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* insert full name
of company

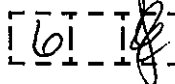
COMPANIES FORM No. 395**Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



3123296

Name of company

* CWE SPVd Limited (the "Company")

Date of creation of the charge

4 December 1997

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

A floating charge (the "Floating Charge Deed") dated 4 December 1997 and made between (1) the Company and the other Chargors each as defined below and (2) Bankers Trustee Company Limited (the "Security Trustee")

Amount secured by the mortgage or charge

See Schedule 1

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

Bankers Trustee Company Limited whose principal London office is at 1 Appold Street, Broadgate, London EC2A 2HE as agent and security trustee for each of the Beneficiaries (as defined below)

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

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ

RJM/C4042/1197/AJF

Time critical reference

For official use
Mortgage Section

Post room



See Schedule 2

RJM/3958.1fd

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Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date ¹⁷~~11~~ December 1997

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.

~~Canary Wharf Investments (Three)~~ (the "Company")

CWE SPVd Limited

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SCHEDULE 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Company or by some other person) of the relevant Obligor and which are either owed to the relevant Beneficiary or the benefit of which are held by that Beneficiary on trust for the person or persons to whom or to which they are owed (the "**Obligations**").

Definitions

In this Form 395:

"**Additional Charging Subsidiary**" means a member of the Canary Wharf Group which becomes a Charging Subsidiary in accordance with Clause 24.3 of the Intercompany Loan Agreement;

"**Beneficiaries**" means each of the Initial Beneficiaries and the New Beneficiaries under the Floating Charge Trust Deed;

"**Borrower**" means CW Lending Limited of One Canada Square, Canary Wharf, London E14 5AB;

"**CWIH**" means CWI Holdings plc, having its registered office at One Canada Square, Canary Wharf, London E14 5AB;

"**CWL**" means Canary Wharf Limited whose registered office is at One Canada Square, Canary Wharf, London E14 5AB;

"**Canary Wharf Group**" means any, or all of CWIH and its Subsidiaries;

"**Cash Manager**" means CWL;

"**Charging Subsidiary**" means an Original Charging Subsidiary or an Additional Charging Subsidiary;

"Chargors" means

Company	Registered Number
Canary Wharf Investments (Three)	2455786
Canary Wharf Investments (Four) Limited	2388957
CWC SPVa Limited	3123292
CWE SPVa Limited	3123352
CWC SPVc Limited	3253119
CWE SPVc Limited	3123343
CWC SPVd Limited	3302741
CWE SPVd Limited	3123296
CWC SPVe Limited	3302707
CWE SPVf Limited	3123299
CWE SPVg Limited	3123286
Seven Westferry Circus Limited	2732071
CW Properties DS7B Limited	3441686
CW Leasing DS7B Limited	3441728
CW Properties DS7F Limited	3441707
CW Leasing DS7F Limited	3441740
CW Properties FC3 Limited	3441720
CW Leasing FC3 Limited	3441742
CW Properties B2 Limited	3441730
CW Leasing B2 Limited	3441833

"Enforcement Event" means, in relation to the Company the presentation of a petition by any person other than a party to the Floating Charge Deed or the Floating Charge Trust Deed to the court under Section 9 of the Insolvency Act 1986 for the making of an administration order in relation to the Company under Section 8 of that Act;

"FT Charged Assets" means the assets and undertaking of the Company for the time being charged by way of Floating Security under the Floating Charge Deed;

"FT Dedicated Security" means, in relation to the Company, the security constituted by the FT Finance Documents relating to such Beneficiary's Finance Transaction;

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

"FT Fixed Charge Assets" means in relation to each Chargor, those of its assets which are, or are purported to be, the subject of FT Dedicated Security which is fixed Security;

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

"Floating Charge Trust Deed" means the floating charge trust deed dated 4 December 1997 between the Security Trustee, the Initial Beneficiaries (as defined therein) and the Original Charging Subsidiaries;

"Floating Security" means the floating security interests from time to time constituted by or pursuant to, or evidenced by the Floating Charge Deed (and in relation to the Company, such floating security interests granted by the Company, in favour of the Security Trustee (the **"relevant floating charge"**));

"Initial Beneficiary" means Bankers Trustee Company Limited, whose registered office is at 1 Appold Street, Broadgate, London EC2A 2HE;

"Intercompany Loan Agreement" means the intercompany loan agreement dated 4 December 1997 between the Borrower, the Issuer, the Cash Manager, the Trustee and the Original Charging Subsidiaries;

"Issuer" means Canary Wharf Finance plc, whose registered office is at One Canada Square, Canary Wharf, London E14 5AB;

"New Beneficiaries" means each person which executes a New Beneficiary Accession Deed;

"New Beneficiary Accession Deed" means a deed substantially in the form set out in Schedule 3 to the Floating Charge Trust Deed;

"Obligor" means the Borrower and/or a Charging Subsidiary;

"Original Charging Subsidiary" means the following:

Company	Registered Number
Canary Wharf Investments (Three)	2455786

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CWE SPVa Limited	3123352
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Seven Westferry Circus Limited	2732071
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CW Properties DS7F Limited	3441707
CW Leasing DS7F Limited	3441740
CW Properties FC3 Limited	3441720
CW Leasing FC3 Limited	3441742
CW Properties B2 Limited	3441730
CW Leasing B2 Limited	3441833

"Security" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security;

"Subsidiary" means:

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989;

"Trustee" means Bankers Trust Company Limited, whose registered office is at 1 Appold Street, Broadgate, London EC2A 2HE; and

"Unrelated Assets" means, in relation to the Company, those of its FT Charged Assets which are not FT Fixed Charge Assets.

~~Canary Wharf Investments (Three)~~ (the "Company")

CWE SPVA Limited

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SCHEDULE 2

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

Floating charge

Pursuant to Clause 2.1 of the Floating Charge Deed, the Company with full title guarantee (and to the intent that the security so constituted would be a continuing security in favour of the Security Trustee (as agent and trustee for the Beneficiaries)) charged in favour of the Security Trustee (as agent and trustee for the Beneficiaries) by way of first floating charge as security for the payment and discharge of the relevant Obligations, all present and future assets and undertaking of the Company.

Unrestricted dealings

Pursuant to Clause 2.2 of the Floating Charge Deed, and without prejudice to any other provision in the relevant FT Finance Documents, the Company may, at any time when an Enforcement Event in relation to it is not subsisting and the Company is not in liquidation, without the consent of the Security Trustee:

- (a) dispose of or deal with any of the Unrelated Assets; or
- (b) create, permit or acquire any Security which affects any of the Unrelated Assets (except that the Company will not, without the Security Trustee's prior written consent, create, permit or acquire any Security which could result, whether directly or in certain events, in a person or group of persons other than the Security Trustee holding one or more fixed and floating, or floating Security, over the whole or substantially the whole of the assets and undertaking of the Company or which would enable that person or group of persons to appoint an administrative receiver in respect of the Company),

in such a manner as the Company considers fit.

Priority of floating charge

Without limiting Clause 4 (*Enforcement*) of the Floating Charge Deed, any present or future FT Dedicated Security created by the Company over all or any of the Unrelated Assets in favour of a Beneficiary (whether fixed or floating Security) will rank as to priority ahead of this floating charge

in relation to the Unrelated Assets concerned and the Security Trustee will promptly, at the request and cost of the Company, enter into a priorities agreement with any such third party to give effect to Clause 2.3 of the Floating Charge Deed.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03123296

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 4th DECEMBER 1997 AND CREATED BY CWE SPVD LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT, WHETHER OWED JOINTLY, SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER AND WHETHER ORIGINALLY INCURRED BY THE COMPANY OR BY SOME OTHER PERSON) OF THE RELEVANT OBLIGORS AND WHICH ARE EITHER OWED TO THE RELEVANT BENEFICIARY OR THE BENEFIT OF WHICH ARE HELD BY THAT BENEFICIARY ON TRUST FOR THE PERSON OR PERSONS TO WHOM OR TO WHICH THEY ARE OWED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th DECEMBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd DECEMBER 1997.


F.J. McEVANS

for the Registrar of Companies



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

✓ 82/12