



Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

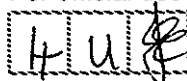
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* Insert full name
of company

To the Registrar of Companies
(Address overleaf-Note 5)

For official use



Company number

2830131

Name of Company

South Quay Properties Limited (the "Company" and a "Chargor")

Date of creation of the charge

27 December 1995

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

Second 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

For Official Use

Mortgage Section

Post Room



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COMPANIES HOUSE 09/01/96

Short particulars of all the property charged

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(1) by way of 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), but excluding the LUL Real Property) now belonging to it

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

(3) (subject to paragraphs (i) and (ii) 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 + Paine

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)

Please complete
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Company number

2830131

Name of Company

South Quay Properties

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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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 and
- (f) all its present and future plant and machinery (except that charged by paragraphs (1) and (2) above)

(4) by way of 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) and
- (c) all its present and future Rights in relation to its Real Property (except those charged by paragraphs (1) and (2) above and those relating to the LUL Real Property), 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 Chargor after the date of the Debenture except for Security permitted by paragraph (iii) of this Note (1) to rank in priority and except for Security created by a receiver and ranking in priority.

(ii) The floating Charges created by the Debenture also rank behind the floating Charges created by the CNA Charge and the fixed Charges created by or pursuant to the Debenture (including the assignments under paragraph (5) above) also rank behind all fixed Security created by or pursuant to the CNA Charge.

(iii) No Chargor 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

(b) any other Security permitted to be created by it under Clause 12 of the Loan Agreement as if it were a Relevant Obligor (as well as an Obligor).

(iv) No Chargor 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 Chargor may make any disposals permitted under Clause 12 of the Loan Agreement as if it were a Relevant Obligor (as well as an Obligor).

(v) The Lender may by notice to any Chargor convert the floating Charge created by that

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

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

Company number

2830131

Name of Company

South Quay Properties

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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Chargor 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 Chargor creates any Security in breach of paragraph (iii) 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.

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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 now or hereafter held by any Chargor (either alone or jointly with any other Chargor) with any Person and all balances now or hereafter standing to the credit of any such current, deposit or other account

"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 Chargors, 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

"Chargors" means the companies described in Note (3) below

"CNA" means Continental Casualty Company

"CNA Charge" means the debenture dated 27 December 1995 by the Chargors, 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

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

"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

Particulars of a mortgage or charge (continued)

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

Company number

2830131

South Quay Properties

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

"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 Chargors over the benefit of certain development documents

"EIB Security Documents" means the Debenture, the debenture by the Borrower and others in favour of the Lender dated 27 December 1995, 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 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

"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 dated 27 December 1995 between CWE SPVSUPER HCo Limited and others, the Lender and CWH, CWL and CWIL

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

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Particulars of a mortgage or charge
(continued)

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

Please complete
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Company number

2830131

Name of Company

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South Quay Properties

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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"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

"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 Chargors or (to the extent of its interest) in which any of the Chargors 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 depository, 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

"LUL Real Property" means all Real Property subject to security created by the first legal mortgage dated 28 October 1993 between CWL, London Underground Limited and others and the collateral first legal mortgage dated 28 October 1993 between CWIL, London Underground Limited and others so long as that Real Property is subject to that security

"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 Chargor, 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 Chargor from time to time therein or thereon

"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)

and any reference to any agreement or document is a reference to the relevant agreement or document as from time to time amended, supplemented, novated, restated or replaced

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Particulars of a mortgage or charge (continued)

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

Company number

2830131

Name of Company

South Quay Properties

Limited*

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

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

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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 Chargors which are party to the Debenture are as follows:-

