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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

3

4218829

Name of company

* CWCB Properties (DS1) Limited (the "Company")

Date of creation of the charge

12 June 2001

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

First Supplemental Floating Charge dated 12 June 2001 (the "Charge") between the Company and the other companies listed therein and Bankers Trustee Company Limited as security trustee for each of the Beneficiaries (the "Security Trustee").

Amount secured by the mortgage or charge

Please see Schedule 1

London-3/729265/01

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

Postcode E14 5AB ~~EC2N 2DB~~

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

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ

AJXF/NA/C4395/00911/PT

Time critical reference

For official
Mortgage S



Short particulars of all the property mortgaged or charged

Please see Schedule 2

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in black type, or
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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, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by any Chargor or by some other person) of the relevant Obligors and which are either owed to the relevant Beneficiary or the benefit of which are held by that Beneficiary on trust for the person or persons to whom or to which they are owed (the "**Obligations**").

2. DEFINITIONS

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

"Additional Charging Subsidiary"

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

"Beneficiaries"

means each of the Initial Beneficiaries, the Further Beneficiaries and the New Beneficiaries, each a "**Beneficiary**";

"Borrower"

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

"Charging Subsidiary"

means an Original Charging Subsidiary, a New Charging Subsidiary or an 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 dated 6 June 2000 between, inter alios, the Borrower and the Issuer as supplemented by a supplemental composite debenture dated 12 June 2001 between inter alios, the Borrower and the Issuer;

"Chargor"

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

"Floating Charge Trust Deed"

means the floating charge trust deed dated 6th June, 2000 between the Security Trustee, the Initial Beneficiaries and the Original Charging Subsidiaries as amended and supplemented by the floating charge trust deed dated 12 June 2001 between the Security Trustee, the Initial Beneficiaries and the Chargors;

"FT Charged Assets"

means the assets and undertaking of the Company for the time being charged by way of floating security under the Charge;

"FT Receiver"

means an administrative receiver or a receiver or manager of the whole of substantially the whole of the FT Charged Assets of the Company appointed under the Floating Charge Trust Deed by the Security Trustee, which term will include any appointee made under a joint appointment by the Security Trustee;

"Further Beneficiaries" means Citibank, N.A., Credit Suisse First Boston International and Morgan Stanley UK Group;

"Initial Beneficiaries"

means the companies listed in Part A of Schedule 1 of the Floating Charge Trust Deed;

"Intercompany Loan Agreement"

means the intercompany loan agreement dated 6th June, 2000 between among others, the Borrower, Trustee and the Original Charging Subsidiaries and amended and restated by the restated intercompany loan agreement dated 12 June 2001 between, among others, the Issuer, the Borrower, the Trustee and the Charging Subsidiaries;

"Issuer"

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

"New Beneficiary"

means each person which executes a New Beneficiary Accession Deed;

"New Beneficiary Accession Deed"

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

"New Charging Subsidiary"

means each of the Companies set out in Part B of Schedule 3.

"Obligor"

means the Borrower or a Charging Subsidiary;

"Original Charging Subsidiary"

means the companies listed in Part A of Schedule 3 hereto;

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) charges in favour of the Security Trustee (as trustee for the Beneficiaries) 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.

2. POWER OF ATTORNEY

The following Power of Attorney has been incorporated by reference from the floating charge agreement dated 6 June 2000 between the Original Charging Subsidiaries and the Security Trustee:

The Company has irrevocably appointed the following:

- 2.1.1 the Security Trustee;
- 2.1.2 each and every person to whom the Security Trustee has from time to time delegated the exercise of the power of attorney; and
- 2.1.3 any FT Receiver appointed under the Charge and for the time being holding office as such,

jointly and severally to be the attorney or attorneys of the Company and in their name and otherwise on their behalf and as their act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Security Trustee or any FT Receiver appointed under the Charge considers expedient or desirable) for:

- (a) carrying out any obligation imposed on any Company by or pursuant to the Charge;
- (b) carrying into effect any sale, lease, charge or other dealing by the Security Trustee or such FT Receiver;
- (c) conveying or transferring any legal estate or other interest in land or other property;
- (d) getting in the FT Charged Assets; and
- (e) generally for enabling the Security Trustee and the FT Receiver to exercise the respective powers conferred on them by or pursuant to the Charge or by law.

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

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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. 04218829

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIRST SUPPLEMENTAL FLOATING CHARGE DATED THE 12th JUNE 2001 AND CREATED BY CWC B PROPERTIES (DS1) LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE RELEVANT OBLIGORS (AS DEFINED) TO BANKERS TRUSTEE COMPANY LIMITED AS SECURITY TRUSTEE FOR EACH OF THE BENEFICIARIES (THE SECURITY TRUSTEE) IN ANY OTHER CAPACITY WHATSOEVER 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 —

A handwritten signature in black ink, appearing to be 'C. G.' or similar.