

M

COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

410

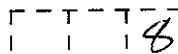
Please do not
write in
this margin

Pursuant to section 410 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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

132920

Name of company

* FIRST TOWER GP(1) LIMITED

*
insert full name
of company

Date of creation of the charge (note 1)

27th December 1995

Description of the instrument (if any) creating or evidencing the charge (note 1)

Fixed and Floating Charge Debenture (the "Debenture")

Amount secured by the charge

The "Liabilities", which are defined in the Debenture as meaning all moneys, debts and liabilities which now are or have been or at any time hereafter may be or become due, owing or incurred by any Obligor to the Lender in any manner whatsoever under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise).

Names and addresses of the persons entitled to the charge

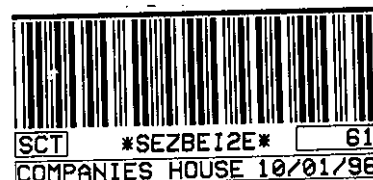
European Investment Bank

100 Boulevard Konrad Adenauer

Luxembourg

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

Dundas & Wilson CS
Saltire Court, 20 Castle Terrace
EDINBURGH EH1 2EN
Tel: 0131 228 8000
Ref: SJP/DIC/E0529.000

For official Use
Charges Section

Short particulars of all the property charged.

See Continuation Sheet No. 1

Please do not
write in
this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

See Paragraphs (i) to (iv) of Note (1) on Continuation Sheets No. 1 and No. 2

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

Signed

Dundar e Wilson CS

Date 10/11/96

On behalf of ~~[company]~~ [chargee]†

† delete as
appropriate

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. The address of the Registrar of Companies is: -

Companies Registration Office,
37 Castle Terrace,
Edinburgh EH1 2EB

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

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

Company number

132920

Name of Company

FIRST TOWER GP(1)

Limited*

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

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

(1) by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 2 of the Debenture (and listed in Note (4) in the attached continuation sheets)) now belonging to it

(2) by way of first fixed equitable charge, all Real Property now belonging to it (except that charged by paragraph (1) above) and all Real Property acquired by it after the date of the Debenture

(3) (subject to paragraphs (i) and (ii) of Note (1) below) by way of first fixed charge:-

- (a) all Book Debts (except those assigned by paragraph (5) below) and Bank Accounts
- (b) all its present and future Investments, Rights attaching or relating to Investments and all cash or other Investments hereafter belonging to the Company and deriving from Investments or such Rights
- (c) all its present and future uncalled capital and goodwill
- (d) all its present and future Intellectual Property and the benefit of all present and future licences and sub-licences of Intellectual Property granted either by or to it
- (e) any beneficial interest of the Company in any pension fund
- (f) all its present and future plant and machinery (except that charged by paragraphs (1) and (2) above)
- (g) all of its present and future interest in the First Tower Limited Partnership and all distributions made by or on behalf of the First Tower Limited Partnership to the Company whether in cash or in specie both present and in the future and
- (h) all its present and future right, title and interest in the Funding Agreement

(4) by way of first floating charge, its undertaking and all its Assets, both present and future (including Assets expressed to be charged by paragraphs (1) to (3) above or assigned by paragraph (5) below)

(5) by way of assignment in equity as security for the payment and discharge of all Liabilities:-

- (a) all its present and future right, title and interest in and to the Development Documents Trust including all Rights under the Development Documents Trust Deed, all moneys which at any time may be or become payable to it pursuant thereto and the net proceeds of any claims, awards and judgments which may at any time be receivable or received by it pursuant thereto
- (b) all its present and future right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits thereof (including all claims of whatsoever nature relating thereto and returns of premium in respect thereof)
- (c) all its present and future right, title and interest in and to the EZA Indemnities and Warranties and
- (d) all its present and future Rights in relation to its Real Property (except those charged by paragraphs (1) and (2) above), including all Rights against all past, present and future undertenants of its Real Property and their respective guarantors and/or sureties.

Note (1): The Debenture provides that:-

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company number

132920

* delete if
inappropriate

Name of Company

FIRST TOWER GP(1)

Limited*

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

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

(i) The floating Charges created by the Debenture shall rank behind all the fixed Charges created by or pursuant to the Debenture (including the assignments under paragraph (5) above) but shall rank in priority to any other Security created by a Relevant Obligor after the date of the Debenture except for:-

(a) Security permitted by paragraph (iii) of this Note (1) to rank in priority and

(b) Security created by a receiver and ranking in priority.

(ii) The Charge over the Banks Charged EZA Rights is subject to the Banks EZA Charge.

(iii) No Relevant Obligor shall create or have outstanding any Security on, over or with respect to any of its present or future Assets except for:-

(a) the Charges, and

(b) any other Security permitted to be created by it under Clause 12.2 of the Loan Agreement.

(iv) No Relevant Obligor shall sell, factor, discount, transfer, assign, lease or hire out, lend or otherwise dispose of any of its present or future Assets nor agree to do any of the foregoing except that each Relevant Obligor may make any disposals permitted under Clause 12.3 of the Loan Agreement.

(v) The Lender may by notice to any Relevant Obligor convert the floating Charge created by that Relevant Obligor under the Debenture into a fixed Charge as regards such Charged Assets as shall be specified (whether generally or specifically) in that notice (1) if it considers that it would be necessary to do so in order to protect or preserve the Charges over those Charged Assets or the priority of those Charges and/or (2) on or at any time when the Charges are enforceable. If, without the prior consent in writing of the Lender, any Relevant Obligor creates any Security in breach of paragraph (iii) above over any of the Charged Assets not expressed to be subject to a fixed Charge under the Debenture, or attempts to do so, or if any Person levies or attempts to levy any distress, attachment, execution or other legal process against any of those Charged Assets, the floating Charge created by the Debenture over the Charged Assets the subject of such Security or process shall automatically, without notice, be converted into a fixed Charge instantly such event occurs.

Note (2): In this Form and its Continuation sheets, except to the extent that the context requires otherwise:-

"Account Bank" means Barclays Bank PLC at 54 Lombard Street, London

"Assets" means, in relation to any Person, all or any part of its business, undertaking, property, assets, revenues, Rights and uncalled capital, wherever situated

"Bank Accounts" means any current, deposit or other accounts (including the Security Accounts) now or hereafter held by any Relevant Obligor (either alone or jointly with any other Relevant Obligor) with any Person (including the Account Bank and Lender) and all balances now or hereafter standing to the credit of any such current, deposit or other account

"Banks Charged EZA Rights" means the Security Assets as defined in the Banks EZA Charge

"Banks EZA Charge" means the Charge and Assignment between CWI2, CWI3 and CWI4 and Lloyds Bank Plc as Security Agent dated on or about the date of the Debenture

"Book Debts" means all book and other debts of any nature whatsoever (excluding Bank

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company number

132920

Name of Company

FIRST TOWER GP(1)

Limited*

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

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Accounts), now or hereafter due or owing to any of the Relevant Obligors, all other rights to receive money and the benefit of all negotiable instruments, Rights, Security, guarantees and indemnities of any nature whatsoever now or hereafter enjoyed or held by it in relation thereto

"Borrower" means CWE SPV HCo Limited a company incorporated in England with registered no. 3123311

"Charged Assets" means Assets from time to time subject, or expressed to be subject, to the Charges or any part of those Assets

"Charges" means all or any of the charges, assignments or other Security created (or expressed to be created), or which may at any time be created (or expressed to be created), by or pursuant to the Debenture

"CNA" means Continental Casualty Company

"CNA Charge" means the debenture dated 27 December 1995 by CWH and the other companies defined therein as "Companies", Bankers Trustee Company Limited and Continental Casualty Company

"CNA Lenders" means the lenders under the documents relating to the loan in a maximum amount of £220,000,000 being made available to CWH by CNA and the CNA Lenders

"Copthall" means Copthall Overseas Limited, a company registered in England under number 2144156

"Copthall EZA Charge" means the charge over deposits dated 30 March 1995 by CWI4 given in favour of Copthall over the CWI4 EZA Account

"CWH" means Canary Wharf Holdings Limited a company registered in England under number 2798284

"CWI2" means Canary Wharf Investments (Two) Limited, a company registered in England under number 2863616

"CWI3" means Canary Wharf Investments (Three), a company registered in England under number 2455786

"CWI4" means Canary Wharf Investments (Four) Limited, a company registered in England under number 02388957

"CWIL" means Canary Wharf Investments Limited, a company registered in England under number 2127410

"CWL" means Canary Wharf Limited, a company registered in England under number 1971312

"CWML" means Canary Wharf Management Limited, a company registered in England under number 2067510

"CWI3 EZA Account" means the account of CWI3 with Midland Bank PLC, Whitefriargate Branch, Hull, no. 31328379

"CWI4 EZA Account" means the account of CWI4 with Robert Fleming & Co. Limited no. 40268

"Development Documents Trust" means the trust created by the Development Documents Trust Deed

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

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410 (Scot)

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

Company number

132920

Name of Company

FIRST TOWER GP(1)

Limited*

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

* delete if
inappropriate

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

"Development Documents Trust Deed" means the Declaration of Trust dated 22 December 1995 by Canary Wharf Limited and Canary Wharf Contractors Limited in favour of, amongst others, some of the Relevant Obligors over the benefit of certain development documents

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

"EIB Security Documents" means the Debenture, the debenture by CWH, CWL and CWIL in favour of the Lender dated 27 December 1995, the debenture by Seven Westferry Circus Limited in favour of the Lender dated 27 December 1995, the debenture by CWML in favour of the Lender dated 27 December 1995, the debenture by CWH, CWML and others in favour of the Lender dated 27 December 1995, the Account Agreement between the Borrower, the Account Bank and others dated 27 December 1995, and any other Security that may at any time be given to the Lender as security for all or any part of the obligations of the Obligors under the Finance Documents

"EZA Indemnities and Warranties" means the Sale and Purchase Agreement dated 5 May 1994 between CWI2, CWH, Beverley House Investments Limited, Farnsworth Investments Limited and Northern Foods Plc, the Purchaser's Deed of Indemnity dated 5 May 1994 in favour of CWI2 from Northern Foods Plc, Beverley House Investments Limited and Farnsworth Investments Limited and any other rights of action against Northern Foods Plc, Beverley House Investments Limited and Farnsworth Investments in respect of any EZA Transaction relating to CWI3

"EZA Transaction" means a disposal of any of the EIB Assets (as defined in the Loan Agreement), the purpose of which is to give the investor the right to claim allowances under Section 1 of the Capital Allowances Act 1990

"Finance Documents" means:

- (i) the Loan Agreement
- (ii) the Guarantee by CWH and others in favour of the Lender dated 27 December 1995
- (iii) the agreement between the Lender, CWH, CWI Holdings Plc and the Borrower dated 27 December 1995 relating to the issue of certain warrants (the "Warrant Agreement") and each Public Warrant and the Private Warrant (in each case as defined in the Warrant Agreement)
- (iv) the CWL Deed of Covenant between CWL and the Lender dated 27 December 1995 and the CWE SPV(g)/CWE SPV(h) Deed of Covenant between CWE SPVg Limited, CWE SPVh Limited and the Lender dated 27 December 1995
- (v) the Intercreditor Agreement dated 27 December 1995 between the Lender, CNA, each member of the Group and others
- (vi) the deed of priorities dated 27 December 1995 between CWL, CWIL, London Underground Limited, London Regional Transport, the Lender and others
- (vii) the EIB Security Documents
- (ix) the Deed of Subordination entered into by members of the Group and the Lender dated 27 December 1995
- (x) the deed of priorities dated 27 December 1995 between Northern Foods Plc, Lloyds Bank Plc as agent and the Lender
- (xi) the deed of priorities dated 27 December 1995 between Bankers Trustee Company Limited, CNA, W&G Lease Finance Limited, The Royal Bank of Scotland plc, the Lender, CWL, CWIL and CWH

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 5
to Form No 395 and 410 (Scot)

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

Company number

132920

Name of Company

FIRST TOWER GP(1)

Limited*

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

* delete if
inappropriate

This image shows a completely blank white page. It is surrounded by a thick black border, which appears to be the edge of a scanner or a frame. There are no markings, text, or illustrations on the page itself.

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

(xii) the Funding Agreement

"First Tower Limited Partnership" means the limited partnership registered under number LP4087 in England under the Limited Partnership Act 1907

"Fixtures" means, in relation to any Person, the fixtures, fittings (including trade fixtures and fittings), and fixed plant, machinery and apparatus belonging to it

"Funding Agreement" means the funding agreement dated 27 December 1995 between CWE SPVSUPER HCo Limited and the other Relevant Obligors described therein, the Lender and CWH, CWL and CWIL

"Group" means, at any particular time, CWH and all its subsidiaries and subsidiary undertakings (and **"member of the Group"** shall be construed accordingly)

"Guarantor" means each Person who is a guarantor under the terms of the Guarantee referred to in paragraph (ii) of the definition of "Finance Documents" above

"Insurances" means all contracts and policies of insurance relating to Real Property of any kind now or hereafter taken out by or on behalf of any of the Relevant Obligors or (to the extent of its interest) in which any of the Relevant Obligors now or hereafter has an interest

"Intellectual Property" means patents and registered designs, copyrights, unregistered designs, semi-conductor topographies, rights in trademarks whether registered or not, goodwill and rights in confidential information (to the extent that it is possible to charge the same) and know-how and any associated or similar rights which may now or hereafter exist (including, where applicable, applications and rights to apply therefor)

"Investments" means (a) shares, stock and debentures (including debenture stock, loan stock, bonds, notes and certificates of deposit), (b) warrants, options or other Rights to subscribe for, purchase, call for delivery of or otherwise acquire shares, stock or debentures, (c) all Rights relating to shares, stock or debentures which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager or other similar Person or the holder of any Security or such holder's nominee, in each case whether or not on a fungible basis (including rights against any such Person) and (d) any other securities in, of or created by any Person

"Lender" means European Investment Bank, its successors and assigns

"Loan Agreement" means the Amended and Restated Facility Agreement dated 27 December 1995 made between the Borrower and the Lender

"Northern Foods EZA Charges" means the charges dated 5 May 1994 and 17 October 1994 by CWI3 given in favour of Northern Foods Plc over the CWI3 EZA Account

"Obligor" means the Borrower and the Guarantors and each other Person (other than the Lender, CNA, the CNA Lenders, London Underground Limited, London Regional Transport and Seven Westferry Circus Limited), which is a party to any of the Finance Documents

"Person" includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality)

"Real Property" means, in relation to any Relevant Obligor, all or any part of its freehold and leasehold property in England and Wales and other real property anywhere in the world and any estate or interest therein and any reference to Real Property includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings, and all Fixtures

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

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 6
to Form No 395 and 410 (Scot)

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

Company number

132920

Name of Company

FIRST TOWER GP(1)

Limited*

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

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

belonging to that Relevant Obligor from time to time therein or thereon

"Relevant Obligors" means the First Tower Limited Partnership and the companies described in Note (3) below

"Rights" means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever)

"Security" includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (including any "flawed asset" arrangement)

"Security Accounts" means the accounts numbered 00046736, 00969796, 60256803, 30344796, 80885797, and 10512834 of the Borrower with the Account Bank, the CWI3 EZA Account and the CWI4 EZA Account and any other account required or permitted under the Loan Agreement

and any reference to any agreement or document is a reference to the relevant agreement or document as from time to time amended, supplemented, novated, restated or replaced and includes a reference to any document which amends, supplements, novates, restates, replaces or is entered into, made or given pursuant to or in accordance with any of the terms of, the relevant agreement or document.

Note (3): The Relevant Obligors which are party to the Debenture are as follows:-

CWE SPVSUPER HCo Limited	(Registered No. 3123346)
CWE SPV HCo Limited	(Registered No. 3123311)
CWE SPVa Limited	(Registered No. 3123352)
CWE SPVb Limited	(Registered No. 3123333)
CWE SPVc Limited	(Registered No. 3123343)
CWE SPVd Limited	(Registered No. 3123296)
CWE SPVe Limited	(Registered No. 3123330)
CWE SPVf Limited	(Registered No. 3123299)
CWE SPVg Limited	(Registered No. 3123286)
CWE SPVh Limited	(Registered No. 3123281)
Canary Wharf Investments (Four) Limited	(Registered No. 02388957)
First Tower Limited Partnership	
First Tower T1 Limited	(Registered No. 2550906)
First Tower T2 Limited	(Registered No. 2558070)
First Tower GP(1) Limited	(Registered No. 132920(SC))
First Tower GP(2) Limited	(Registered No. 132921(SC))
First Tower LP(1) Limited	(Registered No. 122077(SC))
First Tower LP(2) Limited	(Registered No. 125164(SC))
First Tower LP(3) Limited	(Registered No. 129388(SC))
First Tower LP(4) Limited	(Registered No. 118423(SC))
First Tower LP(5) Limited	(Registered No. 127062(SC))
First Tower LP(6) Limited	(Registered No. 127489(SC))
First Tower LP(7) Limited	(Registered No. 127807(SC))
First Tower LP(8) Limited	(Registered No. 118257(SC))
First Tower LP(9) Limited	(Registered No. 118428(SC))
First Tower LP(10) Limited	(Registered No. 118426(SC))
First Tower LP(11) Limited	(Registered No. 122181(SC))
First Tower LP(12) Limited	(Registered No. 129378(SC))
Canary Wharf Investments (Two) Limited	(Registered No. 2863616)
Canary Wharf Investments (Three)	(Registered No. 2455786)
CWC SPVa Limited	(Registered No. 3123292)

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

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 7
to Form No 395 and 410 (Scot)

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

Company number

132920

Name of Company

FIRST TOWER GP(1)

Limited*

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

* delete if
inappropriate

1

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Note (4): The Real Property specified in Schedule 2 to the Debenture is as follows:

CWE SPVa Limited

1. All that freehold property known as One Canada Square, Canary Wharf, London E14 being the property comprised in a transfer dated 22 December 1995 and made between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) CWE SPVa Limited (3) and Canary Wharf Limited (4) and more particularly described in such transfer forming part of the property registered at HM Land Registry with Title Absolute under Title Number EGL 200721.

CWE SPVf Limited

2. All that freehold property known as 30 The South Colonnade, Canary Wharf, London E14 being the property comprised in a transfer dated 22 December 1995 and made between Canary Wharf Investments Limited (1) Canary Wharf Management Limited (2) CWE SPVf Limited (3) and Canary Wharf Limited (4) and more particularly described in such transfer forming part of the property registered at HM Land Registry with Title Absolute under Title Number EGL 200721.

Canary Wharf Investments (Three)

3. All that leasehold property known as floors 9 and 10, 10 Cabot Square, Canary Wharf, London E14 being the property comprised in a lease dated 24 August 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) and shown for the purpose of identification only edged red and secondly coloured yellow on the plans marked 2 and 3 attached thereto as the same is in the course of registration at HM Land Registry under Title Number EGL 328032.

4. All that leasehold property known as floors 6 and 7, 7 Westferry Circus, Canary Wharf, London E14 being the property comprised in a lease dated 5 May 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease as the same is in the course of registration at HM Land Registry under Title Number EGL 323837.

5. All that leasehold property known as floors 7, 8 and 9, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 5 May 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease as the same is in the course of registration at HM Land Registry under Title Number EGL 323889.

6. All that leasehold property known as floors 11, 12, 14, 15 and 16, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 24 August 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investment (Two) Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease as the same is in the course of registration at HM Land Registry under Title Number EGL 328030.

7. All that leasehold property known as floor 28, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 5 May 1994 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease as the same is in the course of registration at HM Land Registry under Title Number EGL 323838.

8. All that leasehold property known as parts of floors B-1 and M-1, One Canada Square, Canary Wharf, London E14 being part of the property demised by a lease dated

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

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 8
to Form No 395 and 410 (Scot)

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

Company number

132920

Name of Company

FIRST TOWER GP(1)

Limited*

* delete if
inappropriate

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

Please do not
write in this
binding margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

1

22 August 1991 and made between First Tower T1 Limited and First Tower T2 Limited (1) and Canary Wharf Limited (2) as the same was comprised in a transfer dated 24 August 1994 and made between Canary Wharf Limited (1) Canary Wharf Investments (Three) (2) and shown for the purpose of identification only edged red on the plan attached thereto as the same is in the course of registration at HM Land Registry under Title Number EGL 328029.

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

Canary Wharf Investments (Four) Limited

9. All that leasehold property known as floors 18 to 24 (inclusive), One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 30 March 1995 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Investments (Two) Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease as the same is in the course of registration at HM Land Registry under Title Number EGL 336772.

CWE SPVb Limited

10. All that leasehold property known as floors 5 to 30 (inclusive) and parts of floors B-1 and M-1, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 22 December 1995 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) CWE SPVb Limited (3) and Canary Wharf Management Limited (4) and shown for the purpose of identification only edged red on the plan attached thereto.

CWE SPVd Limited

11. All that leasehold property known as floors 6 and 7, 7 Westferry Circus, Canary Wharf, London E14 being the property comprised in a lease dated 22 December 1995 and made between Seven Westferry Circus Limited (1) Canary Wharf Limited and Seven Westferry Circus (No. 2) Limited (2) CWE SPVd Limited (3) and Canary Wharf Management Limited (4) and shown for the purpose of identification only edged red on the plan attached thereto.

CWE SPVe Limited

12. All that leasehold property known as floors 9 and 10, 10 Cabot Square, Canary Wharf, London E14 being the property comprised in a lease dated 22 December 1995 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) CWE SPV(e) (3) and Canary Wharf Management Limited (4) and shown for the purpose of identification only edged red and secondly coloured yellow on the plans marked 2 and 3 attached thereto.

FLTP Companies

13. All that leasehold property known as floors 5, 6, 25, 26, 27, 29 and 30, One Canada Square, Canary Wharf, London E14 being part of the property demised by a lease dated 17 July 1987 as varied and made between Legibus 925 Limited (1) and The Canary Wharf Development Company Limited (2) as the same was comprised in a transfer dated 22 August 1991 and made between Olympia & York Canary Wharf Limited (1) and First Tower T1 Limited and First Tower T2 Limited (2) and more particularly described in the transfer and registered at HM Land Registry with Title Absolute under Title Number EGL 293373 SAVE AND EXCEPTING those parts of the property contained in a Deed of Surrender dated 22 December 1995 and made between First Tower T1 Limited and First Tower T2 Limited (1) and Canary Wharf Investments Limited (2).

14. All that leasehold property known as floor 10, One Canada Square, Canary Wharf, London E14 being part of the property demised by a lease dated 17 July 1987 as varied and made between Legibus 925 Limited (1) and The Canary Wharf Development Company Limited (2) as the same was comprised in a transfer dated 8 December 1991 and made between Olympia & York Canary Wharf Limited (1) and First Tower T1 Limited

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 9
to Form No 395 and 410 (Scot)

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

Company number

132920

* delete if
inappropriate

Name of Company

FIRST TOWER GP(1)

Limited*

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

This image shows a completely blank white page. It is surrounded by a thick black border, which appears to be the edge of a scanner or a frame. There are no markings, text, or illustrations on the page itself.

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

and First Tower T2 Limited (2) and more particularly described in the lease and registered at HM Land Registry with Title Absolute under Title Number EGL 295305 SAVE AND EXCEPTING those parts of the property contained in a Deed of Surrender dated 22 December 1995 and made between First Tower T1 Limited and First Tower T2 Limited (1) and Canary Wharf Investments Limited (2).

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

CWE SPVc Limited

15. All that leasehold property known as floors 5, 6, 10, 25, 26, 27, 29 and 30, One Canada Square, Canary Wharf, London E14 being part of the property demised by a lease dated 22 December 1995 and made between First Tower T1 Limited and First Tower T2 Limited (1) Canary Wharf Limited (2) and Canary Wharf Management Company Limited (3) as the same was comprised in a transfer also dated 22 December 1995 and made between Canary Wharf Limited (1) and CWE SPVc Limited (2) and more particularly described in the lease.

CWC SPVa Limited

16. All that leasehold property known as One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 22 December 1995 and made between Canary Wharf Investment Limited (1) Canary Wharf Limited (2) CWC SPVa Limited (3) and Canary Wharf Management Limited (4) and more particularly described in the lease.



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 132920

I hereby certify that a charge created by

FIRST TOWER GP (1) LIMITED

on 27 DECEMBER 1995

for securing

ALL SUMS DUE OR TO BECOME DUE BY THE COMPANY AND OTHERS

in favour of EUROPEAN INVESTMENT BANK

was delivered pursuant to section 410 of the Companies Act, 1985,
on 10 JANUARY 1996

Signed at Edinburgh
12 JANUARY 1996

Stuart S. Smith
For Registrar of Companies



C O M P A N I E S H O U S E

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC132920 CHARGE: 8

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
10/01/1996		27/12/95 FLOATING CHARGE		ALL SUMS DUE OR TO BECOME DUE BY THE COMPANY AND OTHERS	FIXED AND FLOATING CHARGES ON ASSETS..... SEE CH MICROFICHE FOR FULL DETAILS	EUROPEAN INVESTMENT BANK
FIXED AND FLOATING CHARGE DEBENTURE						

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC132920 CHARGE: 8

(8) In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	(9) In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act
SEE CH MICROFICHE						