

M

HFP025

ease do not
rite in
is margin

ease complete
gibly, preferably
black type, or
old block lettering

insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

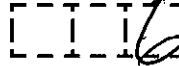
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3452908

Name of company

* CWCB Leasing (B1) Limited (the "Company")

Date of creation of the charge

21 February 2002

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

Second Supplemental Floating Charge dated 21 February 2002 (the "Second Supplemental Floating Charge") supplemental to a Floating Charge dated 6 June 2000 (the "Original Floating Charge") and a First Supplemental Floating Charge dated 12 June 2001 (the "First Supplemental Floating Charge")

Amount secured by the mortgage or charge

Please see Schedule 1 attached

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

Bankers Trustee Company Limited, whose registered office is at Winchester House, 1 Great Winchester Street, London (the "Security Trustee")

Postcode EC2N 2DB

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

(Via CH London Counter)
Clifford Chance LLP
200 Aldersgate Street
London, EC1A 4JJ
C4395/02010/PT/JXS

London-3/887992

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see Schedule 2 attached

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Clifford Chance LLP

Date

4 March 2002

On behalf of [company] [~~mortgagee/chargee~~] †

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

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

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

CHFP025

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

Company Number

3452908

Name of Company

CWCB Leasing (B1) Limited (the "Company")

Limited*

* delete if
inappropriate

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

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

Please do not
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**

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

SCHEDULE 1

1. AMOUNT SECURED BY THE CHARGE

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 (the "Obligations").

2. DEFINITIONS

In this form and attached schedules, the following terms shall be defined as follows:

"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 Second Supplemental Floating Charge Trust Deed, 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;

"Chargors" means each of the companies set out in Part A, Part B and Part C of Schedule 3 hereto;

"CW Group" means any or all of Canary Wharf Group plc and its subsidiaries;

"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 Trust Deed" means the floating charge trust deed dated 12 June 2001 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" means the Original Floating Charge as amended and supplemented by the First Supplemental Floating Charge and the Second Supplemental Floating Charge 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 and each as amended and supplemented by the Second Supplemental Floating Charge Trust Deed as may be further amended and supplemented by any further supplemental floating charge trust deed;

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

"FT Obligors" means, in respect of an 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 Beneficiaries" means Citibank, N.A., Credit Suisse First Boston International and Morgan Stanley UK Group;

"Initial Beneficiary" means Canary Wharf Finance II plc;

"New Chargors" means the companies set out in Part B of Schedule 3 hereto;

"Original Chargors" means the companies set out in Part A of Schedule 3 hereto;

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

"Second Further Beneficiaries" means Citibank, N.A., Lehman Brothers Holdings Inc., UK Branch, The Royal Bank of Scotland plc and Morgan Stanley UK Group;

"Second Restated Master Definitions Agreement" means the Second Restated Master Definitions Agreement dated 21 February 2002 between *inter alios* the Company and the Security Trustee;

"Second Supplemental Floating Charge Trust Deed" means the floating charge trust deed dated 21 February 2002 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;

SCHEDULE 2

1. FLOATING CHARGE

The Company with the intent that the security so constituted will be a continuing security in favour of the Security Trustee as trustee for the "Beneficiaries", as defined under the Original Floating Charge, has charged in favour of the Security Trustee (as trustee for such Beneficiaries) pursuant to the Original Floating Charge by way of 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. The Company granted the charges referred to in this paragraph with full title guarantee.

Pursuant to the Second Supplemental Floating Charge the Company has agreed that the above charges shall be extended to be given in favour of the "Beneficiaries" as such term is defined in the Second Restated Master Definitions Agreement, being, as at the date of the Second Supplemental Floating Charge, the Initial Beneficiary, the Further Beneficiaries and the Second Further Beneficiaries.

SCHEDULE 3

Part A

Company	Registered Number
CWCB Investments (B4) Limited	3452981
CWCB Leasing (B1) Limited	3452908
CWCB Investments (B1) Limited	3452952
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
Cabot Place Holdings Limited	3302749
Cabot Place Limited	2548110
Cabot Place (RT2) Limited	3719122
Canary Wharf (Car Parks) Limited	3682170
CWCB Investments (RT2) Limited	3452901
CWCB Leasing (RT2) Limited	3605344
CWCB Investments (Car Parks) Limited	3302682
CWCB Finance II Limited	3605340
CW Finance Holdings II Limited	4007784

Part B

Company	Registered Number
CWCB Investments (DS1) Limited	4218839
CWCB Properties (DS1) Limited	4218829
CWCB Investments (DS5) Limited	4218798
CWCB Properties (DS5) Limited	4218790
CWCB Investments (WF9) Limited	4218741
CWCB Properties (WF9) Limited	4218737
Canary Wharf Investments (DS1) Limited	4218832

Company	Registered Number
Canary Wharf Investments (DS5)Limited	4093501
Canary Wharf Investments (WF9) Limited	4218750

Part C

Company	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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03452908

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND SUPPLEMENTAL FLOATING CHARGE (THE "SECOND SUPPLEMENTAL FLOATING CHARGE") SUPPLEMENTAL TO A FLOATING CHARGE DATED 6 JUNE 2000 (THE "ORIGINAL FLOATING CHARGE") AND A FIRST SUPPLEMENTAL FLOATING CHARGE DATED 12 JUNE 2001 (THE "FIRST SUPPLEMENTAL FLOATING CHARGE") DATED THE 21st FEBRUARY 2002 AND CREATED BY CWC B LEASING (B1) LIMITED FOR SECURING THE PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE FT OBLIGORS (AS DEFINED) TO BANKERS TRUSTEE COMPANY LIMITED (THE "SECURITY TRUSTEE") OR THE BENEFICIARIES (AS DEFINED) 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 MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th MARCH 2002.

GP



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —