

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

Name of company

\* Canary Wharf (BP1) T2 Limited (the "Chargor")

4370718

Date of creation of the charge

22nd March, 2002

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

Security Agreement dated 22nd March, 2002 between (amongst others) the Chargor and the Secured Party (as defined below) (the "Security Agreement").

Amount secured by the mortgage or charge

All present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Trustees to the Secured Party under the Intercompany Loan Agreement (the "Secured Liabilities").

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

Canary Wharf Holdings (BP1) Limited of 30th Floor, One Canada Square, Canary Wharf, London (the "Secured Party")

Postcode E14 5AB

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

Ref: 946796.1

Time critical reference

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0327  
10/04/02

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Please see continuation sheets.

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

Allen & Overy

Date

9th April, 2002

On behalf of ~~XXXXXX~~ [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

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**1. Creation of fixed security**

The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Secured Party:

- (a) by way of a second legal mortgage:
  - (i) the property specified in the Schedule to this Form 395; and
  - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in sub-paragraph (i) above) now or hereafter belonging to it;
- (b) by way of a second fixed charge:
  - (i) (to the extent that they are not the subject of an effective mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
  - (ii) all plant and machinery owned by it and its interest in any plant or machinery in its possession;
  - (iii) all moneys standing to the credit of any account with any person and the debts represented by them;
  - (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
  - (v) all its book and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by them in relation to any of the foregoing;
  - (vi) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
  - (vii) its goodwill;
  - (viii) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset 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; and
  - (ix) its uncalled capital.

**2. Assignment**

The Chargor assigns absolutely to the Secured Party by way of second security all its rights under the Standby Agreement for Lease and the Standby Lease relating to the Mortgaged Property to which it is a party.

**Company: Canary Wharf (BP1) T2 Limited**  
**Continuation Sheet 2**

**NB**

- (1) The Chargor shall not, except as permitted under the Credit Agreement or as otherwise waived by the Finance Parties:
- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Security Agreement and Security Interests notified to the Secured Party prior to the date of the Security Agreement; or
  - (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset or permit the same to occur.
- (2) A reference in the Security Agreement to a charge or mortgage of any freehold or leasehold property includes:
- (i) all buildings and Fixtures on that property;
  - (ii) the proceeds of sale of any part of that property; and
  - (iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.
- (3) The terms of any side letters between any parties in relation to any Finance Document are incorporated in the Charge to the extent required to ensure that any purported disposition of the Mortgaged Property contained in the charge is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (4) The charges, mortgages and assignments granted by the Chargor under the Security Agreement are given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

In this Form 395:

**"Affiliate"**

means a Subsidiary or a holding company (as defined in Section 736 of the Companies Act 1985) of a person and any other Subsidiary of that holding company.

**"Agent"**

means Eurohypo Aktiengesellschaft Europäische Hypotheken Bank der Deutschen Bank, London Branch.

**"Agreement for Lease"**

means, in relation to the Site, an agreement to grant an Occupational Lease or Leases for all or part of the Site.

**"Banks"**

means the financial institutions listed in schedule 1 of the Credit Agreement.

**Company: Canary Wharf (BP1) T2 Limited**  
**Continuation Sheet 3**

**"Borrower"**

means Canary Wharf Holdings (BP1) Limited (Registered in England and Wales No. 4066771).

**"Commitment"**

means, subject to the provisions of the Syndication Agreement:

- (a) in relation to a Bank which is a Bank on the date of the Credit Agreement, the amount in Sterling set out opposite its name in schedule 1 of the Credit Agreement and the amount of any other Bank's Commitment acquired by it under clause 29 (Changes to the Parties) of the Credit Agreement; and
- (b) in relation to a Bank which becomes a Bank after the date of the Credit Agreement, the amount of any other Bank's Commitment acquired by it under clause 29 (Changes to the Parties) of the Credit Agreement,

to the extent not cancelled, transferred or reduced under the Credit Agreement.

**"Contractorco"**

means Canary Wharf Contractors (BP1) Limited (Registered in England and Wales No. 4066332).

**"Counterparty"**

means:

- (a) Barclays Bank PLC, Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch, Citibank N.A., London Branch, Credit Suisse First Boston, London Branch, Deutsche Bank AG, London Branch, HSBC Bank plc, Morgan Stanley & Co International Limited, National Westminster Bank Plc or The Royal Bank of Scotland plc; or
- (b) an Affiliate of an entity named in paragraph (a) above which assumes any obligation of such entity under, and in accordance with any Hedging Arrangements to which that entity is party, the obligations of which Affiliate under the relevant Hedging Arrangements are guaranteed in full by that entity to the satisfaction of the Agent (acting reasonably) in circumstances where the Agent (acting reasonably) is also satisfied that such arrangement does not prejudice the interests of the other Finance Parties,

in each case if it has become an additional Counterparty in accordance with clause 29.6 (Additional Counterparties) of the Credit Agreement in its capacity as a counterparty to Hedging Arrangements.

**"Credit Agreement"**

means the £1,000,000,000 Credit Agreement originally dated 3rd November, 2000 (as amended and restated by a supplemental agreement dated 4th October, 2001) between (amongst others) the Agent and the parties to the Security Agreement.

**"CWCL Charge"**

means a legal charge executed or to be executed by CWCL in favour of the Agent with respect to the Development, substantially in the form of schedule 16 of the Credit Agreement.

**Company: Canary Wharf (BP1) T2 Limited**  
**Continuation Sheet 4**

**"CWCL"**

means Canary Wharf Contractors Limited (Registered in England and Wales No. 2352250).

**"CWG"**

means Canary Wharf Group plc (Registered in England and Wales No. 3114622).

**"CWHL"**

means Canary Wharf Holdings Limited (Registered in England and Wales No. 2798284).

**"CWIL"**

means Canary Wharf Investments Limited (Registered in England and Wales No. 2127410).

**"CWL"**

means Canary Wharf Limited (Registered in England and Wales No. 1971312).

**"CWL Charge"**

means a legal charge executed or to be executed by CWL in favour of the Agent with respect to the Site, substantially in the form of schedule 13 of the Credit Agreement.

**"Debenture"**

means a debenture executed or to be executed by each of the SPVs relating to the Site in favour of the Agent, substantially in the form of schedule 12 of the Credit Agreement.

**"Development"**

means, the construction on the Development in relation to Parcel BP1, Canary Wharf, London E14.

**"Facility Administrator"**

means CWL.

**"Fee Letter"**

means the letter dated the date of the Credit Agreement between the Joint Arrangers and the Facility Administrator setting out the amount of various fees referred to in clause 22 (Fees) of the Credit Agreement.

**"Finance Document"**

means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) a Subordination Deed;

**Company: Canary Wharf (BP1) T2 Limited**  
**Continuation Sheet 5**

- (d) any Hedging Arrangement;
- (e) a Novation Certificate;
- (f) the Syndication Letter;
- (g) the Syndication Agreement;
- (h) the Fee Letter; or
- (i) any other document designated as such by the Agent and the Borrower or the Facility Administrator.

**"Finance Party"**

means a Joint Arranger, a Bank, a Counterparty or the Agent.

**"Fixtures"**

means all fixtures and fittings (including trade fixtures and fittings but excluding all tenants' trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property.

**"Hedging Arrangements"**

means any interest rate hedging arrangements entered into by the Borrower in connection with interest payable by it under the Credit Agreement.

**"HQPL"**

means Heron Quays Properties Limited (Registered in England and Wales No. 2276627).

**"Intercompany Loan Agreement"**

means the £407,000,000 intercompany loan agreement dated 22nd March, 2002 between the Secured Party and the Trustees.

**"Insurances"**

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

**"Investorco 1"**

means Canary Wharf Investment Holdings (BP1) Limited (Registered in England and Wales No. 4370808).

**"Investorco 2"**

means Canary Wharf Investments (BP1) Limited (Registered in England and Wales No. 43707828).

**Company: Canary Wharf (BP1) T2 Limited**  
**Continuation Sheet 6**

**"Joint Arrangers"**

means Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch, Eurohypo Aktiengesellschaft Europäische Hypotheken Bank der Deutschen Bank, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc.

**"Leaseco"**

means Canary Wharf Leasing (BP1) Limited (Registered in England and Wales No. 4370790).

**"Loan"**

means the principal amount of each borrowing (including capitalised interest added to that amount pursuant to clause 9.3 (Capitalisation of interest) of the Credit Agreement) by the Borrower under the Credit Agreement or the principal amount outstanding of that borrowing.

**"Mortgaged Property"**

means any freehold or leasehold property the subject of the security created by the Security Agreement.

**"Novation Certificate"**

has the meaning given to it in clause 29.3 (Procedure for novations) of the Credit Agreement.

**"Obligor"**

means the Facility Administrator, a Parent Guarantor, an SPV or CWCL.

**"Occupational Lease"**

means, in relation to the Site, any occupational lease or licence or other right of occupation to which the Site may be subject from time to time.

**"Parent Guarantor"**

means CWG, CWHL, CWIL, CWL or HQPL.

**"Security Assets"**

means all assets of the Chargor the subject of any security created by the Security Agreement.

**"Security Document"**

means:

- (a) the Debenture;
- (b) the CWL Charge;
- (c) the CWCL Charge;
- (d) the Shares Charge; or



**Company: Canary Wharf (BP1) T2 Limited**  
**Continuation Sheet 7**

(e) any other document designated as such by the Agent and the Borrower.

**"Security Interest"**

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

**"Shares Charge"**

means a fixed charge over the shares of the Borrower, the Contractorco and the Investorco 1 entered into or to be entered into between CWIL and the Agent substantially in the form of schedule 17 of the Credit Agreement.

**"Site"**

means the parcel of land known as BP-1 Canary Wharf, London E14.

**"SPV"**

means, subject to clause 29.7 of the Credit Agreement (Release of SPVs), the Borrower, the Subco, a Trustee, the Leaseco, the Contractorco, the Investorco 1 or the Investorco 2.

**"Standby Agreement for Lease"**

means, in relation to the Site, the agreement for underlease entered into or to be entered into between the Developer, the Trustees and the Leaseco, subject to and with the benefit of any Agreement for Lease or Occupational Lease.

**"Standby Lease"**

means, in relation to the Site, an underlease granted or to be granted by the Developer and the Trustees to the Leaseco in accordance with the terms of the Standby Agreement for Lease.

**"Subco"**

means Canary Wharf (BP1) Limited (Registered in England and Wales No. 4066322).

**"Subordination Deed"**

means, in relation to the Development, the subordination deed entered into or to be entered into between (amongst others) one or more Parent Guarantors as subordinated creditors, one or more SPVs as debtors and the Agent, substantially in the form of schedule 18 of the Credit Agreement.

**"Supplemental Agreement"**

means the supplemental agreement dated 4th October, 2001 between (amongst others) the parties to the Security Agreement.

**"Syndication Agreement"**

means an agreement entered into or to be entered into between the Obligors, the Joint Arrangers, the original Banks, certain new Banks and the Agent, in substantially the form set out in the Syndication Letter.

**Company: Canary Wharf (BP1) T2 Limited**  
**Continuation Sheet 8**

**"Syndication Letter"**

means the letter dated the date of the Credit Agreement between the Joint Arrangers and the Facility Administrator relating to the process of syndicating the Commitments and the Loans.

**"Trustees"**

means the Chargor and Canary Wharf (BP1) T1 Limited (Registered in England and Wales No. 4370722).

**Company: Canary Wharf (BP1) T2 Limited**  
**Continuation Sheet 9**

**SCHEDULE**

The whole of the property (being the bare legal title only) transferred by a Transfer (on Form TP1) of Parcel BP1, Canary Wharf, London E14 dated 22nd March, 2002 and made between Canary Wharf Limited (1) Canary Wharf (BP1) T1 Limited and Canary Wharf (BP1) T2 Limited (2) and Canary Wharf Management Limited (3) comprising parts of Title Number EGL 316758.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04370718

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 22nd MARCH 2002 AND CREATED BY CANARY WHARF (BP1) T2 LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE TRUSTEES TO THE FINANCE PARTIES 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 10th APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th APRIL 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

L.C  
MB