

M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

CHA213

Pursuant to section 395 of the Companies Act 1985

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this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of companyTo the Registrar of Companies
(Address overleaf—Note 5)

For official use

U9

Company number

2455786

Name of Company

Canary Wharf Investments (Three) (the "Company" and a "Relevant Obligor")

Date of creation of the charge

27 December 1995

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

Fixed and Floating Charge Debenture

Amount secured by the charge

The "Liabilities", which are defined in the Debenture as meaning all moneys, debts and liabilities which now are or have been or at any time hereafter may be or become due, owing or incurred by any Obligor to the Lender in any manner whatsoever under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise).

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

European Investment Bank

100 Boulevard Konrad Adenauer

Luxembourg

Postcode

L-2950

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

Linklaters & Paines

Barrington House

59-67 Gresham Street

London EC2V 7JA

Ref: JFM/SRYT

Tel: 0171 606 7080 Ext. 3292

Time critical reference

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Mortgage Section

Post Room



Short particulars of all the property charged

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(1) by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 2 of the Debenture (and listed in Note (4) in the attached continuation sheets)) now belonging to it

(2) by way of first fixed equitable charge, all Real Property now belonging to it (except that charged by paragraph (1) above) and all Real Property acquired by it after the date of the Debenture

(3) (subject to paragraphs (i), (ii) and (iii) of Note (1) below) by way of first fixed charge:-

(a) all Book Debts (except those assigned by paragraph (5) below) and Bank Accounts

(b) all its present and future Investments, Rights attaching or relating to Investments and all cash or other Investments hereafter belonging to the Company and deriving from Investments or such Rights

(see attached continuation sheet)

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Linklater + Paines

Date

9 January 1996

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.
5. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge
(continued)

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

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Company number

2455786

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Name of Company

Canary Wharf Investments (Three)	Limited*
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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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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- (c) all its present and future uncalled capital and goodwill
 - (d) all its present and future Intellectual Property and the benefit of all present and future licences and sub-licences of Intellectual Property granted either by or to it
 - (e) any beneficial interest of the Company in any pension fund
 - (f) all its present and future plant and machinery (except that charged by paragraphs (1) and (2) above)
 - (g) all of its present and future interest in the First Tower Limited Partnership and all distributions made by or on behalf of the First Tower Limited Partnership to the Company whether in cash or in specie both present and in the future and
 - (h) all its present and future right, title and interest in the Funding Agreement
- (4) by way of first floating charge, its undertaking and all its Assets, both present and future (including Assets expressed to be charged by paragraphs (1) to (3) above or assigned by paragraph (5) below)

(5) by way of assignment in equity as security for the payment and discharge of all Liabilities:-

- (a) all its present and future right, title and interest in and to the Development Documents Trust including all Rights under the Development Documents Trust Deed, all moneys which at any time may be or become payable to it pursuant thereto and the net proceeds of any claims, awards and judgments which may at any time be receivable or received by it pursuant thereto
- (b) all its present and future right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits thereof (including all claims of whatsoever nature relating thereto and returns of premium in respect thereof)
- (c) all its present and future right, title and interest in and to the EZA Indemnities and Warranties and
- (d) all its present and future Rights in relation to its Real Property (except those charged by paragraphs (1) and (2) above), including all Rights against all past, present and future undertenants of its Real Property and their respective guarantors and/or sureties.

Note (1): The Debenture provides that:-

(i) The floating Charges created by the Debenture shall rank behind all the fixed Charges created by or pursuant to the Debenture (including the assignments under paragraph (5) above) but shall rank in priority to any other Security created by a Relevant Obligor after the date of the Debenture except for:-

- (a) Security permitted by paragraph (iv) of this Note (1) to rank in priority and
- (b) Security created by a receiver and ranking in priority.

(ii) The Charge over the CWI3 EZA Account is subject to the Northern Foods EZA Charges.

(iii) The Charge over the Banks Charged EZA Rights is subject to the Banks EZA Charge.

(iv) No Relevant Obligor shall create or have outstanding any Security on, over or with respect to any of its present or future Assets except for:-

- (a) the Charges, and

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Particulars of a mortgage or charge
(continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company number

2455786

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Name of Company

Canary Wharf Investments (Three)
Limited*

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

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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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(b) any other Security permitted to be created by it under Clause 12.2 of the Loan Agreement.

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(v) No Relevant Obligor shall sell, factor, discount, transfer, assign, lease or hire out, lend or otherwise dispose of any of its present or future Assets nor agree to do any of the foregoing except that each Relevant Obligor may make any disposals permitted under Clause 12.3 of the Loan Agreement.

(vi) The Lender may by notice to any Relevant Obligor convert the floating Charge created by that Relevant Obligor under the Debenture into a fixed Charge as regards such Charged Assets as shall be specified (whether generally or specifically) in that notice (1) if it considers that it would be necessary to do so in order to protect or preserve the Charges over those Charged Assets or the priority of those Charges and/or (2) on or at any time when the Charges are enforceable. If, without the prior consent in writing of the Lender, any Relevant Obligor creates any Security in breach of paragraph (iv) above over any of the Charged Assets not expressed to be subject to a fixed Charge under the Debenture, or attempts to do so, or if any Person levies or attempts to levy any distress, attachment, execution or other legal process against any of those Charged Assets, the floating Charge created by the Debenture over the Charged Assets the subject of such Security or process shall automatically, without notice, be converted into a fixed Charge instantly such event occurs.

Note (2): In this Form and its Continuation sheets, except to the extent that the context requires otherwise:-

"Account Bank" means Barclays Bank PLC at 54 Lombard Street, London

"Assets" means, in relation to any Person, all or any part of its business, undertaking, property, assets, revenues, Rights and uncalled capital, wherever situated

"Bank Accounts" means any current, deposit or other accounts (including the Security Accounts) now or hereafter held by any Relevant Obligor (either alone or jointly with any other Relevant Obligor) with any Person (including the Account Bank and Lender) and all balances now or hereafter standing to the credit of any such current, deposit or other account

"Banks Charged EZA Rights" means the Security Assets as defined in the Banks EZA Charge

"Banks EZA Charge" means the Charge and Assignment between CWI2, the Company and CWI4 and Lloyds Bank Plc as Security Agent dated on or about the date of the Debenture

"Book Debts" means all book and other debts of any nature whatsoever (excluding Bank Accounts), now or hereafter due or owing to any of the Relevant Obligors, all other rights to receive money and the benefit of all negotiable instruments, Rights, Security, guarantees and indemnities of any nature whatsoever now or hereafter enjoyed or held by it in relation thereto

"Borrower" means CWE SPV HCo Limited a company incorporated in England with registered no. 3123311

"Charged Assets" means Assets from time to time subject, or expressed to be subject, to the Charges or any part of those Assets

"Charges" means all or any of the charges, assignments or other Security created (or expressed to be created), or which may at any time be created (or expressed to be created), by or pursuant to the Debenture

"CNA" means Continental Casualty Company

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

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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Company number

2455786

Name of Company

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Canary Wharf Investments (Three)

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

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"CNA Charge" means the debenture dated 27 December 1995 by CWH and the other companies defined therein as "Companies", Bankers Trustee Company Limited and Continental Casualty Company

"CNA Lenders" means the lenders under the documents relating to the loan in a maximum amount of £220,000,000 being made available to CWH by CNA and the CNA Lenders

"Copthall" means Copthall Overseas Limited, a company registered in England under number 2144156

"Copthall EZA Charge" means the charge over deposits dated 30 March 1995 by CWI4 given in favour of Copthall over the CWI4 EZA Account

"CWH" means Canary Wharf Holdings Limited a company registered in England under number 2798284

"CWI2" means Canary Wharf Investments (Two) Limited, a company registered in England under number 2863616

"CWI4" means Canary Wharf Investments (Four) Limited, a company registered in England under number 02388957

"CWIL" means Canary Wharf Investments Limited, a company registered in England under number 2127410

"CWL" means Canary Wharf Limited, a company registered in England under number 1971312

"CWML" means Canary Wharf Management Limited, a company registered in England under number 2067510

"CWI3 EZA Account" means the account of the Company with Midland Bank PLC, Whitefriargate Branch, Hull, no. 31328379

"CWI4 EZA Account" means the account of CWI4 with Robert Fleming & Co. Limited no. 40268

"Development Documents Trust" means the trust created by the Development Documents Trust Deed

"Development Documents Trust Deed" means the Declaration of Trust dated 22 December 1995 by Canary Wharf Limited and Canary Wharf Contractors Limited in favour of, amongst others, some of the Relevant Obligors over the benefit of certain development documents

"EIB Security Documents" means the Debenture, the debenture by CWH, CWL and CWIL in favour of the Lender dated 27 December 1995, the debenture by Seven Westferry Circus Limited in favour of the Lender dated 27 December 1995, the debenture by CWML in favour of the Lender dated 27 December 1995, the debenture by CWH, CWML and others in favour of the Lender dated 27 December 1995, the Account Agreement between the Borrower, the Account Bank and others dated 27 December 1995, and any other Security that may at any time be given to the Lender as security for all or any part of the obligations of the Obligors under the Finance Documents

"EZA Indemnities and Warranties" means the Sale and Purchase Agreement dated 5 May 1994 between CWI2, CWH, Beverley House Investments Limited, Farnsworth Investments Limited and Northern Foods Plc, the Purchaser's Deed of Indemnity dated 5 May 1994 in

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Particulars of a mortgage or charge
(continued)

Continuation sheet No 4
to Form No 395 and 410 (Scot)

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Company number

2455786

Name of Company

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inappropriate

Canary Wharf Investments (Three)

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

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favour of CWI2 from Northern Foods Plc, Beverley House Investments Limited and Farnsworth Investments Limited and any other rights of action against Northern Foods Plc, Beverley House Investments Limited and Farnsworth Investments in respect of any EZA Transaction relating to the Company

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"EZA Transaction" means a disposal of any of the EIB Assets (as defined in the Loan Agreement), the purpose of which is to give the investor the right to claim allowances under Section 1 of the Capital Allowances Act 1990

"Finance Documents" means:

(i) the Loan Agreement

(ii) the Guarantee by CWH and others in favour of the Lender dated 27 December 1995

(iii) the agreement between the Lender, CWH, CWI Holdings Plc and the Borrower dated 27 December 1995 relating to the issue of certain warrants (the "Warrant Agreement") and each Public Warrant and the Private Warrant (in each case as defined in the Warrant Agreement)

(iv) the CWL Deed of Covenant between CWL and the Lender dated 27 December 1995 and the CWE SPV(g)/CWE SPV(h) Deed of Covenant between CWE SPVg Limited, CWE SPVh Limited and the Lender dated 27 December 1995

(v) the Intercreditor Agreement dated 27 December 1995 between the Lender, CNA, each member of the Group and others

(vi) the deed of priorities dated 27 December 1995 between CWL, CWIL, London Underground Limited, London Regional Transport, the Lender and others

(vii) the EIB Security Documents

(ix) the Deed of Subordination entered into by members of the Group and the Lender dated 27 December 1995

(x) the deed of priorities dated 27 December 1995 between Northern Foods Plc, Lloyds Bank Plc as agent and the Lender

(xi) the deed of priorities dated 27 December 1995 between Bankers Trustee Company Limited, CNA, W&G Lease Finance Limited, The Royal Bank of Scotland plc, the Lender, CWL, CWIL and CWH

(xii) the Funding Agreement

"First Tower Limited Partnership" means the limited partnership registered under number LP4087 in England under the Limited Partnership Act 1907

"Fixtures" means, in relation to any Person, the fixtures, fittings (including trade fixtures and fittings), and fixed plant, machinery and apparatus belonging to it

"Funding Agreement" means the funding agreement dated 27 December 1995 between CWE SPVSUPER HCo Limited and the other Relevant Obligors described therein, the Lender and CWH, CWL and CWIL

"Group" means, at any particular time, CWH and all its subsidiaries and subsidiary undertakings (and **"member of the Group"** shall be construed accordingly)

"Guarantor" means each Person who is a guarantor under the terms of the Guarantee referred to in paragraph (ii) of the definition of "Finance Documents" above

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Particulars of a mortgage or charge
(continued)

Continuation sheet No 5
to Form No 395 and 410 (Scot)

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Company number

2455786

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Name of Company

Canary Wharf Investments (Three)	
	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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"Insurances" means all contracts and policies of insurance relating to Real Property of any kind now or hereafter taken out by or on behalf of any of the Relevant Obligors or (to the extent of its interest) in which any of the Relevant Obligors now or hereafter has an interest

"Intellectual Property" means patents and registered designs, copyrights, unregistered designs, semi-conductor topographies, rights in trademarks whether registered or not, goodwill and rights in confidential information (to the extent that it is possible to charge the same) and know-how and any associated or similar rights which may now or hereafter exist (including, where applicable, applications and rights to apply therefor)

"Investments" means (a) shares, stock and debentures (including debenture stock, loan stock, bonds, notes and certificates of deposit), (b) warrants, options or other Rights to subscribe for, purchase, call for delivery of or otherwise acquire shares, stock or debentures, (c) all Rights relating to shares, stock or debentures which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager or other similar Person or the holder of any Security or such holder's nominee, in each case whether or not on a fungible basis (including rights against any such Person) and (d) any other securities in, of or created by any Person

"Lender" means European Investment Bank, its successors and assigns

"Loan Agreement" means the Amended and Restated Facility Agreement dated 27 December 1995 made between the Borrower and the Lender

"Northern Foods EZA Charges" means the charges dated 5 May 1994 and 17 October 1994 by the Company given in favour of Northern Foods Plc over the CWI3 EZA Account

"Obligor" means the Borrower and the Guarantors and each other Person (other than the Lender, CNA, the CNA Lenders, London Underground Limited, London Regional Transport and Seven Westferry Circus Limited), which is a party to any of the Finance Documents

"Person" includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality)

"Real Property" means, in relation to any Relevant Obligor, all or any part of its freehold and leasehold property in England and Wales and other real property anywhere in the world and any estate or interest therein and any reference to Real Property includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings, and all Fixtures belonging to that Relevant Obligor from time to time therein or thereon

"Relevant Obligors" means the First Tower Limited Partnership and the companies described in Note (3) below

"Rights" means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever)

"Security" includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (including any "flawed asset" arrangement)

"Security Accounts" means the accounts numbered 00046736, 00969796, 60256803, 30344796, 80885797, and 10512834 of the Borrower with the Account Bank, the CWI3 EZA Account and the CWI4 EZA Account and any other account required or permitted under the Loan Agreement

and any reference to any agreement or document is a reference to the relevant agreement

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Particulars of a mortgage or charge
(continued)

Continuation sheet No 6
to Form No 395 and 410 (Scot)

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Company number

2455786

Name of Company

Canary Wharf Investments (Three)

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

or document as from time to time amended, supplemented, novated, restated or replaced and includes a reference to any document which amends, supplements, novates, restates, replaces or is entered into, made or given pursuant to or in accordance with any of the terms of, the relevant agreement or document.

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Note (3): The Relevant Obligors which are party to the Debenture are as follows:-

CWE SPVSUPER HCo Limited	(Registered No. 3123346)
CWE SPV HCo Limited	(Registered No. 3123311)
CWE SPVa Limited	(Registered No. 3123352)
CWE SPVb Limited	(Registered No. 3123333)
CWE SPVc Limited	(Registered No. 3123343)
CWE SPVd Limited	(Registered No. 3123296)
CWE SPVe Limited	(Registered No. 3123330)
CWE SPVf Limited	(Registered No. 3123299)
CWE SPVg Limited	(Registered No. 3123286)
CWE SPVh Limited	(Registered No. 3123281)
Canary Wharf Investments (Four) Limited	(Registered No. 02388957)
First Tower Limited Partnership	
First Tower T1 Limited	(Registered No. 2550906)
First Tower T2 Limited	(Registered No. 2558070)
First Tower GP(1) Limited	(Registered No. 132920(SC))
First Tower GP(2) Limited	(Registered No. 132921(SC))
First Tower LP(1) Limited	(Registered No. 122077(SC))
First Tower LP(2) Limited	(Registered No. 125164(SC))
First Tower LP(3) Limited	(Registered No. 129388(SC))
First Tower LP(4) Limited	(Registered No. 118423(SC))
First Tower LP(5) Limited	(Registered No. 127062(SC))
First Tower LP(6) Limited	(Registered No. 127489(SC))
First Tower LP(7) Limited	(Registered No. 127807(SC))
First Tower LP(8) Limited	(Registered No. 118257(SC))
First Tower LP(9) Limited	(Registered No. 118428(SC))
First Tower LP(10) Limited	(Registered No. 118426(SC))
First Tower LP(11) Limited	(Registered No. 122181(SC))
First Tower LP(12) Limited	(Registered No. 129378(SC))
Canary Wharf Investments (Two) Limited	(Registered No. 2863616)
Canary Wharf Investments (Three)	(Registered No. 2455786)
CWC SPVa Limited	(Registered No. 3123292)

Note (4): The Real Property specified in Schedule 2 to the Debenture is as follows:

CWE SPVa Limited

1. All that freehold property known as One Canada Square, Canary Wharf, London E14 being the property comprised in a transfer dated 22 December 1995 and made between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) CWE SPVa Limited (3) and Canary Wharf Limited (4) and more particularly described in such transfer forming part of the property registered at HM Land Registry with Title Absolute under Title Number EGL 200721.

CWE SPVf Limited

2. All that freehold property known as 30 The South Colonnade, Canary Wharf, London E14 being the property comprised in a transfer dated 22 December 1995 and made between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) CWE SPVf Limited (3) and Canary Wharf Limited (4) and more particularly described in such transfer forming part of the property registered at HM Land Registry with Title Absolute under Title Number EGL 200721.

Particulars of a mortgage or charge (continued)

Continuation sheet No 7
to Form No 395 and 410 (Scot)

Company number

2455786

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Canary Wharf Investments (Three)

~~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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Canary Wharf Investments (Three)

3. All that leasehold property known as floors 9 and 10, 10 Cabot Square, Canary Wharf, London E14 being the property comprised in a lease dated 24 August 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) and shown for the purpose of identification only edged red and secondly coloured yellow on the plans marked 2 and 3 attached thereto as the same is in the course of registration at HM Land Registry under Title Number EGL 328032.

4. All that leasehold property known as floors 6 and 7, 7 Westferry Circus, Canary Wharf, London E14 being the property comprised in a lease dated 5 May 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease as the same is in the course of registration at HM Land Registry under Title Number EGL 323837.

5. All that leasehold property known as floors 7, 8 and 9, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 5 May 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease as the same is in the course of registration at HM Land Registry under Title Number EGL 323889.

6. All that leasehold property known as floors 11, 12, 14, 15 and 16, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 24 August 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investment (Two) Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease as the same is in the course of registration at HM Land Registry under Title Number EGL 328030.

7. All that leasehold property known as floor 28, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 5 May 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease as the same is in the course of registration at HM Land Registry under Title Number EGL 323838.

8. All that leasehold property known as parts of floors B-1 and M-1, One Canada Square, Canary Wharf, London E14 being part of the property demised by a lease dated 22 August 1991 and made between First Tower T1 Limited and First Tower T2 Limited (1) and Canary Wharf Limited (2) as the same was comprised in a transfer dated 24 August 1994 and made between Canary Wharf Limited (1) Canary Wharf Investments (Three) (2) and shown for the purpose of identification only edged red on the plan attached thereto as the same is in the course of registration at HM Land Registry under Title Number EGL 328029.

Canary Wharf Investments (Four) Limited

9. All that leasehold property known as floors 18 to 24 (inclusive), One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 30 March 1995 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease as the same is in the course of registration at HM Land Registry under Title Number EGL 336772.

Please do not
write in this
binding margin

Particulars of a mortgage or charge
(continued)

Continuation sheet No 8
to Form No 395 and 410 (Scot)

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

Company number

2455786

* delete if
inappropriate

Name of Company

Canary Wharf Investments (Three)

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
write in this
binding margin

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

Please do not
write in this
binding margin

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

CWE SPVb Limited

10. All that leasehold property known as floors 5 to 30 (inclusive) and parts of floors B-1 and M-1, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 22 December 1995 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) CWE SPVb Limited (3) and Canary Wharf Management Limited (4) and shown for the purpose of identification only edged red on the plan attached thereto.

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

CWE SPVd Limited

11. All that leasehold property known as floors 6 and 7, 7 Westferry Circus, Canary Wharf, London E14 being the property comprised in a lease dated 22 December 1995 and made between Seven Westferry Circus Limited (1) Canary Wharf Limited and Seven Westferry Circus (No. 2) Limited (2) CWE SPVd Limited (3) and Canary Wharf Management Limited (4) and shown for the purpose of identification only edged red on the plan attached thereto.

CWE SPVe Limited

12. All that leasehold property known as floors 9 and 10, 10 Cabot Square, Canary Wharf, London E14 being the property comprised in a lease dated 22 December 1995 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) CWE SPV(e) (3) and Canary Wharf Management Limited (4) and shown for the purpose of identification only edged red and secondly coloured yellow on the plans marked 2 and 3 attached thereto.

FLTP Companies

13. All that leasehold property known as floors 5, 6, 25, 26, 27, 29 and 30, One Canada Square, Canary Wharf, London E14 being part of the property demised by a lease dated 17 July 1987 as varied and made between Legibus 925 Limited (1) and The Canary Wharf Development Company Limited (2) as the same was comprised in a transfer dated 22 August 1991 and made between Olympia & York Canary Wharf Limited (1) and First Tower T1 Limited and First Tower T2 Limited (2) and more particularly described in the transfer and registered at HM Land Registry with Title Absolute under Title Number EGL 293373 SAVE AND EXCEPTING those parts of the property contained in a Deed of Surrender dated 22 December 1995 and made between First Tower T1 Limited and First Tower T2 Limited (1) and Canary Wharf Investments Limited (2).

14. All that leasehold property known as floor 10, One Canada Square, Canary Wharf, London E14 being part of the property demised by a lease dated 17 July 1987 as varied and made between Legibus 925 Limited (1) and The Canary Wharf Development Company Limited (2) as the same was comprised in a transfer dated 8 December 1991 and made between Olympia & York Canary Wharf Limited (1) and First Tower T1 Limited and First Tower T2 Limited (2) and more particularly described in the lease and registered at HM Land Registry with Title Absolute under Title Number EGL 295305 SAVE AND EXCEPTING those parts of the property contained in a Deed of Surrender dated 22 December 1995 and made between First Tower T1 Limited and First Tower T2 Limited (1) and Canary Wharf Investments Limited (2).

CWE SPVc Limited

15. All that leasehold property known as floors 5, 6, 10, 25, 26, 27, 29 and 30, One Canada Square, Canary Wharf, London E14 being part of the property demised by a lease dated 22 December 1995 and made between First Tower T1 Limited and First Tower T2 Limited (1) Canary Wharf Limited (2) and Canary Wharf Management Company Limited (3) as the same was comprised in a transfer also dated 22 December 1995 and made between Canary Wharf Limited (1) and CWE SPVc Limited (2) and more particularly described in the lease.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 9
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
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)

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

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

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

16. All that leasehold property known as One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 22 December 1995 and made between Canary Wharf Investment Limited (1) Canary Wharf Limited (2) CWC SPVa Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease.

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

FILE COPY



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 FIXED AND FLOATING CHARGE DEBENTURE DATED THE 27th DECEMBER 1995 AND CREATED BY CANARY WHARF INVESTMENTS (THREE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR (AS DEFINED) TO EUROPEAN INVESTMENT BANK IN ANY MANNER WHATSOEVER UNDER OR IN CONNECTION WITH ANY FINANCE DOCUMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JANUARY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 1996.


D. JENKINS

for the Registrar of Companies

L-C
11-1-96
WL.



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

HC026B