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CHFP025

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legibly, preferably  
in black type, or  
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\*insert full name  
of Company

## COMPANIES FORM No. 395

### 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 Company number

[500]

212710

Name of company

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

Date of creation of the charge

12 June 2001

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

Security over Shares Agreement dated 12 June 2001 and made between the  
Chargor and Bankers Trustee Company Limited (the "Trustee") (the  
"Charge")

Amount secured by the mortgage or charge

Please see Schedule 1

London-3/727430/01

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

Bankers Trustee Company Limited  
Winchester House  
1 Great Winchester Street  
London

Postcode EC2N 2DB

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

Clifford Chance Limited Liabilit  
200 Aldersgate Street  
London  
EC1A 4JJ

Time critical reference

For official Use  
Mortgage Section



Please see Schedule 2

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Particulars as to commission allowance or discount (note 3)

None

Signed Cyford Cune LLP

Date 28/06/01

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 CF4 3UZ

## SCHEDULE 1

### 1. AMOUNT SECURED BY THE CHARGE

All obligations owing to the Beneficiary by the Chargor under or pursuant to the Section 179 Deed, whether present or future, actual or contingent (the "**Secured Obligations**")

### 2. DEFINITIONS

In this form and the attached schedules, the following terms shall be defined as follows:

"**Beneficiary**" means Canary Wharf Investments (WF9) Limited (Company Number 4218750).

"**Charged Portfolio**" means the Shares and the Related Assets.

"**Permitted Security**" means the second ranking security interest over the Charged Portfolio in favour of Canary Wharf Finance II plc of even date.

"**Related Assets**" means all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

"**Section 179 Deed**" means the Section 179 Deed dated 12 June 2001 between the Chargor, the Trustee and others.

"**Shares**" means all of the shares in the share capital of Canary Wharf Investment Holdings (WF9) Limited (Company Number 4218899) held by, to the order or on behalf of the Chargor at any time.

## SCHEDULE 2

### 1. CHARGE

The Chargor has charged the Charged Portfolio, with full title guarantee and by way of first equitable charge, in favour of the Trustee on behalf of the Beneficiary, as security for the payment and discharge of all of the Secured Obligations.

### 2. NEGATIVE PLEDGE

Except with the Trustee's prior written consent, the Chargor shall not:

- (a) assign or dispose of all or any part of the Charged Portfolio; or
- (b) other than the Permitted Security, create, grant or permit to exist (a) any security interest over or (b) any restriction on the ability to transfer or realise, all or any part of the Charged Portfolio.

3. **POWER OF ATTORNEY**

The Chargor, by way of security, has irrevocably appointed the Trustee to be its attorney and, following a default, in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents (including any stock transfer forms and other instruments of transfer) and do all things that the Trustee may consider to be requisite for (a) carrying out any obligation imposed on the Chargor under the Charge or (b) exercising any of the rights conferred on the Trustee by the Charge or by law, (including, after the security constituted hereby has become enforceable, the exercise of any right of a legal or a beneficial owner of the Charged Portfolio). The Chargor shall ratify and confirm all things done and all documents executed by the Trustee in the exercise of that power of attorney.

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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. 02127410

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY OVER SHARES AGREEMENT DATED THE 12th JUNE 2001 AND CREATED BY CANARY WHARF INVESTMENTS LIMITED FOR SECURING ALL OBLIGATIONS OWING BY THE COMPANY TO CANARY WHARF INVESTMENTS (WF9) LIMITED (AS BENEFICIARY) UNDER OR PURSUANT TO THE SECTION 179 DEED WHETHER PRESENT FUTURE ACTUAL OR CONTINGENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th JUNE 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JULY 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —