments Limited | EGL390945 (Part) New title number pending | CWCB Leasing (RT2) Limited |
| Lease of Canada Square car park as described in a transfer of part dated 6 June 2000 between (1) Canary Wharf Limited (2) Canary Wharf (Car Parks) Limited (3) Canary Wharf Management Limited and (4) Canary Wharf Investments Limited | Part of EGL390945. New title number pending | Canary Wharf (Car Parks) Limited |
| Lease of Link to Jubilee Line Station dated 6 June 2000 between (1) Canary Wharf Investments Limited (2) Canary Wharf Limited (3) CW Investments (Phase 1) Limited and (4) Canary Wharf Management Limited assigned also on 6 June 2000 to Canary Wharf Limited and then to CWCB Leasing (RT2) Limited | Title number pending | CWCB Leasing (RT) Limited |
| Lease of Main Retail Area | EGL394232 | Cabot Place (RT2) Limited |
| Lease of Link to Jubilee Line Station dated 27 March 2000 between (1) Canary Wharf Limited (2) Canary Wharf Management Limited and (3) Cabot Place (RT2) Limited | Pending | Cabot Place (RT2) Limited |

Company: Canary Wharf Limited
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| BUILDING DS7 : ONE CANADA SQUARE | | |
|---|---------------------|------------------------------|
| Lease of Retail Area | EGL366934 | Cabot Place Holdings Limited |
| Underlease of Retail Area | EGL383908 | Cabot Place Limited |
| BUILDING FC2 : 5 NORTH COLONNADE AND 10 CABOT SQUARE | | |
| Lease of Unit FC2:P:10 | EGL328033 | Cabot Place Holdings Limited |
| Underlease of Unit FC2:P:10 | EGL315564 | Cabot Place Limited |
| Lease of 9 Cabot Square | EGL321029 | Cabot Place Limited |
| Lease of Units FC2:S:20 and FC2:P:35 | EGL372920 | Cabot Place Holdings Limited |
| Underlease of Unit FC2:S:20 dated 23 December 1997 between (1) Canary Wharf Limited (2) Cabot Place Limited and (3) Canary Wharf Management Limited | Not registrable | Cabot Place Limited |
| Underlease of Unit FC2:P:35 | EGL371748 | Cabot Place Limited |
| Lease of Units FC2:S:30 and FC2:S:40 | EGL372917 | Cabot Place Holdings Limited |
| Underlease of Units FC2:S:30 and FC2:S:40 dated 9 April 1999 between (1) Cabot Place Holdings Limited (2) Canary Wharf Management Limited and (3) Cabot Place Limited | EGL399398 (pending) | Cabot Place Limited |
| Lease of Units FC2:P:35, 40, 70 | EGL366797 | Cabot Place Holdings Limited |
| Underlease of Units FC2:P:35, 40, 70 | EGL340911 | Cabot Place Limited |
| BUILDING FC4 - 20 CABOT SQUARE | | |
| Lease of Unit FC4:P:10 | EGL323904 | Cabot Place Holdings Limited |
| Underlease of Unit FC4:P:10 | EGL306692 | Cabot Place Limited |
| Lease of Units FC4:S:40 and FC4:S:50 | EGL372959 | Cabot Place Holdings Limited |

Company: Canary Wharf Limited
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Continuation Sheet: 19

| | | |
|--|-----------------|------------------------------|
| Underlease of Unit FC4:S:40 dated 15 October 1998 between (1) Canary Wharf Limited (2) Canary Wharf Management Limited and (3) Cabot Place Limited | Not registrable | Cabot Place Limited |
| Lease of Units FC4:P:20, FC4:S:30 and FC4:S:60 | EGL372957 | Cabot Place Holdings Limited |
| Underlease of Unit FC4:P:20 | EGL369434 | Cabot Place Limited |
| Underlease of Unit FC4:S:30 | EGL369220 | Cabot Place Limited |
| Underlease of Unit FC4:S:60 | EGL369228 | Cabot Place Limited |
| Lease of Unit FC4:P:80 | EGL323690 | Cabot Place Limited |
| Lease of Unit FC4:P:40 | EGL372950 | Cabot Place Holdings Limited |
| Underlease of Unit FC4:P:40 | EGL293377 | Cabot Place Limited |
| Underlease of Unit FC4:S:55 dated 27 April 1999 between (1) Cabot Place Holdings Limited (2) Canary Wharf Management Limited and (3) Cabot Place Limited | Not Registrable | Cabot Place Limited |

BUILDING FC6 : 30 THE SOUTH COLONNADE

| | | |
|---|-----------|------------------------------|
| Lease of all retail units (save for FC6:P:20) | EGL366924 | Cabot Place Holdings Limited |
| Underlease of Unit FC6:P:15 | EGL367116 | Cabot Place Limited |
| Underlease of Unit FC6:S:30 | EGL369379 | Cabot Place Limited |
| Lease of Unit FC6:P:20 | EGL366898 | Cabot Place Holdings Limited |
| Underlease of Unit FC6:P:20 | EGL340908 | Cabot Place Limited |

BUILDING B2 : 7 WESTFERRY CIRCUS

| | | |
|---|-----------------|------------------------------|
| Lease of Retail Areas | EGL366919 | Cabot Place Holdings Limited |
| Underlease of Unit B2:S:40 dated 19 March 1998 between (1) CWC SPVf Limited (2) Canary Wharf Management | Not registrable | Cabot Place Limited |

