

**M**

Please do not  
write in  
this margin

COMPANIES FORM No. 395  
Particulars of a charge

**395**

Pursuant to section 395 of the Companies Act 1985

*M204*

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

To the Registrar of Companies

For official use

Company number

□ □ □ □

2242921

Name of company

OLYMPIA & YORK (UK)

Limited

Date of creation of the charge

15TH NOVEMBER, 1988

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

LETTER OF CHARGE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank ~~on any account and in any manner whatsoever~~, under the Indemnity dated 15th November, 1988 in respect of the Guarantee given *By* the Bank to Tarmac Properties dated 15th November, 1988

Short particulars of all the property mortgaged or charged

ALL MONEYS NOW OR AT ANY TIME HEREAFTER STANDING TO THE CREDIT OF ANY ACCOUNT(S) OF THE COMPANY WITH THE BANK DESIGNATED BARCLAYS BANK PLC RE OLYMPIA & YORK (UK) LIMITED

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

BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON EC3P 3AH

Presenter's name, address and  
reference (if any):

COMPANY AND CREDIT  
INFORMATION SERVICES  
BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON EC3P 3AH

For official use  
Mortgage section

25 NOV 1988

Post room



Time critical reference

Page

Particulars as to commission, allowance or discount

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write in this  
margin



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

FOR BARCLAYS BANK PLC

Signed

*[Handwritten signature]*

Date

Designation of position in relation to the company: **24 NOV 1988**  
MANAGER COMPANY AND CREDIT INFORMATION SERVICES



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 15th November 1988 and created by OLYMPIA & YORK (UK) LIMITED for securing all moneys due or to become due from the Company to Barclays Bank PLC under the terms of an Indemnity dated 15th November 1988 and Guarantee of even date

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 25th November 1988

Given under my hand at the Companies Registration Office,  
Cardiff the 25 DEC 1988

No. 2242921

R. M. GROVES  
an authorised officer

Certificate and instrument received by

..... L.S. ....  
..... T.P. ....  
Date ..... 8 / 12 .....

C.69

# M

Please do not  
write in  
this margin

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

## COMPANIES FORM No. 395 Particulars of a charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2242921

Name of company

m125

OLYMPIA & YORK (UK)

Limited

Date of creation of the charge

1 MARCH 1990

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

LETTER OF CHARGE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever, pursuant to an indemnity dated 5 March 1990 in respect of a Guarantee given by the Bank to Tarmac Properties Limited dated 15 November 1988

Short particulars of all the property mortgaged or charged

All moneys now or at any time hereafter standing to the credit of any account(s) of the Company with the Bank designated Barclays Bank Plc Re Olympia & York (UK) Limited.

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

BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON EC3P 3AH

Presenter's name, address and  
reference (if any):

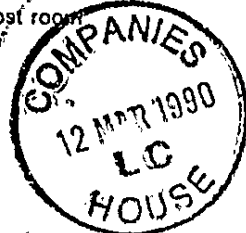
COMPANY AND CREDIT  
INFORMATION SERVICES  
BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON EC3P 3AH

For official use

Mortgage section

REGISTERED  
12 MAR 1990

Post room



Time critical reference

Particulars as to commission, allowance or discount

Please do not  
write in the  
margin



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

FOR BARCLAYS BANK PLC

Signed



Date

-7 MAR 1990

Designation of position in relation to the company: **MANAGER**  
COMPANY AND CREDIT INFORMATION SERVICES



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE


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

I hereby certify that a mortgage or charge dated the 1st MARCH 1990 and created by OLYMPIA & YORK (UK) LIMITED for securing all moneys due or to become due from the Company to BARCLAYS BANK PLC on any account whatsoever pursuant to an Indemnity dated 5th MARCH 1990 in respect of a Guarantee given by the Bank to TARMAC PROPERTIES LIMITED dated 15th NOVEMBER 1988

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 12th MARCH 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 20th MARCH 1990

No. 2242921

  
R. M. GROVES  
an authorised officer

Certificate and instrument received by

..... L/C .....

Date 20/3 .....

**M**

COMPANIES FORM No. 395

## Particulars of a charge

**395**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

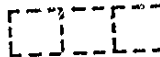
M204

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

To the Registrar of Companies

For official use

Company number



2242921

Name of company

OLYMPIA &amp; YORK (UK)

Limited

Date of creation of the charge

15TH NOVEMBER, 1988

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

LETTER OF CHARGE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any way howsoever, under the Indemnity dated 15th November, 1988 in respect of the Guarantee given by the Bank to Tarmac Properties dated 15th November, 1988

Short particulars of all the property mortgaged or charged

ALL MONEYS NOW OR AT ANY TIME HEREAFTER STANDING TO THE CREDIT OF ANY ACCOUNT(S) OF THE COMPANY WITH THE BANK DESIGNATED BARCLAYS BANK PLC RE OLYMPIA & YORK (UK) LIMITED

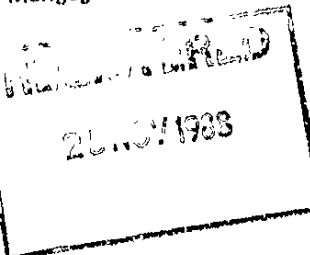
Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON EC3P 3AH

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

25/11  
25/11  
COMPANY AND CREDIT  
INFORMATION SERVICES  
BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON EC3P 3AH

Time critical reference

For official use  
Mortgage section

Post room



Particulars as to commission, allowance or discount

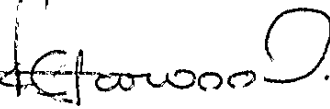
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write in this  
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Please complete  
legibly, preferably  
in black type or  
bold block lettering

FOR BARCLAYS BANK PLC

Signed



Date

24 NOV 1988

Designation of position in relation to the company: MANAGER  
COMPANY AND CREDIT INFORMATION SERVICES





## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE


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

I hereby certify that a mortgage or charge dated the 15th November 1988 and created by OLYMPIA & YORK (UK) LIMITED for securing all moneys due or to become due from the Company to Barclays Bank PLC under the terms of an Indemnity dated 15th November 1988 and Guarantee of even date

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 25th November 1988

Given under my hand at the Companies Registration Office,  
Cardiff the - 5 DEC 1988

No. 2242921

  
R. M. GROVES  
an authorised officer

Certificate and instrument received by

.....  
.....  
Date 8.12.....

C.69

# M

COMPANIES FORM No. 395

## Particulars of a charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

M 121

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

To the Registrar of Companies

For official use

Company number

--	--	--	--	--	--

2242921

Name of company

\* OLYMPIA &amp; YORK (UK) LIMITED

\* insert full name  
of company

Date of creation of the charge

3rd October, 1990

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

Deposit Agreement and Charge dated 3rd October, 1990 between Olympia & York (UK) Limited (the "Borrower"), Midland Bank PLC, Samuel Montagu & Co. (the "Depository") and Barclays Bank PLC (as Agent).

Amount secured by the charge

All sums due and to become due by the Borrower to Midland Bank PLC under a Loan Agreement dated 27th June, 1988 as supplemented and amended from time to time made between the Borrower, Olympia & York Developments Limited, Barclays Bank PLC, National Westminster Bank PLC, Midland Bank PLC (the "Banks") and Barclays Bank PLC as Agent whereby the Banks agreed to make available to the Borrower a secured Loan Facility in the maximum aggregate principal amount of £137,000,000 in the proportions and otherwise on the terms and subject to the conditions of such Agreement.

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

Midland Bank PLC,

110 Cannon Street,

London.

Postcode EC4W 6AA

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

17/10  
Slaughter and May,  
35 Basinghall Street,  
London,  
EC2V 5DB.

RMF/KJXS

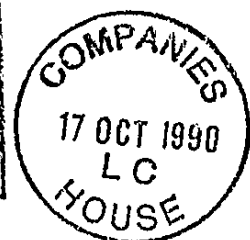
Time critical reference

For official Use  
Mortgage Section

Post room

REGISTERED

17 OCT 1990



Short particulars of all the property charged

The principal sums deposited from time to time by the Borrower with the Depository for the credit of account no. 1009825 designated Olympia & York (UK) Ltd fixed deposit account and all interest accrued and to accrue in respect thereof together with the benefit of the debt(s) arising therefrom.

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)

Signed

*Slaughter and May*

Date

*16<sup>th</sup> October, 1990*

On behalf of [company] [chargee]†

† 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 situated 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.

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 3rd OCTOBER 1990  
and created by OLYMPIA & YORK (UK) LIMITED

for securing all moneys due or to become due from the Company to MIDLAND  
BANK plc under the terms of THE LOAN AGREEMENT DATED 27th JUNE 1988

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 17th OCTOBER 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 23rd OCTOBER 1990

No. 2242921

A handwritten signature in dark ink, appearing to read 'J. P. Duggan'.

J. P. DUGGAN  
an authorised officer

C.69

LC 23/10 AMP

**M**

## COMPANIES FORM No. 395

**Particulars of a charge****395**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

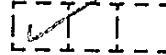
M 123

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

To the Registrar of Companies

For official use

Company number



2242921

Name of company

\* OLYMPIA &amp; YORK (UK) LIMITED

\* insert full name  
of company

Date of creation of the charge

3rd October, 1990

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

Deposit Agreement and Charge dated 3rd October, 1990 between Olympia &amp; York (UK) Limited (the "Borrower"), National Westminster Bank PLC, Coutts &amp; Co (the "Depository") and Barclays Bank PLC (as Agent).

Amount secured by the charge

All sums due and to become due by the Borrower to National Westminster Bank PLC under a Loan Agreement dated 27th June, 1988 as supplemented and amended from time to time made between the Borrower, Olympia & York Developments Limited, Barclays Bank PLC, National Westminster Bank PLC, Midland Bank PLC (the "Banks") and Barclays Bank PLC as Agent whereby the Banks agreed to make available to the Borrower a secured Loan Facility in the maximum aggregate principal amount of £137,000,000 in the proportions and otherwise on the terms and subject to the conditions of such Agreement.

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

National Westminster Bank PLC,

NatWest Tower,

25 Old Broad Street, London.

Postcode EC2N 1HQ

Presentor's name address and  
reference (if any):Slaughter and May,  
35 Basinghall Street,  
London,  
EC2V 5DB.

RMF/KJXS

Time critical reference

For official Use  
Mortgage Section

Post room

REGISTERED

17 OCT 1990

17/10  
J.A.

Short particulars of all the property charged

The principal sums deposited from time to time by the Borrower with the Depository for the credit of account no. 08384207 designated Olympia & York (UK) Ltd, NatWest Security Account and all interest accrued and to accrue in respect thereof together with the benefit of the debt(s) arising therefrom.

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)

Signed

*Shaw and May*

Date

*19th October, 1990*

On behalf of ~~(company)~~ [chargee]†

† 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.

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 3rd OCTOBER 1990  
and created by OLYMPIA & YORK (UK) LIMITED

for securing all moneys due or to become due from the Company to NATIONAL  
WESTMINSTER BANK PLC under the terms of THE LOAN AGREEMENT DATED 27th  
JUNE 1988


was registered pursuant to Chapter I Part XII of the Companies Act

1985, on the 17th OCTOBER 1990

Given under my hand at the Companies Registration Office,

Cardiff the 23rd OCTOBER 1990

No. 2242921

  
J. P. DUGGAN  
an authorised officer

C.69

**M**

COMPANIES FORM No. 395  
**Particulars of a charge**

**395**

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

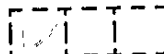
*M122*

To the Registrar of Companies

For official use

Company number

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



2242921

Name of company

\*OLYMPIA & YORK (UK) LIMITED

\* insert full name  
of company

Date of creation of the charge

3rd October, 1990

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

Deposit Agreement and Charge dated 3rd October, 1990 between Olympia & York (UK) Limited (the "Borrower"), Barclays Bank PLC, Barclays de Zoete Wedd Limited (the "Depository") and Barclays Bank PLC (as Agent).

Amount secured by the charge

All sums due and to become due by the Borrower to Barclays Bank PLC under a Loan Agreement dated 27th June, 1988 as supplemented and amended from time to time made between the Borrower, Olympia & York Developments Limited, Barclays Bank PLC, National Westminster Bank PLC, Midland Bank PLC (the "Banks") and Barclays Bank PLC as Agent whereby the Banks agreed to make available to the Borrower a secured Loan Facility in the maximum aggregate principal amount of £137,000,000 in the proportions and otherwise on the terms and subject to the conditions of such Agreement.

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

Barclays Bank PLC

54 Lombard Street,

London.

Postcode EC3P 3AH

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

Slaughter and May,  
35 Basinghall Street,  
London.  
EC2V 5DB.

RMF/KJXS

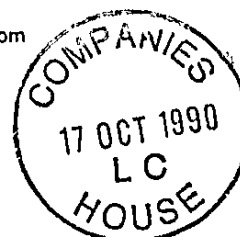
Time critical reference

For official Use  
Mortgage Section

Post room

**REGISTERED**

17 OCT 1990





Short particulars of all the property charged

The principal sums deposited from time to time by the Borrower with the Depository for the credit of account no. 898101 designated Olympia & York (UK) Limited re Barclays Bank PLC security A/C and all interest accrued and to accrue in respect thereof together with the benefit of the debt(s) arising therefrom.

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)

Signed

*Slaughter and May*

Date

*16<sup>th</sup> October, 1990*

On behalf of ~~[company]~~ [chargee]†

† 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 393) 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.

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

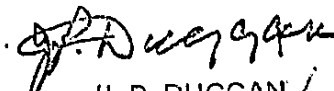
I hereby certify that a mortgage or charge dated the 3rd OCTOBER 1990  
and created by OLYMPIA & YORK (UK) LIMITED

for securing all moneys due or to become due from the Company to BARCLAYS  
BANK PLC under the terms of THE LOAN AGREEMENT DATED 27th JUNE 1988

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 17th OCTOBER 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 23rd OCTOBER 1990

No. 2242921

  
J. P. DUGGAN  
an authorised officer

C.69

1-C 23/10 AMP



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write in  
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# COMPANIES FORM No. 395

# 395

## Particulars of a mortgage or charge

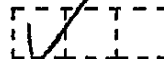
Pursuant to section 395 of the Companies Act 1985

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

\*Insert full name  
of company

To the Registrar of Companies

For official use Company number



2242921

M124

Name of company

\* Olympia & York (UK) Limited (the "Subordinated Creditor")

Date of creation of the charge

31st October, 1991

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

Subordination Deed No.2 dated 31st October, 1991 (the "Subordination Deed") between the Subordinated Creditor, O&Y Canary Wharf Holdings (the "Company") and the Security Agent (defined below) as Senior Creditor.

