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CHFP025

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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**

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



3682184

Name of company

* Canary Wharf Holdings (WF9) Limited (the "Chargor")

Date of creation of the charge

12 June 2001

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

Supplemental Composite Debenture dated 12 June 2001 and made between CW Lending II Limited (the "Borrower"), Canary Wharf Finance II plc (the "Issuer"), Bankers Trustee Company Limited (the "Trustee"), the Chargor and the other companies listed therein (the "Debenture")

Amount secured by the mortgage or charge

Please see Schedule 1

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

Canary Wharf Finance II plc
One Canada Square
Canary Wharf
London

Postcode E14 5AB

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

Clifford Chance Limited Liabilit
200 Aldersgate Street
London
EC1A 4JJ

London-3/723283

Time critical reference

For official Use
Mortgage Sec



Short particulars of all the property mortgaged or charged

Please see Schedule 2

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

Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance LLP.

Date 28/06/01

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

SCHEDULE 1

1. AMOUNT SECURED BY THE CHARGE

All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of each Obligor to the Issuer under each Finance Document except for any obligation which, if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985. The term "Finance Document" includes all amendments and supplements (the "**Secured Liabilities**").

2. DEFINITIONS

In this Form 395 and attached schedules:

"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;

"Additional Mortgaged Property"

means, subject to Clauses 4.3 (Conditions precedent to New Loan), 17.10 (Disposals) and 17.20 (Substitution, release and addition of new Mortgaged Property) of the Intercompany Loan Agreement, any property listed in a Supplemental Charge and, where the context so requires, means the buildings on that property;

"Agreement for Lease"

means an agreement to grant an Occupational Lease in respect of all or part of a New Mortgaged Property;

"Beneficiary Undertaking"

means each beneficiary's undertaking, entered into by, among others, CWL and the Trustee in or substantially in the form of schedule 13 to each rental undertaking facility agreement;

"Borrower" means CW Lending II Limited;

"Brackendown Contract"

means the design and construct contract dated 31st March, 1989 between CWL and CWCL under which CWCL agreed to design and construct phase II of the Canary Wharf Estate (including, without limitation, the Developments);

"Cash Cover Account"

means each of the following bank accounts:

- (a) Bank: Barclays Bank PLC
54 Lombard Street
London EC3V 9EX
Sort Code: 20-00-00
Account name: Canary Wharf Limited (DS5) Cash Cover Account
Account number: 30088765; or
- (b) Bank: Barclays Bank PLC
54 Lombard Street
London EC3V 9EX
Sort Code: 20-00-00
Account name: Canary Wharf Limited (DS1) Cash Cover Account
Account number: 00048062; or
- (c) Bank: Barclays Bank PLC
54 Lombard Street
London EC3V 9EX
Sort Code: 20-00-00
Account name: Canary Wharf Limited (WF9) Cash Cover Account
Account number: 00840963;

or such other bank accounts in the name of CWL into which CWL deposits moneys in accordance with any rental undertaking facility agreement;

"Charged Property"

means all assets of the Obligors the subject of any security created by the Original Composite Debenture;

"Charging Subsidiary"

means at any time, each Original Charging Subsidiary, each New Charging Subsidiary and each Additional Charging Subsidiary in respect of each of which, at that time, assets remain charged in favour of the Issuer pursuant to the Composite Debenture;

"Charging Subsidiary Accession Deed"

means a deed substantially in the form of Schedule 4 to the Intercompany Loan Agreement with such amendments as the Issuer and the Trustee may approve or require;

"Collateral Warranty"

means each collateral warranty granted or to be granted by a Warranty Trade Contractor or a Warranty Professional, in favour of a Rental Undertaking Provider;

"Completion Cash Fund Account"

means each account in the name of a Construction Company into which moneys are deposited in accordance with each Rental Undertaking to pay the costs and expenses incurred or to be incurred by the Obligors in carrying out a Development;

"Composite Debenture"

means the Original Composite Debenture as amended and supplemented by the Debenture;

"Construction Company"

means Canary Wharf Contractors (DS1) Limited, Canary Wharf Contractors (DS5) Limited or Canary Wharf Contractors (WF9) Limited;

"Contractor General Account"

means each current account in the name of a Construction Company established in accordance with any rental undertaking facility agreement;