Canary Wharf Holdings Limited	(Registered No. 2798284)
Canary Wharf Limited	(Registered No. 1971312)
Canary Wharf Management Limited	(Registered No. 2067510)
Cabot Place Limited	(Registered No. 2548110)
Seven Westferry Circus (No.2) Limited	(Registered No. 2732121)
Canary Canon Limited	(Registered No. 2067511)
Hazelway Limited	(Registered No. 2444670)
Canary Wharf Investments Limited	(Registered No. 2127410)
Seven Westferry Circus Limited	(Registered No. 2732071)
CW Investments (Phase 1) Limited	(Registered No. 2820116)
25 Cabot Square Limited	(Registered No. 2849551)
South Quay Properties Limited	(Registered No. 2830131)
Heron Quays Properties Limited	(Registered No. 2276627)
Canary Wharf Contractors Limited	(Registered No. 2352250)
CWC SPVa Limited	(Registered No. 3123292)
CWC SPVb Limited	(Registered No. 3123060)
CWC SPV HCo Limited	(Registered No. 3123064)

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

CWC SPVa Limited

1. All that leasehold property known as One Canada Square, Canary Wharf, London E14 as the building is shown (for the purpose of identification only) edged red on Plan A attached to the Debenture being the property (demised from the freehold property registered under title number EGL200721) comprised in a lease dated 22 December 1995 between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) and CWC SPVa Limited (3) Canary Wharf Management Limited (4).

CWC SPVb Limited

2. All that leasehold property known as Floors 31-50 (inclusive) and the retail concourse floor, One Canada Square, Canary Wharf, London E14, such property being part of the building shown (for the purpose of identification only) edged red on Plan A attached to the Debenture, being the property (demised from the freehold property registered under title number EGL200721) comprised in a lease dated 22 December 1995 between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) and CWC SPVb Limited (3) Canary Wharf Management Limited (4).

3. All that leasehold property known as Floor 6 Cabot Square, Canary Wharf, London E14 such property being part of the building shown (for the purpose of identification only) edged red on Plan B attached to the Debenture being the property (in the course of registration under title number EGL328031) comprised in a lease dated 24 August 1994 between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) as the same was comprised in a transfer dated 22 December 1995 and made between Canary Wharf Investments (Three) (1) and CWC SPVb Limited (2).

4. All that leasehold property known as Floor 50, One Canada Square, Canary Wharf, London E14, such property being part of the building shown (for the purpose of identification only) edged red on Plan A attached to the Debenture, being the property

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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

2830131

Name of Company

South Quay Properties
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)

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(in the course of registration under title number EGL323841) 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) Canary Wharf Management Limited (4) as the same was comprised in a transfer dated 22 December 1995 between Canary Wharf Investments (Three) (1) and CWC SPVb Limited (2).

5. All that leasehold property known as Unit FC2:P:10, 10 Cabot Square, Canary Wharf, London E14, such property being part of the building shown (for the purposes of identification only) edged red on Plan B attached to the Debenture, being the property (in the course of registration under title number EGL328033) 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), as the same was comprised in a transfer dated 22 December 1995 between Canary Wharf Investments (Three) (1) and CWC SPVb Limited (2).

6. All that leasehold property known as Unit FC6:P:20, 30 The South Colonnade, Canary Wharf, London E14, such property being the part of the building shown (for the purpose of identification only) edged red on Plan D attached to the Debenture, being the property (demised out of title number EGL202850) comprised in a lease dated 22 December 1995 between Canary Wharf Limited (1) and CWC SPVb Limited (2) and Canary Wharf Management Limited (3).

7. All that leasehold property known as Cabot Place, Canary Wharf, London E14, such property being part of the building shown (for the purpose of identification only) edged red on Plan E attached to the Debenture (save for the malls and common parts thereof) being the property (registered under title number EGL293373) comprised in a lease dated 17 July 1987 between Legibus 925 Limited (1) The Canary Wharf Development Limited (2) as the same was comprised in a transfer dated 22 December 1995 between First Tower T1 Limited and First Tower T2 Limited (1) and CWC SPVb Limited (2).

Canary Wharf Investments Limited

8. All that freehold property known as 1 Westferry Circus, Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan F attached to the Debenture being part of title number EGL200721.

9. All that leasehold property known as 1 Westferry Circus, Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan F attached to the Debenture registered under title number EGL303886 and being the property comprised in a lease dated 5 October 1992 between Abbey National Investments (1) and Canary Wharf Investments Limited (2).

10. All that freehold property known as 7 Westferry Circus, Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan G attached to the Debenture being part of title number EGL200721.

11. All that freehold property known as 11 Westferry Circus, Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan H attached to the Debenture being part of title number EGL200721.

12. All that freehold property known as 1 Cabot Square, Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan R attached to the Debenture being part of the freehold property registered under title number EGL200721.

13. All that freehold property known as 10 Cabot Square, Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan B attached to the Debenture being part of title number EGL200721.

Particulars of a mortgage or charge (continued)

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

Company number

2830131

Name of Company

South Quay Properties

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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14. All that freehold property known as 25, The North Colonnade, Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan I attached to the Debenture being part of title number EGL200721.

15. All that freehold property known as Cabot Place, Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan E attached to the Debenture being part of title number EGL200721.

16. All that freehold property adjacent to Canary Wharf, London E14, as is shown (for the purpose of identification only) edged red on Plan J attached to the Debenture registered under title number EGL316757.

17. All that freehold property at Canary Wharf, London E14, as is shown (for the purpose of identification only) edged red on Plan K attached to the Debenture registered under title number EGL298294.

18. All the residual freehold land at Canary Wharf, London E14, being the freehold property registered under freehold title number EGL200721 which is not otherwise charged hereunder but excluding the freehold areas shown edged red on Plan D and Plan A as is shown (for the purpose of identification only) attached to the Debenture.

Canary Wharf Limited

19. All that leasehold property known as Floors 31-49 (inclusive), One Canada Square, Canary Wharf, London E14, such property being part of the building shown (for the purpose of identification only) edged red on Plan A attached to the Debenture being part of the property registered under title number EGL202850 and being part of the property comprised in a lease dated 17 July 1987 as subsequently varied between Legibus 925 Limited (1) Canary Wharf Development Company Limited (2).

20. All that leasehold property known as 10 Cabot Square (other than floors 6, 9 and 10 and Units 2:P:10 and Units R:PK:32), Canary Wharf, London E14, such property being the building shown (for the purpose of identification only) edged red on Plan B attached to the Debenture being the property (registered under title number EGL313097), comprised in a lease dated 14 February 1992 and made between O&Y Canary Wharf Investments Limited (1) Olympia & York Canary Wharf Limited (2) 10 Cabot Square Limited (3).

21. All that leasehold property known as Unit 2:PK:32 and certain common parts at 10 Cabot Square, London E14, such property being part of the building shown (for the purpose of identification only) edged red on Plan B attached to the Debenture being property (registered under title number EGL313095), comprised in a lease dated 14 February 1992 and made between O&Y Canary Wharf Investments Limited (1) 10 Cabot Place Limited (2) Canary Wharf Management Limited (3).

22. All that leasehold property known as 25 The North Colonnade, Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan I attached to the Debenture, being part of the property registered under title number EGL202850, and being the property comprised in a lease dated 17 July 1987 as subsequently varied between Legibus 925 Limited (1) and Canary Wharf Development Company Limited (2).

23. All the remainder of the leasehold property at Canary Wharf, London E14 being the property registered under title number EGL202850 and comprised in a lease dated 17 July 1987 as subsequently varied between Legibus 925 Limited (1) The Canary Wharf Development Company Limited (2) which is not otherwise charged hereunder (but excluding floors 5, 6, 10, 17, 25, 26, 27, 29 and 30 One Canada Square (Building DS-7) which building is shown (for the purpose of identification only) edged red on Plan A attached to the Debenture).

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

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

Please complete
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in black type, or
bold block lettering

Company number

2830131

Name of Company

* delete if
inappropriate

South Quay Properties	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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in black type, or
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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24. All that leasehold property known as part of Churchill Place Car Park Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan L attached to the Debenture registered under title number EGL315796 comprised in a lease dated 20 October 1993 between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Stephen James Lister Adamson & Others (3).

25. All that leasehold land adjacent to Canary Wharf, London E14, shown (for the purpose of identification only) edged red on Plan M attached to the Debenture being the property registered under leasehold title number EGL316758 and being the property comprised in a lease dated 17 July 1987 between Legibus 925 Limited (1) and The Canary Wharf Development Company Limited (2) as subsequently varied.

26. All that leasehold property known as the malls, escalators, stairways and other common areas at concourse, ground floor, first floor, second floor, and floor M1 levels Cabot Place Canary Wharf, London E14, being part of the building shown (for the purpose of identification only) edged red on Plan E attached to the Debenture registered under title number EGL296205 and being the property comprised in a lease dated 11 August 1991 between OYCW Investments (RT-Malls) Limited (1) Olympia & York Canary Wharf Limited (2).

27. All that leasehold land at Canary Wharf, London E14, as the same is shown (for the purposes of identification only) edged red on Plan N attached to the Debenture being the property registered under title number EGL298293 and being the property comprised in a lease dated 17 July 1987 between Legibus 925 Limited (1) and The Canary Wharf Development Company Limited (2) as subsequently varied.

28. All that leasehold property at Cabot Place and Cabot Place Car Park Canary Wharf, London E14, such property being part of the building shown (for the purpose of identification only) edged red on Plan E comprised in a lease dated 22 December 1995 between First Tower T1 Limited and First Tower T2 Limited (1) Canary Wharf Investments Limited (2) Canary Wharf Limited (3) Canary Wharf Management Limited (4).

29. All that leasehold property comprising the retail concourse level at One Canada Square, Canary Wharf, London E14 which is part of the building shown (for the purpose of identification only) edged red on Plan A comprised in a lease dated 22 December 1995 from First Tower T1 Limited and First Tower T2 Limited to Canary Wharf Limited.

30. All that leasehold property comprising Unit 1 Plaza Level 1 Westferry Circus Canary Wharf London E14, being part of the building shown (for the purpose of identification only) edged red on Plan F comprised in a lease dated 5 October 1992 between Texaco Properties Limited (1) O&Y Canary Wharf Investments Limited (2).

31. All that leasehold property comprising Unit 2 Plaza Level 1 Westferry Circus Canary Wharf London E14, being part of the building shown (for the purpose of identification only) edged red on Plan F comprised in a lease dated 5 October 1992 between Texaco Properties Limited (1) O&Y Canary Wharf Investments Limited (2).

32. All that leasehold property adjacent to Canary Wharf, London E14, shown (for the purpose of identification only) edged red on Plan P attached to the Debenture (registered under title number EGL200810) and being the land comprised in a lease dated 17 July 1987 between Legibus 925 Limited (1) and The London Docklands Development Corporation (2).

33. All that leasehold property known as 11 Westferry Circus Canary Wharf, London E14, being the building shown (for the purpose of identification only) edged red on Plan H attached to the Debenture and being the property comprised in a lease dated 17 July

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Particulars of a mortgage or charge
(continued)

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

Please complete
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bold block lettering

Company number

2830131

Name of Company

South Quay Properties

Limited*

* delete if
inappropriate

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

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

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1987 between Legibus 925 Limited (1) The Canary Wharf Development Company Limited (as subsequently varied) and being part of the property registered under title number EGL202850.

Cabot Place Limited

34. All that leasehold property known as Unit FC2:P:10, 10 Cabot Square, Canary Wharf, London E14, being part of the building shown (for the purpose of identification only) edged red on Plan B attached to the Debenture registered under title number EGL315564 comprised in a lease dated 28 September 1993 and made between Olympia & York Canary Wharf Limited (1) Canary Wharf Management Limited (2) and Cabot Place Limited (3), Stephen James Lister Adamson & Others (4).

35. All that leasehold property known as Unit FC2:P:35, 40 and 70, 10 Cabot Square, Canary Wharf, London E14, being part of the building shown (for the purpose of identification only) edged red on Plan B attached to the Debenture and being the property (in the course of registration under title number EGL340911), comprised in a lease dated 19 July 1995 between Cabot Place Limited.

36. All that leasehold property known as 9 Cabot Square, Canary Wharf, London E14 being part of the building shown (for the purposes of identification only) edged red on Plan B annexed to the Debenture (registered under title number EGL32109) comprised in a lease dated 16 March 1994 between (1) Canary Wharf Limited (2) Canary Wharf Management Limited (3) Cabot Place Limited.

37. All that leasehold property known as Unit FC2:PK:32, 10 Cabot Square, Canary Wharf, London E14, being part of that building shown (for the purpose of identification only) edged red on Plan B attached to the Debenture being the property (registered under title number EGL293376), comprised in a lease dated 18 October 1991 and made between O&Y Canary Investments Limited (1) Canary Wharf Management Limited (2) and Cabot Place Limited (3).

38. All that leasehold property known as Unit FC6:P:20, 30 The South Colonnade, Canary Wharf, London E14, such property being part of the building shown (for the purposes of identification only) edged red on Plan D attached to the Debenture and the property (in the course of registration under title number EGL340908), comprised in a lease dated 2 October 1995 between Cabot Place Limited.

39. All the leasehold property known as the malls and common parts of Cabot Place, Canary Wharf, London E14, being part of the building which is shown (for the purpose of identification only) edged red on Plan E annexed to the Debenture being the property (registered under title number EGL295722) and comprised in a lease dated 17 July 1987 between Legibus 925 Limited (1) The Canary Wharf Company Limited (2) as subsequently varied.

40. All that leasehold property known as Cabot Place, Canary Wharf, London E14, as the building is shown (for the purpose of identification only) edged red on Plan E attached to the Debenture and the property (registered under title number EGL293822) comprised in a lease dated 18 October 1991 between Olympia & York Canary Wharf Limited (1) Canary Wharf Management Limited (2) and Cabot Place Limited (3), as varied by a Deed of Variation dated 24 August 1994 (taking effect as a surrender and regrant with the new lease in the course of registration under title number EGL326709).

Seven Westferry Circus Limited

41. All that leasehold property known as 7, Westferry Circus, Canary Wharf, London E14, being the building shown (for the purpose of identification only) edged red on Plan G attached to the Debenture and being the property (registered under title number EGL310845) comprised in a lease dated 8 April 1993 between O&Y Canary Wharf Investments Limited (1) and Makemarket Limited (2) Stephen Adamson & Others (3).

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Particulars of a mortgage or charge
(continued)

Continuation sheet No 10
to Form No 395 and 410 (Scot)

Please complete
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in black type, or
bold block lettering

Company number

2830131

Name of Company

South Quay Properties
Limited*

* delete if
inappropriate

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

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

Please complete
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in black type, or
bold block lettering

Seven Westferry Circus (No.2) Limited

42. All that leasehold property known as 7, Westferry Circus, Canary Wharf, London E14, being part of the building shown (for the purpose of identification only) edged red on Plan G attached to the Debenture save for Floors 6 and 7 thereof, and being the property (registered under title number EGL310843) comprised in a transfer dated 8 April 1993 between Olympia & York Canary Wharf Limited (1) and Methodtask Limited (2) O&Y Canary Wharf Investments Limited (3) Stephen Adamson & Others (4).

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in black type, or
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Cabot Square Limited

43. All that freehold property known as 25 Cabot Square, Canary Wharf, London E14, registered under title number EGL317234, as the building is shown (for the purpose of identification only), edged blue on Plan Q attached to the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02830131

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND FIXED AND FLOATING CHARGE DEBENTURE DATED THE 27th DECEMBER 1995 AND CREATED BY SOUTH QUAY PROPERTIES LIMITED FOR SECURING ALL MONEYS, DEBTS AND LIABILITIES DUE OR TO BECOME DUE FROM ANY 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.


J. M. EVANS

for the Registrar of Companies



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

HC026B