Company: Canary Wharf Limited
Registered Number: 1971312
Continuation Sheet: 20

| | | |
|--|-----------------|--------------------------------------|
| Limited (3) Cabot Place Limited | | |
| Underlease of Unit B2:S:30:70/75 dated 27 February 1998 between (1) CWC SPVf Limited (2) Canary Wharf Management Limited (3) Cabot Place Limited | Not registrable | Cabot Place Limited |
| Underlease of Unit B2:S:20 dated 9 July 1998 between (1) Cabot Place Holdings Limited (2) Canary Wharf Management Limited (3) Cabot Place Limited | Not registrable | Cabot Place Limited |
| Underlease of Unit B2:S:50 dated 4 April 2000 between (1) Cabot Place Holdings Limited (2) Canary Wharf Management Limited (3) Cabot Place Limited | Not registrable | Cabot Place Limited |
| WESTFERRY CIRCUS CAR PARK | | |
| Freehold | EGL357832 | CWCB Investments (Car Parks) Limited |
| Lease of Westferry Circus Car Park | EGL357833 | Canary Wharf (Car Parks) Limited |
| CHURCHILL PLACE CAR PARK | | |
| Lease of Churchill Place Car Park | EGL315796 | Canary Wharf (Car Parks) Limited |

BUILDING DS1 - 5 CANADA SQUARE

| Property Interest | Title Number | Proprietor | Date of and parties to instrument where title not yet registered |
|-------------------|----------------------|-----------------------------------|--|
| Freehold | EGL 316757 (part) | CWCB Investments (DS1) Limited | Transfer dated 12 June 2001 between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) |

Company: Canary Wharf Limited
Registered Number: 1971312
Continuation Sheet: 21

| | | | |
|-----------------------------|--------------------|--|---|
| | | | Canary Wharf Limited (3) and CWCB Investments (DS1) Limited (4) |
| Overriding Lease | Not yet registered | Canary Wharf Investments (DS1) Limited | Lease dated 12 June 2001 between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (DS1) Limited (3) and Canary Wharf Management Limited (4) |
| Lease - Legal title | EGL 316758 (part) | Canary Wharf (DS1) T1 Limited and Canary Wharf (DS1) T2 Limited | Transfer dated 12 June 2001 between Canary Wharf Limited (1) Canary Wharf (DS1) T1 Limited and Canary Wharf (DS1) T2 Limited (2) and Canary Wharf Management Limited (3) |
| Lease - beneficial title | Not applicable | Canary Wharf Limited | |

BUILDING DS5 - 25 CANADA SQUARE

| Property Interest | Title Number | Proprietor | Date of and parties to instrument where title not yet registered |
|-------------------|-------------------|-----------------------------------|---|
| Freehold | EGL 316757 (part) | CWCB Investments (DS5) Limited | Transfer dated 12 June 2001 between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) Canary Wharf Limited (3) and CWCB Investments |

Company: Canary Wharf Limited
Registered Number: 1971312
Continuation Sheet: 22

| | | | |
|--------------------------|----------------|---|-------------------|
| | | | (DS5) Limited (4) |
| Overriding Lease | EGL 416534 | Canary Wharf Investments (DS5) Limited | |
| Lease - Legal title | EGL 416533 | Canary Wharf (DS5) T1 Limited and Canary Wharf (DS5) T2 Limited | |
| Lease - beneficial title | Not applicable | Canary Wharf Limited | |

BUILDING WF9 - 15 WESTFERRY CIRCUS

| Property Interest | Title Number | Proprietor | Date of and parties to instrument where title not yet registered |
|-------------------|--------------------|--|--|
| Freehold | EGL 298294 (part) | CWCB Investments (WF9) Limited | Transfer dated 12 June 2001 between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) Canary Wharf Limited (3) and CWCB Investments (WF9) Limited (4) |
| Overriding Lease | Not yet registered | Canary Wharf Investments (WF9) Limited | Lease dated 12 June 2001 between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (WF9) Limited (3) and Canary Wharf Management |

Company: Canary Wharf Limited
Registered Number: 1971312
Continuation Sheet: 23

| | | | |
|--------------------------|-------------------|---|--|
| | | | Limited (4) |
| Lease - legal title | EGL 298293 (part) | Canary Wharf (WF9) T1 Limited and Canary Wharf (WF9) T2 Limited | Transfer dated 12 June 2001 between Canary Wharf Limited (1) Canary Wharf (WF9) T1 Limited and Canary Wharf (WF9) T2 Limited (2) and Canary Wharf Management Limited (3) |
| Lease - beneficial title | Not applicable | Canary Wharf 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 COMPOSITE DEBENTURE (THE "DEBENTURE") BETWEEN THE CHARGOR AND THE RENTAL UNDERTAKING PROVIDERS (AS DEFINED) DATED THE 12th JUNE 2001 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT AND WHETHER OWNED JOINTLY OR SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER) OF CANARY WHARF LIMITED (CWL) TO EACH RENTAL UNDERTAKING PROVIDER UNDER EACH FINANCE DOCUMENT ALL TERMS AS DEFINED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Handwritten signature