

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 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

17

3253119

Name of company

* CWC SPVc Limited (the Company)

Date of creation of the charge

25 May 2005

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

Fifth Supplemental Composite Debenture dated 25 May 2005 made between the Intermediate Borrower and each of the parties listed in Schedule 1 attached hereto (the Fifth Supplemental Composite Debenture).

Amount secured by the mortgage or charge

The payment of the Secured Liabilities (as defined In Schedule 4 attached hereto).

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

Canary Wharf Finance II plc, whose registered office is at One Canada Square, Canary Wharf, London

Postcode E14 5AB

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

Allen & Overy LLP
40 Bank Street
London
E14 5NR

13658-00814 ICM: 1696264

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

L028P520

0428
09/06/05

CHFP025

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

Please see Schedule 2 attached hereto.

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 LLP Date 7 June 2005

On behalf of [company] ~~XXXXXXXXXXXX~~ †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1 – PARTIES TO THE FIFTH SUPPLEMENTAL COMPOSITE DEBENTURE

- (1) **CW LENDING II LIMITED** (the **Borrower**);
- (2) **THE COMPANIES LISTED IN PART 1 of SCHEDULE 1** (each an **Original Charging Subsidiary** and together the **Original Charging Subsidiaries**);
- (3) **THE COMPANY LISTED IN PART 2 of SCHEDULE 1** (the **New Charging Subsidiary**);
- (4) **THE COMPANIES LISTED IN PART 3 of SCHEDULE 1** (each a **Second New Charging Subsidiary** and together the **Second New Charging Subsidiaries**);
- (5) **THE COMPANIES LISTED IN PART 4 OF SCHEDULE 1** (each a **Third New Charging Subsidiary** and together the **Third New Charging Subsidiaries**);
- (6) **THE COMPANIES LISTED IN PART 5 OF SCHEDULE 1** (each a **Fourth New Charging Subsidiary** and together the **Fourth New Charging Subsidiaries**);
- (7) **CWCB FINANCE II LIMITED** (the **Intermediate Borrower**)
- (8) **CANARY WHARF LIMITED** in its capacity as cash manager (the **Cash Manager**)
- (9) **CANARY WHARF FINANCE II plc** (the **Issuer**); and
- (10) **DEUTSCHE TRUSTEE COMPANY LIMITED**, formerly known as Bankers Trustee Company Limited (the **Trustee** which expression shall include such company and all other persons and companies for the time being acting under the Fifth Supplemental Composite Debenture in the capacity of the trustee or trustees).

PART 1

ORIGINAL CHARGING SUBSIDIARIES

| Company | Registered Number |
|--------------------------------|--------------------------|
| 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 |
| CWCB Finance II Limited | 3605340 |

PART 2

NEW CHARGING SUBSIDIARY

| Company | Registered Number |
|----------------------|--------------------------|
| Canary Wharf Limited | 1971312 |

PART 3

SECOND NEW CHARGING SUBSIDIARIES

| Company | Registered Number |
|--|--------------------------|
| Heron Quays Properties Limited | 2276627 |
| HQCB Investments Limited | 4353135 |
| Heron Quays Holdings (HQ1) Limited | 4292532 |
| Heron Quays (HQ1) Limited | 4293673 |
| Heron Quays (HQ1) T1 Limited | 4290561 |
| Heron Quays (HQ1) T2 Limited | 4290537 |
| HQCB Properties (HQ1) Limited | 4290533 |
| Heron Quays Holdings (HQ2) Limited | 4292540 |
| Heron Quays (HQ2) Limited | 4290532 |
| Heron Quays (HQ2) T1 Limited | 4290562 |
| Heron Quays (HQ2) T2 Limited | 4290529 |
| HQCB Properties (HQ2) Limited | 4290530 |
| Heron Quays Holdings (HQ4) Limited | 4292545 |
| Heron Quays (HQ4) Limited | 4290559 |
| Heron Quays (HQ4) T1 Limited | 4290518 |
| Heron Quays (HQ4) T2 Limited | 4290517 |
| HQCB Properties (HQ4) Limited | 4290525 |
| Heron Quays Holdings (HQ5) Limited | 4292549 |
| Heron Quays (HQ5) Limited | 4290560 |
| Heron Quays (HQ5) T1 Limited | 4290516 |
| Heron Quays (HQ5) T2 Limited | 4290515 |
| HQCB Properties (HQ5) Limited | 4290522 |
| Canary Wharf Investments Limited | 2127410 |
| Canary Wharf Contractors (HQ2) Limited | 4140257 |
| Canary Wharf Contractors Limited | 2352250 |

PART 4

THIRD NEW CHARGING SUBSIDIARIES

| Company | Registered Number |
|------------------------------------|--------------------------|
| Heron Quays Holdings (HQ3) Limited | 4292543 |
| Heron Quays (HQ3) Limited | 4290556 |
| Heron Quays (HQ3) T1 Limited | 4290524 |
| Heron Quays (HQ3) T2 Limited | 4290523 |
| HQCB Properties (HQ3) Limited | 4525220 |
| HQCB Investments Limited | 4353135 |
| Canary Wharf Limited | 1971312 |
| HQCB Properties (HQ4(2)) Limited | 4525215 |
| HQCB Properties (HQ5(2)) Limited | 4525202 |
| Canary Wharf Investments Limited | 2127410 |
| Heron Quays Properties Limited | 2276627 |

PART 5

FOURTH NEW CHARGING SUBSIDIARIES

| | |
|-------------------------------|---------|
| CWC SPVa Limited | 3123292 |
| CWC SPVc Limited | 3253119 |
| CWE SPVc Limited | 3123343 |
| CW Properties DS7F Limited | 3441707 |
| CW Leasing DS7F Limited | 3441740 |
| CW Properties DS7B Limited | 3441686 |
| CW Leasing DS7B Limited | 3441728 |
| CWCB Properties (DS7) Limited | 5437705 |

SCHEDULE 2 – SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1.1 Creation of fixed security

(a) Under **Clause 2.1** of the Fifth Supplemental Composite Debenture, the Company, as security for the payment of all the Secured Liabilities, charges in favour of the Issuer:

(i) by way of a first legal mortgage:

(A) the property held by it specified in Schedule 3 of this form 395; and

(B) all estates or interests in any freehold or leasehold property (except any Charged Property specified in sub-paragraph (A) above) now or hereafter belonging to it;

(ii) by way of a first fixed charge:

(A) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;

(B) all plant and machinery owned by it at its Mortgaged Property and its interest in any plant or machinery in its possession at its Mortgaged Property;

(C) all moneys, and any Eligible Investments representing any amount, standing to the credit of any account (including, without limitation, the Security Accounts) with any person and the debts represented by them;

(D) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;

(E) all of its book and other debts, the proceeds of the same and all other moneys due and payable to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;

(F) any beneficial interest, claim or entitlement of it, in any pension fund;

(G) its goodwill;

(H) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of its Charged Property specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them;

(I) its uncalled capital;

(J) its rights under any appointment of a managing agent of the Mortgaged Property including, without limitation, its rights, in relation to its Mortgaged Properties, against the Estate Manager under the Management Agreement;

(K) all its rights and interest under any loan arrangement with any Obligor; and

(L) its rights under any interest rate hedging arrangements.

(b) As security for the payment of all the Secured Liabilities:

(i) the Borrower charges in favour of the Issuer all its rights and interests to all monies, and any Eligible Investments representing any amount, standing to the credit of the Coverage Reserve Account and the debts represented by them, provided that any interest amounts earned in respect of such monies or Eligible Investments shall be permitted to be paid to the Rental Receipts Account; and

(ii) the Intermediate Borrower charges in favour of the Issuer all its rights and interest under any loan arrangement with any other Obligor.

1.2 Assignment

Under **Clause 2.2** of the Fifth Supplemental Composite Debenture, the Borrower, the Intermediate Borrower and the Company, as security for the payment of all the Secured Liabilities, assigns to the Issuer by way of first ranking security:

(a) all Rental Income that it receives or is entitled to in relation to the Fourth New Mortgaged Property; and

(b) any guarantee of Rental Income contained in or relating to any Occupational Lease in relation to the Fourth New Mortgaged Property.

1.3 Miscellaneous

(a) A reference in the Fifth Supplemental Composite Debenture 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 any Obligor in respect of that property or any moneys paid or payable in respect of those covenants.

(b) There shall be excluded from the scope of the security created pursuant to **Clauses 2.1** (Creation of Fixed Security) and **2.2** (Assignment) of the Fifth Supplemental Composite Debenture, all Non-Rental Income and any Rental Income which, as a result of the operation of **Clause 11.2(a)(iv)** (Payments into the Borrower Accounts) of the Intercompany Loan Agreement is not required to be paid into the Rental Receipts Account.

1.4 Duration

The undertakings in **Clause 4** of the Fifth Supplemental Composite Debenture remain in force throughout the Security Period.

1.5 Restrictions on dealing

(a) Under **Clause 4** of the Fifth Supplemental Composite Debenture, the Company shall not:

- (i) 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 Fifth Supplemental Composite Debenture (in the case of its Mortgaged Property) or the Permitted Security Interests; or
- (ii) subject to **Clauses 17.9** (Transactions similar to security) **17.10** (Disposals), **17.16** (Occupational Leases) and **17.20** (Substitution, release and addition of new Mortgaged Property) of the Intercompany Loan Agreement, sell, transfer, grant, (otherwise than in respect of concessionary car parking rights and privileges in the normal operation of the Estate) lease or otherwise dispose of its Charged Property or any debt of the Borrower arising under or pursuant to **Clause 11.2(a)(ii)** (Payment into the Borrower Accounts) of the Intercompany Loan Agreement.

2. POWER OF ATTORNEY

Under **Clause 16** of the Fifth Supplemental Composite Debenture, the Company, by way of security, irrevocably and severally appoints the Issuer, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the relevant Fourth New Charging Subsidiary is obliged to take under the Fifth Supplemental Composite Debenture, including under **Clause 15** (Further Assurances) of the Fifth Supplemental Composite Debenture. The Company ratifies and confirms whatever any attorney properly does or purports to do pursuant to its appointment under **Clause 16** of the Fifth Supplemental Composite Debenture.

SCHEDULE 3 – REAL PROPERTY – PROPERTY INTERESTS

DS7

ONE CANADA SQUARE - THE TOWER (DS7)

1. **Freehold - CWC SPVa Limited**

Property description: All that freehold property known as One Canada Square, Canary Wharf, London E14 being the property comprised in a transfer dated 30 June 1998 from CWE SPVa Limited (1) to CWC SPVa Limited (2), registered at the Land Registry under Title Number EGL343413.

2. **Overriding Lease of Floors 5, 6, 10, 25, 26, 27, 29 and 30 – CWCB Properties (DS7) Limited**

Property description: All that leasehold property known as Floors 5, 6, 10, 25, 26, 27, 29 and 30, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 5 September 1996 and made between First Tower T1 Limited and First Tower T2 Limited (1) CWE SPV HCo Limited (2) Canary Wharf Management Limited (3) CWE SPVc Limited (4) and CWE SPVb Limited (5), as the same is registered at the Land Registry under Title Number EGL350220.

3. **Lease of Floors 5, 6, 10, 25, 26, 27, 29 and 30 - CWE SPVc Limited**

Property description: All that leasehold property known as Floors 5, 6, 10, 25, 26, 27, 29 and 30, One Canada Square, Canary Wharf, London E14 being the property comprised in 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 Limited (3), as the same is registered at the Land Registry under title number EGL343401.

4. **Overriding Underlease of Floors 7, 8 and 9 - CWCB Properties (DS7) Limited**

Property description: 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 23 May 2005 and made between Canary Wharf Investments (Three) (1), CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3) as the same will be registered at the Land Registry.

5. **Overriding Underlease of Floor 28 – CWCB Properties (DS7) Limited**

Property description: All that leasehold property known as Floor 28, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 23 May 2005 and made between Canary Wharf Investments (Three) (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

6. **Overriding Underlease of Floors 11-16 and of part of Floor M1 and part of Level B1 - CWCB Properties (DS7) Limited**

6.1 *Property description:* 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 23 May 2005 and made between Canary Wharf Investments (Three) (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

6.2 All that leasehold property known as part of Floor M1 and part of Level B1, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 23 May 2005 and made

between Canary Wharf Investments (Three) (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

7. Overriding Underlease of Floors 18-24 - CWCB Properties (DS7) Limited

Property description: 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 23 May 2005 and made between Canary Wharf Investments (Four) Limited (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

8. Overriding Lease of Floor 17 and Floors 32-35 - CWC SPVc Limited

Property description: The bare legal estate only in the leasehold property known as Floor 17 and Floors 32-35, One Canada Square, Canary Wharf, London E14 comprised in a lease dated 6 October 1997 made between CWC SPVb Limited and CWC SPVb Limited (1) Canary Wharf Limited (2) CWC SPVh Limited (3) and Canary Wharf Management Limited (4), as the same is registered at the Land Registry under Title Number EGL365262.

9. Agreement for Lease of Floor 17 and Floors 32-35 - CW Properties DS7F Limited

Property description: Agreement for the grant of a Lease of Floor 17 and Floors 32-35 One Canada Square, Canary Wharf, London E14 dated 7 October 1997 made between Canary Wharf Limited (1) Robert Fleming (Overseas) No. 2 Limited (2) CW Properties DS7F Limited (3) and Canary Wharf Management Limited (4).

10. Agreement for Lease of Floor 17 and Floors 32-35 - CWCB Properties (DS7) Limited

Property description: Agreement for the grant of a lease of Floor 17 and Floors 32-35 One Canada Square, Canary Wharf, London E14 dated 23 May 2005 made between Canary Wharf Properties DS7F Limited (1) CWCB Properties (DS7) Limited (2) Canary Wharf Management Limited (3) and Canary Wharf Limited (4).

11. Pass Through Lease of Floor 17 and Floors 32-35 - CW Leasing DS7F Limited

Property description: All that leasehold property known as Floor 17 and Floors 32-35 One Canada Square, Canary Wharf, London E14 comprised in a lease dated 7 October 1997 made between Canary Wharf Limited (1) Canary Wharf Limited (as 1987 Lease Tenant) (2) CW Leasing DS7F Limited (3) and Canary Wharf Management Limited (4), as the same is registered at the Land Registry under Title Number EGL365265.

12. Overriding Lease of Floors 36-49 - CWC SPVc Limited

Property description: The bare legal estate only in the leasehold property known as floors 36-49 One Canada Square, Canary Wharf, London E14 comprised in a lease dated 29 September 1997 made between CWC SPVb Limited (1) Canary Wharf Limited (2) CWC SPVe Limited (3) and Canary Wharf Management Limited (4), as the same is registered at the Land Registry under Title Number EGL364740.

13. Agreement for Lease of Floors 36-49 - CW Properties DS7B Limited

Property description: Agreement for the grant of a Lease of Floors 36-49 One Canada Square, Canary Wharf, London E14 dated 30 September 1997 and made between Canary Wharf Limited (1) Mercantile Leasing Company (No. 165) Limited (2) CW Properties DS7B (3) and Canary Wharf Management Limited (4).

14. Agreement for Lease of Floors 36-49 - CWCB Properties (DS7) Limited

Property description: Agreement for the grant of a lease of Floors 36-49 One Canada Square, Canary Wharf, London E14 dated 23 May 2005 made between Canary Wharf Properties DS7B Limited (1) CWCB Properties (DS7) Limited (2) Canary Wharf Management Limited (3) and Canary Wharf Limited (4).

15. Pass Through Lease of Floors 36-49 - CW Leasing DS7B Limited

Property description: All that leasehold property known as Floors 36-49 One Canada Square, Canary Wharf, London E14 comprised in a lease dated 30 September 1997 and made between Canary Wharf Limited (1) Canary Wharf Limited (as 1987 Lease Tenant) (2) CW Leasing DS7B Limited (3) and Canary Wharf Management Limited (4), as the same is registered at the Land Registry under Title Number EGL364745.

16. Overriding Underlease of Floor 31 - CWCB Properties (DS7) Limited

Property description: All that leasehold property known as Floor 31, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 23 May 2005 made between CWC SPVe Limited (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

17. Overriding Underlease of Floor 50 - CWCB Properties (DS7) Limited

Property description: All that leasehold property known as Floor 50, One Canada Square, Canary Wharf, London E14, being the property comprised in a lease dated 23 May 2005 and made between CWC SPVa Limited (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

SCHEDULE 4 – DEFINITIONS

A1 Loan means the principal amount of each borrowing by the Borrower under the Class A1 Tranche or the principal amount outstanding of that borrowing;

A3 Loan means the principal amount of each borrowing by the Borrower under the Class A3 Tranche or the principal amount outstanding of that borrowing;

A5 Loan means the principal amount of each borrowing by the Borrower under the Class A5 Tranche or the principal amount outstanding of that borrowing;

Account Bank means Barclays Bank PLC acting through its London Customer Service Centre at P.O. Box 544, 54 Lombard Street, London EC3V 9EX or any successor or replacement bank agreed by the Issuer, the Trustee and the Borrower under Clause 11.7 of the Intercompany Loan Agreement;

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 and in the context of the Cash Management Agreement, means any person which accedes to the Composite Debenture and the Floating Charge Agreement pursuant to a Deed of Accession;

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

Agreement for Lease means an agreement to grant an Occupational Lease in respect of all or part of a New Mortgaged Property and/or a Second New Mortgaged Property and/or a Third New Mortgaged Property and/or the Fourth New Mortgaged Property;

B Loan means the principal amount of each borrowing by the Borrower under the Class B Tranche or the principal amount outstanding of that borrowing;

B2 Loan means the principal amount of each borrowing by the Borrower under the Class B2 Tranche or the principal amount outstanding of that borrowing;

Borrower means CW Lending II Limited of One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 3929555);

Borrower's Accounts means the Rental Receipts Account, the Cash Collateral Account and the Coverage Reserve Account or, as the context so requires, any one or more of them;

business day means:

- (a) a day (other than a Saturday or a Sunday or a Jewish Holy Day listed in the Schedule to the Conditions) which is a TARGET Settlement Date on which banks are open for business in the City of London; or
- (b) a day (other than a Saturday or Sunday or a Jewish Holy Day listed in the Schedule to the Conditions) on which banks are open for business in the City of London and (in the case of Class A5 Notes only) New York City;

C1 Loan means the principal amount of each borrowing by the Borrower under the Class C1 Tranche or the principal amount outstanding of that borrowing;

Canary Wharf Group or Group or CW Group mean any, or all, of CWGP and all of its Subsidiaries;

Cash Collateral Account means, from time to time, the account in the name of the Borrower and maintained with the Account Bank having account no: 80548650, or any account at any branch of the Account Bank or at a Qualified Bank which replaces the same;

Cash Management Agreement means the Original Cash Management Agreement as amended and restated by the Restated Cash Management Agreement, as further amended and restated by the Second Restated Cash Management Agreement, as further amended and restated by the Third Restated Cash Management Agreement, as further amended and restated by the Fourth Restated Cash Management Agreement and as further amended and restated by the Fifth Restated Cash Management Agreement and as further varied, supplemented, amended and restated from time to time;

Cash Manager means, initially, CWL and thereafter any Successor Cash Manager appointed pursuant to Clauses 21 and 22 of the Cash Management Agreement;

Charged Property means all assets of the Obligors that are the subject of any security created by the Original Composite Debenture, all assets of the New Charging Subsidiaries that are the subject of any security created by the First Supplemental Composite Debenture, all assets of the Second New Charging Subsidiaries that are the subject of any security created by the Second Supplemental Composite Debenture, all assets of the Third New Charging Subsidiaries that are the subject of any security created by the Third Supplemental Composite Debenture and all assets of the Fourth New Charging Subsidiaries that are the subject of any security created by the Fourth Supplemental Composite Debenture or the Fifth Supplemental Composite Debenture;

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

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

Chargor means:

- (a) in the context of the Share Charge, Holdings; and
- (b) in the context of the Floating Charge Agreement and the Floating Charge Trust Deed, the Original Chargors, the New Chargors, the Second New Chargors, the Third New Chargors and the Fourth New Chargors; and
- (c) in the context of the charges granted by CWIL over shares held by it and/or any nominee on its behalf, CWIL;

Class A Notes means the Class A1 Notes and/or the Class A3 Notes and/or the Class A5 Notes and **Class A Note** means any one of them;

Class A1 Notes means the First Issue Class A1 Notes, the Second Issue Class A1 Notes and the Third Issue Class A1 Notes and **Class A1 Note** means any one of them;

Class A1 Tranche means the facility referred to in Clause 2.1(a) (Facilities) of the Intercompany Loan Agreement;

Class A3 Notes means the Second Issue Class A3 Notes and the Third Issue Class A3 Notes and **Class A3 Note** means any one of them;

Class A3 Tranche means the facility referred to in Clause 2.1(b) (Facilities) of the Intercompany Loan Agreement;

Class A5 Notes means the U.S\$579,000,000 Class A5 Floating Rate First Mortgage Debentures due October 2033 which are constituted by the Second Supplemental Trust Deed or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class A5 Temporary Global Note (or any part thereof), the Class A5 Permanent Global Note (or any part thereof) and any Class A5 Definitive Notes (or any of them) and **Class A5 Note** means any one of them;

Class A5 Permanent Global Note means the permanent global note issued in respect of the Class A5 Notes by the Issuer pursuant to the provisions of Clause 8 of the Second Supplemental Trust Deed and substantially in the form set out in the Second Schedule thereto;

Class A5 Temporary Global Note means the temporary global note to be issued in respect of the Class A5 Notes by the Issuer pursuant to the provisions of Clause 8 of the Second Supplemental Trust Deed and substantially in the form set out in the First Schedule thereto;

Class A5 Tranche means the facility referred to in Clause 2.1(c) (Facilities) of the Intercompany Loan Agreement;

Class B Notes means the First Issue Class B Notes and/or the Third Issue Class B Notes and **Class B Note** means any one of them;

Class B Tranche means the facility referred to in Clause 2.1(g) (Facilities) of the Intercompany Loan Agreement;

Class B2 Definitive Notes or **Definitive B2 Notes** means the bearer notes in definitive form to be issued in respect of the Class B2 Notes pursuant to, and in the circumstances specified in, the provisions of Clause 4 of the Fifth Supplemental Trust Deed and includes any replacements for Class B2 Definitive Notes issued pursuant to Condition 13 of the Notes;

Class B2 Notes means the £110,000,000 Class B2 Stepped Coupon Floating Rate First Mortgage Debentures due April 2030 issued on the Fourth Further Closing Date and constituted by the Fifth Supplemental Trust Deed, or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class B2 Temporary Global Note (or any part thereof), the Class B2 Permanent Global Note (or any part thereof) and any Class B2 Definitive Notes (or any of them) and **Class B2 Note** means any one of them;

Class B2 Permanent Global Note means the permanent global note issued in respect of the Class B2 Notes by the Issuer pursuant to the provisions of Clause 4 of the Fifth Supplemental Trust Deed and substantially in the form set out in Schedule 2 thereto;

Class B2 Temporary Global Note means the temporary global note issued in respect of the Class B2 Notes by the Issuer pursuant to the provisions of Clause 4 of the Fifth Supplemental Trust Deed and substantially in the form set out in Schedule 1 thereto;

Class B2 Tranche means the facility referred to in Clause 2.1(e) (Facilities) of the Intercompany Loan Agreement;

Class C1 Notes means the £225,000,000 Class C1 Stepped Coupon Floating Rate First Mortgage Debentures due April 2030 issued on the Fourth Further Closing Date and constituted by the Fifth Supplemental Trust Deed or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class C1 Temporary Global Note (or any part thereof), the Class C1 Permanent Global Note (or any part thereof) and any Class C1 Definitive Notes (or any of them) and **Class C1 Note** means any one of them;

Class C1 Permanent Global Note means the permanent global note issued by the Issuer in respect of the Class C1 Notes pursuant to the provisions of Clause 4 of the Fifth Supplemental Trust Deed and substantially in the form set out in Schedule 2 thereto;

Class C1 Temporary Global Note means the temporary global note issued in respect of the Class C1 Notes by the Issuer pursuant to the provisions of Clause 4 of the Fifth Supplemental Trust Deed and substantially in the form set out in Schedule 1 thereto;

Class C1 Tranche means the facility referred to in Clause 2.1(f) (Facilities) of the Intercompany Loan Agreement;

Class D1 Definitive Notes means any bearer notes in definitive form to be issued in respect of the Class D1 Notes and includes any replacements issued therefor;

Class D1 Notes means the £25,000,000 Class D1 Stepped Coupon Floating Rate First Mortgage Debentures due October 2033 issued on the Fourth Further Closing Date and constituted by the Fifth Supplemental Trust Deed or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class D1 Temporary Global Note (or any part thereof), the Class D1 Permanent Global Note (or any part thereof) and any Class D1 Definitive Notes (or any of them) and **Class D1 Note** means any one of them;

Class D1 Permanent Global Note means the permanent global note issued in respect of the Class D1 Notes by the Issuer pursuant to the provisions of Clause 4 of the Fifth Supplemental Trust Deed and substantially in the form set out in Schedule 2 thereto;

Class D1 Temporary Global Note means the temporary global note issued in respect of the Class D1 Notes by the Issuer pursuant to the provisions of Clause 4 of the Fifth Supplemental Trust Deed and substantially in the form set out in Schedule 1 thereto;

Class D1 Tranche means the facility referred to in Clause 2.1(g) (Facilities) of the Intercompany Loan Agreement;

Class R Agent means Deutsche Bank AG, London;

Class R Notes means the Class R1 Notes and/or the Class R2 Notes and **Class R Note** means any one of them;

Class R Underwriters means Elmworth Limited of 22 Grenville Road, St Helier, Jersey JE4 8PY, HSBC Bank plc (registered number 14259) whose registered office is at 8 Canada Square, London E14 5HQ and HSBC Private Bank (Suisse) SA - Guernsey Branch whose registered office is at Rue du Pre, St. Peter Port, Guernsey, Channel Islands GY1 1LU and **Class R Underwriter** means any of them;

Class R1 Notes means the £250,000,000 Class R1 Floating Rate First Mortgage Debentures due October 2033 which are constituted by the Original Trust Deed or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class R1 Temporary Global Note (or any part thereof), the Class R1 Permanent Global Note (or any part thereof) and any Definitive Class R1 Notes (or any of them) and **Class R1 Note** means any one of them;

Class R1 Permanent Global Note means the permanent global note issued by the Issuer in respect of the Class R1 Notes pursuant to the provisions of Clause 3 of the Original Trust Deed and substantially in the form set out in the Second Schedule thereto;

Class R1 Temporary Global Note means the temporary global note issued by the Issuer in respect of the Class R1 Notes pursuant to the provisions of Clause 3 of the Original Trust Deed and substantially in the form set out in the First Schedule thereto;

Class R2 Notes means the £250,000,000 Class R2 Floating Rate First Mortgage Debentures due October 2033 which are constituted or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class R2 Temporary Global Note (or any part thereof), the Class R2 Permanent Global Note (or any part thereof) and any Definitive Class R2 Notes (or any of them) and **Class R2 Note** means any one of them;

Class R2 Permanent Global Note means the permanent global note issued by the Issuer in respect of the Class R2 Notes pursuant to the provisions of Clause 3 of the Original Trust Deed and substantially in the form set out in the Second Schedule thereto;

Class R2 Temporary Global Note means the temporary global note issued by the Issuer in respect of the Class R2 Notes pursuant to the provisions of Clause 3 of the Original Trust Deed and substantially in the form set out in the First Schedule thereto;

Composite Debenture means the Original Composite Debenture as amended and supplemented by the First Supplemental Composite Debenture, the Second Supplemental Composite Debenture, the Third Supplemental Composite Debenture, the Fourth Supplemental Composite Debenture and the Fifth Supplemental Composite Debenture and as may be further amended and supplemented by any further supplemental composite debenture;

Conditions means the terms and conditions applicable to the Notes, in the form set out in Schedule 4 to the Fifth Supplemental Trust Deed as the same may, from time to time, be modified in accordance with the Trust Deed and any reference to a particular numbered Condition shall be construed accordingly and references in the Conditions to paragraphs shall be construed as paragraphs of such Conditions;

Coverage Reserve Account means the account in the name of the Borrower and maintained with the Account Bank having account no 20190837 or any account at any branch of the Account Bank or at a Qualified Bank which replaces the same;

CWFH II means CW Finance Holdings II Limited having its registered office at One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 407784);

CWFH Share Charge means the charge dated 6th June, 2000 between CWFH II and the Trustee in favour of Bannerclose Limited and as amended and supplemented by the Supplemental CWFH Share Charge;

CWIL means Canary Wharf Investments Limited, having its registered office at One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with number 2127410);

CWL means Canary Wharf Limited, having its registered office is at One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 1971312);

CWML means Canary Wharf Management Limited, having its registered office is at One Canada Square, Canary Wharf, London, E14 5AB (registered in England and Wales with number 2067510);

D1 Loan means the principal amount of each borrowing by the Borrower under the Class D1 Tranche or the principal amount outstanding of that borrowing;

Deed of Accession means a deed substantially in the form of Schedule 2 to the Subordination Deed;

Definitive Class C1 Notes or Class C1 Definitive Notes means the bearer notes in definitive form to be issued in respect of the Class C1 Notes pursuant to, and in the circumstances specified in, the provisions of Clause 3 of the Original Trust Deed and includes any replacements for Definitive Class C1 Notes issued pursuant to Condition 13;

Definitive Class D1 Notes or Class D1 Definitive Notes means the bearer notes in definitive form to be issued in respect of the Class D1 Notes pursuant to, and in the circumstances specified in, the provisions of Clause 3 of the Original Trust Deed and includes any replacements for Definitive Class D1 Notes issued pursuant to Condition 13;

Definitive Class R1 Notes or Class R1 Definitive Notes means the bearer notes in definitive form to be issued in respect of the Class R1 Notes pursuant to, and in the circumstances specified in, the provisions of Clause 3 of the Original Trust Deed and includes any replacements for Definitive Class R1 Notes issued pursuant to Condition 13;

Definitive Class R2 Notes or Class R2 Definitive Notes means the bearer notes in definitive form to be issued in respect of the Class R2 Notes pursuant to, and in the circumstances specified in, the provisions of Clause 3 of the Original Trust Deed and includes any replacements for Definitive Class R2 Notes issued pursuant to Condition 13;

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

- (a) Sterling denominated securities (or securities denominated in such other currency as matches the then currency of the Notes or relevant class thereof) issued by the government of the United Kingdom; or
- (b) any other unsubordinated security, investment or instrument:
 - (i) which is denominated in Sterling or such other currency as matches the then currency of the Notes or relevant class thereof;
 - (ii) which has a maturity of the lesser of 90 days and the number of days to the Interest Payment Date next succeeding the date of purchase of such security, investment, or instrument; and
 - (iii) in respect of which the relevant obligor has either a long-term or short-term unsecured, unguaranteed and unsubordinated rating acceptable to the Rating Agencies then rating the Notes;
- (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; or
- (d) an interest rate swap entered into with a swap counterparty which has a rating acceptable to the Rating Agencies then rating the Notes and which is an "interest rate contract" within the meaning of section 149 of the Finance Act 1994 and a "relevant contract" for the purposes of Schedule 26 of the Finance Act 2002;

Estate Manager means CWML;

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

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

Existing Lease means an Occupational Lease in relation to a Mortgaged Property existing, or Occupational Lease granted pursuant to an agreement for lease of a Mortgaged Property existing, on the Original Closing Date in respect of the Original Mortgaged Properties, the Further Closing Date in respect of the New Mortgaged Properties, the Second Further Closing Date in respect of the Second New Mortgaged Properties, the Third Further Closing Date in respect of the Third New Mortgaged Properties or the Fourth Further Closing Date in respect of the Fourth New Mortgaged Property;

Fifth Issue Term Notes means the Class B2 Notes and/or the Class C1 Notes and/or the Class D1 Notes and **Fifth Issue Term Notes** meaning any of them;

Fifth Restated Cash Management Agreement means the agreement amending and restating the Fourth Restated Cash Management Agreement, dated on or about the Fourth Further Closing Date made between the Cash Manager, the Borrower, the Issuer and the Trustee or, if the context so requires, means the Cash Management Agreement as so amended and restated;

Fifth Supplemental Composite Debenture means the composite debenture dated the Fourth Further Closing Date executed by the Borrower, the Original Charging Subsidiaries, the New Charging Subsidiaries, the Second New Charging Subsidiaries, the Third New Charging Subsidiaries and the Fourth New Charging Subsidiaries in favour of the Issuer and the Trustee and amending and supplementing the Original Composite Debenture, the First Supplemental Composite Debenture, the Second Supplemental Composite Debenture, the Third Supplemental Composite Debenture and the Fourth Supplemental Composite Debenture;

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

Finance Document means the Intercompany Loan Agreement, a Subordination Deed, a Charging Subsidiary Accession Deed, a Security Document or any other document designated as such by the Borrower, the Issuer and the Trustee and, in each case, all amendments and supplements thereto;

Finance Lessor Charge means the Existing Finance Lessor Charge and each New Finance Lessor Charge;

First Issue Class A1 Definitive Notes means any bearer notes in definitive form to be issued in respect of the First Issue Class A1 Notes and includes any replacements issued therefor;

First Issue Class A1 Notes means the £240,000,000 Class A1 6.455 per cent. First Mortgage Debentures due October 2033 constituted by the Original Trust Deed or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the First Issue Class A1 Temporary Global Note (or any part thereof), the First Issue Class A1 Permanent Global Note (or any part thereof) and any First Issue Class A1 Definitive Notes (or any of them) and **First Issue Class A1 Note** means any one of them;

First Issue Class A1 Permanent Global Note means the permanent global note issued by the Issuer in respect of the First Issue Class A1 Notes pursuant to the provision of Clause 3 of the Original Trust Deed and substantially in the form set out in the Second Schedule thereto;

First Issue Class A1 Temporary Global Note means the temporary global note issued by the Issuer in respect of the First Issue Class A1 Notes pursuant to the provision of Clause 3 of the Original Trust Deed and substantially in the form set out in the First Schedule thereto;

First Issue Class B Definitive Notes means any bearer notes in definitive form to be issued in respect of the First Issue Class B Notes and includes any replacements issued therefor;

First Issue Class B Notes means the £85,000,000 Class B 6.800 per cent. First Mortgage Debentures due October 2033 constituted by the Original Trust Deed or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the First Issue Class B Temporary Global Note (or any part thereof), the First Issue Class B Permanent Global Note (or any part thereof) and any Class B Definitive Notes (or any of them) and **First Issue Class B Note** means any one of them;

First Issue Class B Permanent Global Note means the permanent global note issued by the Issuer pursuant to the Original Trust Deed in respect of the First Issue Class B Notes;

First Issue Class B Temporary Global Note means the temporary global note issued by the Issuer pursuant to the Original Trust Deed in respect of the First Issue Class B Notes;

First Issue Notes means the First Issue A1 Notes, the First Issue B Notes, the and the Class R Notes and **First Issue Note** means any one of them;

First Issue Term Notes means the First Issue Class A1 Notes.

First Supplemental Composite Debenture means the first supplemental composite debenture dated the Further Closing Date executed by the Borrower, the Original Charging Subsidiaries and the New Charging Subsidiaries in favour of the Issuer and the Trustee;

First Supplemental Floating Charge Agreement means the floating charge dated the Further Closing Date between the New Charging Subsidiaries and the Trustee amending and supplementing the Original Floating Charge Agreement;

First Supplemental Floating Charge Trust Deed means the floating charge trust deed dated the Further Closing Date between the Security Trustee, the Initial Beneficiary, the Original Chargors and the New Chargors, amending and supplementing the Original Floating Charge Trust Deed;

First Supplemental Issuer Deed of Charge means the deed of charge dated the Further Closing Date and made between, *inter alios*, the Issuer, the Trustee, the Liquidity Facility Provider, the Class R Agent, the Class R Underwriters and the Borrower, as modified from time to time in accordance with its terms;

First Supplemental Trust Deed means the supplemental trust deed dated the Further Closing Date between the Issuer and the Trustee, which is supplemental to the Original Trust Deed;

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

Fixtures means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery (but excluding in each case all tenant's fixtures and fittings, plant and machinery) on a Mortgaged Property;

Floating Charge Agreement or **Floating Charge** means the Original Floating Charge Agreement as amended and supplemented by the First Supplemental Floating Charge Agreement, the Second Supplemental Floating Charge Agreement, the Third Supplemental Floating Charge Agreement and the Fourth Supplemental Floating Charge Agreement and as may be further amended and supplemented by any further 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, the Second Supplemental Floating Charge Trust Deed, the Third Supplemental Floating Charge Trust Deed and the Fourth Supplemental Floating Charge

Trust Deed, as may be further amended and supplemented by any further supplemental floating charge trust deed;

Fourth Further Beneficiary or **Fourth Further Beneficiaries** shall have the meaning ascribed thereto in the Fourth Supplemental Floating Charge Trust Deed;

Fourth Further Closing Date means 25 May 2005;

Fourth Issue Term Notes means the £325,000,000 Class A6 Floating Rate First Mortgage Debentures due October 2033.

Fourth New Charging Subsidiaries means each of those companies listed in Part 5 of Schedule 1 to the Intercompany Loan Agreement;

Fourth New Chargor or **Fourth New Chargors** shall have the meaning ascribed thereto in the Fourth Supplemental Floating Charge Trust Deed;

Fourth New Mortgaged Property means, subject to Clauses 4.3 (Conditions precedent to a New Loan or Further Loan), 17.10 (Disposals) and 17.20 (Substitution, release and addition of New Mortgaged Property) of the Intercompany Loan Agreement any property listed in Schedule 2 to the Fifth Supplemental Composite Debenture and, where the context so requires, means the buildings on that property;

Fourth Restated Cash Management Agreement means the agreement amending and restating the Third Restated Cash Management Agreement, dated on or about the Fourth Further Closing Date made between the Cash Manager, the Borrower, the Issuer and the Trustee or, if the context so requires, means the Cash Management Agreement as so amended and restated;

Fourth Restated Liquidity Facility Agreement means the agreement amending and restating the Third Restated Liquidity Facility Agreement dated on or about the Fourth Further Closing Date and made between the Issuer, the Trustee and the Liquidity Facility Providers or, if the context so requires, means the Liquidity Facility Agreement as so amended and restated;

Fourth Supplemental Composite Debenture means the composite debenture dated on or about 22nd December 2003 executed by the Borrower, the Original Charging Subsidiaries, the New Charging Subsidiaries, the Second New Charging Subsidiaries and the Third New Charging Subsidiaries in favour of the Issuer and the Trustee and amending and supplementing the Original Composite Debenture, the First Supplemental Composite Debenture, the Second Supplemental Composite Debenture and the Third Supplemental Composite Debenture;

Fourth Supplemental Floating Charge Agreement means the floating charge dated the Fourth Further Closing Date made between, *inter alios*, the Fourth New Charging Subsidiaries and the Trustee amending and supplementing the Original Floating Charge Agreement, the First Supplemental Floating Charge Agreement, the Second Supplemental Charge Agreement and the Third Supplemental Floating Charge Agreement;

Fourth Supplemental Floating Charge Trust Deed means the floating charge trust deed dated the Fourth Further Closing Date made between the Trustee, the Initial Beneficiary, the Further Beneficiaries, the Second Further Beneficiaries, the Third Further Beneficiaries, the Fourth Further Beneficiaries and the Chargors amending and supplementing the Original Floating Charge Trust Deed, the First Supplemental Floating Charge Trust Deed, the Second Supplemental Floating Charge Trust Deed and the Third Supplemental Floating Charge Trust Deed;

Fourth Supplemental Issuer Deed of Charge means the deed of charge and assignment entered into or to be entered into on the Fourth Further Closing Date and made between, *inter alios*, the Issuer, the Trustee, the

Liquidity Facility Provider, the Class R Agent, the Class R Underwriter and the Borrower, as modified from time to time in accordance with its terms and amending and supplementing the Original Issuer Deed of Charge, the First Supplemental Issuer Deed of Charge, the Second Supplemental Issuer Deed of Charge and the Third Supplemental Issuer Deed of Charge;

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

Further Closing Date means 12th June, 2001;

Holdings means Canary Wharf Finance Holdings Limited, whose registered office is at One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with number 3929240);

Initial Beneficiary means the Issuer;

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

Intercompany Loan Agreement means the £2,501,499,553 (originally £975,000,000, then £1,850,000,000, then £3,107,000,000 and then £3,432,000,000) Intercompany Loan Agreement dated 6th June, 2000 as amended and restated pursuant to a first supplemental agreement, a second supplemental agreement and a third supplemental agreement, a master amendment and restatement deed and a fourth supplemental agreement;

Interest Payment Date means 22nd January, 22nd April, 22nd July and 22nd October or a Repayment Date, 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, whose registered office is at One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with number 3929593);

Issuer Deed of Charge means the Original Issuer Deed of Charge as amended and supplemented by the First Supplemental Issuer Deed of Charge, the Second Supplemental Issuer Deed of Charge, the Third Supplemental Issuer Deed of Charge and each as amended and supplemented by the Fourth Supplemental Issuer Deed of Charge;

Jewish Holy Days shall mean the days falling on the dates set forth in the Schedule to the Conditions of the Notes, and **Jewish Holy Day** means any one of them;

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

Liquidity Facility Agreement means the Original Liquidity Facility Agreement as amended and restated by the Restated Liquidity Facility Agreement and as further amended and restated by the Second Restated Liquidity Facility Agreement and as further amended and restated by the Third Restated Liquidity Facility Agreement and each as further amended and restated by the Fourth Restated Liquidity Facility Agreement;

Liquidity Facility Commitment means the amount in Sterling set opposite the name of a Liquidity Facility Provider in Schedule 1 of the Liquidity Facility Agreement to the extent not cancelled or reduced thereunder;

Liquidity Facility Providers shall have the meaning ascribed thereto in the Fourth Restated Liquidity Facility Agreement;

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 Original Mortgaged Property, any New Mortgaged Property, any Second New Mortgaged Property, any Third New Mortgaged Property, the Fourth New Mortgaged Property or any Additional Mortgaged Property and **Mortgaged Properties** means any, or all, of them;

New Charging Subsidiary means that company listed in Part 2 of Schedule 1 of the Intercompany Loan Agreement;

New Chargor means the companies listed in Schedule 3 to the First Supplemental Floating Charge Trust Deed;

New Finance Lessor means each of Barclays Capital Leasing (No. 165) Limited and Robert Fleming (Overseas) Number 2 Limited;

New Finance Lessor Charge means each charge dated 25 May executed by a New Finance Lessor in favour of the Issuer and the Trustee;

New Lease means any new lease in respect of any of the Mortgaged Properties granted after the Original Closing Date in the case of the Original Mortgaged Properties, the Further Closing Date in the case of the New Mortgaged Properties, the Second Further Closing Date in the case of the Second New Mortgaged Properties, the Third Further Closing Date in the case of the Third New Mortgaged Properties or the Fourth Further Closing Date in the case of the Fourth New Mortgaged Property;

New Loan means the aggregate principal amount for the time being outstanding under a New Tranche;

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

New Notes means any Notes of the Issuer not forming a single series with any class of the First Issue Notes, the Second Issue Term Notes, the Third Issue Term Notes, the Fourth Issue Term Notes or the Fifth Issue Term Notes (which, as the context may require, includes any Replacement Note of any First Issue Note, Second Issue Term Note, Third Issue Term Note, Fourth Issue Term Note or Fifth Issue Term Note) and which are constituted by a deed supplemental to the Trust Deed and for the time being outstanding, or, as the context may require, a specific number thereof and includes the new temporary global note (or any part thereof) representing the same, the new permanent global note (or any part thereof) representing the same and (if issued) the definitive new notes (or any of them) representing the same;

New Tranche means a facility funded by the issue of New Notes which ranks *pari passu* or otherwise with a First Issue Tranche, a Second Issue Tranche, a Third Issue Tranche, a Fourth Issue Tranche or a Fifth Issue Tranche made available to the Borrower in accordance with and subject to the provisions of the Intercompany Loan Agreement;

Non-Rental Income means the aggregate of the following:

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

Notes means the Class A1 Notes and/or the Class A3 Notes and/or the Class A5 Notes and/or the Class R1 Notes and/or the Class B2 Notes and/or the Class B Notes and/or the Class R2 Notes and/or the Class C1 Notes and/or the Class D1 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 rents, 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 party in respect of the right to occupy that Mortgaged Property;

Original Cash Management Agreement means the cash management agreement dated 6th June, 2000 made between the Cash Manager, the Borrower, the Issuer and the Trustee;

Original Charging Subsidiary means each of the companies listed in Part 1 of Appendix 1 hereto;

Original Chorgor means the companies listed in Schedule 2 to the Original Floating Charge Trust Deed;

Original Closing Date means 6th June, 2000;

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

Original Floating Charge Agreement means the floating charge dated 6th June, 2000 between the Original Charging Subsidiaries and the Trustee;

Original Floating Charge Trust Deed means the floating charge trust deed dated 6th June, 2000 between the Trustee, the Initial Beneficiary and the Original Chorgors;

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

Original Liquidity Facility Agreement means the £55,000,000 liquidity facility agreement dated 6th June, 2000 between the Issuer, the Trustee and the Liquidity Facility Providers;

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

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

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 the Floating Charge Agreement and the Floating Charge Trust Deed;
- (d) a Security Interest created pursuant to the DS6 Borrower Deed of Charge; and
- (e) a Security Interest created pursuant to the HQ2 Borrower Deed of Charge;

Qualified Bank means a bank whose unsecured, unguaranteed short-term debt is rated by each of the Rating Agencies with the then highest rating attributable to unsecured, unguaranteed short-term debt obligations and which is a **bank** as defined in Section 840A of the Income and Corporation Taxes Act 1988 and which pays any interest on the Accounts in the ordinary course of its business within the meaning of Section 349 (3) (b) of ICTA 1988;

R Loans means each R1 Loan, each R2 Loan and any New Loan that is agreed to be available for re-borrowing in accordance with Clause 2.4 (New Tranche) of the Intercompany Loan Agreement;

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;

Receiver means a receiver and manager or (if the Issuer or other person whose name the relevant document was entered into so specifies in the relevant appointment) a receiver, in either case, appointed under the Share Charge, the Issuer Deed of Charge, the Floating Charge Agreement and/or the Fifth Supplemental Composite Debenture;

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

- (a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any increase of rent payable by virtue of an offer falling within the proviso to Section 3(1) of the Landlord and Tenant Act 1927;

- (c) any rent payable by virtue of a determination made by the court under Section 24(A) of the Landlord and Tenant Act 1954 net of the costs of the court proceedings;
- (d) sums received from any deposit held as security for performance of any tenant's obligations, to the extent the same is applied in or towards meeting rental obligations;
- (e) any other moneys payable in respect of occupation and/or usage of a Mortgaged Property and every fixture and fitting therein belonging to a Charging Subsidiary and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (f) any mesne profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of the costs of those proceedings;
- (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the relevant Charging Subsidiary from any party) in furtherance of such proceedings so taken or claim so made;
- (h) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (i) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement; and
- (j) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same after deducting reasonable costs properly incurred in recovering such damages,

but after deducting or excluding Non-Rental Income;

Rental Receipts Account means, from time to time, the account in the name of the Borrower and maintained with the Account Bank having account no: 50627658, or any account at any branch of the Account Bank or at a Qualified Bank which replaces the same;

Repayment Date means:

- (a) in respect of any Term Loan (other than an A3 Loan or a New Loan) or R Loan, the date falling on the Interest Payment Date falling in April 2030;
- (b) in respect of an A3 Loan, the Interest Payment Date falling in January 2035;
- (c) in respect of a New Loan, the date agreed by the Borrower, the Issuer and the Trustee on or about the date the Issuer grants the relevant New Tranche to the Borrower pursuant to Clause 2.4 (New Tranche) of the Intercompany Loan Agreement; and
- (d) in respect of the Liquidity Facility Agreement, the earlier of the Interest Payment Date falling in October 2037 and the date on which all the Term Notes have been redeemed or cancelled in full or, following an increase in the Liquidity Facility Commitment pursuant to Clause 2.5 of that Agreement, the date on which the Notes have been redeemed or cancelled in full;

Restated Cash Management Agreement means the agreement supplementing, amending and restating the Original Cash Management Agreement dated the Further Closing Date made between the Cash Manager, the Borrower, the Issuer and the Trustee;

Restated Liquidity Facility Agreement means the restated liquidity facility agreement dated 12th June, 2001 and made between the Issuer, the Trustee and the Liquidity Facility Providers;

S&P means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies Inc., and any successor to its ratings business;

Second Further Beneficiary or **Second Further Beneficiaries** shall have the meaning ascribed thereto in the Second Supplemented Floating Charge Trust Deed;

Second Further Closing Date means 21st February, 2002;

Second Issue Class A1 Definitive Notes means the bearer notes in definitive form to be issued in respect of the Second Issue Class A1 Notes pursuant to, and in the circumstances specified in, the provisions of Clause 4 of the First Supplemental Trust Deed and includes any replacements for Second Issue Class A1 Definitive Notes issued pursuant to Condition 13 of the Notes;

Second Issue Class A1 Notes means the £475,000,000 Class A1 6.455 per cent. First Mortgage Debentures due October 2033 or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Second Issue Class A1 Temporary Global Note (or any part thereof), the Second Issue Class A1 Permanent Global Note (or any part thereof) and any Second Issue Class A1 Definitive Notes (or any of them) and **Second Issue Class A1 Note** means any one of them;

Second Issue Class A1 Permanent Global Note means the permanent global note to be issued by the Issuer in respect of the Second Issue Class A1 Notes pursuant to the provisions of Clause 5 of and substantially in the form set out in the Second Schedule to the First Supplemental Trust Deed;

Second Issue Class A1 Temporary Global Note means the temporary global note to be issued by the Issuer in respect of the Second Issue Class A1 Notes pursuant to the provisions of Clause 5 of and substantially in the form set out in the First Schedule to the First Supplemental Trust Deed;

Second Issue Class A3 Definitive Notes means the bearer notes in definitive form to be issued in respect of the Second Issue Class A3 Notes pursuant to and in the circumstances specified in the provisions of Clause 4 of the First Supplemental Trust Deed and includes any replacements for Second Issue Class A3 Definitive Notes issued pursuant to Condition 13 of the Notes;

Second Issue Class A3 Notes means the £200,000,000 Class A3 5.952 per cent. First Mortgage Debentures due October 2037 constituted by the First Supplemental Trust Deed or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Second Issue Class A3 Temporary Global Note (or any part thereof), the Second Issue Class A3 Permanent Global Note (or any part thereof) and any Second Issue Class A3 Definitive Notes (or any of them) and **Second Issue Class A3 Note** means any of them;

Second Issue Class A3 Permanent Global Note means the permanent global note issued by the Issuer in respect of the Second Issue Class A3 Notes pursuant to the First Supplemental Trust Deed;

Second Issue Class A3 Temporary Global Note means the temporary global note issued by the Issuer in respect of the Second Issue Class A3 Notes pursuant to the First Supplemental Trust Deed;

Second Issue Term Notes means the Second Issue Class A1 Notes and/or the Second Issue Class A3 Notes and **Second Issue Term Note** means any one of them;

Second Issue Tranche means the Class A3 Tranche;

Second New Charging Subsidiaries means each of those companies which are listed in Part 3 of Schedule 1 to the Intercompany Loan Agreement;

Second New Chargor or **Second New Chargers** shall have the meaning ascribed thereto in the Second Supplemental Floating Charge Trust Deed;

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

Second Restated Cash Management Agreement means the agreement amending and restating the Restated Cash Management Agreement, dated on or about the Second Further Closing Date made between the Cash Manager, the Borrower, the Issuer and the Trustee or, if the context so requires, means the Cash Management Agreement as so amended and restated;

Second Restated Liquidity Facility Agreement means the agreement amending and restating the Restated Liquidity Facility Agreement dated on or about the Second Further Closing Date and made between the Issuer, the Trustee and the Liquidity Facility Providers or, if the context so requires, means the Liquidity Facility Agreement as so amended and restated;

Second Supplemental Composite Debenture means the composite debenture dated the Second Further Closing Date executed by the Borrower, the Original Charging Subsidiaries, the New Charging Subsidiaries and the Second New Charging Subsidiaries in favour of the Issuer and the Trustee and amending and supplementing the Original Composite Debenture and the First Supplemental Composite Debenture;

Second Supplemental Floating Charge Agreement means the floating charge dated the Second Further Closing Date made between the Second New Charging Subsidiaries and the Trustee amending and supplementing the Original Floating Charge Agreement and the First Supplemental Floating Charge Agreement;

Second Supplemental Floating Charge Trust Deed means the floating charge trust deed dated the Second Further Closing Date made between the Security Trustee, the Initial Beneficiary, the Further Beneficiaries and the Second Further Beneficiaries and the Chargers amending and supplementing the Original Floating Charge Trust Deed and the First Supplemental Floating Charge Trust Deed;

Second Supplemental Issuer Deed of Charge means the deed of charge and assignment entered into on the Second Further Closing Date and made between, *inter alios*, the Issuer, the Trustee, the Liquidity Facility Provider, the Class R Agent, the Class R Underwriter and the Borrower, as modified from time to time in accordance with its terms and amending and supplementing the Original Issuer Deed of Charge and the First Supplemental Issuer Deed of Charge;

Second Supplemental Trust Deed means the supplemental trust deed entered into on the Second Further Closing Date between the Issuer and the Trustee, amending and supplementing the Original Trust Deed and the First Supplemental Trust Deed;

Secured Liabilities means (in the context of the Composite Debenture) means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to (i) the Issuer under each Finance Document, (ii) the Intermediate Borrower under clause 11.3 (Withdrawals from the Borrower Accounts) and clause 17.24 (Void Costs) of the Intercompany Loan Agreement, and (ii) to the Cash Manager under the Fifth Restated Cash Management Agreement except for any obligation which, if it were so included, would result in the Fifth Supplemental

Composite Debenture contravening Section 151 of the Companies Act 1985. The term Finance Document includes all amendments and supplements thereto.

Security Account means each account established or maintained under Clause 11 (Bank Accounts of the Borrower) of the Intercompany Loan Agreement;

Security Document means:

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

Security Documentation means the Issuer Deed of Charge and any other document present or future in connection with it or evidencing or creating security for any obligation of the Issuer to the Trustee (as trustee for the Secured Parties), as from time to time varied;

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

Security Period means the period beginning on the date of the Composite Debenture and ending on the date on which the Issuer and the Trustee are satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

Security Trustee means Deutsche Trustee Company Limited acting in such capacity under the Floating Charge and the Floating Charge Trust Deed;

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

Sterling, STG, £, pounds and **pounds sterling** each mean the lawful currency for the time being of the United Kingdom;

Subordination Deed means:

- (a) the subordination deed dated 6th June, 2000 between CWL, the Original Charging Subsidiaries, the Borrower, the Issuer and the Trustee; or
- (b) the subordination deed dated the Further Closing Date between (amongst others) the New Charging Subsidiaries, the Borrower, the Trustee and the Issuer;
- (c) the subordination deed dated the Second Further Closing Date between (amongst others) the Second New Charging Subsidiaries, the Borrower, the Trustee and the Issuer;
- (d) the subordination deed dated the Third Further Closing Date between (amongst others) the Third New Charging Subsidiaries, the Borrower, the Trustee and the Issuer;

- (e) the subordination deed to be executed on or about the Fourth Further Closing Date between (amongst others) the Fourth New Charging Subsidiaries, the Borrower, the Trustee and the Issuer; or
- (f) a subordination deed executed or to be executed between (amongst others) the Borrower, the Trustee and the Issuer substantially in the form of Schedule 7 to the Intercompany Loan Agreement;

Successor Cash Manager shall have the meaning attributed thereto in Clause 21.4 of the Cash Management Agreement;

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

Supplemental CWFH Share Charge means the deed dated the Further Closing Date varying the Share Charge;

Term Loans means the A1 Loans, the A3 Loans, the A5 Loans, the B Loans, the B2 Loans, the C1 Loans, the D1 Loans and any New Loan that is not agreed to be available for re-borrowing under Clause 2.4 (New Tranche) of the Intercompany Loan Agreement;

Term Notes means the Class A Notes, the Class B2 Notes, the Class B Notes, the Class C1 Notes and the Class D1 Notes;

Third Further Beneficiary or **Third Further Beneficiaries** shall have the meaning ascribed thereto in the Third Supplemental Floating Charge Trust Deed;

Third Further Closing Date means 22nd October, 2002;

Third Issue Class A1 Notes means the £500,000,000 Class A1 6.455 per cent. First Mortgage Debentures due October 2033 constituted pursuant to the Second Supplemental Trust Deed or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Third Issue Class A1 Temporary Global Note (or any part thereof), the Third Issue Class A1 Permanent Global Note (or any part thereof) and any Third Issue Class A1 Definitive Notes (or any of them) and **Third Issue Class A1 Note** means any one of them;

Third Issue Class A1 Permanent Global Note means the permanent global note to be issued by the Issuer in respect of the Third Issue Class A1 Notes pursuant to the provisions of Clause 6 of the Second Supplemental Trust Deed and substantially in the form set out in the Second Schedule thereto;

Third Issue Class A1 Temporary Global Note means the temporary global note to be issued by the Issuer in respect of the Third Issue Class A1 Notes pursuant to the provisions of Clause 6 of the Second Supplemental Trust Deed and substantially in the form set out in the First Schedule thereto;

Third Issue Class A3 Definitive Notes means the bearer notes in definitive form to be issued in respect of the Third Issue Class A3 Notes pursuant to, and in the circumstances specified in, the provisions of Clause 7 of the Second Supplemental Trust Deed and includes any replacements for Third Issue Class A3 Definitive Notes issued pursuant to Condition 13 of the Third Issue First New Term Notes;

Third Issue Class A3 Notes means the £200,000,000 Class A3 5.952 per cent. First Mortgage Debentures due October 2037 or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Third Issue Class A3 Temporary Global Note (or any part thereof), the Third Issue Class A3 Permanent Global Note (or any part thereof) and any Third Issue Class A3 Definitive Notes (or any of them) and **Third Issue Class A3 Note** means any one of them;

Third Issue Class A3 Permanent Global Note means the permanent global note to be issued in respect of the Third Issue Class A3 Notes by the Issuer pursuant to the provisions of Clause 7 of the Second Supplemental Trust Deed and substantially in the form set out in the Second Schedule thereto;

Third Issue Class A3 Temporary Global Note means the temporary global note to be issued in respect of the Third Issue Class A3 Notes by the Issuer pursuant to the provisions of Clause 7 of the Second Supplemental Trust Deed and substantially in the form set out in the First Schedule thereto;

Third Issue Class B Definitive Notes means the bearer notes in definitive form to be issued in respect of the Third Issue Class B Notes pursuant to, and in the circumstances specified in, the provisions of Clause 6 of the Second Supplemental Trust Deed and includes any replacements for Third Issue Class B Definitive Notes issued pursuant to Condition 13 of the Notes;

Third Issue Class B Notes means the £150,000,000 Class B 6.800 per cent. First Mortgage Debentures due October 2037 which are constituted by the Second Supplemental Trust Deed or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Third Issue Class B Temporary Global Note (or any part thereof), the Third Issue Class B Permanent Global Note (or any part thereof) and any Third Issue Class B Definitive Notes (or any of them) and **Third Issue Class B Note** means any one of them;

Third Issue Class B Permanent Global Note means the permanent global note to be issued in respect of the Third Issue Class B Notes by the Issuer pursuant to the provisions of Clause 6 of the Second Supplemental Trust Deed and substantially in the form set out in the Second Schedule thereto;

Third Issue Class B Temporary Global Note means the temporary global note to be issued in respect of the Third Issue Class B Notes by the Issuer pursuant to the provisions of Clause 6 of the Second Supplemental Trust Deed and substantially in the form set out in the First Schedule thereto;

Third Issue Term Notes means the Third Issue Class A1 Notes and/or the Third Issue Class A3 Notes and/or the Class A5 Notes and/or the Third Issue Class B Notes and **Third Issue Term Notes** meaning any of them;

Third Issue Tranche means the Class A5 Tranche;

Third New Charging Subsidiaries means each of those companies which are listed in Part 4 of Schedule 1 to the Intercompany Loan Agreement;

Third New Chargor or **Third New Chargors** shall have the meaning ascribed thereto in the Third Supplemental Floating Charge Trust Deed;

Third New Mortgaged Properties means, subject to Clauses 4.3 (Conditions precedent to a New Loan or Further Loan), 17.10 (Disposals) and 17.20 (Substitution, release and addition of New Mortgaged Property) of the Intercompany Loan Agreement, any property listed in Schedule 2 to the Third Supplemental Composite Debenture together with HQ4 (Further Space) and HQ5 (Further Space) and, where the context so requires, means the buildings on that property and **Third New Mortgaged Properties** means any, or all, of them;

Third Restated Cash Management Agreement means the agreement amending and restating the Second Restated Cash Management Agreement, dated on or about the Third Further Closing Date made between the Cash Manager, the Borrower, the Issuer and the Trustee or, if the context so requires, means the Cash Management Agreement as so amended and restated;

Third Restated Liquidity Facility Agreement means the agreement amending and restating the Second Restated Liquidity Facility Agreement dated on or about the Third Further Closing Date and made between

the Issuer, the Trustee and the Liquidity Facility Providers or, if the context so requires, means the Liquidity Facility Agreement as so amended and restated;

Third Supplemental Composite Debenture means the composite debenture dated the Third Further Closing Date executed by the Borrower, the Original Charging Subsidiaries, the New Charging Subsidiaries, the Second New Charging Subsidiaries and the Third New Charging Subsidiaries in favour of the Issuer and the Trustee and amending and supplementing the Original Composite Debenture, the First Supplemental Composite Debenture and the Second Supplemental Composite Debenture;

Third Supplemental Floating Charge Agreement means the floating charge dated the Third Further Closing Date made between, *inter alios*, the Third New Charging Subsidiaries and the Trustee amending and supplementing the Original Floating Charge Agreement, the First Supplemental Floating Charge Agreement and the Second Supplemental Charge Agreement;

Third Supplemental Floating Charge Trust Deed means the floating charge trust deed dated the Third Further Closing Date made between the Trustee, the Initial Beneficiary, the Further Beneficiaries, the Second Further Beneficiaries and the Third Further Beneficiaries and the Chargers amending and supplementing the Original Floating Charge Trust Deed, the First Supplemental Floating Charge Trust Deed and the Second Supplemental Floating Charge Trust Deed;

Third Supplemental Issuer Deed of Charge means the deed of charge and assignment entered into or to be entered into on the Third Further Closing Date and made between, *inter alios*, the Issuer, the Trustee, the Liquidity Facility Provider, the Class R Agent, the Class R Underwriter and the Borrower, as modified from time to time in accordance with its terms and amending and supplementing the Original Issuer Deed of Charge, the First Supplemental Issuer Deed of Charge and the Second Supplemental Issuer Deed of Charge;

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

Trustee Deutsche Trustee Company Limited, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB;

APPENDIX 1

THE CHARGING SUBSIDIARIES

| Company | Registered Number |
|--|-------------------|
| Part 1 - Original Charging Subsidiaries | |
| | |
| | |
| 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 |
| CWCB Finance II Limited | 3605340 |
| Part 2 - New Charging Subsidiaries | |
| Canary Wharf Limited | 1971312 |
| Part 3 - Second New Charging Subsidiaries | |
| HQ1 | |
| Heron Quays Holdings (HQ1) Limited | 4292532 |
| Heron Quays (HQ1) Limited | 4293673 |
| Heron Quays (HQ1) T1 Limited | 4290561 |
| Heron Quays (HQ1) T2 Limited | 4290537 |
| | |
| HQCB Properties (HQ1) Limited | 4290533 |
| HQ2 | |
| Heron Quays Holdings (HQ2) Limited | 4292540 |
| Heron Quays (HQ2) Limited | 4290532 |
| Heron Quays (HQ2) T1 Limited | 4290562 |
| Heron Quays (HQ2) T2 Limited | 4290529 |
| Canary Wharf Contractors (HQ2) Limited | 4140257 |
| HQCB Properties (HQ2) Limited | 4290530 |
| HQ4 | |
| Heron Quays Holdings (HQ4) Limited | 4292545 |
| Heron Quays (HQ4) Limited | 4290559 |
| Heron Quays (HQ4) T1 Limited | 4290518 |
| Heron Quays (HQ4) T2 Limited | 4290517 |
| HQCB Properties (HQ4) Limited | 4290525 |
| HQCB Investments Ltd | |

| Company | Registered Number |
|--|-------------------|
| HQ5 | |
| Heron Quays Holdings (HQ5) Limited | 4292549 |
| Heron Quays (HQ5) Limited | 4290560 |
| Heron Quays (HQ5) T1 Limited | 4290516 |
| Heron Quays (HQ5) T2 Limited | 4290515 |
| HQCB Properties (HQ5) Limited | 4290522 |
| Others | |
| HQCB Investments Limited | 4353135 |
| Heron Quays Properties Limited | 2276627 |
| Canary Wharf Contractors Limited | 2352250 |
| Canary Wharf Investments Limited | 2127410 |
| Part 4 - Third New Charging Subsidiaries | |
| HQ3 | |
| Heron Quays Holdings (HQ3) Limited | 4292543 |
| Heron Quays (HQ3) Limited | 4290556 |
| Heron Quays (HQ3) T1 Limited | 4290524 |
| Heron Quays (HQ3) T2 Limited | 4290523 |
| HQCB Properties (HQ3) Limited | 4525220 |
| HQ4 (Further Space) | |
| HQCB Properties (HQ4 (2)) Limited | 4525215 |
| HQ5 (Further Space) | |
| HQCB Properties (HQ5 (2)) Limited | 4525202 |
| Part 5 – Fourth New Charging Subsidiaries | |
| CWE SPVc Limited | 3123343 |
| CWC SPVa Limited | 3123292 |
| CWC SPVc Limited | 3253119 |
| CW Properties DS7F Limited | 3441707 |
| CW Leasing DS7F Limited | 3441740 |
| CW Properties DS7B Limited | 3441686 |
| CW Leasing DS7B Limited | 3441728 |
| CWCB Properties (DS7) Limited | 5437705 |

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03253119

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIFTH SUPPLEMENTAL COMPOSITE DEBENTURE DATED THE 25th MAY 2005 AND CREATED BY CWC SPVC LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO CANARY WHARF FINANCE II PLC (THE ISSUER), THE INTERMEDIATE BORROWER AND TO THE CASH MANAGER ON ANY ACCOUNT WHATSOEVER 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 9th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JUNE 2005.

P Dm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES