

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

Name of company

* Canary Wharf Investments 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)

A Shsres Charge dated 21st February, 2002 between, amongst others, the Chargor and the Bank (as defined below) (the "Deed").

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 (the "Secured Liabilities").

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

Lehman Brothers Holdings Inc, UK Branch (the "Bank")
One Broadgate
London

Postcode EC2M 7HA

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

Allen & Overy
One New Change
London EC4M 9QQ

MAMB/P520/BK:940906.1

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0299
11/03/02

CI/FP025

Please do not
write in
this margin

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

* Insert full name
of Company

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

John & Overy

Date

07/03/02.

On behalf of ~~XXXXXX XXXXXX~~ (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 THE PROPERTY MORTGAGED OR CHARGED

By way of a fixed charge:

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

NB

1. 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 or Contractorco are issued.
2. A reference to a person includes its successors and assigns. A reference to a Finance Document is a reference to that Finance Document as amended, novated or supplemented.

In this Form 395:

"Contractorco"

means Canary Wharf Contractors (HQ2) Limited.

"CWCL"

means Canary Wharf Contractors Limited.

"CWCL Charge"

means a legal charge dated 21st February, 2002 executed 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.

"CWG"

means Canary Wharf Group plc.

"CWHL"

means Canary Wharf Holdings Limited.

"CWIL"

means the Chargor.

"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 HQPL.

"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 Facility Undertaking 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.

"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

Company: Canary Wharf Investments Limited
Company No: 2127410
Continuation Sheet 3

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 dated 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 HQPL or a Parent Guarantor.

"Holdco"

means Heron Quays Holdings (HQ2) Limited.

"HQPL"

means Heron Quays Properties Limited (registered in England & Wales No. 2276627).

"HQPL Charge"

means the charge dated 21st February, 2002 between HQPL and the Bank.

"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.

"Obligor"

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

"Parent Guarantor"

means CWHL, CWIL, CWEL.

"Propco"

means HQCB Properties (HQ2) Limited.

"Property"

means the parcel of land known as HQ2 as more particularly described in schedule 1 to the HQPL 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 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 dated 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 £1,628,978,224 rental undertaking facility agreement dated 20th February, 2002 between (among others), the parties to the Deed.

"Security Assets"

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 HQPL Charge;
- (c) the CWCL Charge;
- (d) the Deed;

- (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.

"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 and Contractorco.

"SPV"

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

"Subco"

means Heron Quays (HQ2) Limited.

"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.

"Trustee 1"

means Heron Quays (HQ2) T1 Limited.

"Trustee 2"

means Heron Quays (HQ2) 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 BETWEEN AMONGST OTHERS THE CHARGOR AND THE BANK DATED THE 21st FEBRUARY 2002 AND CREATED BY CANARY WHARF INVESTMENTS LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM EACH OBLIGOR (AS DEFINED) TO LEHMAN BROTHERS HOLDINGS INC (THE BANK) 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 —

K.C
MB