

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Please do not  
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Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

291111

1971312

Name of company

\* Canary Wharf Limited (the "Company")

\* insert full name  
of company

Date of creation of the charge

27th December 1995

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

Legal Charge dated 27th December 1995 (the "Deed of Charge") made between the Company and W & G Lease Finance Limited ("W&G") as trustee for itself and The Royal Bank *see continuation sheet 1 page 1*

Amount secured by the mortgage or charge

Under the terms of clause 2.1 of the Deed of Charge the Company covenants that it will on demand pay to W&G all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred to W&G by it under or pursuant to the Documentation (as hereinafter defined) and/or the Deed of Charge when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to W&G or purchased or otherwise acquired by it; denominated in sterling or in any other currency; or incurred on any banking or other account or in any other manner whatsoever.

*see continuation sheet 1 page 2*

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

W & G Lease Finance Limited whose registered office is at The

Quadrangle, The Promenade, Cheltenham, Gloucestershire

P

Postcode

GL50 1PX

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

Norton Rose  
Kempson House  
P.O. Box 570  
Camomile Street  
London EC3A 7AN

144/y149950/m39509.nmc

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*KQZH417J\* 1229  
COMPANIES HOUSE 15/01/96

Short particulars of all the property mortgaged or charged

Under the terms of clause 3.1 of the Deed of Charge the Company with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations:

- (a) Property: charges to W&G by way of first legal mortgage the property specified in part A of schedule 1 of the Deed of Charge (as set out in schedule A to this form) and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property together with all rights, easements and privileges appurtenant to, or benefitting, the same;
- (b) Insurances: charges to W&G by way of first fixed charge all moneys from time to time payable to the Company under or pursuant to the Insurances (as hereinafter defined) including without limitation the refund of any premium;
- (c) Agreement: assigns to W&G the Agreement for Lease and Leaseback (as hereinafter defined)

see continuation sheet 1 page 4

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Norton Rose*

Date

*15<sup>th</sup> 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.

Please do not  
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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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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)

of Scotland plc (the "Bank") under a declaration of trust dated 27th December 1995 made between W&G, the Bank, the Company, Canary Wharf Investments Limited ("CWIL") and Canary Wharf Holdings Limited ("CWH") (the "Declaration of Trust").

Clause 2.2 of the Deed of Charge provides that the liabilities referred to in clause 2.1 of the Deed of Charge shall, without limitation, include:

Please complete  
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- (a) interest (both before and after judgment) to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by W&G in relation to any of the Secured Obligations (as hereinafter defined) or generally in respect of the Company;
- (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities, financial derivatives or other instruments of any kind; and
- (c) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates; or
- (d) sums in respect of which W&G has a claim against the Company as a result of any breach, disclaimer or repudiation of the Documentation or any part of it.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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Under the terms of clause 4.1 of the Deed of Charge the Company undertakes that during the continuance of the security the Company will comply with the undertakings set out in schedule 2 to the Deed of Charge (as set out in schedule B to this form).

Clause 5.1 of the Deed of Charge provides that the Company shall if and when at any time required by W&G execute such further Encumbrances (as hereinafter defined) and assurances in favour of W&G and do all such acts and things as W&G shall from time to time require over or in relation to all or any of the Charged Assets (as hereinafter defined) to secure the Secured Obligations or to perfect or protect the security intended to be created by the Deed of Charge over the Charged Assets or any part thereof or to facilitate the realisation of the same.

Clause 5.2 of the Deed of Charge provides that such further assurances shall be prepared by or on behalf of W&G at the expense of the Company and shall contain (a) an immediate power of sale without notice, (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925 and (c) such other clauses for the benefit of W&G as W&G may reasonably require.

Clause 8.2 of the deed of Charge provides that all moneys receivable by virtue of any of the Insurances shall be paid to W&G (or if not paid by the insurers directly to W&G shall be held on trust for W&G) and shall be applied in replacing, restoring or reinstating the Property (any deficiency being made good by the Company) or (to the extent not so applied) in reduction of the Secured Obligations.

Clause 11.1 of the Deed of Charge provides that the Deed of Charge and the obligations of the Company under it shall:

- (a) secure the Secured Obligations and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument (as hereinafter defined), Encumbrance, right or remedy held by or available to W&G; and
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by W&G dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable.

*see continuation sheet 2 page 4*

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Clause 13.5 of the Deed of Charge provides that the Deed of Charge shall remain binding on the Company notwithstanding any change in the constitution of W&G or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by the Deed of Charge shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of W&G in the same manner as if such assignee, transferee or other successor in title had been named in the Deed of Charge as a party instead of, or in addition to, W&G.

Please complete  
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Schedule A  
Schedule 1 to the Deed of Charge  
Part A - Property

<u>Address</u>	<u>London Borough</u>	<u>Title Number</u>
Part ground floor and first to sixth floors 20 Cabot Square London E14 as comprised in and demised by a lease dated today and made between Canary Wharf Investments Limited (1) the Company (2) IPC Advisors UK Limited (3) and Canary Wharf Management Limited (4)	Tower Hamlets	to be registered. 

*see continuation sheet 3 page 4*

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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Schedule B  
Schedule 2 to the Deed of Charge  
Undertakings

Please complete  
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- 1 Documentation: comply with its obligations under the Documentation.
- 2 Deposit of deeds: deposit with W&G (to be held at the risk of the Company):
  - (a) all deeds and documents of title relating to the property and to any subordinate interest in it;
  - (b) the Agreements (as hereinafter defined), the Insurances unless they also relate to all the remainder of Canary Wharf and all such other documents relating to the Charged Assets as W&G may from time to time require.
- 3 Compliance with covenants etc: observe and perform all covenants, stipulations, requirements and obligations from time to time affecting the Charged Assets and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of the Charged Assets whether imposed by statute, law or regulation, contract, lease, licence, grant or otherwise carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain, defend or preserve its right, title and interest to and in the Charged Assets without infringement by any third party and not without the prior consent in writing of W&G which shall not be unreasonably withheld or delayed enter into any onerous or restrictive obligations affecting any of the same.
- 4 Possession of Property: Not without the prior consent in writing of W&G dispose of the Property or any estate or interest in it or grant any lease part with possession or share occupation of the whole or any part of the property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person:
  - (a) to be registered (jointly with the Company or otherwise) as proprietor under the Land Registration Acts of the property nor create or permit to arise any overriding interest affecting the same within the definition in those Acts; or
  - (b) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property;

Provided that if the Morgan Stanley Lease (as hereinafter defined) is determined or expires then the Company may relet the Property as permitted by Lease 3
- 5 Subleases: In relation to any lease of the Property to which the Company is from time to time the reversioner to comply with clause 4.14(d) of Lease 3:

see continuation sheet 5 page 4

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 4  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

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Name of Company

Canary Wharf Limited (the "Company")

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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- 6 Jeopardy: do not or cause or (insofar as is reasonable) permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to W&G of any of the Charged Assets.
- 7 Encumbrances and disposals: not (without the prior written consent of W&G):
- (a) create or purport to create or permit to subsist any mortgage, debenture, charge or pledge upon or permit any Encumbrance to arise on or affect any part of the Charged Assets; or
  - (b) dispose of any of the Charged Assets or agree to do so.
- 8 Leaseholds: in relation to any lease under which the Company from time to time holds the Property:
- (a) pay the rents reserved by and generally observe and perform the terms, covenants, stipulations and conditions contained in such lease and on the part of the tenant to be paid observed and performed;
  - (b) use its best endeavours to procure the observance and performance by the landlord under such lease of the terms, covenants, stipulations and conditions on the part of the landlord to be observed and performed;
  - (c) not without the consent of W&G vary, cancel, surrender, determine or permit to be forfeited such lease; and
  - (d) not without the consent of W&G agree any review of the rent payable under such lease.
- 9 Agreements: immediately Lease 3 is granted at the cost of the Company execute a valid legal mortgage in the form of the Deed of Charge, with such amendments as W&G may reasonably require, of the premises comprised in such lease to secure the payment and discharge W&G of the Secured Obligations.

The Deed of Charge is subject to the terms of the Declaration of Trust. Pursuant to the terms of clause 2 of the Declaration of Trust W&G declares itself trustee of the benefit of the undertakings, agreements and covenants of the Credit Support Providers (as hereinafter defined) contained in the Trust Security Documents (as hereinafter defined) and the security and other rights, titles and interests constituted by the Trust Security Documents and all moneys, property and assets paid to W&G or held by W&G or received or recovered by W&G pursuant to or in connection with the Trust Security Documents with effect from the date of this Deed to hold the same on trust for itself and the Bank to apply the same to meet the respective claims of itself and the Bank in whatever order it shall in its absolute discretion deem appropriate.

The perpetuity period applicable to the trust thereby declared shall be 80 years.

Clause 3 of the Declaration of Trust provides that references in the Trust Security Documents to the following terms shall be construed as follows save where the context otherwise requires:

*see continuation sheet 5 page 4*

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 5  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

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Name of Company

Canary Wharf Limited (the "Company")

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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- (a) "Equalisation Agreement" shall include the Swap Agreement (as hereinafter defined); and
- (b) "W&G" shall mean:
  - (i) in the context of moneys, obligations or liabilities actually or contingently owing to W&G from time to time, W&G and/or the Bank;
  - (ii) in the context of W&G as the holder of any guarantee or security created by any Trust Security Document and any rights relating to the perfection or preservation of security, W&G as trustee for itself and the Bank;
  - (iii) in the context of substantive rights and discretions granted to W&G as a guaranteed or secured party (other than as referred to in (ii) above), W&G and/or the Bank (provided that any consent which is required to be obtained from W&G under any Trust Security Document may be given by W&G alone);
  - (iv) in the context of representations, warranties, covenants and undertakings given to W&G (other than as referred to in (i) above), W&G as trustee for itself and the Bank;
  - (v) in the context of actions taken or omitted to be taken by, or knowledge of, W&G as a creditor of or holder of any rights in respect of any person, W&G and/or the Bank;
  - (vi) in the context of administrative or enforcement actions to be taken under any Trust Security Document, W&G; and
  - (vii) in the context of rights to assign, and related rights, under the relevant clause in each Trust Security Document, W&G

Clause 4.1 of the Declaration of Trust provides that in the event of any inconsistency between the terms of the Declaration of Trust and the terms of any Trust Security Document, the terms of the Declaration of Trust shall prevail and the relevant terms in the relevant Trust Security Document shall be construed accordingly.

Clause 4.2 of the Declaration of Trust provides that save as otherwise provided by clause 4.1 of the Declaration of Trust, each Trust Security Document shall be read together with the Declaration of Trust and both documents shall be construed together as one instrument.

Definitions:

"Account Charge 2" means the assignment dated 27th December 1995 of the RBS Security Fund made between the Company (1), the Bank (2) and W&G (3);

"Agreement for Lease and Leaseback" and "Agreement for Lease" means the agreement for lease and leaseback dated 27th December 1995 made between the Company (1) W&G (2) and the Management Company (3);

"Barclays Account" means the Sterling deposit account number 80725498 in the name of CWR opened on the books of Barclays Bank PLC at its branch at 54 Lombard Street, London EC3V 9EX;

"Charged Assets" means all the property and rights of the Company described in clause 3.1 to the Deed of Charge;

see continuation sheet 6 page 4

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 6  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

Limited\*

\* delete if  
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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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"**Collateral Instruments**" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;

"**Credit Support Providers**" means the Company, CWIL, CWH and CWR;

"**CWH Guarantee**" means the guarantee dated 27th December 1995 made between CWH (1) and W&G (2);

"**CWL Guarantee**" means the guarantee dated 27th December 1995 made between the Company (1) and W&G (2);

"**CWR**" means CWR SPV Co;

"**Debenture**" means the debenture dated 27th December 1995 made between CWR (1) and W&G (2);

"**Documentation**" means Lease 3, the Agreement for Lease and Leaseback, Lease 1 and Lease 2 and all documents referred to in clause 2.5 of the Agreement for Lease;

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind;

"**Insurances**" means all present and future contracts or policies of insurance effected by the Company or to which the Company is entitled in respect of the Property or otherwise in accordance with the Deed of Charge;

"**Lease 1**" means the lease dated 27th December 1995 of the Premises (with other property) and made between CWIL (1), the Company (2), IPC Advisors U.K Limited (3) and the Management Company (4) and transferred to the Company prior to execution of the Agreement for Lease;

"**Lease 2**" means the lease of the Premises in the approved form to be made between the Company (1) W&G (2) and the Management Company (3);

"**Lease 3**" means the lease of the Premises in the approved form to be made between W&G (1) and the Company (2);

"**Management Company**" means Canary Wharf Management Limited;

"**Morgan Stanley Lease**" means the lease of the property demised by Lease 1 dated 21st December 1995 and made between the Company (1) the Management Company (2) Morgan Stanley UK Group (3) and Morgan Stanley Group Inc. (4), and includes where relevant any other lease or leases of the Premises lawfully granted by the Company (or RBL as trustee for the Company) before Lease 2 is granted;

"**Premises**" means part of the ground floor and the first to the sixth floors of 20 Cabot Square, Canary Wharf, London E14;

"**Property**" means the assets of the Company described in clause 3.1(a) of the Deed of Charge and references to the Property include where relevant any one or more of such assets and any part of such assets;

"**Property Charge 2**" means the legal charge dated 27th December 1995 over the freehold of 20 Cabot Square, Canary Wharf, London E14 given by CWIL to W&G;

see continuation sheet 7 page 4

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 7  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1971312

Name of Company

Canary Wharf Limited (the "Company")

Limited\*

\* delete if  
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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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## 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 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 AS TRUSTEE FOR ITSELF AND THE ROYAL BANK OF SCOTLAND PLC UNDER A DECLARATION OF TRUST OF EVEN DATE UNDER OR PURSUANT TO THE DOCUMENTATION (AS HEREINAFTER DEFINED) AND/OR THE DEED OF CHARGE AND ALL OTHER LIABILITIES DUE IN ANY OTHER MANNER WHATSOEVER 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

HC026B

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