Amount secured by the mortgage or charge

The Senior Liabilities (defined below).

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

Lloyds Bank Plc of St. Georges House, 6-8 Eastcheap, London (the "Security Agent"), as agent and trustee for itself, the Paying Agent and for each Lender (both as defined in the Inter-Lender Agreement (defined below)).

Postcode

EC3M 1LL

Presenter's name, address and  
reference (if any):

Allen & Overy 114 NOV 1991  
9 Cheapside,  
London EC2V 6AD  
JHT/DNP/SAL  
A99391061

For official use  
Mortgage section

Post room

REGISTERED

13 NOV 1991



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not  
write in  
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The Subordination Deed provides that, until the Senior Liabilities have been paid or satisfied in full:

- (a) if any payment, distribution or security or the benefit or proceeds thereof are received by the Subordinated Creditor in respect of any Subordinated Liabilities (defined below) or any amount is paid to any person in connection with any Subordinated Liabilities, the Subordinated Creditor will forthwith deliver the same to the Security Agent in precisely the form as received (except for endorsement or assignment by the Subordinated Creditor where necessary) without the need for demand, and, until so delivered to the Security Agent, any money or other property received by the Subordinated Creditor in respect of any Subordinated Liabilities shall be held in trust by the Subordinated Creditor for the benefit of the Security Agent (as agent and trustee as aforesaid) for application towards the Senior Liabilities; and

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

(Contd.)

Particulars as to commission allowance or discount (note 3)

Nil

Signed Allen & Overly

Date 12th October, 1991

On behalf of [company] [mortgagee/chargee]\*

\*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 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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shephurdess Walk, London N1 7LB

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Companies M395

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

2242921

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

Name of company

Olympia & York (UK) Limited (the "Subordinated Creditor")

Limited\*

\*Delete if  
inappropriate

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

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

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

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

- (b) in the event of any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Company or the proceeds thereof, to creditors of the Company, by reason of the occurrence of an Event (defined below) then and in any such event the Subordinated Liabilities of the Company shall be postponed and subordinated to the Senior Liabilities and any payment or distribution of any kind or character, whether in cash, securities or other property which shall be payable or deliverable upon or with respect to the Subordinated Liabilities of the Company or any part thereof shall be held in trust by the Subordinated Creditors for the benefit of the Security Agent (as agent and trustee as aforesaid) and the Lenders (as defined in the Inter-Lender Agreement) and shall forthwith be paid or delivered direct to the Security Agent for application against or retention on account of the Senior Liabilities until the Senior Liabilities shall have first been paid or satisfied in full,

and after the payment in full of the Senior Liabilities any amount remaining to the credit of such suspense account shall be paid to the Subordinated Creditor.

Note:

The Subordination Deed prohibits both the Subordinated Creditor or the Company from securing or attempting to secure any part of the Subordinated Liabilities without the prior consent of the Security Agent except as disclosed therein or in relation to any encumbrance permitted under the Financing Documents.

Terms Defined:

"Event" means the happening of any of these events:

- (a) an order is made that the Company be wound up; or
- (b) an administrator, administrative receiver, receiver, liquidator or manager is appointed in respect of the Company or any of its assets; or
- (c) the Company enters into or resolves to enter into a scheme of arrangement or composition with or assignment for the benefit of all or any class of its creditors; or
- (d) the Company resolves to wind itself up or is otherwise dissolved; or
- (e) any Event of Default occurring under the Lenders Loan Agreements (both as defined in the Inter-Lender Agreement) which is continuing unwaived,

"Financing Documents" has the meaning ascribed thereto in the Inter-Lender Agreement;

"Inter-Lender Agreement" means the agreement dated 26th November, 1990 between the Company as the Borrower, the Lenders, the Paying Agent and the Security Agent;



**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No. 2  
to Forms Nos 395 and 410 (Scot)

Company number

2242921

Please complete  
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bold block lettering

Name of company

Olympia & York (UK) Limited (the "Subordinated Creditor")

Limited\*

\*Delete if  
inappropriate

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

120

Amount due or owing on the mortgage or charge (continued)

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in black type, or  
bold block lettering

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bold block lettering

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

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bold black lettering

"Liabilities" means all present and future sums, liabilities and obligations of whatsoever nature payable or owing by the Company (whether actually, contingently, solely, jointly, and/or severally or otherwise howsoever);

"Senior Liabilities" means all Liabilities of the Company to the Agents and the Lenders under the Financing Documents; and

"Subordinated Liabilities" means the Liabilities of the Company to the Subordinated Creditor.

Terms Defined Elsewhere:

Any capitalised term used in this Form 395 shall, unless otherwise expressly defined, have the meaning assigned to it in the definitions clause of the Guarantee and Debenture or, if not so defined, in any of the other Financing Documents.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Subordination Deed No. 2 dated 31<sup>ST</sup> OCTOBER 1991 and created by OLYMPIA & YORK (UK) LIMITED for securing all moneys due or to become due from O & Y CANARY WHARF HOLDINGS ("The Company) to LLOYDS BANK Plc ("The Security Agent") as Agent and Trustee for itself, the Paying Agent and for each Lender (as defined in the Inter-Lender Agreement) under the terms of the Financing Documents as defined in the deed was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 13<sup>TH</sup> NOVEMBER 1991.

Given under my hand at the Companies Registration Office,  
Cardiff the 18<sup>TH</sup> NOVEMBER 1991.

No.

2242921

*M. Ikram Dar*  
M. IKRAM DAR.

an authorised officer

C.69d(Rev)

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BM  
18/11

**M**

COMPANIES FORM No. 403a

**Declaration of satisfaction  
in full or in part  
of mortgage or charge****403a**Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type or,  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use

Company number

--	--	--	--

2242921	H
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Name of company

\* OLYMPIA & YORK (UK) LIMITED\* insert full name  
of companyI, ROLAND DOUGLAS HICKSof ONE CANADA SQUARE, CANARY WHARF, LONDON E14 5AB.† delete as  
appropriate‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.[~~a director~~][the secretary][~~the administrator~~][~~the administrative receiver~~]† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full][~~part~~]Date and Description of charge‡ 3<sup>RD</sup> OCTOBER 1990 - DEPOSIT AGREEMENT AND CHARGE.Date of Registrations 17<sup>TH</sup> OCTOBER 1990§ the date of  
registration may be  
confirmed from the  
certificateName and address of [chargee][~~trustee for the debenture holders~~] MIDLAND BANK PLC,  
110 CANNON STREET, LONDON.Short particulars of property charged§ THE PRINCIPLE SUMS DEPOSITED AND INTEREST ACCRUING  
THEREON FROM TIME TO TIME FOR THE CREDIT OF ACCOUNT NO. 1009825 WITH  
SAMUEL MONTAGUE & CO ("THE DEPOSITARY")§ insert brief  
details of  
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.Declared at ENSIGN HOUSE, SOUTH QUAY,  
LONDON, E14 9FN.

Declarant to sign below

the 7<sup>TH</sup> day of May  
one thousand nine hundred and ninety  
before me [Signature]R. D. HicksA Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresenter's name address and  
reference (if any):

71 MAY 1992  
R. D. HICKS,  
OLYMPIA & YORK CANARY  
WHARF LIMITED,  
ONE CANADA SQUARE,  
CANARY WHARF,  
LONDON E14 5AB.

For official Use

Mortgage Section

**REGISTERED****- 8 MAY 1992**

Post room

**M**

COMPANIES FORM No. 403a

**Declaration of satisfaction  
in full or in part  
of mortgage or charge****403a**Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

5244C

Please complete  
legibly, preferably  
in black type or,  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use

Company number

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2242921	H
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Name of company

\* OLYMPIA + YORK (UK) LIMITED

\* insert full name  
of companyI, ROLAND DOUGLAS HICKS  
of ONE CANADA SQUARE, CANARY WHARF, LONDON E14 5AB† delete as  
appropriate† insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.o the date of  
registration may be  
confirmed from the  
certificate§ insert brief  
details of  
property[a director][the secretary][the administrator][the administrative receiver]† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full] [part]Date and Description of charge 3rd OCTOBER 1990 - DEPOSIT AGREEMENT AND CHARGE.Date of Registrations 17th OCTOBER 1990Name and address of [chargee][trustee for the debenture holders] NATIONAL WESTMINSTER BANK PLC,  
NAT WEST TOWER, 25 OLD BROAD STREET, LONDON.Short particulars of property charged THE PRINCIPAL SUMS DEPOSITED AND INTEREST ACCRUING  
THEREON FROM TIME TO TIME FOR THE CREDIT OF ACCOUNT NO 08384207 WITH COUTTS & CO  
("THE DEPOSITOR")And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.Declared at EDGEMOUNT HOUSE, SOUTH QUAY,  
LONDON, E14 9FN.

Declarant to sign below

the 7th day of MAY  
one thousand nine hundred and ninety two  
before me [Signature]R. D. HicksA Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresenter's name address and  
reference (if any):R.D. HICKS,  
OLYMPIA + YORK CANARY  
WHARF LIMITED,  
ONE CANADA SQUARE,  
CANARY WHARF,  
LONDON, E14 5ABFor official Use  
Mortgage Section**REGISTERED****- 8 MAY 1992**

Post room

17 MAY 1992

**M**

COMPANIES FORM No. 403a

**Declaration of satisfaction  
in full or in part  
of mortgage or charge****403a**Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

5245C

Please complete  
legibly, preferably  
in black type or,  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use

Company number

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2242921	4
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Name of company

\* OLYMPIA + YORK (UK) LIMITED

\* insert full name  
of companyI, ROLAND DOUGLAS HICKSof ONE CANADA SQUARE, CANARY WHARF, LONDON E14 5AB† delete as  
appropriate

(a director) (the secretary) (the administrator) (the administrative receiver)† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full] [part]†

Date and Description of charge† 3<sup>rd</sup> OCTOBER 1990 - DEPOSIT AGREEMENT AND CHARGEDate of Registration 17<sup>th</sup> OCTOBER 1990Name and address of [chargee] (trustee for the debenture holders) BARCLAYS BANK PLC,  
54 LOMBARD STREET, LONDON.Short particulars of property charged THE PRINCIPAL SUMS DEPOSITED AND INTEREST ACCRUING  
THEREON FROM TIME TO TIME FOR THE CREDIT OF ACCOUNT NO: 898101 WITH  
BARCLAYS DE ZOEIE WEDD LIMITED ("THE DEPOSITORY")o the date of  
registration may be  
confirmed from the  
certificate5 insert brief  
details of  
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.Declared at ENSGN HOUSE, SOUTH QUAY,  
LONDON, E14 9EN.

Declarant to sign below

the 7<sup>th</sup> day of May  
one thousand nine hundred and ninety two  
before me [Signature]

R. D. Hicks

KEITH FENWICK DAVILL SOLICITOR  
A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

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

R. D. HICKS,  
OLYMPIA + YORK CANARY  
WHARF LIMITED,  
ONE CANADA SQUARE,  
CANARY WHARF,  
LONDON, E14 5AB.

For official Use

REGISTERED

- 8 MAY 1992

Post room

11 MAY 1992





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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please complete  
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in black type or  
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\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

VW17

2242921

M150

Name of company

\*  
OLYMPIA & YORK (U.K.) LIMITED (the "Company")

Date of creation of the charge

11th May, 1992

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

Guarantee and Debenture (the "Guarantee and Debenture") dated 11th May, 1992 granted by the Company to

(Contd)

Amount secured by the mortgage or charge

The payment and discharge of the Secured Obligations as defined below.

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

Lloyds Bank Plc, St. Georges House, 6/8 Eastcheap, London.

Postcode

EC3M 1LL

Presenter's name, address and  
reference (if any):

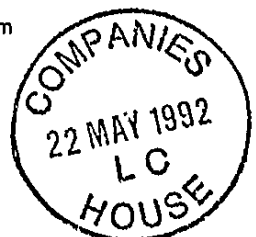
Allen & Overy  
9 Cheapside  
London EC2V 6AD  
Ref: JHT/DNP  
E12470069

For official use  
Mortgage section

REGISTERED

22 MAY 1992

Post room



Time critical reference

22 MAY 1992

Short particulars of all the property mortgaged or charged

The Company, as beneficial owner, has charged (to the intent that the security so constituted shall be a continuing security in favour of Agents and the Lenders) with the payment and discharge of the Secured Obligations subject only to Clause 5 of the Guarantee Debenture

(a) by way of first legal mortgage:

- (i) all the Real Property (if any) specified in Schedule 1 together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof, or any amounts advanced by any mortgagee under any encumbrance of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys payable in respect of such covenants;

(Contd.)

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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

Date

21st May, 1992

On behalf of ~~company~~ mortgagee/chargee\*

\*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.

Page 2

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# Particulars of a mortgage or charge (continued)

Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

2242921

Please complete  
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in black type, or  
bold block lettering

Name of company

\*Delete if  
inappropriate

~~OLYMPIA & YORK (U.K.) LIMITED (the "Company")~~

Limited\*

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

Lloyds Bank Plc (the "Security Agent") as agent and trustee for the Agents and the Lenders.

Amount due or owing on the mortgage or charge (continued)

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

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(Continued)

- (ii) (to the extent that the same are not the subject of a mortgage referred to under sub-paragraph (i) above, all present and future freehold or leasehold estates or interests in any freehold and/or leasehold property belonging to it together with all buildings and Fixtures thereon, all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants; and
- (iii) all Shares (if any) specified in Schedule 2 and all Group Shares held by it and/or any nominee on its behalf together with all Related Rights accruing to such Shares;

(b) by way of first fixed charge

- (i) (to the extent that the same are not the subject of a mortgage referred to under sub-paragraphs (a)(i) and (ii) above) all present and future estates or interests in any freehold or leasehold property belonging to it and all buildings and Fixtures thereon, all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants;
- (ii) all plant and machinery now or in the future owned by the Company and its interest in any plant or machinery in its possession;
- (iii) (subject to the rights of other persons entitled thereto) all benefits vested in respect of the Insurances (other than in respect of loss of rents) and all claims and returns of premiums in respect thereof;
- (iv) all moneys (including, without limitation, Rental Income and Net Proceeds and accrued interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts) with any bank, financial institution or other person and the debts represented thereby;
- (v) all of the Company's present and future book and other debts (including, without limitation, all Rental Income), the proceeds of the same and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing;
- (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b)) all of the Company's rights and benefits under any distributorship or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;

(Continued)

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No. 2  
to Forms Nos 395 and 410 (Scot)

Company number

2242921

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

Name of company

\*Delete if  
inappropriate

~~OLYMPIA & YORK (U.K.) LIMITED (the "Company")~~

Limited\*

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

Amount due or owing on the mortgage or charge (continued)

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in black type, or  
bold block lettering



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Please complete  
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in black type, or  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

(Continued)

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

- (vii) all of the Company's rights, title and interests in, to and under the Development Documents;
- (viii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Charged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (ix) (to the extent that the same are not the subject of a mortgage referred to under sub-paragraph (a)(iii) above) the Company's present and future interest in all Shares held now or in the future by it and/or any nominee on its behalf, together with all Related Rights accruing thereto now or in the future.
- (x) any beneficial interest, claim or entitlement of the Company in any pension fund;
- (xi) the Company's present and future goodwill;
- (xii) the Company's present and future uncalled capital; and
- (xiii) all the Company's present and future Intellectual Property Rights.

Note:

1. The Guarantee and Debenture contains a provision that the Company shall not grant or reserve rights in respect of, deal with, mortgage, charge, assign, part with, sell, transfer, lease or otherwise dispose of all or any part of the Charged Property otherwise than in accordance with the Financing Documents and/or in the case of the Charged Property which is not Fixed Charged Property in the ordinary course of business.
2. Clause 5 of the Guarantee and Debenture provides, in effect that any fixed encumbrance created thereunder shall not be valid or effective to the extent that it infringes or is otherwise the subject of a Prior Restriction as disclosed in Schedule 4 and gives rise to any of the consequences set out in paragraphs (i) to (v) of the definition of Prior Restrictions (defined below). Where there is a Prior Restriction in relation to a particular item of Charged Property, it will render all fixed security created in relation to that Charged Property entirely ineffective or effective only to the extent of ranking behind fixed security granted in favour of third parties or otherwise, and depending on the circumstances, could cause such security not to attach to such Charged Property even though it is expressed to so attach thereto. This can only be remedied by obtaining the appropriate consent or waiver in relation to the relevant Prior Restriction or for it to be discharged or released which the Company has undertaken to use its reasonable endeavours to procure (other than in relation to shares in Stanhope Properties Plc held by Olympia & York (UK) Limited).

(Continued)

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No. 3  
to Forms Nos 395 and 410 (Scot)

Company name

2242923

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

Name of company

\*Delete if  
inappropriate

OLYMPIA & YORK (U.K.) LIMITED (the "Company") Limited\*

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

Amount due or owing on the mortgage or charge (continued)

Please do not  
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**Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

1

(Continued)

Terms Defined:

"Additional Borrowers" means Olympia & York (U.K.) Limited, O&Y Properties Limited, Olympia & York Canary Wharf Limited, Olympia & York Contractors and Canary Wharf Management Limited all as additional borrowers under the Third Supplemental Agreement.

"Additional Guarantor" means the Borrower or any UK incorporated subsidiary of OYDL which has acceded as a Guarantor under the terms of the Lenders Loan Agreements.

"Account Bank" means such bank or financial institution with whom the Security Accounts are maintained appointed from time to time pursuant to Clause 7 of the Guarantee and Debenture.

"Agent" means Barclays Bank PLC as the Disbursement Agent, Credit Suisse as the Paying Agent or Lloyds Bank Plc as the Security Agent.

"Charged Property" means the undertaking of the Company or its property, assets, rights and income expressed, notwithstanding Clause 5 of the Guarantee and Debenture, to be charged to the Security Agent by or pursuant to the Guarantee and Debenture and all Collateral Security relating thereto and each and every part thereof.

"Collateral Account" means the Disbursement Account, the Disposal Proceeds Account and the Receivables Account.

"Collateral Security" means any present or future encumbrance (other than the Debentures), given by OYDL or any Obligor or another person to secure or otherwise ensure the payment of the Secured Obligations and/or the Obligations (as defined in the OYDL Guarantee).

"Debentures" means the guarantee and debentures both dated 26th November, 1990 granted by the Original Guarantors in favour of the Security Agent and includes any guarantee and debenture (including the Guarantee and Debenture) granted by the Borrower or any Additional Guarantor to the Security Agent for the time being.

"Development Documents" means all agreements entered into by the Company relating to the design, construction, operation and management of the Project, the Real Property or any other freehold or leasehold property for the time being comprised in the definition of "Charged Property" including the buildings erected or to be erected thereon and all infrastructure relating thereto, including, without limitation, all professional advisers appointments, construction contracts and warranties of whatever nature.

"Disbursement Account" means each account maintained from time to time by the Company for the purposes of Clause 8.04 of the Guarantee and Debenture at such branch of the Account Bank in the United Kingdom as the Security Agent may from time to time approve.

(Continued)

**Particulars of a mortgage or charge  
(continued)**

Please do not  
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Continuation sheet No. 4  
to Forms Nos 395 and 410 (Scot)

Company number

2242921

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

Name of company

\*Delete if  
inappropriate

~~OLYMPIA & YORK (U.K.) LIMITED (the "Company")~~

Limited\*

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

Amount due or owing on the mortgage or charge (continued)

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legibly, preferably  
in black type, or  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

[illegible]

(Continued)

"Disposal Proceeds Account" means each account maintained from time to time by the Company for the purposes of Clause 8.02 of the Guarantee and Debenture at such branch of the Account Bank in the United Kingdom as the Security Agent may from time to time approve.

"Existing Security Interests" means the encumbrances (if any) outstanding or in force on the date hereof conferred or granted by the Company including the documents (if any) listed in Schedule 3 and includes any further encumbrances granted by the Company by way of further assurance pursuant to the terms governing any such encumbrance.

"Facilities" means the loan facilities provided:

- (i) under the Lenders Loan Agreements;
- (ii) under the First Supplemental Agreement and the Second Supplemental Agreement (both terms as defined in the Third Supplemental Agreement); and
- (iii) under the New Facilities.

"Financing Documents" means the Lenders Loan Agreements, the OYDL Guarantee, the Inter-Lender Agreement, the Security Trust Deed, the Debentures, the Subordination Deed, the Deeds of Priorities and the Collateral Security and any other document specifically designated as such by the Security Agent with the agreement of the Borrower.

"Fixed Charged Property" means such of the Charged Property which is expressed, notwithstanding Clause 5 of the Guarantee and Debenture, to be the subject of a fixed or specific charge created or purported to be created pursuant to the Guarantee and Debenture and all Collateral Security relating thereto, and each and every part thereof.

"Group Shares" means shares held by the Company in any member of the OYDL Group.

"Inter-Lender Agreement" means the agreement dated 26th November, 1990 between O&Y Canary Wharf Holdings as the Borrower, the Lenders, Credit Suisse as the Paying Agent and the Security Agent;

"Lender" means:

- (i) a Lender or a New Lender (both as defined in the Inter-Lender Agreement); or
- (ii) an Increasing Lender (as defined in the Third Supplemental Agreement) or any other agreement which is supplemental to, or varies, consolidates or substitutes, the Lenders Loan Agreements pursuant to which Facilities are or are to be made available.

(Continued)

Please do not  
write in this  
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# Particulars of a mortgage or charge (continued)

Continuation sheet No. 5  
to Forms Nos 395 and 410 (Scot)

Company number

2242921

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

Name of company

\*Delete if  
inappropriate

~~OLYMPIA & YORK (U.K.) LIMITED~~ (the "Company") Limited\*

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

Amount due or owing on the mortgage or charge (continued)

Please do not  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Please do not  
write in this  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

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

(Continued)

"Lenders Loan Agreements" means the ten Facility Agreements, each dated 26th November, 1990, described in the Fourth Schedule to the Inter-Lender Agreement made between the Borrower, the Paying Agent, the Security Agent and each of the Lenders as amended, supplemented or varied from time to time.

"Net Proceeds" means Proceeds net of any costs (not being more than would be payable on bona fide arm's length terms), expenses and value added or other similar taxes properly payable to any person (other than Obligors) in respect of the realisation or receipt of such Proceeds to be applied in accordance with Clause 19.1 of the Lenders Loan Agreements, but excluding certain amounts of Proceeds as specified in the definition of Net Proceeds in Clause 1.1 of the Lenders Loan Agreements.

"New Facilities" means the loan facilities provided:

- (i) under the Third Supplemental Agreement; and
- (ii) at any time under any other agreement entered into on or after the date hereof which is supplemental to, or varies, consolidates or substitutes, the Lenders Loan Agreements pursuant to the terms of which any Lender howsoever described agrees to make advances or other credits available to any Obligor.

"Obligor" means:

- (i) any Additional Borrower; or
- (ii) any Obligor (as defined in any Lenders Loan Agreement).

"Original Guarantors" means Olympia & York Canary Wharf Limited (Reg. No 1971312) and O&Y Canary Wharf Investments Limited (Reg. No 2127410).

"OYDL" means Olympia & York Development Limited, an Ontario Corporation;

"OYDL Group Member" means OYDL or any subsidiary of OYDL for the time being.

"OYDL Guarantee" means the guarantee dated 26th November, 1990 and granted by OYDL in favour of the Security Agent as amended, supplemented or varied from time to time.

"Permitted Encumbrance" means any encumbrance over the Property permitted to be granted in favour of third parties under the terms of the Lenders Loan Agreements.

"Premises" means all buildings and erections for the time being comprised within the definition of "Charged Property".

(Continued)

Please do not  
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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No. 6  
to Forms Nos 395 and 410 (Scot)

Company number

2242921

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

Name of company

\*Delete if  
inappropriate

~~OLYMPIA & YORK (U.K.) LIMITED (the "Company")~~

Limited\*

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

Amount due or owing on the mortgage or charge (continued)

Please do not  
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legibly, preferably  
in black type, or  
bold block lettering



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Please complete  
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bold block lettering

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

(Continued)

"Prior Ranking Security Interests" means such of the Existing Security Interests or other encumbrances granted in accordance with the original terms of such Existing Security Interests by way of further assurance or perfection which by operation of law or by the terms of any Deed of Priorities or the terms hereof rank in point of priority ahead of all or any of the encumbrances expressed to be created by the Debenture.

"Prior Restriction"

means any binding contractual obligation or provision in existence on the date hereof affecting the Company or any other OYDL Group Member which, upon the Company conferring or creating any encumbrance over the Fixed Charged Property as expressed to be created by the Company under the Guarantee and Debenture would if Clause 5 of the Guarantee and Debenture was not effective:

- (i) entitle any person to demand payment of any amount from the Company or any other OYDL Group Member; or
- (ii) give rise to a right in favour of any person to terminate any obligation owed to or by the Company or any other OYDL Group Member; or
- (iii) give rise to any liability on any part of the Company or any other OYDL Group Member to any person on account of granting the Guarantee or creating any such encumbrance hereunder; or
- (iv) give rise to a breach of contract by the Company or any other OYDL Group Member; or
- (v) give rise to right of enforcement in respect of any encumbrance given by the Company or any other OYDL Group Member.

"Proceeds" means the full consideration in cash received or receivable by the Company on or after the date hereof in respect of or from:

- (i) any transfer, sale, assignment, lease (but excluding any sums reserved by way of annual rents and any service charges payable throughout the period of the lease not by way of premises) or other disposition (other than by way of Permitted Encumbrance) of any interest of the Company in the Property except for the proceeds of any transfer, sale, assignment, lease or other disposition of any such interest to another Obligor (which has granted a Debenture to the Security Agent);
- (ii) any loan, advance, finance lease (within the meaning of SSAP 21), moneys borrowed or raised or credit provided, facility or other financial accommodation made to or received by any person where, as security for which, the Company has created a Permitted Encumbrance (as defined in paragraphs (vi) or (vii) of the definition thereof in the Lenders Loan Agreements over any interest of the Company in the Property; and/or

(Continued)

**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
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Continuation sheet No. 7  
to Forms Nos 395 and 410 (Scot)

Company number

2242921

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

Name of company

\*Delete if  
inappropriate

~~OLYMPIA & YORK (U.K.) LIMITED (the "Company")~~ Limited\*

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

Amount due or owing on the mortgage or charge (continued)

Please do not  
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in black type, or  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

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

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(Continued)

(iii) any liability of an investor in a capital allowances based or similar tax-based financing scheme to account to the Company for any amount representing a tax benefit arising from or in connection with such scheme or any amount payable to the Company on account thereof.

"Property" means the land and all buildings thereon at Canary Wharf, London, E14 edged in red on the plan attached to the Inter-Lender Agreement.

"Real Property" means the freehold and/or leasehold property (if any) specified in Schedule 1.

"Receivables Account" means each account maintained from time to time by the Company for the purposes of Clause 8.03 of the Guarantee and Debenture at such branch of the Account Bank in the United Kingdom as the Security Agent may from time to time approve.

"Related Rights" means, in relation to the Shares, all dividends and interest paid or payable in relation thereto and all shares, securities, monies or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise.

"Rental Income" means the aggregate of all amounts received to or for the benefit or account of the Company in connection with the letting of the Premises and any other Real Property or any part thereof subject to certain limited exceptions specified in the definition thereof appearing in Clause 1.1 of the Guarantee and Debenture.

"Secured Obligations" means all obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Agents and the Lenders (or any of them) under the Financing Documents to which such Obligor is or will be a party in connection with the New Facilities.

"Security Accounts" means the Collateral Accounts and the Suspense Account.

"Security Trust Deed" means the Security Trust Deed dated on 26th November, 1990 and entered into by the Original Guarantors, the Lenders and the Security Agent.

"Shares" means any stocks, shares, debentures, bonds and other securities held by the Company, including, without limitation, the Group Shares.

"Subordination Deed" means the subordination deed dated on 26th November, 1990 and granted by the Borrower and Olympia & York Contractors Limited in favour of the Security Agent and includes any subordination deed granted by Borrower and any other member of the OYDL Group (including the Company) which becomes a creditor of the Borrower after the date thereof in favour of the Security Agent.

(Continued)

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No. 8  
to Forms Nos 395 and 410 (Scot)

Company number

2242921

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

Name of company

\*Delete if  
inappropriate

OLYMPIA & YORK (U.K.) LIMITED (the "Company")

Limited\*

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

Amount due or owing on the mortgage or charge (continued)

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in black type, or  
bold block lettering



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legibly, preferably  
in black type, or  
bold block lettering

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

(Continued)

"Third Supplemental Agreement" means the agreement dated 11th May, 1992 between O&Y Canary Wharf Holdings as the Borrower, the Additional Borrowers, the Obligors (as defined therein), the Increasing Lenders (as specified therein), the Static Lender (as specified therein), Credit Suisse as the Paying Agent, Barclays Bank PLC as the Disbursement Agent and Lloyds Bank Plc as the Security Agent pursuant to the terms of which the Increasing Lenders have agreed to make up to £21,000,000 in bridging loan facilities available to the Borrower and the Additional Borrowers upon and subject to the terms thereof.

Terms Defined Elsewhere:

Any capitalised term used in this Form 395 shall, unless otherwise expressly defined, have the meaning assigned to it in the definitions clause of the Guarantee and Debenture or, if not so defined, in any of the other Financing Documents (including the Third Supplemental Agreement).

SCHEDULE 1

Real Property

CHARGOR: Olympia & York (UK) Limited

PROPERTY:

1

Nil

SCHEDULE 2

Shares

- (a) 499 ordinary shares in Riverbus Limited (registered no: 2341233)
- (b) 415,000 £10 "A" preference shares in Riverbus Limited
- (c) 166,666 £10 "B" preference shares in Riverbus Limited
- (d) 1,532.410 "A" shares in Port East Developments Limited
- (e) 12,350,000 ordinary shares in Rosehaugh PLC
- (f) 2 ordinary shares in each of the following companies:-
  - (i) Olympia & York Neptune Limited (registered no: 2486703)
  - (ii) O&Y Properties Limited (registered no: 2534006)
  - (iii) Olympia & York Poplar Docks Limited (registered no: 2291204)
  - (iv) Olympia & York Heron Quays Limited (registered no: 2276627)

SCHEDULE 3

Existing Security Interests

<u>Particulars</u>	<u>Granted in favour of</u>	<u>Assets Encumbered</u>
(a) Letter of Charge dated 15.11.88	Barclays Bank PLC	Specified bank account
(b) Letter of Charge dated 1.3.90	Barclays Bank PLC	Specified bank account
(c) Pledge Agreement dated 21st May, 1991	The Bank of Nova Scotia	Ordinary listed shares owned by the Company in Stanhope Properties PLC

SCHEDULE 4

Prior Restrictions

<u>Particulars</u>	<u>Granted in favour of</u>	<u>Restriction</u>
(a) Shareholders Agreement dated 19th October, 1990 between O&Y Canary Wharf Holdings, P&O Developments Limited and Riverbus Limited and Assignment Agreement dated 6th November, 1990 whereby Olympia & York (UK) Limited acquired the shares in Riverbus Limited subject to the terms of the Shareholders Agreement.	P&O Developments Limited	No shares in Riverbus Limited may be mortgaged or charged without the prior written consent of P&O Developments Limited.
(b) Shareholders Agreement dated 1st December, 1988 as amended by Supplemental Shareholders Agreement dated 3rd July, 1990 between Trafalgar House Developments Holdings Limited and Olympia & York (UK) Limited.	Trafalgar House Developments Holdings Limited	No shares in Port East Developments Limited may be mortgaged or charged without the prior written consent of Trafalgar House Developments Holdings Limited.
(c) Shareholders Agreement dated 1st June, 1988 as amended by a Supplemental Agreement dated 9th August, 1991, between Stanhope Properties PLC, S.A. Lipton Esq and others and Olympia & York (UK) Limited.	S.A. Lipton Esq and others	No shares in Stanhope Properties PLC may be pledged or transferred as security without the consent of the Lipton Group (as defined in the Subscription Agreement) or unless the Security Agent agrees to be bound by the terms of the Subscription Agreement.
(d) Pledge Agreement dated 21st May, 1992 between the Company (1) and The Bank of Nova Scotia (2).	The Bank of Nova Scotia (the " <u>Bank</u> ")	The Company has undertaken not to mortgage, charge, pledge, hypothecate or otherwise encumber any shares held by it in Stanhope Properties PLC without the prior written consent of the Bank.




## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Guarantee and Debenture dated 11th MAY 1992 and created by OLYMPIA & YORK (U.K.) LIMITED for securing all monies due or to become due from each Obligor to the Agents (as defined) and the lenders (or any of them) under the Financing Documents to which such Obligor is or will be a party in connection with the New Facilities was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 22nd MAY 1992.

Given under my hand at the Companies Registration Office,  
Cardiff the 28th MAY 1992.

No. 2242921

  
R. M. GROVES  
an authorised officer

C.69d(Rev)

# M

COMPANIES FORM No. 403b

# 403b

## Declaration that part of the property or undertaking charged (a) has been released from the charge; (b) no longer forms part of the company's property or undertaking

Please do not write in this margin

Pursuant to section 403(1)(b) of the Companies Act 1985

# S15

To the Registrar of Companies

For official use

Company number

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

\* Insert full name of company

Name of company

\* OLYMPIA TOWER (UK) LIMITED

I, ALAN BLOOMof BECKET HOUSE, 1 LAMBETH PALACE ROAD, LONDON SE1 7EU

† Delete as appropriate

[a director] [the secretary] [the administrator] [the administrative receiver]† of the above company, do solemnly and sincerely declare that with respect to the charge described below the part of the property or undertaking described [has been released from the charge] [has ceased to form part of the company's property or undertaking]†

‡ Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

Date and description of charge† GUARANTEE AND DEBENTURE DATED 11th MAY 1992Date of registration‡ 22nd MAY 1992Name and address of [chargee] [trustee for the debenture holders]† LOYDS BANK PLC, ST. GEORGE'S HOUSE, 6-8 EASTCHEAP, LONDON EC3M 1LL

§ The date of registration may be confirmed from the certificate

Short particulars of property or undertaking released or no longer part of the company's property or undertaking ALL PRESENT AND FUTURE CLAIMS WHICH THE COMPANY MAY HAVE AGAINST THE COMPANIES SHOWN IN THE SCHEDULE ATTACHED

¶ Insert brief details of property or undertaking no longer subject to the charge

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Little Nurse  
160 Moorsgate St  
London E1

Declarant to sign below

the 19th day of NovemberOne thousand nine hundred and ninety-threebefore me Alan Bloom

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

Ashurst Morris Crisp  
Broadwalk House  
5 Appold Street  
London EC2A 2HA  
REF: NJA

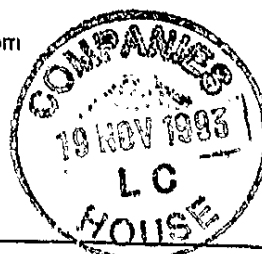
For official use

Mortgage section

REGISTERED

19 NOV 1993

Post room





Schedule 2

O&Y (CPI) Credit Corp.  
 O&Y Enterprises Inc.  
 Olympia & York ACC Limited (formerly 968694 Ontario Inc.)  
 Olympia & York AMCC Limited  
 Olympia & York Commercial Paper Corp. (formerly O&Y Enterprises Prefco Limited)  
 Olympia & York Commercial Paper II Inc.  
 Olympia & York Contractors Limited  
 O&Y Credit Corp.  
 Olympia & York Creditco Holdings Corporation  
 Olympia & York Creditco Limited  
 Olympia & York ET Limited  
 Olympia & York Eurocreditco Limited  
 Olympia & York European Holdings Limited (formerly Olympia & York CW Holdings Limited)  
 Olympia & York Exchange Tower Limited  
 Olympia & York FAP Limited (formerly 968673 Ontario Inc.)  
 Olympia & York (Fifth Avenue Place) Limited (formerly Olympia & York Credit Corp.)  
 Olympia & York First Canadian Place Limited (formerly 762369 Ontario Inc.)  
 Olympia & York (5140 Yonge Street) Leasing Limited  
 Olympia & York (Gulf Canada Square) Leasing Limited  
 Olympia & York Queen's Quay Terminal Limited  
 Olympia & York Realty Credit Corp.  
 Olympia & York Resources Credit Corp.  
 Olympia & York Securities Corp. (formerly 656623 Ontario Inc.)  
 Olympia & York (Shell Centre) Limited  
 Olympia & York SP Corporation (formerly Olympia & York Capital Corporation)  
 Olympia & York 240 Sparks Street Limited  
 Olympia & York (240-4th Avenue S.W.) Leasing Limited (formerly 904127 Ontario Inc.)  
 Olympia & York U.K. Holdings Limited  
 Bayal Investments Ltd.  
 Echo Point Investments Limited  
 GWU Holdings Limited  
 Kahlantine Holdings Limited  
 5140 Yonge Street Limited (formerly Olympia & York (5140 Yonge Street) Limited)  
 2793083 Canada Inc.  
 633319 Ontario Inc.  
 656624 Ontario Inc. (formerly Olympia & York Financial Limited)  
 658120 Ontario Inc.  
 6853474 Holdings Ltd.\*  
 696737 Ontario Inc. (formerly Olympia & York Realty Corp. - old co.)  
 720497 Ontario Inc. (formerly Olympia & York Enterprises Corporation)

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\* Incorporated under the laws of the province of British Columbia

735735 Ontario Inc. (formerly Olympia & York Investment Holdings Limited)  
736869 Ontario Inc. (formerly O&Y NC Private Placement Limited)  
750423 Ontario Inc.  
825684 Ontario Inc. (formerly Olympia & York Investments Inc.)  
825706 Ontario Inc. (formerly Olympia & York Enterprises Inc.)  
850593 Ontario Inc. (formerly 168883 Canada Inc.)  
851489 Ontario Inc.  
906692 Ontario Inc.  
922229 Ontario Inc.  
GWU Investments Limited  
SPE Operations Ltd.  
826244 Ontario Inc.

**M**

COMPANIES FORM No. 403b

**403b**

**Declaration that part of the property or undertaking charged (a) has been released from the charge; (b) no longer forms part of the company's property or undertaking**

Please do not write in this margin

Pursuant to section 403(1)(b) of the Companies Act 1985

**S10**

To the Registrar of Companies

For official use

Company number

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

\* Insert full name of company

Name of company

\* OLYMPIA & YORK (UK) LIMITED

I, AZAN BLOOM  
of BECKET HOUSE, 1 LANETH PALACE ROAD, LONDON SE1 7EU

† Delete as appropriate

~~— a director —~~ ~~— the secretary —~~ ~~— the administrator —~~ ~~— the administrative receiver —~~ of the above company, do solemnly and sincerely declare that with respect to the charge described below the part of the property or undertaking described <sup>AND</sup> [has been released from the charge] [has ceased to form part of the company's property or undertaking]†

‡ Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

Date and description of charge GUARANTEE DEBENTURE DATED 11.5.1992

Date of registration 22 MAY 1992

Name and address of [chargee] [trustee for the debenture holders]† LLOYDS BANK PLC  
ST. GEORGES HOUSE, 6-8 EASTCHEAP, LONDON EC3M 1LL

§ The date of registration may be confirmed from the certificate

Short particulars of property or undertaking released or no longer part of the company's property or undertaking ALL SHARES IN ANY SUBSIDIARY OF OLYMPIA & YORK DEVELOPMENTS LIMITED (A COMPANY INCORPORATED IN ONTARIO) INCLUDING HERON QUAYS PROPERTIES LIMITED (No. 227 2267)

¶ Insert brief details of property or undertaking no longer subject to the charge

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Mitre House

Declarant to sign below

160 Aldersgate St  
London EC1

the 19th day of November

One thousand nine hundred and ninety-three

before me Michael J. Smith

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

ASHURST MORRIS CRISP  
BROADWALK HOUSE  
5 ABBOTS ST.  
LONDON EC2A 2HA  
REF: NJA.

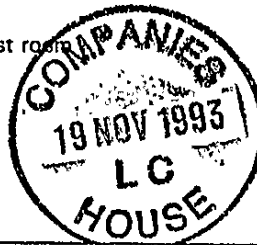
For official use

Mortgage section

**REGISTERED**

**19 NOV 1993**

Post room



# M

## COMPANIES FORM No. 403a

### Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Please do not write in this margin.

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

U7

2242921

Name of company

\*Insert full name of company.

\* OLYMPIA & YORK (UK) LIMITED

I, ALAN ROBERT BLOOM

of ERNST & YOUNG, BECKET HOUSE, 1 LAMBETH PALACE ROAD, LONDON SE1 7EH

†Delete as appropriate.

~~I, the director (the secretary) (the administrator) (the administrative receiver)†~~ of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in ~~full~~ part†

‡Insert a description of the instrument(s) creating or evidencing the charge, e.g.

Date and Description of charge‡ 11.5.92 GUARANTEE AND DEBENTURE

"Mortgage",  
"Charge",  
"Debenture", etc.

Date of Registrations 22.05.92

Name and address [chargee] [trustee for the debenture holders] LLOYDS BANK PLC  
6-8 EASTCHEFAP, LONDON EC3M 1LL

oThe date of registration may be confirmed from the certificate.

Short particulars of property charged§ FIXED AND FLOATING CHARGED OVER THE UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE INCLUDING GOODWILL AND BOOK DEBTS UNCALLED CAPITAL BUILDING FIXTURES FIXED PLANT AND MACHINERY

§Insert brief details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at LOCK HOUSE, 199 WESTMINSTER BRIDGE ROAD  
LONDON SE1 7EU

Declarant to sign below

the 22 day of MARCH 1994

One thousand nine hundred and 9  
before me Jennifer Bradburne

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

25 MAR 1994

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

Allen & Overy  
9 Cheapside  
London EC2V 6AD

Ref PET/GJS/PEC

For official use  
Mortgage section

REGISTERED

24 MAR 1994

Post room

