

# M

# 466

304

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

Please do not  
write in  
this margin

FIRST TOWER LP (6) LIMITED  
FIRST TOWER LP (7) LIMITED  
FIRST TOWER LP (8) LIMITED  
all having an address at Level 30, One Canada Square, Canary Wharf, London E14 5AB  
(together the "New Obligors")  
and the parties listed in Paper Apart 2.

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

Date(s) of execution of the instrument of alteration

Amending Agreement dated 16th January 1996, by which the parties thereto amended the Agreement (as defined in Paper Apart 3) and the New Obligors agreed to be bound by the terms of the Agreement,

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

- (1) the EIB First Floating Security shall (subject as mentioned in Clause 4.1 and 4.3 of the Agreement) rank first; and
- (2) the floating charges within the CNA Defeasance Security shall rank second (subject to the EIB First Floating Security and to the provisions of Clause 3.2(i) of the Agreement).

Note:

Clause 3.2(i) of the Agreement is attached hereto as Paper Apart 4.

Clauses 4.1 and 4.3 of the Agreement are attached hereto as Paper Apart 4A.

Continuation of the statement of provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.

Please do not  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Signed Dundave Watson U Date 1/2/96

† delete as  
appropriate

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

#### Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.

2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.

3. A certified copy of the instrument of alteration, 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 execution of that instrument.

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.

## Paper Apart 1

- (1) by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 2 of the Debenture) 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) 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.

new

**Paper Apart 2**

**CANARY WHARF HOLDINGS LIMITED  
CANARY WHARF LIMITED  
CANARY WHARF INVESTMENTS LIMITED  
CANARY WHARF MANAGEMENT LIMITED  
CABOT PLACE LIMITED  
SEVEN WESTFERRY CIRCUS (NO. 2) LIMITED  
CANARY CANNON LIMITED  
HAZELWAY LIMITED  
SEVEN WESTFERRY CIRCUS LIMITED  
CW INVESTMENTS (PHASE 1) LIMITED  
25 CABOT SQUARE LIMITED  
SOUTH QUAY PROPERTIES LIMITED  
HERON QUAY PROPERTIES LIMITED  
CANARY WHARF CONTRACTORS LIMITED  
CWC SPV HCO LIMITED  
CWC SPVa LIMITED  
CWC SPVb LIMITED  
CANARY WHARF INVESTMENTS (TWO) LIMITED  
CANARY WHARF INVESTMENTS (THREE) LIMITED  
CANARY WHARF INVESTMENTS (FOUR) LIMITED  
FIRST TOWER T1 LIMITED  
FIRST TOWER T2 LIMITED  
FIRST TOWER GP (1) LIMITED  
FIRST TOWER GP (2) LIMITED  
FIRST TOWER LP (1) LIMITED  
FIRST TOWER LP (2) LIMITED  
FIRST TOWER LP (3) LIMITED  
FIRST TOWER LP (4) LIMITED  
FIRST TOWER LP (5) LIMITED  
FIRST TOWER LP (9) LIMITED  
FIRST TOWER LP (10) LIMITED  
FIRST TOWER LP (11) LIMITED  
FIRST TOWER LP (12) LIMITED  
CWE SPV HCO LIMITED  
CWE SPV SUPER HCO LIMITED  
CWE SPVa LIMITED  
CWE SPVb LIMITED  
CWE SPVc LIMITED  
CWE SPVd LIMITED  
CWE SPVe LIMITED  
CWE SPVf LIMITED  
CWE SPVg LIMITED  
CWE SPVh LIMITED  
SEVEN WESTFERRY CIRCUS LIMITED**  
all having an address at Level 30, One Canada Square, Canary Wharf, London E14 5AB

*Deu*

EUROPEAN INVESTMENT BANK, 100 Boulevard Konrad Adenauer, L-2590 Luxembourg

CONTINENTAL CASUALTY COMPANY, c/o Loews Corporation, 667 Madison Avenue, New York, NY10021-8087, USA

REPUBLIC NATIONAL BANK OF NEW YORK (GUERNSEY) LIMITED, Rue de Pre, St Peter Port, Guernsey, Channel Islands

REPUBLIC NEW YORK CORPORATION, 452 Fifth Avenue, New York, NY1008, USA

BANKERS TRUSTEE COMPANY LIMITED, 1 Appold Street, Broadgate, London EC2 2HE

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### Paper Apart 3

#### Definitions relative to this Form 466:

**Account Bank** means Barclays Bank PLC at 54 Lombard Street, London;

**Agreement** means the intercreditor agreement dated 27th December 1995 between the parties listed in Paper Apart 2;

**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 the Company (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;

**Book Debts** means all book and other debts of any nature whatsoever (excluding Bank Accounts), now or hereafter due or owing to the Company, 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;

**Building FC6** means the building at Canary Wharf known as 30, The South Colonnade, Canary Wharf, London E14;

**Business Days** means any day on which banks in London and Luxembourg are open for business other than Saturdays;

**Cash Defeasance Amount** means:

- (i) in respect of the CNA Facility Agent:
  - (a) in the case of a cash defeasance of the whole of the EIB Loan, the amount of the EIB Loan plus all prepayment and other fees and accrued and unpaid interest to the Redemption Date under the EIB Facility Agreement; and
  - (b) in the case of a cash defeasance of part of the EIB Loan in respect of Building FC6, £40,000,000 plus all prepayment and other fees and accrued and unpaid interest to the Redemption Date under the EIB Facility Agreement in respect of the EIB Loan;
- (ii) in respect of EIB:
  - (a) in the case of a cash defeasance of the whole of the CNA Loan, the amount of the CNA Loan plus any breakage costs, any amount due under Clause 11.5 of the CNA Facility Agreement, and accrued and unpaid interest in respect of the CNA Loan to the Redemption Date under the CNA Facility Agreement; and
  - (b) in the case of a cash defeasance of part of the CNA Loan in respect of one or more CNA Building(s) an amount equal to the CNA Release Amount(s) for such CNA Building(s) plus any breakage costs, any amount due under Clause 11.5, of the CNA Facility Agreement and accrued and unpaid interest in respect of such CNA Release Amount(s) to the Redemption Date under the CNA Facility Agreement.



**CNA Defeasance Confirmation** means a notice to EIB evidencing the obligation of the CNA Lenders to defease the EIB Loan and specifying the Defeasance Amount and the Defeasance Securities with which the CNA Lenders are required to defease the EIB Loan in accordance with this Agreement and specifying the Defeasance Completion Date;

**CNA Defeasance Event** means, and shall occur if, either:

- (i) both of the following events have occurred:
  - (a) an EIB Event of Default shall have occurred and is continuing; and
  - (b) EIB serves on the CNA Facility Agent a CNA Defeasance Option; or
- (ii) both of the following events have occurred:
  - (a) a CNA Event of Default shall have occurred and is continuing; and
  - (b) CNA serves on EIB a CNA Defeasance Notice or a Cash Defeasance Notice.

**CNA Defeasance Security** means the security created by the debenture of even date with this Agreement made between CWE Super Hco Limited and others (1), the CNA Security Agent (2) and the CNA Facility Agent (3) by certain obligors creating a floating charge over all their assets and a fixed charge over certain assets;

**CNA Facility Agent** means Continental Casualty Company;

**CNA FC6 Security** means such part of the fixed CNA Security from time to time as comprises security over any estate, right or interest in Building FC6 together with any insurance proceeds, rights under the development trust documents, any other rights in relation to such building and shares in CWE SPVf Limited and CWE SPVg Limited;

**CNA Finance Parties** means the CNA Facility Agent, the CNA Payment Agent, the CNA Security Agent and each of the CNA Lenders and **CNA Finance Party** means any one of them;

**CNA First Fixed Security** means the fixed security contained in the debenture of even date with this Agreement made between Canary Wharf Holdings Limited and others (1), the CNA Security Agent (2) and the CNA Facility Agent (3) (but excluding the CNA FC6 Security and the CNA Floor 17 Security, CNA's Tower Landlord Security and CNA's Management Security);

**CNA First Floating Security** means Clause 3.1(E) of the debenture of even date with this Agreement made between Canary Wharf Holdings Limited and others (1), the CNA Security Agent (2) and the CNA Facility Agent (3) also creating a floating charge over all assets of each of the Companies (as therein defined);

**CNA Floor 17 Security** means the security created by the provisions of the document listed in Part Six of the Third Schedule to the Agreement together with an insurance proceeds, rights under the development trust documents and rights in relation to such building;

**CNA Loan** means the aggregate principal amount from time to time outstanding under the CNA Facility Agreement;

**CNA Pari Passu Security** means Clause 3.1(E) of the debenture of even date with this Agreement made between Canary Wharf Holdings Limited and others (1), the CNA Security Agent (2) and the CNA Facility Agent (3) creating floating charges over all the assets of each Canary Wharf Holdings Limited, Canary Wharf Limited and Canary Wharf Investments Limited;

**CNA Security Agent** means Bankers Trustee Company Limited;

**CNA Security Documents** means the CNA First Fixed Security, the CNA Defeasance Security, the CNA First Floating Charge, the CNA Pari Passu Security, the CNA Clawback Security, the CNA Floor 17 Security and the documents creating its Management Security and its Tower Landlord Security;

**CNA Security** means the security created by the CNA Security Documents;

**CNA Security** and **EIB Security** and any definition of any part thereof shall include any additional or supplemental security created in favour of the CNA Security Agent and European Investment Bank respectively which is not (when created) in breach of the EIB Facility Agreement or the CNA Facility Agreement respectively or this Agreement;

**Defeasance Amount** means, in respect of the EIB Loan, an aggregate amount of the Defeasance Securities, as agreed by EIB and the CNA Facility Agent or (in the absence of agreement) determined by the Independent Expert under Clause 4.2 of the Agreement, which shall be sufficient to yield an internal rate of return calculated at the EIB Defeasance Rate on the EIB Loan from the date hereof until the final maturity of the EIB Loan and to repay the instalments of principal of the EIB Loan from time to time as the same fall due under the EIB Facility Agreement, provided that if the next interest payment date is less than three months after the proposed Defeasance Completion Date, such interest may be prepaid in cleared funds on the Defeasance Completion Date;

**Defeasance Completion Date** means, in respect of a defeasance under this Agreement, a date 10 Business Days after the date the relevant Defeasance Amount and Defeasance Securities are agreed or determined hereunder or such earlier date as the person defeasing may specify;

**Defeasance Consultation Period** means a period of 30 days commencing on the date of service of a CNA Defeasance Option, CNA Defeasance Notice or EIB Defeasance Option (as the case may be);

**Defeasance Dispute Notice** means a notice served by either CNA or EIB under Clause 4.2 of the Agreement;

**Defeasance Securities** means any combination of the following:

- (i) UK gilt-edged securities; and/or
- (ii) such debt or other securities as are proposed by the person wishing to defease and approved by the person to be defeased;

**Development Documents Trust** means the trust created by the Development Documents Trust Deed;

**Development Documents Trust Deed** means the Declaration of Trust dated 22nd 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;

**EIB** means European Investment Bank;

**EIB Borrower** means CWE SPVHco Limited (Co. No. 3123311);

**EIB Defeasance Security** means the fixed and floating security contained in the fixed and floating charge debenture of even date herewith between Canary Wharf Holdings Limited and the other obligors which are parties to the debenture creating the CNA First Fixed Security;

**EIB Facility Agreement** means the amended and restated facility agreement of even date herewith between EIB and the EIB Borrower;

**EIB First Fixed Security** means the fixed security contained in the fixed and floating charge debenture of even date herewith between CWE SPV SUPER Hco Limited and other obligors and the fixed security contained in the fixed and floating debenture of even date herewith between Canary Wharf Holdings Limited, Canary Wharf Limited, Canary Wharf Investments Limited and European Investment Bank;

**EIB First Floating Security** means the floating charges created in the Debenture;

**EIB Guarantee** means a guarantee of even date herewith between Canary Wharf Holdings Limited, Canary Wharf Investments Limited, Canary Wharf Limited and the EIB Obligors and EIB;

**EIB Loan** means the aggregate principal amount from time to time outstanding under the EIB Facility Agreement;

**EIB Pari Passu Security** means the floating charges on the part of Canary Wharf Holdings Limited, Canary Wharf Limited and Canary Wharf Investments Limited contained in the fixed and floating charge debenture of even date herewith between Canary Wharf Holdings Limited, Canary Wharf Limited, Canary Wharf Investments Limited and European Investment Bank;

**EIB Security Documents** means the EIB First Fixed Security, the EIB Defeasance Security, the EIB First Floating Security, the EIB Pari Passu Security, the EIB Clawback Security, the EIB Floor 17 Security, the EIB and the documents creating its Management Security and its Tower Landlord Security;

**EIB Security** means the security created by the EIB Security Documents;

**EZA Indemnities and Warranties** means the Sale and Purchase Agreement dated 5th May 1994 between CW12, CWH, Beverley House Investments Limited, Farnsworth Investments Limited and Northern Foods Plc, the Purchaser's Deed of Indemnity dated 5th May 1994 in favour of CW12 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 CW13;

**Funding Agreement** means the funding agreement dated 27th December 1995 between CWE SPVSUPERHCo Limited and the other Relevant Obligors described therein, the Lender and CWH, CWL and CWIL;

**Independent Expert** means a person agreed between EIB and the CNA Facility Agent or as selected under Clause 22 of the Agreement;

**Insurances** means all material damage and loss of rent contracts and policies of insurance in respect of Real Property from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest;

**Intellectual Property** means patents and registered designs, copyrights, unregistered designs, semi-conductor topographies, rights in trade marks 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 relative to shares, stock or debentures which are deposited with, or registered in the same of, any depositary, 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 where 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;

**Liabilities** means 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 Relevant 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);

**Management Security** means, in the case of the CNA Security Agent, the security created in favour of the CNA Security Agent, and in the case of European Investment Bank, the security created in favour of European Investment Bank, in each case over the Canary Wharf Management Limited Assets; and

**Permitted Fixed Security** means all the fixed security in the EIB Security Documents and the CNA Security 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 belonging to that Relevant Obligor from time to time therein or thereon;

**Redemption Date** means, in respect of a cash defeasance hereunder, a date 5 Business Days after the date the relevant notice is received under Clause 4.3(iii) or 4.4(ii) of the Agreement;

**Relevant Obligor** includes the Company;

**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" agreement);

**Security Accounts** means the accounts numbered 00046736, 00969796, 60256803, 30344796, 80885797 and 10512834 of the Borrower with the Account Bank, the CW13 EZA Account and any other account required or permitted under the Loan Agreement;

**Tower Landlord Security** means the security created in favour of each of the CNA Security Agent and EIB over the assets and undertakings of the Tower Landlord;

Any reference to any Person shall be construed so as to include its or their respective successors and any successor of such successor in accordance with their respective interests; 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 or, the relevant agreement or document.

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### 3.2 Defeasance Security

- (i) The CNA Security Agent hereby agrees with EIB that it shall not do any of the following in respect of the CNA Defeasance Security:-
- (a) take any steps to enforce the CNA Defeasance Security or any part thereof (including, without limitation, appointing a receiver or manager thereunder, presenting an administration petition, filing a winding up petition or taking any other step in or towards any insolvency procedure) or
  - (b) take any steps to enforce any rights to further assurance under or in respect of the CNA Defeasance Security to the extent that it would create fixed security over any asset over which it is originally expressed to have floating security; or
  - (c) make any demand or claim under the CNA Defeasance Security; or
  - (d) take any steps to crystallise or otherwise fix any of the floating charges under the CNA Defeasance Security (in whole or part);

Provided that, after the CNA Finance Parties shall have paid the relevant Defeasance Amount or Cash Defeasance Amount in respect of its defeasance or cash defeasance of the EIB Loan or of part thereof in respect of ~~an EIB Release Asset or~~ Building FC6, in each case in accordance with Clause 4.1 or 4.3, then:-

- (1) in the case of a defeasance in respect of Building FC6, the CNA FC6 Security shall rank in point of priority first;
- (2) in the case of a defeasance of the whole of the EIB Loan, the CNA Defeasance Security shall rank first; and
- (3) the restrictions set out in paragraphs (a) to (d) (inclusive) above shall cease to apply, in the case of defeasance under sub-paragraph (1) above, in respect of the CNA FC6 Security, and in the case of defeasance under sub-paragraph (2) above, in respect of the CNA Defeasance Security.

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4.1 CNA Defeasance Rights

- (i) If a CNA Defeasance Event shall occur, the CNA Facility Agent and EIB shall (if the CNA Facility Agent requires where it has not served a CNA Defeasance Notice) use reasonable endeavours to agree the Defeasance Amount and the Defeasance Securities in respect of the defeasance of the EIB Loan.
- (ii) If the Defeasance Amount and the <sup>15</sup>Defeasance Securities referred to in paragraph (i) above are not agreed within the first ~~15~~ days of the Defeasance Consultation Period, the CNA Facility Agent or EIB may at any time before the expiry of the Defeasance Consultation Period serve on the other party a Defeasance Dispute Notice and Clause 4.2 shall then apply.
- (iii) Once the Defeasance Amount and the Defeasance Securities have been agreed between the CNA Facility Agent and EIB or determined under Clause 4.2 the CNA Facility Agent shall serve on EIB a CNA Defeasance Confirmation which shall specify the Defeasance Amount and the Defeasance Securities as agreed or determined and the Defeasance Completion Date.
- (iv) On the Defeasance Completion Date, the CNA Facility Agent shall transfer and/or pay the Defeasance Securities to EIB (any such transfer to be in a legally binding form), and/or procure their issue in the name of EIB, and in consideration of such transfer and/or payment and/or issue EIB shall, and hereby separately agrees with

(and, if applicable, cleared funds)

Re W

*the whole of the EIB Loan,*

each of the Obligors that it shall, release ~~/~~all of the EIB Security and the EIB Guarantees, all claims thereunder, and all rights to payment and repayment and all other rights under the EIB Facility Agreement (which, for the avoidance of doubt, does not include the ~~Warrant Agreement~~ as therein defined and any warrants issued thereunder))

*such*  
~~in each case~~ with ~~/~~forms of release as the CNA Facility Agent and the EIB Borrower may reasonably require.

#### 4.3 CNA Cash Defeasance Rights

- (i) If a CNA Defeasance Event shall occur, but a Cash Defeasance Notice has not been served by the CNA Facility Agent, the CNA Facility Agent may at any time during the Defeasance Consultation Period (unless a Defeasance Amount has been agreed or has been or is being determined by an Independent Expert) serve on EIB a Cash Defeasance Notice (which shall cancel any earlier CNA Defeasance Notice).
- (ii) If a Cash Defeasance Notice is served by the CNA Facility Agent as part of a CNA Defeasance Event, or within 30 days of another CNA Defeasance Event, the CNA Finance Parties shall be obliged to pay to EIB on the Redemption Date in cleared funds the Cash Defeasance Amount.
- (iii) EIB shall, within 7 Business Days of a request from the CNA Facility Agent, notify the CNA Facility Agent of the exact amount of the Cash Defeasance Amount with reasonable details of its calculation.
- (iv) In consideration of the cash defeasance referred to in paragraph (ii) above, EIB shall on the Redemption Date:-

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- (a) in the case of a cash defeasance of ~~/~~ Building FC6, release the EIB Security in respect of Building FC6 and the EIB Loan shall be treated as repaid accordingly to the extent of the Cash Defeasance Amount; and
- (b) in the case of a cash defeasance of the whole EIB Loan, release all of the EIB Security and the EIB Guarantees and all claims thereunder, and the EIB Loan shall be treated as repaid and the EIB Facility Agreement discharged in full (which, for the avoidance of doubt, does not include the ~~Warrant~~ Agreement as therein defined and any warrants issued thereunder).

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**CERTIFICATE OF THE REGISTRATION OF  
AN ALTERATION TO A FLOATING CHARGE**

Company number 127807

I hereby certify that particulars of an instrument of alteration dated  
16 JANUARY 1996

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 1 FEBRUARY 1996.

The instrument relates to a charge created on 27 DECEMBER 1995

by FIRST TOWER LP (7) LIMITED

in favour of EUROPEAN INVESTMENT BANK

for securing

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

Signed at Edinburgh  
9 FEBRUARY 1996

Stuart S. Smith  
For Registrar of Companies



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: SC127807 CHARGE: 9

(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 FLOAING 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: SC127807 CHARGE: 9

(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						

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

COMPANY: SC127807 CHARGE: 9

Instruments of Alteration to a Floating Charge					
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) 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.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased. £
16/01/96	FIRST TOWER LP (8) LIMITED FIRST TOWER LP (7) LIMITED FIRST TOWER LP (6) LIMITED		SEE CH MICROFICHE		