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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £13 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

02127410

Name of company

\* Canary Wharf Investments Limited (the **Chargor**)

Date of creation of the charge

13 February 2007

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

A shares charge dated 13 February 2007 between the Chargor and the Security Agent (as defined below) (**the Security Agreement**).

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 any Finance Party under each Finance Document (as each term is defined in this Form 395) (**the Secured Liabilities**).

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

Barclays Bank PLC, 5 the North Colonnade, London E14 4BB (the **Security Agent**)

Postcode EC2B 2DB

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

Gergana Avramova (GERA)  
Allen & Overy LLP  
40 Bank Street  
London E14 5DU

(35448-03216) BK:5840650

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

TUESDAY



A08 \*A7DJGNFV\* 88  
27/02/2007  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

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 LLP*

Date **26** February 2007

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

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

## 1. SECURITY

The Chargor charges as security for the payment of all the Secured Liabilities charges in favour of the Security Agent by way of a first fixed charge:

- (a) all the Shares; and
- (b) all Related Rights accruing to the Shares.

## 2. COVENANTS FOR TITLE

Each charge created under the Security Agreement is made by the Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

## 3. PRESERVATION OF SECURITY

### 3.1 Continuing security

The security constituted by the Security Agreement is continuing and will extend to the ultimate balance of all the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

### 3.2 Additional security

The security constituted by the Security Agreement is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Finance Party for any Secured Liability.

## 4. UNDERTAKINGS

Throughout the Security Period the Chargor shall not create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Security Agreement.

### In this Form 395:

**Arrangers** means Barclays Capital and Bear, Stearns International Limited.

**Beneficiary's Undertaking** means the undertaking entered into or to be entered into by CWL, the Borrower and the Security Agent.

**Borrower** means Canary Wharf Holdings (BP2) Limited.

**Brackendown Contract** means the design and construct contract dated 31 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 Development).

**Contractorco** means Canary Wharf Contractors (BP2) Limited (Registered in England and Wales No. 4347713).

**Counterparty** means Barclays Bank PLC in its capacity as counterparty under the Credit Agreement.

**Credit Agreement** means the £155,000,000 credit agreement dated 6 February 2007 between the Obligors and the Finance Parties.

**CWCL** means Canary Wharf Contractors Limited (Registered in England and Wales No. 2352250).

**CWCL Charge** means a legal charge executed or to be executed by CWCL in favour of the Security Agent.

**CWHL** means Canary Wharf Holdings Limited (Registered in England and Wales No. 2798284).

**CWL** means Canary Wharf Limited (Registered in England and Wales No. 1971312).

**CWL Charge** means a legal charge executed or to be executed by CWL in favour of the Security Agent.

**Debenture** means a debenture executed or to be executed by each of the SPVs in favour of the Security Agent

**Fee Letter** means a letter entered into by reference to the Credit Agreement between either an Arranger and the Borrower or the Agent and the Borrower, in each case setting out the amount of various fees referred to in clause 23 (Fees) of the Credit Agreement.

**Finance Document** means:

- (a) The Credit Agreement;
- (b) a Security Document;
- (c) the Subordination Deed;
- (d) any Hedging Arrangement;
- (e) a Novation Certificate;
- (f) a Fee Letter; or
- (g) any other document designated as such by the Security Agent and the Borrower.

**Finance Party** means each Arranger, a Lender, the Counterparty or the Security Agent.

**Hedging Arrangements** means any interest rate hedging arrangements entered into by the Borrower in connection with interest payable by the Borrower under the Credit Agreement.

**Investorco** means Canary Wharf Investments (BP2) Limited (Registered in England and Wales No. 5976954).

**Investorholdco** means Canary Wharf Investment Holdings (BP2) Limited (Registered in England and Wales No. 6002177)

**Lenders** means Principal Real Estate Funding Corporation Ltd and Barclays Bank PLC.

**Novation Certificate** has the meaning given to it in Clause 30.3 (Procedure for novation) of the Credit Agreement.

**Obligor** means an SPV, a Parent Guarantor or CWCL.

**Parent Guarantor** means CWHL, the Chargor or CWL.

**Related Rights** means any dividend or interest paid or payable in relation to any Shares and any rights, moneys or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

**Security Assets** means all assets of the Chargor the subject of any security created by the Security Agreement.

**Security Document** means:

- (a) the Debenture;
- (b) the CWL Charge;
- (c) the CWCL Charge;
- (d) the Security Agreement; or
- (e) any other document designated as such by the Security Agent and the Borrower.

**Security Interest** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation or security interest or any other agreement or arrangement having a similar effect.

**Security Period** means the period beginning on the date of the Security Agreement and ending on the date on which the Security Agent, acting reasonably, is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**Shares** means all of the shares in the share capital of the Borrower and Investorholdco.

**SPV** means the Borrower, Subco, Trustees, Contractorco, Investorco or Investorholdco.

**Subco** means Canary Wharf (BP2) Limited (Registered in England and Wales No. 4347695).

**Subordination Deed** means the subordination deed entered into or to be entered into between (amongst others) one or more Parent Guarantors, as subordinated creditors, one or more SPVs, as debtors, and the Security Agent.

A reference in the Security Agreement to assets includes, unless the context otherwise requires, present and future assets and the proceeds of sale of those assets.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02127410

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 13th FEBRUARY 2007 AND CREATED BY CANARY WHARF INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY 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 27th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd MARCH 2007.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES