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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

3111

3025274

Name of company

* Barclays Capital Leasing (No. 165) Limited

Date of creation of the charge

1 February 2006

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

Fifth Supplemental Floating Charge dated 1 February 2006 and made between each of the parties listed in Schedule 1 (the "Fifth Supplemental Floating Charge"), supplemental to a Floating Charge dated 6 June 2000, a First Supplemental Floating Charge dated 12 June 2001, a Second Supplemental Floating Charge dated 21 February 2002, a Third Supplemental Floating Charge dated 22 October 2002 and a Fourth Supplemental Floating Charge dated 25 May 2005.

Amount secured by the mortgage or charge

The relevant Obligations.

Please see Schedule 3 for definitions.

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

Deutsche Trustee Company Limited ("Trustee") (formerly known as Bankers Trustee Company Limited), a company incorporated in England and Wales and with its registered office at Winchester House, 1 Great Winchester Street, London

Postcode EC2N 2DB

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

For official Use (06/2005)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

LYWLTGRW

406
08/02/2006

Time critical reference

70-40015607/PAWL/MJBR

Short particulars of all the property mortgaged or charged

Please see Schedule 2.

Please see Schedule 3 for definitions.

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in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Clifford Chance LLP

Date

8/2/06

On behalf of [company] ~~XXXXXXXXXXXX~~ †

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)

† 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

PARTIES TO THE FIFTH SUPPLEMENTAL FLOATING CHARGE

- (1) **THE COMPANIES** details of which are set out in Part A of this Schedule 1 (each an "Original Chargor" and together the "Original Chargors");
- (2) **THE COMPANIES** details of which are set out in Part B of this Schedule 1 (each a "Second New Chargor" and together the "Second New Chargors");
- (3) **THE COMPANIES** details of which are set out in Part C of this Schedule 1 (each a "Third New Chargor" and together the "Third New Chargors");
- (4) **THE COMPANIES** details of which are set out in Part D of this Schedule 1 (each a "Fourth New Chargor" and together the "Fourth New Chargors");
- (5) **THE COMPANIES** details of which are set out in Part E of this Schedule 1 (each a "Fifth New Chargor" and together the "Fifth New Chargors");
- (6) **DEUTSCHE TRUSTEE COMPANY LIMITED**, formerly known as Bankers Trustee Company Limited, a company incorporated in England and Wales whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB as security trustee for each of the Beneficiaries (the "Security Trustee", which expression shall include any successor trustee).

Part A
Original Chargors

Original Chargor	Registered Number
CWCB Leasing (DS6) Limited	3941692
CWCB Investments (DS6) Limited	3941686
CWCB Properties (DS6) Limited	3941678
Canary Wharf (DS6) T1 Limited	3321144
Canary Wharf (DS6) T2 Limited	3320957
CWCB Finance II Limited	3605340

Part B
Second New Chargors

Second New Chargor	Registered Number
HQCB Properties (HQ1) Limited	4290533
HQCB Properties (HQ2) Limited	4290530
HQCB Properties (HQ4) Limited	4290525
HQCB Properties (HQ5) Limited	4290522
HQCB Investments Limited	4353153

Part C
Third New Chargors

Third New Chargor	Registered Number
HQCB Properties (HQ3) Limited	4525220
HQCB Properties (HQ4(2)) Limited	4525215
HQCB Properties (HQ5(2)) Limited	4525202

Part D
Fourth New Chargors

Fourth New Chargor	Registered Number
CWE SPVc Limited	3123343
CWC SPVa Limited	3123292
CWC SPVc Limited	3253119
CW Properties DS7F Limited	3441707
CW Leasing DS7F Limited	3441740
CW Properties DS7B Limited	3441686
CW Leasing DS7B Limited	3441728
CWCB Properties (DS7) Limited	5437705

Part E
Fifth New Chargors

Fifth New Chargor	Registered Number
Barclays Capital Leasing (No. 165) Limited (to be renamed CWCB Finance Leasing (DS7B) Limited)	3025274
Barclays Capital Leasing (No. 166) Limited (to be renamed Canary Wharf Finance Leasing (BP1/DS6) Limited)	2251540

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. FLOATING CHARGE

1.1 Floating charge

Under **Clause 2.1** of the Fifth Supplemental Floating Charge, Barclays Capital Leasing (No. 165) Limited with the intent that the security so constituted will be a continuing security in favour of the Security Trustee (as trustee for the Beneficiaries) charges in favour of the Security Trustee (as trustee for the Beneficiaries) by way of a first floating charge as security for the payment and discharge of the relevant Obligations, the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future.

1.2 Qualifying Floating Charge

Under **Clause 2.2** of the Fifth Supplemental Floating Charge the floating charge created by **Clause 2.1** of the Fifth Supplemental Floating Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 of the Insolvency Act 1986.

1.3 Title Guarantee

Under **Clause 2.3** of the Fifth Supplemental Floating Charge, Barclays Capital Leasing (No. 165) Limited grants the charges referred to in **Clause 2.1** of the Fifth Supplemental Floating Charge with full title guarantee.

SCHEDULE 3

DEFINITIONS

Beneficiaries means in relation to the Floating Charge Trust Deed and the Floating Charge Agreement the persons whose names are set out in Schedule 1 to the Fifth Supplemental Floating Charge Trust Deed, namely the Issuer, together with any person who becomes a Beneficiary pursuant to an accession deed or other document which amends, supplements or replaces the Floating Charge Trust Deed and **Beneficiary** has a corresponding meaning;

Chargor means the Original Chargors, the Second New Chargors, the Third New Chargors, the Fourth New Chargors and the Fifth New Chargors;

CWFH II means CW Finance Holdings II Limited having its registered office at One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 407784);

CWFH Share Charge means the charge dated 6th June, 2000 between CWFH II and the Trustee in favour of Bannerclose Limited and as amended and supplemented by the Supplemental CWFH Share Charge;

CWGP means Canary Wharf Group plc, having its registered office at One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with number 4191122);

CWIL means Canary Wharf Investments Limited, having its registered office at One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with number 2127410);

Fifth Further Closing Date means 1 February 2006;

Fifth New Chargor or **Fifth New Chargors** shall have the meaning ascribed thereto in the Fifth Supplemental Floating Charge Trust Deed, namely Barclays Capital Leasing (No. 165) Limited and Barclays Capital Leasing (No. 166) Limited;

Fifth Supplemental Floating Charge Agreement means the floating charge dated the Fifth Further Closing Date made between, *inter alios*, the Fifth New Charging Subsidiaries and the Trustee amending and supplementing the Original Floating Charge Agreement, the First Supplemental Floating Charge Agreement, the Second Supplemental Charge Agreement, the Third Supplemental Floating Charge Agreement and the Fourth Supplemental Floating Charge Agreement;

Fifth Supplemental Floating Charge Trust Deed means the floating charge trust deed dated the Fifth Further Closing Date made between the Trustee, the Initial Beneficiary, the Further Beneficiaries, the Second Further Beneficiaries, the Third Further Beneficiaries, the Fourth Further Beneficiaries and the Chargors amending and supplementing the Original Floating Charge Trust Deed, the First Supplemental Floating Charge Trust Deed, the Second Supplemental Floating Charge Trust Deed, the Third Supplemental Floating Charge Trust Deed and the Fourth Supplemental Floating Charge Trust Deed.

Finance Transaction means each transaction or other arrangement pursuant to which a Chargor, whether alone or with others, grants any form of security to secure all or any part of the financial indebtedness of any member of the CW Group owed to a Beneficiary or the Security Trustee;

First Supplemental Floating Charge Agreement means the floating charge dated the Further Closing Date between the New Charging Subsidiaries and the Trustee amending and supplementing the Original Floating Charge Agreement;

First Supplemental Floating Charge Trust Deed means the floating charge trust deed dated the Further Closing Date between the Security Trustee, the Initial Beneficiary, the Original Chargors and the New Chargors, amending and supplementing the Original Floating Charge Trust Deed;

Floating Charge Agreement or **Floating Charge** means the Original Floating Charge Agreement as amended and supplemented by the First Supplemental Floating Charge Agreement, the Second Supplemental Floating Charge Agreement, the Third Supplemental Floating Charge Agreement, the Fourth Supplemental Floating Charge Agreement and the Fifth Supplemental Floating Charge Agreement and as may be further amended and supplemented by any further supplemental floating charge agreement;

Floating Charge Trust Deed means the Original Floating Charge Trust Deed as amended and supplemented by the First Supplemental Floating Charge Trust Deed, the Second Supplemental Floating Charge Trust Deed, the Third Supplemental Floating Charge Trust Deed, the Fourth Supplemental Floating Charge Trust Deed and the Fifth Supplemental Floating Charge Trust Deed, as may be further amended and supplemented by any further supplemental floating charge trust deed;

Fourth Further Beneficiary or **Fourth Further Beneficiaries** shall have the meaning ascribed thereto in the Fourth Supplemental Floating Charge Trust Deed;

Fourth Further Closing Date means 25 May 2005;

Fourth New Charging Subsidiaries means each of those companies listed in Part 5 of Schedule 1 to the Intercompany Loan Agreement;

Fourth New Chargor or **Fourth New Chargors** shall have the meaning ascribed thereto in the Fourth Supplemental Floating Charge Trust Deed;

Fourth Supplemental Floating Charge Agreement means the floating charge dated the Fourth Further Closing Date made between, *inter alios*, the Fourth New Charging Subsidiaries and the Trustee amending and supplementing the Original Floating Charge Agreement, the First Supplemental Floating Charge Agreement, the Second Supplemental Floating Charge Agreement and the Third Supplemental Floating Charge Agreement;

Fourth Supplemental Floating Charge Trust Deed means the floating charge trust deed dated the Fourth Further Closing Date made between the Trustee, the Initial Beneficiary, the Further Beneficiaries, the Second Further Beneficiaries, the Third Further Beneficiaries, the

Fourth Further Beneficiaries and the Chargors amending and supplementing the Original Floating Charge Trust Deed, the First Supplemental Floating Charge Trust Deed, the Second Supplemental Floating Charge Trust Deed and the Third Supplemental Floating Charge Trust Deed;

FT Finance Documents means the deeds, agreements and other documents which, together, represent a Finance Transaction;

FT Obligor means, in respect of a Finance Transaction, any person who has entered into any obligation or liability to the relevant Beneficiary and/or other person or persons, fixed security for the discharge of which obligation or liability is held by that Beneficiary;

Further Beneficiary or Further Beneficiaries shall have the meaning ascribed thereto in the Floating Charge Trust Deed;

Further Closing Date means 12th June, 2001;

Holdings means Canary Wharf Finance Holdings Limited, whose registered office is at One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with number 3929240);

Initial Beneficiary means the Issuer;

Intercompany Loan Agreement means the £2,501,499,553 (originally £975,000,000, then £1,850,000,000, then £3,107,000,000 and then £3,432,000,000) Intercompany Loan Agreement dated 6th June, 2000 as amended and restated to a first supplemental agreement, a second supplemental agreement and a third supplemental agreement;

Issuer means Canary Wharf Finance II plc, whose registered office is at One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with number 3929593);

New Charging Subsidiary means that company listed in Part 2 of Schedule 1 of the Intercompany Loan Agreement;

New Chargor means the companies listed in Schedule 3 to the First Supplemental Floating Charge Trust Deed;

Obligations means the present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the FT Obligors to the Beneficiaries under the FT Finance Documents except for any obligation which, if it were so included, would result in any person contravening Section 151 of the Companies Act 1985;

Original Charging Subsidiary means each of the companies listed in Part 1 of Appendix 1 hereto;

Original Chargor means the companies listed in Schedule 2 to the Original Floating Charge Trust Deed;

Original Floating Charge Agreement means the floating charge dated 6th June, 2000 between the Original Charging Subsidiaries and the Trustee;

Original Floating Charge Trust Deed means the floating charge trust deed dated 6th June, 2000 between the Trustee, the Initial Beneficiary and the Original Chargors;

Second Further Beneficiary or **Second Further Beneficiaries** shall have the meaning ascribed thereto in the Second Supplemented Floating Charge Trust Deed;

Second Further Closing Date means 21st February, 2002;

Second New Charging Subsidiaries means each of those companies which are listed in Part 3 of Schedule 1 to the Intercompany Loan Agreement;

Second New Chargor or **Second New Chargors** shall have the meaning ascribed thereto in the Second Supplemental Floating Charge Trust Deed;

Second Supplemental Floating Charge Agreement means the floating charge dated the Second Further Closing Date made between the Second New Charging Subsidiaries and the Trustee amending and supplementing the Original Floating Charge Agreement and the First Supplemental Floating Charge Agreement;

Second Supplemental Floating Charge Trust Deed means the floating charge trust deed dated the Second Further Closing Date made between the Security Trustee, the Initial Beneficiary, the Further Beneficiaries and the Second Further Beneficiaries and the Chargors amending and supplementing the Original Floating Charge Trust Deed and the First Supplemental Floating Charge Trust Deed;

Security Trustee means Deutsche Trustee Company Limited acting in such capacity under the Floating Charge and the Floating Charge Trust Deed;

Share Charge means the charge dated 6th June, 2000 between CWFH II and the Trustee as amended by the Supplemental CWFH Share Charge;

Supplemental CWFH Share Charge means the deed dated the Further Closing Date varying the Share Charge;

Third Further Beneficiary or **Third Further Beneficiaries** shall have the meaning ascribed thereto in the Third Supplemental Floating Charge Trust Deed;

Third Further Closing Date means 22nd October, 2002;

Third New Charging Subsidiaries means each of those companies which are listed in Part 4 of Schedule 1 to the Intercompany Loan Agreement;

Third New Chargor or **Third New Chargors** shall have the meaning ascribed thereto in the Third Supplemental Floating Charge Trust Deed;

Third Supplemental Floating Charge Agreement means the floating charge dated the Third Further Closing Date made between, *inter alios*, the Third New Charging Subsidiaries and the

Trustee amending and supplementing the Original Floating Charge Agreement, the First Supplemental Floating Charge Agreement and the Second Supplemental Charge Agreement;

Third Supplemental Floating Charge Trust Deed means the floating charge trust deed dated the Third Further Closing Date made between the Trustee, the Initial Beneficiary, the Further Beneficiaries, the Second Further Beneficiaries and the Third Further Beneficiaries and the Chargors amending and supplementing the Original Floating Charge Trust Deed, the First Supplemental Floating Charge Trust Deed and the Second Supplemental Floating Charge Trust Deed;

Trustee Deutsche Trustee Company Limited, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB;

APPENDIX 1

THE CHARGING SUBSIDIARIES

Company	Registered Number
Part 1 - Original Charging Subsidiaries	
CWCB Leasing (DS6) Limited	3941692
CWCB Investments (DS6) Limited	3941686
CWCB Properties (DS6) Limited	3941678
Canary Wharf (DS6) T1 Limited	3321144
Canary Wharf (DS6) T2 Limited	3320957
CWCB Finance II Limited	3605340
Part 2 - New Charging Subsidiaries	
Canary Wharf Limited	1971312
Part 3 - Second New Charging Subsidiaries	
HQ1	
Heron Quays Holdings (HQ1) Limited	4292532
Heron Quays (HQ1) Limited	4293673
Heron Quays (HQ1) T1 Limited	4290561
Heron Quays (HQ1) T2 Limited	4290537
HQCB Properties (HQ1) Limited	4290533
HQ2	
Heron Quays Holdings (HQ2) Limited	4292540
Heron Quays (HQ2) Limited	4290532
Heron Quays (HQ2) T1 Limited	4290562
Heron Quays (HQ2) T2 Limited	4290529
Canary Wharf Contractors (HQ2) Limited	4140257
HQCB Properties (HQ2) Limited	4290530
HQ4	
Heron Quays Holdings (HQ4) Limited	4292545
Heron Quays (HQ4) Limited	4290559
Heron Quays (HQ4) T1 Limited	4290518
Heron Quays (HQ4) T2 Limited	4290517
HQCB Properties (HQ4) Limited	4290525
HQCB Investments Ltd	

Company	Registered Number
HQ5	
Heron Quays Holdings (HQ5) Limited	4292549
Heron Quays (HQ5) Limited	4290560
Heron Quays (HQ5) T1 Limited	4290516
Heron Quays (HQ5) T2 Limited	4290515
HQCB Properties (HQ5) Limited	4290522
Others	
HQCB Investments Limited	4353135
Heron Quays Properties Limited	2276627
Canary Wharf Contractors Limited	2352250
Canary Wharf Investments Limited	2127410
Part 4 - Third New Charging Subsidiaries	
HQ3	
Heron Quays Holdings (HQ3) Limited	4292543
Heron Quays (HQ3) Limited	4290556
Heron Quays (HQ3) T1 Limited	4290524
Heron Quays (HQ3) T2 Limited	4290523
HQCB Properties (HQ3) Limited	4525220
HQ4 (Further Space)	
HQCB Properties (HQ4 (2)) Limited	4525215
HQ5 (Further Space)	
HQCB Properties (HQ5 (2)) Limited	4525202
Part 5 – Fourth New Charging Subsidiaries	
CWE SPVc Limited	3123343
CWC SPVa Limited	3123292
CWC SPVc Limited	3253119
CW Properties DS7F Limited	3441707
CW Leasing DS7F Limited	3441740
CW Properties DS7B Limited	3441686
CW Leasing DS7B Limited	3441728
CWCB Properties (DS7) Limited	5437705
Part 6 – Fifth New Charging Subsidiaries	
Barclays Capital Leasing (No. 165) Limited	3025274
Barclays Capital Leasing (No. 166) Limited	2251540

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03025274

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIFTH SUPPLEMENTAL FLOATING CHARGE DATED THE 1st FEBRUARY 2006 AND CREATED BY CWC B FINANCE LEASING (DS7B) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE FT OBLIGORS TO THE BENEFICIARIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th FEBRUARY 2006.

LIC DMW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES