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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

CHFP025

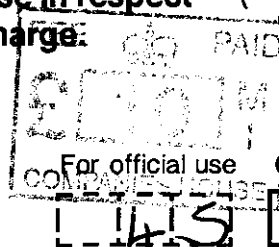
Please do not write in this margin

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

\* insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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



Company number

2127410

Name of company

\* Canary Wharf Investments 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)

Shares Charge (the "DEED") dated 12th June 2001 between the Chargor and the Bank (as defined below).

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 (together the "SECURED LIABILITIES").

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

Morgan Stanley UK Group (the "BANK")  
25 Cabot Square  
Canary Wharf  
London

Postcode E14 4QA

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

ELES/TTG/871681

Time critical reference

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0472  
27/08/01

See Continuation Sheet

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

*27 June 2001*

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

**Short Particulars of all Property to be Mortgaged or Charged**

**1. SECURITY**

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

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

**Note** The Chargor shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed or in accordance with the Intercreditor Deed or the Rental Undertaking Composite Debenture Intercreditor Deed ; or
- (b) sell, transfer or otherwise dispose of, any Security Asset; or
- (c) take or permit the taking of any action whereby the rights attaching to any of the Security Assets are altered or further shares in Holdco, Contractorco or Overriding Headlease Holdco are issued.

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

In this Form 395:

**"Contractorco"**

means Canary Wharf Contractors (WF9) Limited.

**"CWCL"**

means Canary Wharf Contractors Limited (Registered number 2352250).

**"CWCL Charge"**

means a legal charge executed or to be executed by CWCL in favour of the Bank.

**"CWG"**

means Canary Wharf Group plc (Registered Number 3114622).

**"CWHL"**

means Canary Wharf Holdings Limited (Registered Number 2798284).

**"CWIL"**

means the Company.

**"CWL"**

means Canary Wharf Limited (Registered number 1971312).

**"CWL Charge"**

means a legal charge executed or to be executed by CWL in favour of the Bank with respect to the Development, substantially in the form of schedule 9 of the Rental Undertaking Facility Agreement.

**"Debenture"**

means a debenture executed or to be executed by, among others, each of the SPVs in favour of the Bank.

**"Development"**

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

**"Development Works"**

means the Base Building Works as defined in the Principal Agreement for Lease.

**"Facility Administrator"**

means CWL.

**"Fee Letter"**

means the letter dated 12th June, 2001 between the Bank and CWL 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) the Rental Undertaking Composite Debenture Intercreditor Deed;
- (f) the Fee Letter; or
- (g) any other document designated as such by the Bank and CWL or the Facility Administrator.

**"Holdco"**

means Canary Wharf Holdings (WF9) Limited.

**"Intercreditor Deed"**

means an intercreditor deed entered or to be 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 Canary Wharf Investments (WF9) Limited.

**"Obligor"**

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

**"Overriding Headlease Holdco"**

means Canary Wharf Investment Holdings (WF9) Limited.

**"Parent Guarantor"**

means CWHL, CWIL or CWG.

**"Principal Agreement for Lease"**

means the Agreement for Lease dated 29th February, 2000 between Canary Wharf Limited, Canary Wharf Group plc, Morgan Stanley UK Group and Morgan Stanley Dean Witter & Co.

**"Property"**

means the parcel of land known as 15 Westferry Circus (Parcel WF9) Canary Wharf, London E14, as more particularly described in schedule 1 to the CWL Charge and schedule 2 to the Debenture and, where the context so requires, means the buildings on the Property.

**"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.

**"Rental Undertaking Composite Debenture"**

means a composite debenture entered or to be entered into by, amongst others, the Bank, Morgan Stanley UK Group, Credit Suisse First Boston International, the SPVs and various other Subsidiaries of the Group.

**"Rental Undertaking Composite Debenture Intercreditor Deed"**

means an intercreditor deed entered or to be entered into by the parties to the Rental Undertaking Composite Debenture and Bankers Trustee Company Limited as security trustee in form acceptable to the bank.

**"Rental Undertaking Facility Agreement"**

means the rental undertaking facility agreement dated 12th June, 2001 between (among others), the parties to the Deed.

**"Security Asset"**

means the Shares and all other assets of the Chargor the subject of any security created by the Deed.

**"Security Document"**

means:

- (a) the Debenture;
- (b) the CWL Charge;
- (c) the CWCL Charge;
- (d) the Deed; or
- (e) the Rental Undertaking Composite Debenture; or
- (f) any other document designated as such by the Bank and CWL.

**"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"**

means all of the shares in the share capital of Holdco, Contractorco and Overriding Headlease Holdco.

**"SPV"**

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

**"Subco"**

means Canary Wharf Holdings (WF9) Limited.

**"Subordination Deed"**

means the subordination deed entered into or to be entered into between (amongst others) one or more Parent Guarantors as subordinated creditors, CWL and Contractorco as debtors and the Bank, substantially in the form of Schedule 12 of the Rental Undertaking Facility Agreement.

**"Trustee 1"**

means Canary Wharf (WF9) T1 Limited.

**"Trustee 2"**

means Canary Wharf (WF9) 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. 02127410

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARES CHARGE DATED THE 12th JUNE 2001 AND CREATED BY CANARY WHARF INVESTMENTS LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM EACH OBLIGOR (AS DEFINED) TO MORGAN STANLEY UK GROUP UNDER EACH FINANCE DOCUMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th JUNE 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JULY 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —