

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

NW
147011
460446

395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

Name of company

* Canary Wharf (DS5) Limited (the "Chargor").

Date of creation of the charge

28th February, 2002

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

Supplemental Composite debenture (the "Deed") dated 28th February, 2002 between the Chargor and the Rental Undertaking Providers (as defined below).

Amount secured by the mortgage or charge

See Schedule 1.

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

Credit Suisse First Boston International, One Cabot Square, Canary Wharf London, E14 4QJ. Morgan Stanley UK Group, 25 Cabot Square, Canary Wharf, London, E14 4QA. Citibank, N.A., 33 Canada Square, Canary Wharf, London, E14 5LB (each a "Rental Undertaking Provider" and together the Rental Undertaking Providers).

Postcode

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

Allen & Overy
One New Change
London
EC4M 9QQ

Ref: MON/ELES/943106.1

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

L7HS294G

0481
15/03/02

Please do not write in this margin

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

*insert full name of Company

Short particulars of all the property mortgaged or charged

See Schedule 2.

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)

Signed

Allen & Overy

Date

15.03.02

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 CF14 3UZ

Company: Canary Wharf (DS5) Limited
Registered Number: 3719075
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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 CWL to each Rental Undertaking Provider under each Finance Document except for any obligation which, if it were so included, would result in the Deed 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:

"Agreement for Lease"

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

"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 Manager"

means Canary Wharf Limited;

"Charged Property"

means all assets of the Obligors the subject of any security created by the Deed;

"Charging Subsidiary"

means each of the Companies listed in Schedule 3;

"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;

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"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;

"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;

"CWL"

means Canary Wharf Limited;

"Debenture"

means the composite debenture dated 12th June, 2001 between, among others, the Chargor and the Rental Undertaking Providers;

"Development"

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

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- (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 Debenture"

means the debenture dated on or about the date of the Debenture 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 date of the Debenture between (inter alios) the DS5 Borrowers and the DS5 Facility Provider;

"DS5 Facility Provider"

means Gibraltar Holdings Limited;

"DS5 Intercreditor Deed"

means the intercreditor agreement dated on or about the date of the Debenture between (inter alia) certain Charging Subsidiaries (including the DS5 Borrowers), Plantbrass Limited, Canary Wharf Finance II plc, Bankers Trustee Company Limited and the DS5 Facility Provider;

"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

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- (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;

"Finance Document"

means a "Finance Document" as defined in each Rental Undertaking Facility Agreement;

"First Supplemental Floating Charge Agreement"

means the floating charge agreement dated 12th June, 2001 between the New Charging Subsidiaries (as defined therein) and the Trustee;

"First Supplemental Floating Charge Trust Deed"

means the floating charge trust deed dated 12th June, 2001 between the Trustee, the Initial Beneficiaries (as defined therein) and the New Charging Subsidiaries (as defined therein);

"Fitch"

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

"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;

"Insurances"

means all contracts and policies of insurance taken out by or on behalf of any Obligor or (to the extent of its interest) in which an Obligor has an interest;

"Intercompany Loan Agreement"

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

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"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);

"Intermediate Borrower"

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

"Issuer"

means Canary Wharf Finance II plc;

"Land Trust Deed"

means, in respect of each Mortgaged Property, the trust deed entered into by CWL, the relevant Land Trustees and the Land Trustee Subco for that 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 Mortgaged Property granted or to be granted pursuant to an Agreement for Lease;

"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;

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"Management Agreement"

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

"Moody's"

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

"Mortgaged Property"

means any freehold or leasehold property the subject of security created by the Deed and **"Mortgaged Properties"** means any, or all, of them;

"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 Floating Charge Agreement"

means the floating charge agreement dated 6th June, 2000 between the Original Charging Subsidiaries (as defined therein) 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 (as defined therein);

"Overriding Headleaseco"

means Canary Wharf Investments (DS1) Limited, Canary Wharf Investments (DS5) Limited and Canary Wharf Investments (WF9) Limited;

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"Overriding Headlease Holdco"

means Canary Wharf Investment Holdings (DS1) Limited, 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 Rental Undertaking Composite Debenture 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.

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"Rental Undertaking"

means:

- (a) the agreement entered into or to be entered into on the date of the Debenture 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 date of the Debenture 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 date of the Debenture between Canary Wharf (WF9) T1 Limited, Canary Wharf (WF9) T2 Limited and Morgan Stanley UK Group;

"Rental Undertaking Composite Debenture Intercreditor Deed"

means each intercreditor deed entered into or to be entered into on the date of the Debenture between the Charging Subsidiaries, the Issuer, the Trustee and each Rental Undertaking Provider.

"Rental Undertaking Facility Agreement"

means:

- (a) the facility agreement dated 12th June, 2001 between (amongst others) Credit Suisse First Boston Limited and CWL;
- (b) a facility agreement dated 12th June, 2001 between (amongst others) Citibank, N.A. and CWL; or
- (c) a facility agreement dated 12th June, 2001 between (amongst others) Morgan Stanley UK Group and CWL.

"Rental Undertaking Intercreditor Deed"

means:

- (a) the intercreditor deed entered into or to be entered into on the date of the Debenture between, *inter alios*, the Issuer, the Trustee and Citibank, N.A.;
- (b) the intercreditor deed entered into or to be entered into on the date of the Debenture 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 date of the Debenture between, *inter alios*, the Issuer, the Trustee and Morgan Stanley UK Group.

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"S&P"

means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies Inc.

"Security Account"

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

"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;

"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);

"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 relevant Rental Undertaking Provider (such approval not to be unreasonably withheld or delayed);

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"Trustee"

means Bankers Trustee Company Limited;

"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) a Trade Contractor listed as such in Schedule 6 to the Rental Undertaking Facility Agreement;
- (b) 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
- (c) a Trade Contractor appointed to replace any Trade Contractor referred to in paragraph (a) or (b) above.

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SCHEDULE 2

1. The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Rental Undertaking Providers (in respect of the assets referred to in paragraph (ii) (G), (H), (J), (K), (L), (M), (N) and (O) below only in so far as the Chargor is an entity to which such paragraph applies):

- (i) by way of a legal mortgage all of the property belonging to it specified in Schedule 4;
- (ii) by way of fixed charge:
 - (A) all plant and machinery owned by it at its Mortgaged Property and its interest in any plant or machinery in its possession at the Mortgaged Property;
 - (B) all moneys, and any Eligible Investments representing any amount, standing to the credit of the Security Accounts and the debts represented by them;
 - (C) all benefits in respect of the Insurances to the extent that they relate to any of its Mortgaged Property and all claims and returns of premiums in respect of them;
 - (D) the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with the Mortgaged Property or the use of its Mortgaged Property and the right to recover and receive all compensation which may be payable to it in respect of them;
 - (E) its rights under any appointment of a managing agent of its Mortgaged Properties including, without limitation, its rights, in relation to its Mortgaged Properties, against the Estate Manager under the Management Agreement;
 - (F) its rights under the building, professional and other contracts in relation to its Mortgaged Properties;
 - (G) in the case of the Intermediate Borrower, all its rights and interest under any loan arrangement with any other Obligor;
 - (H) in the case of the Intermediate Borrower, all moneys standing to the credit of any account of the Intermediate Borrower with any person and the debts represented by them;
 - (I) all its rights under each Development Document;

Company: Canary Wharf (DS5) Limited
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- (J) in the case of each DS5 Borrower, its rights under the DS5 Facility Agreement, the DS5 Debenture and the DS5 Intercreditor Deed;
- (K) 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;
- (L) in the case of each Land Trustee, its rights under each Land Trust Deed;
- (M) in the case of CWCL, its rights under each Development Document;
- (N) in the case of each Construction Company, its rights and interests in:
 - (i) each Development Document;
 - (ii) each Completion Cash Fund Account; and
 - (iii) each Contractor General Account; and
- (O) in the case of CWIL:
 - (i) all Shares held by it and/or any nominee on its behalf in any Land Trustee Holdco; and
 - (ii) all Shares held by it and/or any nominee on its behalf in any Overriding Headlease Holdco or any Construction Company.

2. 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 or the Deed (in the case of its Mortgaged Property) or the Permitted Security Interests; 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

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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.

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SCHEDULE 3

THE 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
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

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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
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	2127410
Canary Wharf Contractors Limited	2352250

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SCHEDULE 4

REAL PROPERTY

BUILDING B1 - 1 WESTFERRY CIRCUS

Property Interest	Title Number	Proprietor
Freehold of Building known as 1 Westferry Circus being the property comprised in a transfer dated 28 January 2000 between (1) Canary Wharf Investments Limited and (2) CWCB Investments (B1) Limited	EGL403252	CWCB Investments (B1) Limited
Lease of Building known as 1 Westferry Circus	EGL303886	CWCB Investments (B1) Limited
Lease of Building known as 1 Westferry Circus	EGL304426	CWCB Investments (B1) Limited
Overriding Lease of Floors 3-8 and levels P1, P2 and P3, 1 Westferry Circus dated 19 January 2000 between (1) Canary Wharf Limited (2) CWCB Leasing (B1) Limited (3) Canary Wharf Management Limited	Not registrable	CWCB Leasing (B1) Limited
Overriding Lease of Ground Floor and Floors 1 and 2, 1 Westferry Circus dated 19 January 2000 between (1) Canary Wharf Limited (2) CWCB Leasing (B1) Limited (3) Canary Wharf Management Limited	Not registrable	CWCB Leasing (B1) Limited
BUILDING B4/B4A: 17 COLUMBUS COURTYARD		
Freehold of Building known as 17 Columbus Courtyard	EGL382798	CWCB Investments (B4) Limited

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Property Interest	Title Number	Proprietor
BUILDING DS6 : 33 CANADA SQUARE		
Freehold of Building known as 33 Canada Square being the property comprised in a transfer dated 6 June 2000 between (1) Canary Wharf Investments Limited and (2) CWCB Investments (DS6) Limited	EGL409188	CWCB Investments (DS6) Limited
Lease of Whole of Building known as 33 Canada Square	EGL357770	Canary Wharf (DS6) T1 Limited and Canary Wharf (DS6) T2 Limited
Agreement for Underlease of Building known as 33 Canada Square dated 13 March 1998 between (1) Canary Wharf Limited (2) Barclays Capital Leasing (No. 166) Limited (3) Canary Wharf Management Limited and (4) Canary Wharf (DS6) T1 Limited and Canary Wharf (DS6) T2 Limited as varied by Deeds of Variation dated 8 March 1999, 1 November 1999, 17 December 1999 and 6 June 2000	Not applicable	CWCB Properties (DS6) Limited
Lease of whole of Building known as 33 Canada Square dated 6 June 2000 between (1) Canary Wharf (DS6) T1 Limited and Canary Wharf (DS6) T2 Limited (2) Canary Wharf Management Limited and (3) CWCB Leasing (DS6) Limited	EGL409259	CWCB Leasing (DS6) Limited
BUILDING RT1 : CABOT PLACE AND CABOT SQUARE CAR PARK		
Freehold of Building known as Cabot Place	EGL357827	Cabot Place Holdings Limited
Lease of Cabot Square Car Park	EGL372929	Canary Wharf (Car Parks) Limited
Lease of Retail Area	EGL372938	Cabot Place Holdings Limited
Underlease of Retail Area (subject to a	EGL326709 (save for	Cabot Place Limited

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Property Interest	Title Number	Proprietor
Deed of Surrender dated 6 June 2000 in respect of Cabot Hall)	part relating to Cabot Hall)	
BUILDING RT2 : CANADA SQUARE RETAIL AND CAR PARK		
Freehold	EGL409187	CWCB Investments (RT2) Limited
Lease of Main Retail Area as described in a transfer of part dated 6 June 2000 between (1) Canary Wharf Limited (2) CWCB Leasing (RT2) Limited (3) Canary Wharf Management Limited and (4) Canary Wharf Investments Limited	EGL409190	CWCB Leasing (RT2) Limited
Lease of Canada Square car park as described in a transfer of part dated 6 June 2000 between (1) Canary Wharf Limited (2) Canary Wharf (Car Parks) Limited (3) Canary Wharf Management Limited and (4) Canary Wharf Investments Limited	EGL409189	Canary Wharf (Car Parks) Limited
Lease of Link to Jubilee Line Station dated 6 June 2000 between (1) Canary Wharf Investments Limited (2) Canary Wharf Limited (3) CW Investments (Phase 1) Limited and (4) Canary Wharf Management Limited assigned also on 6 June 2000 to Canary Wharf Limited and then to CWCB Leasing (RT2) Limited	EGL409186	CWCB Leasing (RT) Limited
Lease of Main Retail Area	EGL394232	Cabot Place (RT2) Limited
Lease of Link to Jubilee Line Station dated 27 March 2000 between (1) Canary Wharf Limited (2) Canary Wharf Management Limited and (3) Cabot Place (RT2) Limited	EGL407012	Cabot Place (RT2) Limited
BUILDING DS7 : ONE CANADA SQUARE		
Lease of Retail Area	EGL366934	Cabot Place Holdings Limited

Company: Canary Wharf (DS5) Limited
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Property Interest	Title Number	Proprietor
Underlease of Retail Area	EGL383908	Cabot Place Limited
BUILDING FC2 : 5 NORTH COLONNADE AND 10 CABOT SQUARE		
Lease of Unit FC2:P:10	EGL328033	Cabot Place Holdings Limited
Underlease of Unit FC2:P:10	EGL315564	Cabot Place Limited
Lease of 9 Cabot Square	EGL321029	Cabot Place Limited
Lease of Units FC2:S:20 and FC2:P:35	EGL372920	Cabot Place Holdings Limited
Underlease of Unit FC2:S:20 dated 23 December 1997 between (1) Canary Wharf Limited (2) Cabot Place Limited and (3) Canary Wharf Management Limited	Not registrable	Cabot Place Limited
Underlease of Unit FC2:P:35	EGL371748	Cabot Place Limited
Lease of Units FC2:S:30 and FC2:S:40	EGL372917	Cabot Place Holdings Limited
Underlease of Units FC2:S:30 and FC2:S:40 dated 9 April 1999 between (1) Cabot Place Holdings Limited (2) Canary Wharf Management Limited and (3) Cabot Place Limited	EGL399398	Cabot Place Limited
Lease of Units FC2:P:35, 40, 70	EGL366797	Cabot Place Holdings Limited
Underlease of Units FC2:P:35, 40, 70	EGL340911	Cabot Place Limited
BUILDING FC4 - 20 CABOT SQUARE		
Lease of Unit FC4:P:10	EGL323904	Cabot Place Holdings Limited
Underlease of Unit FC4:P:10	EGL306692	Cabot Place Limited
Lease of Units FC4:S:40 and FC4:S:50	EGL372959	Cabot Place Holdings Limited
Underlease of Unit FC4:S:40 dated 15 October 1998 between (1) Canary Wharf Limited (2) Canary Wharf Management Limited and (3) Cabot Place Limited	Not registrable	Cabot Place Limited

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Continuation Sheet: 20

Property Interest	Title Number	Proprietor
Lease of Units FC4:P:20, FC4:S:30 and FC4:S:60	EGL372957	Cabot Place Holdings Limited
Underlease of Unit FC4:P:20	EGL369434	Cabot Place Limited
Underlease of Unit FC4:S:30	EGL369220	Cabot Place Limited
Underlease of Unit FC4:S:60	EGL369228	Cabot Place Limited
Lease of Unit FC4:P:80	EGL323690	Cabot Place Limited
Lease of Unit FC4:P:40	EGL372950	Cabot Place Holdings Limited
Underlease of Unit FC4:P:40	EGL293377	Cabot Place Limited
Underlease of Unit FC4:S:55 dated 27 April 1999 between (1) Cabot Place Holdings Limited (2) Canary Wharf Management Limited and (3) Cabot Place Limited	Not Registrable	Cabot Place Limited
BUILDING FC6 : 30 THE SOUTH COLONNADE		
Lease of all retail units (save for FC6:P:20)	EGL366924	Cabot Place Holdings Limited
Underlease of Unit FC6:P:15	EGL367116	Cabot Place Limited
Underlease of Unit FC6:S:30	EGL369379	Cabot Place Limited
Lease of Unit FC6:P:20	EGL366898	Cabot Place Holdings Limited
Underlease of Unit FC6:P:20	EGL340908	Cabot Place Limited
BUILDING B2 : 7 WESTFERRY CIRCUS		
Lease of Retail Areas	EGL366919	Cabot Place Holdings Limited
Underlease of Unit B2:S:40 dated 19 March 1998 between (1) CWC SPVf Limited (2) Canary Wharf Management Limited (3) Cabot Place Limited	Not registrable	Cabot Place Limited
Underlease of Unit B2:S:30:70/75 dated 27 February 1998 between (1) CWC	Not registrable	Cabot Place Limited

Company: Canary Wharf (DS5) Limited
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Continuation Sheet: 21

Property Interest	Title Number	Proprietor
SPVf Limited (2) Canary Wharf Management Limited (3) Cabot Place Limited		
Underlease of Unit B2:S:20 dated 9 July 1998 between (1) Cabot Place Holdings Limited (2) Canary Wharf Management Limited (3) Cabot Place Limited	Not registrable	Cabot Place Limited
Underlease of Unit B2:S:50 dated 4 April 2000 between (1) Cabot Place Holdings Limited (2) Canary Wharf Management Limited (3) Cabot Place Limited	Not registrable	Cabot Place Limited
WESTFERRY CIRCUS CAR PARK		
Freehold	EGL357832	CWCB Investments (Car Parks) Limited
Lease of Westferry Circus Car Park	EGL357833	Canary Wharf (Car Parks) Limited

BUILDING DS1 - 5 CANADA SQUARE

Property Interest	Title Number	Proprietor	Date of and parties to instrument where title not yet registered
Freehold	EGL316757 (part) (pending under EGL425048)	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)	Lease dated 12 June 2001 between Canary Wharf

Company: Canary Wharf (DS5) Limited
Registered Number: 3719075
Continuation Sheet: 22

	(pending under EGL425039)	Limited	Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (DS1) Limited (3) and Canary Wharf Management Limited (4)
Lease - Legal title	EGL316758 (part) (pending under EGL425042)	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	EGL316757 (part) (pending under EGL425047)	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	EGL416534	Canary Wharf Investments (DS5)	

Company: Canary Wharf (DS5) Limited
Registered Number: 3719075
Continuation Sheet: 23

		Limited	
Lease - Legal title	EGL416533	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	EGL298294 (part) (pending under EGL425043)	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 (pending under EGL425040)	Canary Wharf Investments (WF9) Limited	Lease dated 12 June 2001 between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (WF9) Limited (3) and Canary Wharf Management Limited (4)

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Continuation Sheet: 24

Lease - legal title	EGL298293 (part) (pending under EGL425041)	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	

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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. 03719075

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL COMPOSITE DEBENTURE DATED THE 28th FEBRUARY 2002 AND CREATED BY CANARY WHARF (DS5) LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OF CANARY WHARF LIMITED TO CREDIT SUISSE FIRST BOSTON INTERNATIONAL, MORGAN STANLEY UK GROUP AND CITIBANK, N.A. (EACH A RENTAL UNDERTAKING PROVIDER AND TOGETHER THE RENTAL UNDERTAKING PROVIDERS) 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 15th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th MARCH 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

*Post
AB*



Companies House
— for the record —