"CWCL"

means Canary Wharf Contractors Limited;

"CWIL"

means Canary Wharf Investments Limited;

"CWIL Share Charge"

means a share charge dated on or about the Effective Date between CWIL and the Trustee (on behalf of each Overriding Headleaseco) in relation to the shares held by CWIL in an Overriding Headlease Holdco;

"CWL"

means Canary Wharf Limited;

"Development"

means the construction of certain buildings and other improvements on a New Mortgaged Property;

"Development Document"

means in relation to a Development:

- (a) the Brackendown Contract insofar as it relates to the Development only;
- (b) the Sub-Contract;
- (c) an Agreement for Lease;

- (d) a Land Trust Deed;
- (e) a Trade Contract;
- (f) a Professional Appointment;
- (g) a Letter of Intent;
- (h) a Collateral Warranty; or
- (i) any other document designated as such by each Rental Undertaking Provider and CWL;

"DS5 Borrower"

means Canary Wharf (DS5) T1 Limited and Canary Wharf (DS5) T2 Limited, on behalf of CWL.

"DS5 Borrower Deed of Charge"

means the debenture dated the date of the Debenture entered into by the DS5 Borrowers in favour of the DS5 Facility Provider pursuant to the DS5 Facility Agreement

"DS5 Cash Management Agreement"

means the cash management agreement dated the Further Closing Date and made between, *inter alios*, the DS5 Borrowers and the Trustee;

"DS5 Debenture"

means the debenture dated on or about the Effective Date entered into by the DS5 Facility Provider in favour of the DS5 Borrowers pursuant to the DS5 Facility Agreement;

"DS5 Facility Agreement"

means the loan facility agreement dated on or about the Effective Date between (*inter alios*) the DS5 Borrowers and the DS5 Facility Provider;

"DS5 Facility Provider"

means Gibraltar Holdings Limited;

"DS5 Intercreditor Agreement"

means the intercreditor agreement dated on or about the Effective Date between (*inter alios*) certain Charging Subsidiaries (including the DS5 Borrowers), Plantbrass Limited, the Issuer, the Trustee and the DS5 Facility Provider;

"Effective Date"

means 12th June 2001.

"Eligible Investments"

means, at the option of the Cash Manager, either:

- (a) securities issued by the government of the United Kingdom and denominated in Sterling or such other currency as then matches the currency of the Notes;
- (b) any other unsubordinated security, investment or instrument which:
 - (i) is denominated in Sterling or such other currency as then matches the then currency of the Notes;
 - (ii) has a maturity of the lesser of 90 days and the number of days to the Interest Payment Date next succeeding the date of purchase of such security, investment, or instrument; and
 - (iii) in respect of which the relevant obligor has a rating acceptable to the Rating Agencies then rating the Notes; or
- (c) cash deposits with a bank which has either a long term or short term, unsecured, unguaranteed and unsubordinated rating acceptable to the Rating Agencies then rating the Notes;

"Estate Manager"

means Canary Wharf Management Limited;

"Existing Lease"

means an Occupational Lease in relation to a Mortgaged Property existing, or Occupational Lease granted pursuant to an agreement for lease of a Mortgaged Property existing, on the Initial Closing Date and the Further Closing Date (and together with the New Leases, "Leases");

"Finance Document"

means the Intercompany Loan Agreement, a Subordination Deed, a Charging Subsidiary Accession Deed, a Security Document or any other document designated as such by the Borrower, the Issuer and the Trustee;

"Finance Lessor"

means Barclays Capital Leasing (No. 166) Limited (registered in England and Wales with number 2251540);

"Finance Lessor Charge"

means the charge dated 6th June, 2000 executed by the Finance Lessor in favour of the Issuer and the Trustee;

"First Supplemental Floating Charge Agreement"

means the floating charge agreement dated the Further Closing Date between the New Charging Subsidiaries and the Trustee;

"First Supplemental Floating Charge Trust Deed"

means the floating charge trust deed dated the Further Closing Date between the Trustee, the Initial Beneficiaries (as defined therein) and the New Charging Subsidiaries;

"First Supplemental Trust Deed"

means the supplemental trust deed which will be entered into on the Further Closing Date between the Issuer and the Trustee, which will be supplemental to the Original Trust Deed;

"Fitch"

means Fitch Ratings Ltd (formally Fitch IBCA Limited) and any successor to its rating business;

"Fitting Out Account"

means the following bank account:

Bank: Barclays Bank PLC
54 Lombard Street
London EC3V 9EX

Sort Code: 20-00-00

Account Name: Canary Wharf Contractors DS5 Limited Citibank

Account No: 20802514

or such other bank account in the name of the Canary Wharf Contractors (DS5) Limited into which the Plantbrass Limited deposits money in accordance with the agreement for lease dated 27 February 1999 made between CWL (1) Canary Wharf Group plc (2), Plantbrass Limited (3) and Citicorp (4) to pay costs and expenses incurred or to be incurred in fitting out buildings to be constructed on the property in accordance with the Development Documents.

"Floating Charge Agreement"

means the Original Floating Charge Agreement as amended and supplemented by the First 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;

"Further Closing Date"

means 12th June, 2001;

"Further Subscription Agreement"

means the agreement dated 7th June, 2001 between the Issuer, the Borrower, the Charging Subsidiaries, CWL, CWIL and the Managers referred to therein;

"Initial Closing Date"

means 7th June 2001;

"Intercompany Loan Agreement"

means the £1,850,000 (originally £975,000,000) Intercompany Loan Agreement dated 6th June 2000 as amended and restated;

"Interest Payment Date"

means 22nd January, 22nd April, 22nd July and 22nd October or a date on which the Notes have been redeemed or cancelled in full, in each year (or, in each case, if such day is not a business day, the next succeeding business day, unless such succeeding business day falls in the next succeeding calendar month, in which event the immediately preceding business day);

"Interest Reserve Loan Agreement"

means the £42,000,000 loan agreement dated the Effective Date between the Intermediate Borrower (as lender) and the Borrower (as borrower);

"Intermediate Borrower"

means CWCB Finance II Limited whose registered office is at Level 30, One Canada Square, Canary Wharf, London, E14 5AB;

"Land Trust Deed"

means, in respect of each New Mortgaged Property, the trust deed entered into by CWL, the relevant Land Trustees and the Land Trustee Subco for that New Mortgaged Property;

"Land Trustee"

means Canary Wharf (DS1) TI Limited, Canary Wharf (DS1) T2 Limited, Canary Wharf (DS5) TI Limited, Canary Wharf (DS5) T2 Limited, Canary Wharf (WF9) TI Limited or Canary Wharf (WF9) T2 Limited.

"Land Trustee Holdco"

means Canary Wharf Holdings (DS1) Limited, Canary Wharf Holdings (DS5) Limited or Canary Wharf Holdings (WF9) Limited.

"Land Trustee Subco"

means Canary Wharf (DS1) Limited, Canary Wharf (DS5) Limited or Canary Wharf (WF9) Limited.

"Lease"

means a lease of a New Mortgaged Property granted or to be granted pursuant to an Agreement for Lease, or any Existing Lease or any New Lease (as the context so requires);

"Letter of Intent"

means any letter or letters between a Construction Company and a Trade Contractor or Professional setting out the intentions of the parties to enter into a Trade Contract or, as the case may be, a Professional Appointment;

"Management Agreement"

means the management agreement dated 8th August, 1991 between CWIL, CWL and the Estate Manager;

"Master Definitions Agreement"

means the master definitions agreement dated 6th June, 2000 as amended and restated on the Effective Date;

"Moody's"

means Moody's Investors Service Inc. and any successor to its rating business;

"Mortgaged Property"

means any Original Mortgaged Property, any New Mortgaged Property or any Additional Mortgaged Property and **"Mortgaged Properties"** means any, or all, of them;

"New Charging Subsidiaries"

means each of the companies listed in Part 2 of Schedule 4;

"New Lease"

means any new lease in respect of any of the Mortgaged Properties granted after the Closing Date;

"New Mortgaged Property"

means, subject to Clauses 4.3 (Conditions precedent to New Loan), 17.10 (Disposals) and 17.20 (Substitution, release and addition of New Mortgaged Property) of the Intercompany Loan Agreement any property listed in Schedule 4 hereto and, where the context so requires, means the buildings on that property and **"New Mortgaged Properties"** means any, or all, of them;

"Non-Rental Income"

means the aggregate of the following:

- (a) those amounts (if any) (together with any value added or similar taxes charged thereon) due to or for the account of a Charging Subsidiary from any tenants under an Occupational Lease or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges and in respect of costs incurred or to be incurred by a Charging Subsidiary under any repairing or other obligations whatsoever or in providing or procuring the provision of services to such tenant or tenants of such building;
- (b) any amounts paid by a tenant, in compensation for a breach of covenant to a Charging Subsidiary or in compensation for expenses incurred by that Charging Subsidiary in respect of the breach to the extent applied by that Charging Subsidiary in payment of or reimbursement for payment of those expenses;
- (c) any contribution to a sinking fund paid by any tenant or other occupier; and
- (d) any value added tax or similar taxes payable on any of the items listed in paragraphs lettered (a) to (j) of the definition of **"Rental Income"**;

"Notes"

means the class A1 notes and/or the class A2 notes and/or the class A3 notes and/or the class A4 notes and/or the class R1 notes and/or the class B notes and/or the class B1 notes and/or the class R2 notes and/or the class C notes and/or the class D notes AND **"Note"** means any one of them;

"Obligor"

means the Borrower or a Charging Subsidiary;

"Occupational Lease"

means, in respect of a Mortgaged Property, each Lease, licence or other occupational interest granted by the relevant Charging Subsidiary or, as applicable, any predecessor in title, pursuant to which rack rent, turnover rents, service charges, insurance premiums, default charges, interest, licence fees or other income is payable, whether immediately or after the expiry of a specified period, by a third part in respect of the right to occupy that Mortgaged Property;

"Original Charging Subsidiary"

means each of the companies listed in Part 1 of Schedule 4;

"Original Composite Debenture"

means the composite debenture dated 6th June, 2000 executed by the Borrower and the Original Charging Subsidiaries in favour of the Issuer and the Trustee;

"Original Floating Charge Agreement"

means the floating charge agreement 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 Beneficiaries (as defined therein) and the Original Charging Subsidiaries;

"Original Intercompany Loan Agreement"

means the loan agreement entered into on 6 June 2000 between, *inter alia*, the Issuer, the Borrower, the Original Charging Subsidiaries and the Trustee;

"Original Issuer Deed of Charge"

means the deed of charge dated 6th June, 2000 and made between, *inter alios*, the Issuer, the Trustee, the Liquidity Facility Provider, the Class R Agent, the Class R Underwriter and the Borrower, as modified from time to time in accordance with its terms;

"Original Mortgaged Property"

means, subject to Clauses 4.3 (Conditions precedent to New Loan), 17.10 (Disposals) and 17.20 (Substitution, release and addition of new Mortgaged Property) of the Intercompany Loan Agreement, any property listed in Schedule 2 to the Original Composite Debenture and, where the context so requires, means the buildings on that Property and **"Original Mortgaged Properties"** means any, or all, of them;

"Original Subscription Agreement"

means the agreement dated 31st May, 2000 between the Issuer, the Borrower, the Charging Subsidiaries, CWL and the Managers referred to therein;

"Original Trust Deed"

means the trust deed entered into on the Original Closing Date between the Issuer and the Trustee and pursuant to which the Existing Notes were constituted;

"Overriding Headleaseco"

means Canary Wharf Investments (DS1) Limited, Canary Wharf Investments (DS5) Limited or Canary Wharf Investments (WF9) Limited.

"Overriding Headlease Holdco"

means Canary Wharf Investment Holdings (DS1) Limited, Canary Wharf Investment Holdings (DS5) Limited or Canary Wharf Investment Holdings (WF9) Limited.

"Permitted Security Interests"

means

- (a) a Security Interest created pursuant to a security document;
- (b) liens arising by operation of law securing amounts not more than 90 days overdue;
- (c) a floating charge created over the assets of a Charging Subsidiary pursuant to each Floating Charge Agreement and the Floating Charge Trust Deed;
- (d) a Security Interest referred to in a Rental Undertaking Intercreditor Deed; and
- (e) a Security Interest referred to in the Securitisation Intercreditor Deed.

"Professional" means an architect, a building services engineer, a structural engineer or any other consultant with a design responsibility in respect of the Development appointed by a Construction Company, or any other consultant with like responsibilities in respect of the Development as may be appointed by a Construction Company, in each case with the approval of the Rental Undertaking Provider (such approval not to be unreasonably withheld or delayed);

"Professional Appointment"

means an agreement for the appointment by a Construction Company of a Professional;

"Rating Agencies"

means together Moody's, S&P and Fitch and any additional or replacement rating agency appointed by the Issuer, with the prior written approval of the Trustee, to provide a credit rating in respect of the Notes or any class thereof;

"Related Rights"

means, in relation to any share in the issued share capital of any Obligor, any dividend or interest paid or payable in relation to that share and any rights, money or property accruing or offered at any time in relation to that share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Relevant Contractor"

means Canary Wharf Contractors (DS1) Limited, Canary Wharf Contractors (DS5) Limited or Canary Wharf Contractors (WF9) Limited;

"Rental Income"

means the aggregate of all amounts payable to or for the benefit or account of a Charging Subsidiary in connection with the letting of a Mortgaged Property or any part of it, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable:

- (a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any increase of rent payable by virtue of an offer falling within the proviso to Section 3(1) of the Landlord and Tenant Act 1927;
- (c) any rent payable by virtue of a determination made by the court under Section 24(A) of the Landlord and Tenant Act 1954 net of the costs of the court proceedings;
- (d) sums received from any deposit held as security for performance of any tenant's obligations, to the extent the same is applied in or towards meeting rental obligations;
- (e) any other moneys payable in respect of occupation and/or usage of a Mortgaged Property and every fixture and fitting therein belonging to a Charging Subsidiary and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (f) any means profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of the costs of those proceedings;
- (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the relevant Charging Subsidiary from any party) in furtherance of such proceedings so taken or claim so made;

- (h) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (i) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement; and
- (j) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same after deducting reasonable costs properly incurred in recovering such damages,

but after deducting or excluding Non-Rental Income;

"Rentals Charge"

means the charge dated 6th June, 2000 between CWIL, the Issuer and the Trustee;

"Rental Undertaking"

means:

- (a) the agreement entered into or to be entered into on the Effective Date between Canary Wharf (DS5) T1 Limited, Canary Wharf (DS5) T2 Limited and Citibank, N.A.;
- (b) the agreement entered into or to be entered into on the Effective Date between Canary Wharf (DS1) T1 Limited, Canary Wharf (DS1) T2 Limited and Credit Suisse First Boston International; or
- (c) the agreement entered into or to be entered into on the Effective Date between Canary Wharf (WF9) T1 Limited, Canary Wharf (WF9) T2 Limited and Morgan Stanley UK Group;

"Rental Undertaking Providers"

means each of Credit Suisse First Boston International, Morgan Stanley Dean UK Group and Citibank, N.A. (each a **"Rental Undertaking Provider"**);

"Rental Undertaking Intercreditor Deed"

means:

- (a) the intercreditor deed entered into or to be entered into on the Effective Date between, *inter alios*, the Issuer, the Trustee and Citibank, N.A.;
- (b) the intercreditor deed entered into or to be entered into on the Effective Date between, *inter alios*, the Issuer, the Trustee and Credit Suisse First Boston International; or
- (c) the intercreditor deed entered into or to be entered into on the Effective Date between, *inter alios*, the Issuer, the Trustee and Morgan Stanley UK Group.

"Restated Intercompany Loan Agreement"

means the agreement supplementing, amending and restating the Original Intercompany Loan Agreement dated the Further Closing Date between, *inter alios*, the Issuer, the Borrower, the Trustee and the Charging Subsidiary or, if the context so requires, the Intercompany Loan Agreement as so amended and restated;

"Security Account"

means each account established or maintained under clause 11 (Bank accounts of the Borrower) of the Intercompany Loan Agreement;

"Security Document"

means:

- (a) a Composite Debenture;
- (b) a Supplemental Charge;
- (c) a Floating Charge Agreement;
- (d) a Floating Charge Trust Deed;
- (e) the Rentals Charge;
- (f) the Share Charge;
- (g) the Finance Lessor Charge; or
- (h) a CWIL Share Charge;

