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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

\*insert full name  
of company

To the Registrar of Companies

CC

For official use

Company number

118

2455786

Name of company

\* Canary Wharf Investments (Three)

Date of creation of the charge

27th December, 1995

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

A Charge and Assignment (EZA Proceeds) (the "Charge and Assignment") between the Chargors (as defined below) (including the Company (as defined below)) and Lloyds Bank Plc (the "Settlement Agent") as agent and trustee for itself and each of the Relevant Lenders (as defined below).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Purchaser (as defined below) arising under paragraph (a) or paragraph (c)(i)(bb) of Clause 3.4 (Deferred Settlement Sum) of the Sale and Purchase Agreement (as defined below), together with all costs, charges and expenses incurred by the Settlement Agent and any Relevant Lender in connection with the protection, preservation or enforcement of its respective rights under the Sale and Purchase Agreement with regard thereto provided that no obligation or liability shall be included in this definition of "Secured Liabilities" to the extent that, if it were so included, the Charge and Assignment (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985 (the "Secured Liabilities").

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

Lloyds Bank plc  
St. George's House  
6-8 Eastcheap  
London EC3M 1LL

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ  
C3:66197

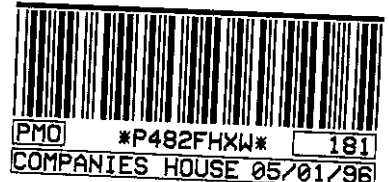
Ref: ASG/AJFC/EAEH

Time critical reference

For official use

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please do not  
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Please complete  
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lettering

1. The Company as beneficial owner and with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities, charges in favour of the Settlement Agent (as agent and trustee for itself and each of the Relevant Lenders) by way of second fixed charge, and assigns absolutely to the Settlement Agent:
  - (a) all of its right, title and interest in and to the Relevant Assets (as defined below); and
  - (b) to the extent the same represent or comprise the Relevant Assets, all monies (including interest) from time to time standing to the credit of its present and future accounts with any bank, financial institution or other person and the debts represented thereby.
2. The security constituted by the Charge and Assignment shall be continuing and will extend to the ultimate balance of all sums payable by the Purchaser in respect of the Secured Liabilities under the Sale and Purchase Agreement, regardless of any intermediate payment or discharge in whole or in part.

Particulars as to commission allowance or discount (note 3)

Nil

Signed Allen & Overy

Date 4-1-95

On behalf of ~~[company]~~ [mortgagee/chargee]<sup>†</sup>

† delete as  
appropriate

- 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 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.

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
legibly, preferably  
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bold block lettering

Company Number

2455786

Name of Company

Canary Wharf Investments (Three)

~~Limited~~\*

\* delete if  
inappropriate

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

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

Please do not  
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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**

The following terms used herein have the meanings set out below:

"Company" means Canary Wharf Investments (Three) Limited (registered number 2455786) whose registered office is at One Canada Square, Canary Wharf, London E14.

"Chargors" means each of the companies identified in Schedule 1 to the Charge and Assignment.

"EZA Retention" means £6,163,000 (Six million one hundred and sixty-three thousand pounds sterling) to be held by the Settlement Agent on the terms of the Sale and Purchase Agreement and shall include all interest which accrues thereon (net of bank charges) during the period such sum is held by the Settlement Agent.

"NF Deposit" means in the case of the Company, the deposit in the principal amount of £5,594,808.07, and all amounts in respect of interest accrued and accruing thereon and thereto, standing to the credit of account number: 31328379 with Midland Bank Plc, Whitefriargate, Hull (sort code: 40-25-20).

"Purchaser" means International Property Corporation (B.V.I) Ltd. ("IPC"), an international business corporation incorporated and registered under the laws of the British Virgin Islands, whose registered office is at Todman Building, Main Street, Road Town, Tortola, British Virgin Islands (and the definition of Purchaser shall include any new entity or entities formed to acquire the Shares and to which IPC has assigned all of its rights and obligations pursuant to the Sale and Purchase Agreement to the extent permitted by Clause 14.2 of the Sale and Purchase Agreement).

"Relevant Assets" means:

1. The NF Deposit.
2. Any and all rights of the Company to require all or part of the NF Deposit to be released from the NF Charge upon the occurrence of a Release Event under (and as defined in) the NF Charge.
3. Any and all rights of the Company to receive payments in respect of refunds or rebates from any Taxing Authority in respect of payments made out of the NF Deposit or the EZA Retention on account of or in discharge of tax liabilities, together with any and all amounts so paid.

"Relevant Lenders" means the Relevant LIFO Lenders and the Construction Loan Lenders (other than the European Investment Bank) as specified in Schedule 1 to the Sale and Purchase Agreement.

"Sale and Purchase Agreement" means an agreement between the Relevant Lenders, the Settlement Agent and others dated 2nd October, 1995 for the sale of the entire issued share capital of Canary Wharf Holdings Limited (registered number 2798284).

"Shares" means 105,001 ordinary Shares of £1.00 each in the capital of Canary Wharf Holdings Limited issued to and registered in the name of Sylvester Investments Limited (registered number 2830126).

Please complete  
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bold block lettering

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02455786

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE AND ASSIGNMENT DATED THE 27th DECEMBER 1995 AND CREATED BY CANARY WHARF INVESTMENTS (THREE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO LLOYDS BANK PLC UNDER THE TERMS OF THE SALE AND PURCHASE AGREEMENT DATED 2nd OCTOBER 1995 AND THIS DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JANUARY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 1996.

A handwritten signature in cursive script, reading "P. Davies".

PHIL DAVIES

for the Registrar of Companies

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9/17  
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C O M P A N I E S H O U S E

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