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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Please do not
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this margin

Pursuant to section 395 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

U318

2388957

Name of company

* Robert Fleming Overseas (Number 1) Limited (proposed to be renamed Canary Wharf Investments (Four) Limited) (the "Company")

*Insert full name
of company

Date of creation of the charge

30th March, 1995

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

Debenture dated 30th March, 1995 (the "Debenture") granted by the Company in favour of Canary Wharf Investments Limited (Registered No: 2127410) (the "Chargee") with Lloyds Bank Plc as agent and trustee for the Finance Parties (the "Security Agent").

Amount secured by the mortgage or charge

The payment of all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to the Chargee under each of the Financing Documents together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights under the Financing Documents, PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985 (the "Secured Obligations").

60
The above is formerly k/A Robert Fleming Overseas (Number 1)
under each of the Fin Docs (as defined)

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

Canary Wharf Investments Limited, Level 30, One Canada Square, Canary Wharf, London

Postcode

E14 5AB

Presentor's name, address and
reference (if any): Ref: BWH/CHA/CLV

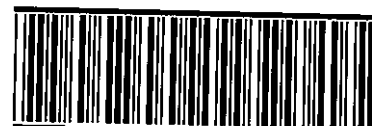
Allen & Overy
One New Change
London EC4M 9QQ
B3:32996.1

For official use
Mortgage section

REGISTERED

19 APR 1995

Post room

KLO *KGHV9A0J* 1951
COMPANIES HOUSE 19/04/95

Time critical reference

20 APR 1995

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

The Company, as beneficial owner as security for the payment of all Secured Obligations in favour of the Chargee, subject only to the Prior Ranking Security Interests (in each case as a separate and severable charge or assignment (as the case may be)):

- (a) has charged by way of first legal mortgage:
- (i) all the Real Property (if any) 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 paid or payable in respect of such covenants;

Please complete
legibly, preferably
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continued.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Alan & Day

Date 19 April 95

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.

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Particulars of a mortgage or charge (continued)

1

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

Company number

2388957

Please complete
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bold block lettering

Name of company

Robert Fleming Overseas (Number 1) Limited (proposed to be renamed
~~Canary Wharf Investments (Four) Limited~~ (the "Company")

Limited*

*Delete if
inappropriate

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

- (ii) (to the extent that the same are not the subject of a mortgage under sub-paragraph (i) above), all estates or interests in any freehold or leasehold property wheresoever situate now belonging to it together with all buildings and Fixtures thereon, the proceeds of sale 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 paid or payable in respect of such covenants; and
 - (iii) all Shares (if any) and all Group Shares held now or in the future by it and/or any nominee on its behalf together with all Related Rights accruing to such Shares;
- (b) has charged by way of fixed charge:
- (i) (to the extent that the same are not the subject of a mortgage 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) all benefits vested in it in respect of the Insurances and all claims and returns of premiums in respect thereof;
 - (iv) all moneys from time to time standing to the credit of each of its present and future account with any bank, financial institution or other person and the debts represented thereby;
 - (v) (to the extent the same are not assigned pursuant to paragraph (ii) above) all of the Company's present and future book and other debts (including, without limitation, all Rent), 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;
 - (vii) 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 Security Assets and the right to recover and receive all

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Particulars of a mortgage or charge (continued)

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

Company number

2388957

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Name of company

Robert Fleming Overseas (Number 1) Limited (proposed to be renamed
Canary Wharf Investments (Four) Limited) (the "Company")

Limited*

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inappropriate

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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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)

compensation which may at any time become payable to it in respect thereof;

- (viii) (to the extent that the same are not the subject of a mortgage 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;
- (ix) any beneficial interest, claim or entitlement of the Company in any pension fund;
- (x) the Company's present and future goodwill;
- (xi) the Company's present and future uncalled capital; and
- (xii) all the Company's present and future Intellectual Property Rights,

and for the avoidance of doubt nothing in the Debenture shall operate to confer or create any Security Interest in favour of the Chargee in or to the benefit of any directors and officers' insurance to which the Company is entitled or any proceeds thereof; and

- (c) has charged by way of first floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged or charged by way of fixed mortgage or charge as described under paragraphs (a) and (b) above.

Conversion of Floating Charge

- (1) The Chargee may by notice to the Company convert the floating charge described under paragraph (c) above into a first fixed charge as regards all or any of the Company's assets and undertaking specified in the notice if the Chargee considers such assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (2) The floating charge described under paragraph (c) above shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a first fixed charge upon the occurrence of an Acceleration Event.
- (3) Service by the Chargee of a notice pursuant to paragraph (1) above in relation to any class of the Company's assets shall not be construed as a waiver or abandonment of the Chargee's rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Chargee hereunder.

In the Debenture the Company has undertaken not to create or permit to subsist any Security Interest on any of its assets or undertaking without the prior consent of the Chargee save for encumbrances arising under or pursuant to the Debenture or Existing Security Interests and Prior Ranking Security Interests.

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Particulars of a mortgage or charge (continued)

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

Company number

2388957

Please complete
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Name of company

Robert Fleming Overseas (Number 1) Limited (proposed to be renamed
~~Canary Wharf Investments (Four) Limited~~ (the "Company") Limited*

*Delete if
inappropriate

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

1

For the purposes of this Form 395, the following terms have the following definitions:-

"Common Terms Memorandum"

means the Common Terms Memorandum dated 28th October, 1993, entered into by, inter alios, the Obligors, the Lenders and the Agents (as defined therein).

"Existing Security Interests"

means the Security Interests (if any) outstanding or in force on 30th March, 1995 conferred or granted by the Company including those created under or pursuant to the documents (if any) listed in Schedule 1 hereto and includes any further Security Interests granted by the Company by way of further assurance pursuant to the terms governing any such encumbrance.

"Financing Document"

means each of the Loan Agreement, the Debenture or the Priority Letter.

"Fixtures"

means, in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company.

"Group Shares"

means shares held by the Company in any Group Member.

"Intellectual Property Rights"

means all know-how, patents, trademarks, service marks, registered designs, registerable business names, topographical or similar rights, copyrights and other intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same).

"Loan Agreement"

means the Loan Agreement dated 30th March, 1995 between the Chargee as lender and the Company as borrower pursuant to which the Chargee has agreed to lend the Company the sum of £40,483,000.

"Premises"

means all buildings and erections for the time being comprised within the definition of "Security Assets".

"Prior Ranking Security Interests"

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 4
to Forms Nos 395 and 410 (Scot)

Company number

2388957

Please complete
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Name of company

Robert Fleming Overseas (Number 1) Limited (proposed to be renamed
~~Canary Wharf Investments (Four) Limited (the "Company")~~

Limited*

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

Page 3

means those Existing Security Interests set out in Schedule 2 hereto.

"Priority Letter"

means the priority letter dated 30th March, 1995 given by the Security Agent and counter-signed by the Chargee relating to the priority of the Security Interests created under the Debenture and under a Debenture dated the date hereof granted by the Company in favour of the Security Agent.

"Real Property"

means the freehold and/or leasehold property (if any) specified in Schedule 3 hereto.

"Related Rights"

means, in relation to the Shares, all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys 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.

"Rent"

means the aggregate of all amounts due and payable 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, including (without duplication or limiting the generality of the foregoing) each of the following amounts so far as the same are received as aforesaid:

- (a) rent, licence fees and any amounts paid pursuant to ancillary agreements by or in the nature of rent (or any amount equivalent thereto) whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any increase of rent payable by virtue of an offer falling within the proviso of section 3(1) of the Landlord and Tenant Act 1927;
- (c) any rent payable by virtue of a determination made by the Court under section 24(A) of the Landlord and Tenant Act 1954;
- (d) any other moneys payable in respect of occupation and/or usage of such building and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (e) any mesne profits awarded or agreed to be repayable as a result of any proceedings taken or claim made for the same;
- (f) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Company from any party) in furtherance of such proceedings so taken or claim so made;

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

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Continuation sheet No⁵ _____
to Forms Nos 395 and 410 (Scot)

Company number

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Name of company

Robert Fleming Overseas (Number 1) Limited (proposed to be renamed
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Limited*

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

**Please complete
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- (g) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon net of any costs, fees and expenses paid (and which have not been reimbursed to or recovered by, and which are not reimbursable to, or recoverable by, the Company from any party) in furtherance of any claims made under such policy;
- (h) any sum payable by or on behalf of a tenant for the surrender or variation of any lease or occupancy agreement; and
- (i) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same.

"Security Assets"

means the undertaking of the Company or its property, assets, rights and income expressed to be charged to the Chargee as described in paragraphs (a), (b) or (c) above or otherwise by or pursuant to the Debenture and each and every part thereof.

"Shares"

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

Terms not defined above have the same meanings as in the Common Terms Memorandum or in the Loan Agreement.

Particulars of a mortgage or charge (continued)

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

Company number

2388957

Please complete
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Name of company

Robert Fleming Overseas (Number 1) Limited (proposed to be renamed Canary Wharf Investments (Four) Limited) (the "Company")	Limited*
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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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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Page 3

SCHEDULE 1**Existing Security Interests**

Particulars	Granted in favour of	Assets Encumbered
Charge over Deposit dated 30th March, 1995	Copthall Overseas Limited	Account number 40268 with Robert Fleming & Co. Limited (Sort Code: 20-32-40)
Charge over Deposit dated 30th March, 1995	Copthall Overseas Limited	Account number 40268 with Robert Fleming & Co. Limited
Debenture dated 30th March, 1995	Lloyds Bank Plc as Security Agent for the Finance Parties (as defined therein)	All present and future assets and undertakings

Particulars of a mortgage or charge (continued)

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Continuation sheet No. 7
to Forms Nos 395 and 410 (Scot)

Company number

2388957

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Name of company

Robert Fleming Overseas (Number 1) Limited (proposed to be renamed
Canary Wharf Investments (Four) Limited) (the "Company")

Limited*

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

SCHEDULE 2

Prior Ranking Security Interest

Particulars	Granted in favour of	Assets Encumbered
Charge over Deposit dated 30th March, 1995	Copthall Overseas Limited	Account number 40268 with Robert Fleming & Co. Limited (Sort Code: 20-32-40)

Note: The above is the subject of a Priority Letter dated 30th March, 1995 between the Chargee and Copthall Overseas Limited.

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Particulars of a mortgage or charge (continued)

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

Company number

2388957

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Name of company

Robert Fleming Overseas (Number 1) Limited (proposed to be renamed
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Limited*

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

Page 3

SCHEDULE 3

Real Property

The leasehold property being Floors 18, 19, 20, 21, 22, 23 and 24 The Tower, One Canada Square, Canary Wharf Development, West India Docks, Isle of Dogs, London E14 as the same is more particularly described in a lease dated 30th March, 1995 made between the Chargee (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4).

B3:32996.1

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02388957

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th MARCH 1995 AND CREATED BY CANARY WHARF INVESTMENTS (FOUR) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY FORMERLY KNOWN AS ROBERT FLEMING OVERSEAS (NUMBER 1) LIMITED TO CANARY WHARF INVESTMENTS LIMITED UNDER EACH OF THE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th APRIL 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st APRIL 1995.


D. JENKINS

for the Registrar of Companies



C O M P A N I E S H O U S E

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