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COMPANIES FORM No. 395

157110 / 430

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

4525220

Name of company

* HQCB Properties (HQ3) Limited (the "Chargor")

Date of creation of the charge

22nd October, 2002

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

Debenture dated 22nd October, 2002 in respect of HQ3 (the "Deed") between, amongst others, the Chargor and Deutsche Bank AG London (the "Bank").

Amount secured by the mortgage or charge

All present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of each Obligor to the Bank under each Finance Document except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985.

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

Deutsche Bank AG London, Winchester House, 1 Great Winchester Street, London

Postcode EC2N 2OB

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

Allen & Overy
One New Change
London
EC4M 9QQ

BK:1007175.1/SCR/JHLT

Time critical reference

For official Use
Mortgage Section



A50
COMPANIES HOUSE

0500
06/11/02

Short particulars of all the property mortgaged or charged

See Continuation Sheets.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

M. L. & Co

Date

5th Nov, 2002

On behalf of ~~XXXXXX Mortgagee~~ (chargee) †

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

HQCB Properties (HQ3) Limited

Continuation Sheet 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. (a) By way of a legal mortgage:
 - (i) in the case of the Trustees and Investorco, the property specified in the Schedule to this Form 395 Continuation Sheet; and
 - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in sub-paragraph (i) above) now or hereafter belonging to it.
- (b) By way of a fixed charge:
 - (i) (to the extent that they are not the subject of an effective mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
 - (ii) all plant and machinery owned by it and its interest in any plant or machinery in its possession;
 - (iii) all moneys and any Eligible Investments representing any amount standing to the credit of any account (including, without limitation, its interests in the Security Accounts) with any person and the debts represented by them;
 - (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
 - (v) all its book and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
 - (vi) (to the extent they are not the subject to an effective assignment under paragraph 2 below) all its rights under each Lease Document to which it is a party;
 - (vii) (to the extent they are not the subject to an effective assignment under paragraph 2 below) all its rights under each Development Document to which it is a party;
 - (viii) (to the extent they are not subject to an effective assignment under paragraph 2 below) all its rights under each Lump Sum Payment Bond to which it is a party;
 - (ix) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
 - (x) its goodwill;
 - (xi) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified

HQCB Properties (HQ3) Limited

Continuation Sheet 2

in any other sub-paragraph in this paragraph 1(b) and the right to recover and receive all compensation which may be payable to it in respect of them;

(xii) its uncalled capital; and

(xiii) all Shares held by it and/or any nominee on its behalf and all Related Rights.

2. By way of assignment:

(a) in the case of the Trustees and Investorco, all its rights under each Lease Document relating to the Mortgaged Property to which it is a party.

(b) all its rights under each Development Document to which it is a party;

(c) all its rights under, and interests in, all Lump Sum Payment Bonds issued in connection with the Development;

(d) in the case of the Trustees and Investorco, all Rental Income relating to or deriving from the Mortgaged Property; and

(e) in the case of the Trustees and Investorco, any guarantee of such Rental Income contained in or relating to any Occupational Lease Document.

3. By way of a floating charge each of the Trustees, Subco, Holdco and Contractorco charges all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charged by paragraph 1 & 2 above.

NB

1. The Chargor shall not, except as permitted under the Rental Undertaking Facility Agreement:

(a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed or in accordance with the Intercreditor Deed or the Rental Undertaking Composite Debenture Intercreditor Deed; or

(b) sell, transfer, grant, lease or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under Clause 3.1 (Creation of floating charge) of the Deed; or

(c) take or permit the taking of any action whereby the rights attaching to any of the Security Assets are altered or further shares in an SPV are issued.

2. The Bank may by notice to a Trustee, Subco, Holdco, or Contractorco (as the case may be) convert the floating charge created by the Deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice if:

(a) an Event of Default is outstanding; or

HQCB Properties (HQ3) Limited

Continuation Sheet 3

- (b) the Bank has reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 3. A reference in this Form 395 to a charge or mortgage of any freehold or leasehold property includes:
 - (i) all buildings and Fixtures on that property;
 - (ii) the proceeds of sale of any part of that property; and
 - (iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.
- 4. In the Form 395, a reference to a person includes its successors and assigns. A reference to a Finance Document or another document is a reference to that Finance Document or another document as amended, novated, restated or supplemented from time to time.
- 5. The charges, mortgages and assignments granted by the Chargor under the Deed are given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

In this Form 395:

"Affiliate"

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

"Agreed Package"

means:

- (a) the Sub-Contract; and
- (b) in connection with any Professional or Trade Contractor, the form of Professional Appointment and related Collateral Warranty or, as the case may be, the form of Trade Contract and related Collateral Warranty set out in the bundle of documents entitled "Finance - Construction Documents - Contracts, Appointments with Pre-Agreed Amendments",

and in each case initialled by or on behalf of CWCL and the Bank before the Utilisation Date for the purpose of identification.

"Agreement for Lease"

means an agreement to grant an Occupational Lease of all or part of the Property.

HQCB Properties (HQ3) Limited

Continuation Sheet 4

"A.O. Principal Agreement for Lease"

means an Agreement for Lease dated 11th June, 2002 relating to the grant of a lease of floors 29 to 32 and ground level mezzanine storage space of a new building on parcel HQ3, Canary Wharf, London E14 between HQPL, CWG and A.O. Services.

"Architect"

means a firm or company of architects appointed by CWCL or Contractorco with the approval of the Bank (such approval not to be unreasonably delayed or withheld).

"Brakendown Contract"

means the design and construct contract dated 28th February, 1992 between Heron Quays Developments Limited (as subsequently novated to HQPL on 16th April, 1992) and CWCL under which CWCL agreed to design and construct the buildings on the Heron Quays Estate (other than the site designated as HQ1 on the Heron Quays Estate on the Site Plan).

"Building Services Engineer"

means a firm or company of building services engineers as may be appointed by CWCL or Contractorco with the approval of the Bank (such approval not to be unreasonably withheld or delayed).

"Collateral Warranty"

means each collateral warranty granted or to be granted by a Warranty Trade Contractor or a Warranty Professional, in favour of the Bank.

"Contractorco"

means Canary Wharf Contractors (HQ3) Limited.

"CWCL"

means Canary Wharf Contractors Limited.

"CWCL Charge"

means a legal charge dated 22nd October, 2002 executed by CWCL in favour of the Bank, substantially in the form of schedule 10 (Form of CWCL Charge) to the Rental Undertaking Facility Agreement.

"CWEL"

means Canary Wharf Estate Limited.

"CWG"

means Canary Wharf Group PLC.

HQCB Properties (HQ3) Limited

Continuation Sheet 5

"CWHL"

means Canary Wharf Holdings Limited.

"CWIL"

means Canary Wharf Investments Limited.

"Developer"

means HQPL.

"Development"

means the construction and carrying out on or in relation to the Property of the Development Works.

"Development Document"

means:

- (a) the Brackendown Contract insofar as it relates to the Development only;
- (b) the Sub-Contract;
- (c) an Agreement for Lease;
- (d) the Trustee Appointment;
- (e) a Trade Contract;
- (f) a Professional Appointment;
- (g) a Collateral Warranty; or
- (h) any other document designated as such by the Bank and the Developer or the Facility Administrator.

"Development Works"

means all those works required to achieve Practical Completion.

"Eligible Investments"

means 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.

"Event of Default"

means an event specified as such in clause 18.1 (Events of Default) of the Rental Undertaking Facility Agreement.

HQCB Properties (HQ3) Limited

Continuation Sheet 6

"Facility Administrator"

means Heron Quays Properties Limited.

"Fee Letter"

means the letter dated 22nd October, 2002 between the Bank and the Developer setting out the amount of various fees referred to in clause 5.1 (Fees in respect of the Rental Undertaking) of the Rental Undertaking Facility Agreement.

"Finance Document"

means:

- (a) the Rental Undertaking Facility Agreement;
- (b) a Security Document;
- (c) a Subordination Deed;
- (d) the Intercreditor Deed;
- (e) a Rental Undertaking Composite Debenture Intercreditor Deed;
- (f) the Fee Letter; or
- (g) any other document designated as such by the Bank and the Developer or the Facility Administrator.

"Fixtures"

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

"Floating Charge Document"

means:

- (a) a third supplemental floating charge trust deed dated 22nd October, 2002 between Canary Wharf Finance II plc, Deutsche Trustee Company Limited, the Bank and certain other rental undertaking providers and charging companies in relation to the Canary Wharf and Heron Quays estates supplemental to an original floating charge trust deed dated 6th June, 2000, a first supplemental floating charge trust deed dated 12th June, 2001 and a supplemental floating charge trust deed dated 21st February, 2002; and
- (b) a third supplemental floating charge dated 22nd October, 2002 between Deutsche Trustee Company Limited and certain charging companies in relation to the Canary Wharf and Heron Quays estates supplemental to a floating charge dated 6th June, 2000, a first supplemental floating charge dated 12th June, 2001 and a second supplemental floating charge dated 21st February, 2002.

HQCB Properties (HQ3) Limited

Continuation Sheet 7

"Group"

means CWG and its Subsidiaries.

"Guarantor"

means a HQPL or a Parent Guarantor.

"Headlease"

means the lease under which CWIL is the landlord and the Developer (or the Trustees, as applicable) is tenant insofar as it relates to the Property.

"Holdco"

means Heron Quays Holdings (HQ3) Limited.

"HQPL"

means Heron Quays Properties Limited.

"HQPL Charge"

means a legal charge dated 22nd October, 2002 and executed by HQPL in favour of the Bank with respect to the Development, substantially in the form of Schedule 9 (Form of HQPL Charge) to the Rental Undertaking Facility Agreement.

"Insurances"

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

"Intercreditor Deed"

means an intercreditor deed dated 22nd October, 2002 between, amongst others, the Bank, Deutsche Trustee Company Limited as security trustee and the Obligors in form acceptable to the Bank.

"Investorco"

means HQCB Investments Limited.

"Lease Document"

means:

- (a) the Headlease;
- (b) the Principal Agreement for Lease;
- (c) the Principal Occupational Lease;
- (d) an Agreement for Lease;

HQCB Properties (HQ3) Limited

Continuation Sheet 8

- (e) an Occupational Lease; or
- (f) any other document designated as such by the Bank and the Developer or the Facility Administrator.

"Lump Sum Payment Bond"

means a bond issued or to be issued by a Lump Sum Payment Bond Bank in respect of the obligations of a Trade Contractor to carry out works and/or to supply goods under the relevant Trade Contract in the form set out in the Agreed Package with such amendments as the Bank may reasonably approve.

"Lump Sum Payment Bond Bank"

means:

- (a) a bank authorised under the Banking Act 1987 or the Financial Services and Markets Act 2000 to carry on a deposit-taking business; or
- (b) an insurance company regulated under the Insurance Companies Act 1982 or the Financial Services and Markets Act 2000,

in each case the long term debt of which is rated at least A+ by Standard & Poor's Rating Services (a division of The McGraw-Hill Companies Inc) or A1 by Moody's Services Inc or A+ by Fitch Ratings Limited.

"Mortgaged Property"

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

"Notes"

means any notes issued by Canary Wharf Finance II plc.

"Obligor"

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

"Occupational Lease"

means any occupational lease or licence or other right of occupation to which the Property may be subject from time to time.

"Occupational Lease Document"

means an Occupational Lease or an Agreement for Lease.

"Option"

means an option served pursuant to a deed of variation option dated 21st December, 2001 made between HQPL, Canary Wharf Group PLC (now CWEL), CWCL and Skadden Arps Slate Meagher & Flom LLP.

HQCB Properties (HQ3) Limited

Continuation Sheet 9

"Parent Guarantor"

means CWHL, CWIL and CWEL.

"Practical Completion"

means:

- (a) in respect of Section 1, Relevant Base Building Works Practical Completion as such term is defined in the Skadden Principal Agreement for Lease;
- (b) in respect of Section 2, the later of Fitting Out Works Practical Completion and Relevant Base Building Works Practical Completion or, if the Option is exercised, the later of the First Section Fitting Out Works Practical Completion and the Relevant Base Building Works Practical Completion in relation to a First Section Fitting Out Floor and the later of the Second Section Fitting Out Works Practical Completion and the Relevant Base Building Works Practical Completion in relation to a Second Section Fitting Out Floor, as all of such terms are defined in the Skadden Principal Agreement for Lease; and
- (c) in respect of Section 3, the later of Relevant Base Building Works Practical Completion and the date on which either the Key Access Ways hatched blue on the Key Access Way Plans or suitable alternative routes in accordance with the A.O. Principal Agreement for Lease are available for use by the Tenant, as all such terms are defined in the A.O. Principal Agreement for Lease.

"Principal Agreement for Lease"

means:

- (a) the A.O. Principal Agreement for Lease; or
- (b) the Skadden Principal Agreement for Lease.

"Principal Occupational Lease"

means the Occupational Lease to be granted pursuant to the Principal Agreement for Lease.

"Professional"

means an Architect, a Building Services Engineer, a Structural Engineer or any other consultant with a design responsibility in respect of the Development (other than infrastructure works) appointed by CWCL and/or Contractorco, or any other consultant with like responsibilities in respect of the Development (other than infrastructure works) as may be appointed by CWCL and/or Contractorco, in each case with the approval of the Bank (such approval not to be unreasonably withheld or delayed).

"Professional Appointment"

means an agreement for the appointment by CWCL and/or Contractorco of a Professional.

HQCB Properties (HQ3) Limited

Continuation Sheet 10

"Property"

means the parcel of land known as HQ3 as more particularly described in schedule 1 to the HQPL Charge and schedule 2 to the Deed and, where the context so requires, means the buildings on the Property.

"Rating Agency"

means Standard and Poor's Rating Services, Moody's Services, Inc. and Fitch Ratings Limited and any other further or replacement rating agency appointed by Canary Wharf Finance II plc with the approval of the Deutsche Trustee Company Limited to provide a credit rating or ratings for the Notes or any class thereof.

"Related Rights"

means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Rental Income"

means the aggregate of all amounts payable to or for the benefit or account of the Chargor in connection with the letting of the Mortgaged Property or any part thereof, including (without duplication or double counting 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 amount payable in respect of rent by any surety or guarantor of any rent;
- (c) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927;
- (d) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954;
- (e) sums received by the Chargor (and to which the Chargor is beneficially entitled) from any deposit held as security for performance of any tenant's obligations;
- (f) any other moneys payable in respect of occupation and/or usage of the Mortgaged Property and every fixture and fitting therein and any and every fixture thereon, on licence or otherwise;
- (g) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (h) 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,

HQCB Properties (HQ3) Limited

Continuation Sheet 11

and which are not recoverable by, the Chargor from any party) in furtherance of such proceedings so taken or claim so made;

- (i) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (j) 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 Document or occupancy agreement; and
- (k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,

but after deducting the following amounts to the extent included in the above:

- (i) those amounts (if any) (together with any VAT or similar taxes charged thereon) due to the Chargor from any tenants under an Occupational Lease Document or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by the Chargor and/or Canary Wharf Management Limited or its Affiliates under any repairing or similar obligations or in providing services to such tenant or tenants of such building;
- (ii) any contribution to a sinking fund paid by any tenant or other occupier; and
- (iii) any VAT or similar taxes payable on any of the items listed in paragraphs lettered (a)-(k) above.

"Rental Undertaking Composite Debenture"

means a composite debenture dated 22nd October, 2002 between amongst others, the Bank, Deutsche Trustee Company as security trustee, the SPVs and various other Subsidiaries of the Group.

"Rental Undertaking Composite Debenture Intercreditor Deed"

means:

- (a) an intercreditor deed relating to the Heron Quays and Canary Wharf estates dated 22nd October, 2002 between certain of the parties to the Rental Undertaking Composite Debenture and Deutsche Trustee Company Limited as security trustee in a form acceptable to the Bank; and
- (b) an intercreditor deed relating to the Canary Wharf estate dated 22nd October, 2002 between certain of the parties to the Rental Undertaking Composite Debenture, certain other rental undertaking providers in relation to that estate and Deutsche Trustee Company Limited as security trustee in a form acceptable to the Bank.

"Rental Undertaking Facility Agreement"

means the £179,506,592 rental undertaking facility agreement dated 22nd October, 2002 between (amongst others) the parties to the Deed.

HQCB Properties (HQ3) Limited

Continuation Sheet 12

"Security Account"

means an account in the name of the Chargor or in which the Chargor has an interest, established under clause 9 (Bank Accounts) of the Rental Undertaking Facility Agreement.

"Security Assets"

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

"Security Document"

means:

- (a) the Deed;
- (b) the HQPL Charge;
- (c) the CWCL Charge;
- (d) the Shares Charge;
- (e) the Rental Undertaking Composite Debenture;
- (f) a Floating Charge Document; or
- (g) any other document designated as such by the Bank and the Developer or the Facility Administrator.

"Security Interest"

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

"Shares"

means the interests of the Chargor in the share capital of any entity.

"Shares Charge"

means a fixed charge over the shares of Holdco and Contractorco dated 22nd October, 2002 entered into between CWIL and the Bank substantially in the form of schedule 11 (Form of Shares Charge) to the Rental Undertaking Facility Agreement.

"Site Plan"

means the plan of Canary Wharf and Canary Wharf South, London E14 delivered in accordance with clause 3.1 (Documentary conditions precedent) of the Rental Undertaking Facility Agreement.

"Skadden Principal Agreement for Lease"

means, an Agreement for Lease dated 21st December, 2001 between HQPL, CWG and Skadden Arps Slate Meagher & Flom LLP relating to the grant of leases of each of floors 20 to 26 (inclusive) and

HQCB Properties (HQ3) Limited

Continuation Sheet 13

ancillary storage space of the building known as HQ3, Canary Wharf London E14 as varied from time to time by the exercise of the Option.

"SPV"

means Holdco, Subco, Trustee 1, Trustee 2, Contractorco or the Chargor.

"Structural Engineer"

means the firm or company of structural engineers appointed by CWCL and/or Contractorco with the approval of the Bank (such approval not to be unreasonably delayed or withheld).

"Subco"

means Heron Quays (HQ3) Limited.

"Sub-Contract"

means a design and construct sub-contract between the Developer, CWCL and Contractorco dated 14th October, 2002.

"Subordination Deed"

means the subordination deed dated 22nd October, 2002 between (amongst others) one or more Guarantors as subordinated creditors and Contractorco and one or more SPVs and/or Investorco as debtors and the Bank, substantially in the form of schedule 12 (Form of Subordination Deed) to the Rental Undertaking Facility Agreement.

"Subsidiary"

means:

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and
- (b) where the context so requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

"Trade Contract"

means any trade or purchase contract in respect of the Development (other than infrastructure works) entered into or to be entered into between CWCL and/or Contractorco and a Trade Contractor.

"Trade Contractor"

means a firm or company of trade contractors and suppliers appointed by CWCL and/or Contractorco in relation to the Development (other than infrastructure works) with the approval of the Bank (such approval not to be unreasonably withheld or delayed).

"Trustee Appointment"

means a deed dated 22nd October, 2002 between the Developer, Subco and the Trustees substantially in the form of Part I of Schedule 13 (Form of Trust Deed) to the Rental Undertaking Facility

HQCB Properties (HQ3) Limited

Continuation Sheet 14

Agreement together with the related undertaking given or to be given by the Developer substantially in the form of Part II of Schedule 13 (Form of Beneficiary's Undertaking) to the Rental Undertaking Facility Agreement.

"Trustee 1"

means Heron Quays (HQ3) T1 Limited.

"Trustee 2"

means Heron Quays (HQ3) T2 Limited.

"Trustees"

means Trustee 1 and Trustee 2.

"Warranty Professional"

means:

- (a) a Professional listed as such in schedule 6 to the Rental Undertaking Facility Agreement;
- (b) a Professional which the Bank reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development (other than infrastructure works); or
- (c) a Professional appointed to replace any Professional referred to in paragraph (a) or (b) above.

"Warranty Trade Contractor"

means:

- (a) a Trade Contractor listed as such in schedule 7 to the Rental Undertaking Facility Agreement;
- (b) a Trade Contractor which the Bank reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development (other than infrastructure works); or
- (c) a Trade Contractor appointed to replace any Trade Contractor referred to in paragraph (a) or (b) above.

HQCB Properties (HQ3) Limited

Continuation Sheet 15

SCHEDULE**Real Property**

Parcel HQ3: Heron Quays, London E14	Title Number	Proprietor
The whole of the property transferred by a transfer (on Form TP1) of the freehold interest in Parcel HQ3, Heron Quays, London E14 dated 22nd October 2002 and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Management Limited (3) and HQCB Investments Limited (4)	EGL387040	HQCB Investments Limited
The legal title to the whole of the property transferred by a transfer (on Form TP1) of the leasehold interest in Parcel HQ3, Heron Quays, London E14 dated 22nd October, 2002 and made between Heron Quays Properties Limited (1) Canary Wharf Limited (2) Canary Wharf Investments Limited (3) Canary Wharf Management Limited (4) Heron Quays (HQ3) T1 Limited and Heron Quays (HQ3) T2 Limited (5)	EGL387043	Heron Quays (HQ3) T1 Limited and Heron Quays (HQ3) T2 Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04525220

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd OCTOBER 2002 AND CREATED BY HQCB PROPERTIES (HQ3) LIMITED FOR SECURING ALL MONIES DUE FROM EACH OBLIGOR TO DEUTSCHE BANK AG LONDON 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 6th NOVEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th NOVEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

J-C
P

HC026B