"Security Interest"

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

"Share Charge"

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

"Shares"

means:

- (a) in relation to CWIL, all its shares in the issued share capital of each Construction Company, each Overriding Headlease Holdco and each Land Trustee Holdco;
- (b) in relation to each Land Trustee Holdco, all its shares in the issued share capital of a Land Trustee Subco;

- (c) in relation to each Land Trustee Subco, all its shares in the issued share capital of a Land Trustee;
- (d) in relation to each Overriding Headlease Holdco, all its shares in the issued share capital of an Overriding Headleaseco

"Sub-Contract"

means a design and construct sub-contract between CWCL and each Construction Company dated 26th July, 1999 (in respect of DS1), 22nd September, 1999 (in respect of DS5) and 13th July, 1999 (in respect of WF9);

"Subordination Deed"

means:

- (a) the subordination deed dated 6th June, 2000 between CWL, the Original Charging Subsidiaries, the Borrower, the Issuer and the Trustee; or
- (b) a subordination deed to be executed on or about the Further Closing Date between (amongst others) the Borrower, the Trustee and the Issuer substantially in the form of Schedule 6 to the Intercompany Loan Agreement;

"Subscription Agreement"

means the Original Subscription Agreement and/or the Further Subscription Agreement;

"Supplemental Charge"

means any charge executed in favour of the Issuer and the Trustee to secure the Obligors' obligations under the Finance Documents;

"Supplemental Share Charge"

means the deed dated on or about the Further Closing Date varying the Share Charge;

"Trade Contract"

means any trade contract in respect of a Development entered into or to be entered into between a Construction Company and a Trade Contractor;

"Trade Contractor"

means a firm or company of trade contractors appointed by a Construction Company in relation to a Development with the approval of the Bank (such approval not to be unreasonably withheld or delayed);

"Warranty Professional"

- (a) a Professional listed as such Schedule 5 to each rental undertaking facility agreement;

- (b) a Professional which the relevant Rental Undertaking Provider reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development; or
- (c) a Professional appointed to replace any Professional referred to in paragraph (a) or (b) above.

"Warranty Trade Contractor"

means:

a Trade Contractor listed as such in Schedule 6 to the rental undertaking facility agreement;

- (a) a Trade Contractor which the relevant Rental Undertaking Provider reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development; or

a Trade Contractor appointed to replace any Trade Contractor referred to in paragraph (a) or (b) above;

SCHEDULE 2

1. FIXED SECURITY

- 1.1 The Chargor, as security for the payment of all the Secured Liabilities, has charged in favour of the Issuer:

1.1.1 by way of a first legal mortgage:

- (a) the property belonging to it specified in Schedule 3; and
- (b) all estates or interests in any freehold or leasehold property (except any Charged Property specified in sub-paragraph (a) above) belonging to it on 12 June 2001 or thereafter;

1.1.2 by way of a first fixed charge:

- (a) (to the extent that they are not the subject of a mortgage described in paragraph 1.1.1 above) all estates or interests in any freehold or leasehold property belonging to it on 12 June 2001 or thereafter;
- (b) all plant and machinery owned by it at its Mortgaged Property and its interest in any plant or machinery in its possession at its Mortgaged Property;
- (c) subject to any Security Interest referred to in the DS5 Borrower Deed of Charge, all moneys, and any Eligible Investments representing any amount, standing to the credit of any account (including, without limitation, the Security Accounts and subject to the DS5 Intercreditor

Deed, the Fitting Out Account) with any person and the debts represented by them;

- (d) subject to any Security Interest referred to in the DS5 Borrower Deed of Charge, all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
- (e) subject to any Security Interest referred to in the DS5 Borrower Deed of Charge, all of its book and other debts, the proceeds of the same and all other moneys due and payable to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- (f) any beneficial interest, claim or entitlement of it, in any pension fund;
- (g) its goodwill;
- (h) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them;
- (i) its uncalled capital;
- (j) its rights under any appointment of a managing agent of the Mortgaged Property including, without limitation, its rights, in relation to its Mortgaged Properties, against the Estate Manager under the Management Agreement;
- (k) subject to any Security Interest referred to in the DS5 Borrower Deed of Charge, all its rights and interest under any loan arrangement with any Obligor;
- (l) its rights under any interest rate hedging arrangements;
- (m) all its rights under each Rental Undertaking and, subject to each Rental Undertaking Intercreditor Deed, each Development Document;
- (n) in the case of the DS5 Borrowers, its rights under the DS5 Facility Agreement, the DS5 Debenture, the DS5 Intercreditor Agreement and the DS5 Cash Management Agreement;
- (o) in the case of each Land Trustee Holdco, each Land Trustee Subco and each Overriding Headlease Holdco, all its Shares together with all Related Rights in respect of those Shares; and
- (p) in the case of each Land Trustee, its rights under each Land Trust Deed.

2. **ASSIGNMENT**

2.1 The Chargor, as security for the payment of all the Secured Liabilities, has assigned to the Issuer by way of first ranking security:

- 2.1.1 subject to any security created under the DS5 Borrower Deed of Charge, all Rental Income that it receives or is entitled to;
- 2.1.2 all its rights and interests in each Rental Undertaking ;
- 2.1.3 subject to any security created under the DS5 Borrower Deed of Charge, any guarantee of Rental Income contained in or relating to any Occupational Lease;
- 2.1.4 to the extent not subject to a fixed charge described in paragraph 1.1, all its rights and interest under the Interest Reserve Loan Agreement; and
- 2.1.5 to the extent not subject to a fixed charge described in paragraph 1.1, all its rights and interest under each Development Document, subject to any Rental Undertaking Deed.

3. **FLOATING CHARGE**

The Chargor, as security for the payment of all of the Secured Liabilities, has charged in favour of the Issuer by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge described in paragraph 1 or paragraph 2.

4. **NEGATIVE PLEDGE**

The Chargor shall not:

- (a) create or permit to subsist any Security Interest on its Charged Property or any debt of the Borrower arising under or pursuant to clause 11.2(a)(ii) (Payment into the Borrower Accounts) of the Intercompany Loan Agreement other than any Security Interest created by the Debenture (in the case of its Mortgaged Property), the Permitted Security Interests or the DS5 Borrower Deed of Charge or the Rental Undertaking Composite Debenture Intercreditor Deed; or
- (b) subject to clauses 17.9 (Transfers similar to security) 7.10 (Disposals), 17.16 (Occupational Leases) and 17.20 (Substitution, release and addition to new Mortgaged Property) of the Intercompany Loan Agreement and clause 6 of the DS5 Facility Agreement, sell, transfer, grant (otherwise than in respect of concessionary car parking rights and privileges in the normal operation of the Estate) lease or otherwise dispose of its Charged Property or any debt of the Borrower arising under or pursuant to clause 11.2(a)(ii) (Payment into the Borrower Accounts) of the Intercompany Loan Agreement.

5. **POWER OF ATTORNEY**

Each New Charging Subsidiary, by way of security, has irrevocably and severally appointed the Issuer, each receiver and any of their delegates or sub-delegates to be its attorney to take any action which the relevant New Charging Subsidiary is obliged to take under the Debenture including under Clause 14 (Further assurances of the Debenture) of the Debenture. Each New Charging Subsidiary has ratified and has confirmed whatever any attorney properly does or purports to do pursuant to its appointment under this paragraph.

SCHEDULE 3

REAL PROPERTY

BUILDING DS1 - 5 CANADA SQUARE

Property Interest	Title Number	Proprietor	Date of and parties to instrument where title not yet registered
Freehold	EGL 316757 (part)	CWCB Investments (DS1) Limited	Transfer dated 12 June 2001 between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) Canary Wharf Limited (3) and CWCB Investments (DS1) Limited (4)
Overriding Lease	Not yet registered	Canary Wharf Investments (DS1) Limited	Lease dated 12 June 2001 between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (DS1) Limited (3) and Canary Wharf Management Limited (4)
Lease - Legal title	EGL 316758 (part)	Canary Wharf (DS1) T1 Limited and Canary Wharf (DS1) T2 Limited	Transfer dated 12 June 2001 between Canary Wharf Limited (1) Canary Wharf (DS1) T1 Limited and Canary Wharf (DS1) T2 Limited (2) and Canary Wharf Management Limited (3)
Lease - beneficial title	Not applicable	Canary Wharf Limited	

BUILDING DS5 - 25 CANADA SQUARE

Property Interest	Title Number	Proprietor	Date of and parties to instrument where title not yet registered
Freehold	EGL 316757 (part)	CWCB Investments (DS5) Limited	Transfer dated 12 June 2001 between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) Canary Wharf Limited (3) and CWCB Investments (DS5) Limited (4)
Overriding Lease	EGL 416534	Canary Wharf Investments (DS5) Limited	
Lease - Legal title	EGL 416533	Canary Wharf (DS5) T1 Limited and Canary Wharf (DS5) T2 Limited	
Lease - beneficial title	Not applicable	Canary Wharf Limited	

BUILDING WF9 - 15 WESTFERRY CIRCUS

Property Interest	Title Number	Proprietor	Date of and parties to instrument where title not yet registered
Freehold	EGL 298294 (part)	CWCB Investments (WF9) Limited	Transfer dated 12 June 2001 between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) Canary Wharf Limited (3) and CWCB Investments (WF9) Limited (4)
Overriding Lease	Not yet registered	Canary Wharf Investments (WF9)	Lease dated 12 June 2001 between Canary

		Limited	Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (WF9) Limited (3) and Canary Wharf Management Limited (4)
Lease - legal title	EGL 298293 (part)	Canary Wharf (WF9) T1 Limited and Canary Wharf (WF9) T2 Limited	Transfer dated 12 June 2001 between Canary Wharf Limited (1) Canary Wharf (WF9) T1 Limited and Canary Wharf (WF9) T2 Limited (2) and Canary Wharf Management Limited (3)
Lease - beneficial title	Not applicable	Canary Wharf Limited	

SCHEDULE 4

PART I

ORIGINAL CHARGING SUBSIDIARIES

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

PART II

NEW CHARGING SUBSIDIARIES

Company	Registered Number
Canary Wharf Holdings (DS1) Limited	3759376
Canary Wharf (DS1) Limited	3757749
Canary Wharf (DS1) T1 Limited	4218685
Canary Wharf (DS1) T2 Limited	4218857
Canary Wharf Contractors (DS1) Limited	3757745
Canary Wharf Investments (DS1) Limited	4218832
CWCB Investments (DS1) Limited	4218839
CWCB Properties (DS1) Limited	4218829
Canary Wharf Investment Holdings (DS1) Limited	4218887
Canary Wharf Holdings (DS5) Limited	3719043
Canary Wharf (DS5) Limited	3719075
Canary Wharf (DS5) T1 Limited	4093509
Canary Wharf (DS5) T2 Limited	4093506
Canary Wharf Contractors (DS5) Limited	3719105
Canary Wharf Investments (DS5) Limited	4093501
CWCB Investments (DS5) Limited	4218798
CWCB Properties (DS5) Limited	4218790
Canary Wharf Investment Holdings (DS5) Limited	4218878
Canary Wharf Holdings (WF9) Limited	3682184
Canary Wharf (WF9) Limited	3682208

Company	Registered Number
Canary Wharf (WF9) T1 Limited	4218760
Canary Wharf (WF9) T2 Limited	4218772
Canary Wharf Contractors (WF9) Limited	3666379
Canary Wharf Investments (WF9) Limited	4218750
CWCB Investments (WF9) Limited	4218741
CWCB Properties (WF9) Limited	4218737
Canary Wharf Investment Holdings (WF9) Limited	4218899
Canary Wharf Limited	1971312
Canary Wharf Investments Limited	2124710
Canary Wharf Contractors Limited	2352250

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03682184

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL COMPOSITE DEBENTURE MADE BETWEEN CW LENDING II LIMITED (THE "BORROWER"), CANARY WHARF FINANCE II PLC (THE "ISSUER"), BANKERS TRUSTEE COMPANY LIMITED (THE "TRUSTEE"), THE CHARGOR AND THE OTHER COMPANIES LISTED THEREIN DATED THE 12th JUNE 2001 AND CREATED BY CANARY WHARF HOLDINGS (WF9) LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OF EACH OBLIGOR TO THE ISSUER UNDER EACH FINANCE DOCUMENT (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th JUNE 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —