

COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares



Please do not write in this nargin Pursuant to section 155(6) of the Companies Act 1985

ease complete gibly, preferably	To the Registrar of Companies		For official use	Company number		
black type, or old block lettering	Name of company			1111312		
ease read the notes	+ CANARY WHARF	LIMITED				
impleting this form. insert full name of company	LEVEL 30 ONE CAN		(MARY WH	KRE IONDON E	14 5M	
insert name(s) and address(es) of all the directors		W/D// 3-07/11-0	Chivaley Mi	AND PORTOR OF		
delete as appropriate	[the sole director] fall the directors] to solemnly and sincerely declare that:	of the above comp	eany (hereinafter c	alled 'this company') de)	
delete whichever s inappropriate	The business of this company is:					
	(a) that of a [recognised bank][licensed institution]† within the meaning of the Banking Act 19795					
	(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on					
	insurance business in the United Kingdom§					
	(c) something other than the above§					
	This company is [the][a] holding company of* SEE SCHEDULE 1 ATTACHED which is					
	proposing to give financial assistance in connection with the acquisition of shares					
V	in this company and					
7	SEE SCHEDULE 1 ATTACHED the holding company of this company.]†					
	Presentor's name address and	For official Use	······································		—	
	reference (if any):	General Section	i Dani			
	CLIFFORD CHANCE 200 ALDERSGATE STREET LONDON EC1A 4JJ					
	REF; MER/11051/21		A16 COM	*AZP3YI1I* PANIES HOUSE 09/01	288 /96	

-The assistance is for the purpose of [that acquisition] (reducing or discharging a liability incurred for the	
purpose of that acquisition].† (note 1)	Please do not write in
- •	this margin
The number and class of the shares acquired or to be acquired is:	Please complet legibly, preferal in black type, o bold block lette
The assistance is to be given to: (note 2) SEE SCHEDULE 1 ATTACHED	- -
The assistance will take the form of:	-
SEE SCHEDULE 2 ATTACHED	
The person who {has acquired}[will acquire]† the shares is: SEE SCHEDULE 1 ATTACHED	† delete as appropriate
The principal terms on which the assistance will be given are:	_
SEE SCHEDULE 2 ATTACHED	
The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is	·
The amount of cash to be transferred to the person assisted is £ NTL	_
The value of any asset to be transferred to the person assisted is £ NTI.	

Please do not '	THE DATE OF THIS DECLARATION The date on which the assistance is to be given is WITHIN TWO WEEKS THEREAFTER	OK
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Please complete legibly, preferably in black type, or bold block lettering I/We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.(note 3)

* delete either (a) or (b) as appropriate

(a)[I/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]*(note 3)

(b)(It is intended to commence the winding-up of this company within 12 months of that date; and I/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up.)*(note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 200 Alderwalk St	Declarants to sign below
London	
ECIA 4JJ	
the 22nd day of December	1 Anh
one thousand nine hundred and nely Core	
before me ALJA TO DAVIES	

NOTES

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.

a Commissioner for Oaths.

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on

- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

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SUBSIDIARIES OF COMPANY

Cabot Place Limited

Canary Cannon Limited

Canary Wharf Management Limited

Hazelway Limited

Seven Westferry Circus (No. 2) Limited

CWR SPV HCo

SHARES BEING ACQUIRED

ACQUIROR/ PERSON BEING ASSISTED

ACQUIRED

COMPANY WHOSE SHARES ARE BEING

Canary Wharf Holdings Limited

405,000,000 redeemable preferred ordinary 105,001 ordinary shares of £1 each

shares of £1 each,

401,000,000

Canary Wharf Limited

redeemable ordinary shares of US\$1 each

1,000 ordinary shares of £1 each

CWI Holdings PLC

Canary Wharf Holdings Limited

One Canada Square Canary Wharf

E14 5AB

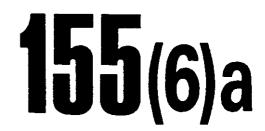
London

The assistance to be given by each subsidiary is as set out in the Form 155(6)(a) in relation to that subsidiary, and sworn by the director of that subsidiary on the same date as this statutory declaration, a copy of which is attached to this form.



COMPANIES FORM No.155(6)a

Declaration in relation to assistance for the acquisition of shares.



Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

margin					
Please complete legibly, preferably in black type, or bold block lettering	To the Registrar of Companies (Address overleaf- Note 5) Name of company		For official use	Company number 206 7511	
Note Please read the notes on page 3 before completing this form.		JON LIMIT	red		
* insert full name of company	A. PETER ANDERSON II OF				
ø insert name(s) and address(es) of all the directors	LEVEL 30 ONE CANAD	·-··	RY WHARF L	ONDON EI4 548	
† delete as appropriate	[the sole director][all the directors] The business of the company is:	† of the above compa	any do solemniy a	and sincerely declare tha	 nt:
§ delete whichever is inappropriate	(a) that of a {recognised bank}{licensed institution}† within the meaning of the Banking Act 1979\$ (b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to earry on insurance business in the United Kingdom\$ (c) something other than the above\$				
	The company is proposing to give the tempany [company's holding SEE SCHEDULE 1 AT				s in
·	The assistance is for the purpose of purpose of that acquisition].† The number and class of the share: SEE SCHEDULE 1 A	s acquired or to be a			
÷	Presentor's name address and reference (if any): CLIFFORD CHANCE 200 ALDERSGATE STREET LONDON EC1A 4JJ REF; MER/I1051/21	For official Use General Section	Pos	room	
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SEE SCHEDULE 1 ATTACHED	† delete as appropriate
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SEE SCHEDULE 2 ATTACHED	
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ne amount of cash to be transferred to the person assisted is £NIL	

Stat Plus Group plc

Page 2

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delete either (a) or (b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.(note 3)

(a)[I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]*(note 3)

(b)(It is intended to commence the winding up of the company within 12 months of that date; and 1/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]*(note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at		Declarants to sign below
the day of		
one thousand nine hundred and		
before me	•	
A Commissioner for Oaths or Notary of the Peace or a Solicitor having the		

NOTES

For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.

conferred on a Commissioner for Oaths.

- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies Companies House Crown Way Maindy Cardiff CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies **Companies Registration Office** 102 George Street Edinburgh EH2 3DJ

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SHARES BEING ACQUIRED

ACQUIROR/ PERSON BEING ASSISTED

Canary Wharf Holdings Limited

105,001 ordinary shares of £1 each 405,000,000 redeemable preferred ordinary shares of £1 each

CWI Holdings PLC

Canary Wharf Limited

• redeemable ordinary shares of US\$1 each 1,000 ordinary shares of £1 each 405,000,000 redeemall preferred each ordinary of areas of £1 fourth

Canary Wharf Holdings Limited all of One Canada Square Canary Wharf

E14 5AB

London

The assistance would take the form of the execution, delivery and performance by the Company of:-

- an acquisition facility agreement (the "CNA Facility Agreement") between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, certain subsidiaries of the Borrower as Guarantors (including the Company), all subsidiaries of the Borrower as the Contracting Companies, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and Bankers Trust Company as Payment Agent pursuant to which:
 - (a) the Lenders will lend to Canary Wharf Holdings Limited (as Borrower) up to £220,000,000;
 - (b) the Guarantors will jointly and severally irrevocably and unconditionally guarantee that the Borrower and each of the other Guarantors will discharge, observe and perform the Liabilities of such person;
 - (c) each of the Guarantors will jointly and severally irrevocably indemnify the Payment Agent, the Facility Agent, the Security Agent and the Lenders against any loss of whatever kind resulting from the failure by the Borrower or any other Guarantor to make any repayment or payment due under any Finance Document or to perform any other Liability; and
 - (d) each of the Borrower and the Contracting Companies shall jointly and severally indemnify the Lenders against the cost of, and any loss or liability incurred by them pursuant to or in connection with, the defeasance of the EIB Loan by the Lenders pursuant to the EIB Intercreditor Agreement or a redemption of the EIB Loan as therein provided,

for which purposes:

- (i) "Finance Documents" means the CNA Facility Agreement, the Security Agency Agreement, the EIB Intercreditor Agreement, the LUL Deed of Priorities, the Deed of Subordination, the Security Documents, any document amending or supplementing any of the foregoing and any other document which the Facility Agent may from time to time agree with the Borrower is to constitute a Finance Document for the purpose of the CNA Facility Agreement;
- "Security Document" means the Debentures, the Security Agency Agreement, any other security documents provided pursuant to any provision of the CNA Facility Agreement and any other security, guarantees or indemnities which the Facility Agent may from time to time agree in writing with the Borrower is to constitute a Security Document for the purposes of the CNA Facility Agreement;

- (iii) "Debentures" means the Lenders' First Debenture, the Lenders' Second Debenture and the Lenders' Clawback Charge;
- (iv) "Security Agency Agreement" means the security agency agreement between the Security Agent, the Agents, the Borrower, the Guarantors, the EIB Subsidiaries and the Lenders in a form acceptable to the Facility Agent;
- (v) "Lenders' First Debenture" means the debenture made between the Borrower, the Guarantors, Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;
- (vi) "Lenders' Second Debenture" means the debenture between the EIB Subsidiaries, Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;

the other nembers of the First Tower Limited Partnership,

- (vii) "Lenders Clawback Charge" means the charge between First Tower GP(I) Limited, Canary Wharf Investments (Three) Limited ("CWI3"), Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;
- (viii) "LUL Deed of Priorities" means the deed of priorities between Canary Wharf Limited ("CWL"), Canary Wharf Investments Limited ("CWIL"), London Underground Limited, London Regional Transport, the Security Agent and European Investment Bank in a form acceptable to the Facility Agent;
- "Liabilities" means liabilities of any nature of the Obligor Group to the Facility Agent, the Payment Agent, the Security Agent, any of the Lenders and/or any receiver under or in connection with the CNA Facility Agreement or any other Finance Document and whether existing at the date of the CNA Facility Agreement or arising thereafter;
- (x) "Obligor Group" means the Borrower, the Guarantors and, after a defeasance of the EIB Loan by the Lenders pursuant to the EIB Intercreditor Agreement or a redemption of the EIB Loan as provided therein, the EIB Subsidiaries;
- (xi) "EIB Subsidiaries" means the subsidiaries of Canary Wharf Holdings Limited listed in part 2 of Schedule 1 to the CNA Facility agreement and any subsidiary thereof;
- (xii) "EIB Loan" means the loan made pursuant to the amended and restated facility agreement of even date with the CNA Facility Agreement made between EIB and CWE SPVH Co. Limited;

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- (xiii) "EIB Intercreditor Agreement" means the intercreditor agreement of even date with the CNA Facility Agreement made between the Borrower, CWL, CWIL, European Investment Bank, the Lenders and the other parties named therein; and
- (xiv) "Deed of Subordination" means the deed of subordination of even date with the CNA Facility Agreement made between First Tower Limited Partnership, CWI3 and the other parties therein relating to the subordination of indebtedness of the Obligor Group;
- 2. the Lenders' First Debenture (referred to in 1 above) pursuant to which Canary Wharf Holdings Limited and the other Companies (including the Company) named therein:-
 - (i) by way of continuing security for the discharge of all the Liabilities (as defined in 1 above) charge in favour of the Security Agent (as trustee) in the manner provided in the Lenders' First Debenture, including (but without limitation):
 - (A) with full title guarantee, subject as provided in the Lenders' First Debenture, by way of first legal mortgage, the Mortgaged Property (as defined in the Lenders' First Debenture);
 - (B) with full title guarantee, subject as provided in the Lenders' First Debenture, by way of first legal mortgage, (to the extent that the same are not the subject of a mortgage under paragraph (A)), any Real Property, other than the Excluded Assets, (in each one as defined in the Lenders' First Debenture) now belonging to the relevant Company and the proceeds of sale of all or any part thereof and every interest therein which the relevant Company has power at law or in equity to charge;
 - (C) with full title guarantee, by way of first fixed charge, all Shares (as defined in the Lenders' First Debenture);
 - (D) Let the guarantee but subject as provided in the Lenders' First Debenture:-
 - (a) (to the extent that the same are not the subject of a charge under paragraphs (A) or (B)) with full title guarantes, subject as provided in the Lenders' First Debenture, all present and future estates or interests in any Real Property (other than the Excluded Assets, as defined in the Lenders' First Debenture) belonging to the relevant Company and all proceeds of sale of all or any part thereof,
 - (b) all plant and machinery, now or with full title guaranted, in the future, owned by the relevant Company and its interest in any plant or machinery in its possession, save in each case where the same is

located on any Excluded Assets, as defined in the Lenders' First Debenture;

- (E) by way of first floating charge, all its Assets (as defined in the Lenders' First Debenture), both present and future, including Assets otherwise expressed to be charged; and
- (ii) with full title guarantee by way of continuing security for the discharge of all Liabilities (as defined in 1 above) conveys, transfers and assigns in equity to the Security Agent (as trustee) in the manner provided in the Lenders' First Debenture, including (but without limitation) all its Rights (as defined in the Lenders' First Debenture) in and to:-
 - (A) the Relevant Agreements and the Development Documents Trust in each case as defined in the Lenders' First Debenture);
 - (B) the proceeds of Insurances (as defined in the Lenders' First Debenture) received by any of the Companies;
 - (C) the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act, to which the relevant Company is now or may hereafter become entitled; and
 - (D) [the Cap insofar as it is not released pursuant to the CNA Facility Agreement].
- a debenture ("EIB Defeasance Debenture") under which the Company (together with other companies) grants in favour of European Investment Bank ("EIB") a floating charge in respect of all its assets and undertakings and fixed security over certain of its assets, in each case as continuing security for obligations under the Finance Documents as defined in the amended and restated facility agreement between EIB and CWE SPV HCo. Limited (the "EIB Facility Letter") including, without limitation, all obligations under the EIB Facility Agreement and under an indemnity in respect of the defeasance or redemption by EIB under the terms of the Intercreditor Agreement (as defined in the EIB Facility Agreement) of all or any part of the loan under an acquisition facility agreement between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and others provided that enforcement is restricted under the Intercreditor Agreement until the said defeasance or redemption is completed.
- 4. a deed of subordination under which the Company's right to receive repayment of indebtedness owed to it by any Relevant Obligor (as defined in the EIB Facility Agreement) is restricted on the insolvency of such Relevant Obligor.

- 5. an intercompany loan agreement between (1) CWI Holdings plc, Canary Wharf Holdings Limited and Canary Wharf Limited (the "Inter-group Borrowers") and (2) inter alia, the Company under which the Company and the other lenders agree to make advances to the Inter-Group Borrowers at the time and in the amount specified by the Inter-Group Borrowers (the "CNA Inter-Company Loan Agreement");
- 6. any other document or transaction relating to the transactions approved at the board meeting of the Company where it was resolved to approve this declaration.



COMPANIES FORM No.155(6)a

Declaration in relation to assistance for the acquisition of shares.



Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

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Please complete legibly, preferably in black type, or bold block lettering	To the Registrar of Companies (Address overleaf- Note 5) Name of company		For official u	¬ —	number - 8110
Note Please read the notes	Name of company		·······		
on page 3 before completing this form.	· CABOT PLACE	LIMIT	6 0		
* insert full name of company	A. PETER ANDERSON	II OF			
ø insert name(s) and address(es) of all the directors	LEVEL 30 ONE CANADA	soure i	CANKRY WHORE	F LONDON	E14 5A8
			7.7.		
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appropriate	[the sole director][all the directore]† The business of the company is:	of the above co	ompany do solemi	niy and sincerei	y declare that:
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is inappropriate	(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on				
	insurance business in the United Kingdom§				
	(c) something other than the above§				
	The company is proposing to give financial assistance in connection with the acquisition of shares in				
	the company [company's holding company				
	SEE SCHEDULE 1 ATTACHED Limited]†				
	The assistance is for the purpose of [that acquisition][reducing or discharging a liability incurred for the				
	purpose of that acquisition].+				
	The number and class of the shares acquired or to be acquired is:				
	SEE SCHEDULE 1 ATTACHED				
	Presentor's name address and	For official U			
	reference (if any):	General Section	1	Post room	
	CLIFFORD CHANCE 200 ALDERSGATE STREET LONDON EC1A 4JJ				
	REF; MER/I1051/21				
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Stat Plus Group plc

Page 1

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(a)[I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]*(note 3)

(b)(It is intended to commence the winding up of the company within 12 months of that date; and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.)*(note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at	Declarants to sign below		
the day of			
one thousand nine hundred and			
before me			
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.			

NOTES

- For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
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- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies Companies House Crown Way Maindy Cardiff CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies Companies Registration Office 102 George Street Edinburgh EH2 3DJ

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SHARES BEING ACQUIRED

ACQUIROR/ PERSON BEING ASSISTED

Canary Wharf Holdings Limited

105,001 ordinary shares of £1 each 405,000,000 redeemable preferred ordinary shares of £1 each

CWI Holdings PLC

Canary Wharf Limited

• redeemable ordinary shares of US\$1 each 1,000 ordinary shares of £1 each

Canary Wharf Holdings Limited
all of
One Canada Square
Canary Wharf

London E14 5AB

405,000,000 redocuable glaves of leach

The assistance would take the form of the execution, delivery and performance by the Company of:-

- 1. an acquisition facility agreement (the "CNA Facility Agreement") between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, certain subsidiaries of the Borrower as Guarantors (including the Company), all subsidiaries of the Borrower as the Contracting Companies, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and Bankers Trust Company as Payment Agent pursuant to which:
 - (a) the Lenders will lend to Canary Wharf Holdings Limited (as Borrower) up to £220,000,000;
 - (b) the Guarantors will jointly and severally irrevocably and unconditionally guarantee that the Borrower and each of the other Guarantors will discharge, observe and perform the Liabilities of such person;
 - (c) each of the Guarantors will jointly and severally irrevocably indemnify the Payment Agent, the Facility Agent, the Security Agent and the Lenders against any loss of whatever kind resulting from the failure by the Borrower or any other Guarantor to make any repayment or payment due under any Finance Document or to perform any other Liability; and
 - (d) each of the Borrower and the Contracting Companies shall jointly and severally indemnify the Lenders against the cost of, and any loss or liability incurred by them pursuant to or in connection with, the defeasance of the EIB Loan by the Lenders pursuant to the EIB Intercreditor Agreement or a redemption of the EIB Loan as therein provided,

for which purposes:

- (i) "Finance Documents" means the CNA Facility Agreement, the Security Agency Agreement, the EIB Intercreditor Agreement, the LUL Deed of Priorities, the Deed of Subordination, the Security Documents, any document amending or supplementing any of the foregoing and any other document which the Facility Agent may from time to time agree with the Borrower is to constitute a Finance Document for the purpose of the CNA Facility Agreement;
- "Security Document" means the Debentures, the Security Agency Agreement, any other security documents provided pursuant to any provision of the CNA Facility Agreement and any other security, guarantees or indemnities which the Facility Agent may from time to time agree in writing with the Borrower is to constitute a Security Document for the purposes of the CNA Facility Agreement;

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- (vi) "Lenders' Second Debenture" means the debenture between the EIB Subsidiaries, Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement; the other members of The First Tower Limited Partnership,
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- "Liabilities" means liabilities of any nature of the Obligor Group to the Facility Agent, the Payment Agent, the Security Agent, any of the Lenders and/or any receiver under or in connection with the CNA Facility Agreement or any other Finance Document and whether existing at the date of the CNA Facility Agreement or arising thereafter;
- (x) "Obligor Group" means the Borrower, the Guarantors and, after a defeasance of the EIB Loan by the Lenders pursuant to the EIB Intercreditor Agreement or a redemption of the EIB Loan as provided therein, the EIB Subsidiaries;
- (xi) "EIB Subsidiaries" means the subsidiaries of Canary Wharf Holdings Limited listed in part 2 of Schedule 1 to the CNA Facility agreement and any subsidiary thereof;
- (xii) "EIB Loan" means the loan made pursuant to the amended and restated facility agreement of even date with the CNA Facility Agreement made between EIB and CWE SPVH Co. Limited:

- (xiii) "EIB Intercreditor Agreement" means the intercreditor agreement of even date with the CNA Facility Agreement made between the Borrower, CWL, CWIL, European Investment Bank, the Lenders and the other parties named therein; and
- (xiv) "Deed of Subordination" means the deed of subordination of even date with the CNA Facility Agreement made between First Tower Limited Partnership, CWI3 and the other parties therein relating to the subordination of indebtedness of the Obligor Group;
- 2. the Lenders' First Debenture (referred to in 1 above) pursuant to which Canary Wharf Holdings Limited and the other Companies (including the Company) named therein:-
 - (i) by way of continuing security for the discharge of all the Liabilities (as defined in 1 above) charge in favour of the Security Agent (as trustee) in the manner provided in the Lenders' First Debenture, including (but without limitation):
 - (A) with full title guarantee, subject as provided in the Lenders' First Debenture, by way of first legal mortgage, the Mortgaged Property (as defined in the Lenders' First Debenture);
 - (B) with full title guarantee, subject as provided in the Lenders' First Debenture, by way of first legal mortgage, (to the extent that the same are not the subject of a mortgage under paragraph (A)), any Real Property, other than the Excluded Assets, (in each one as defined in the Lenders' First Debenture) now belonging to the relevant Company and the proceeds of sale of all or any part thereof and every interest therein which the relevant Company has power at law or in equity to charge;
 - with full title guarantee, by way of first fixed charge, all Shares (as defined in the Lenders' First Debenture);

 with full title guarantee,
 - (D) by way of first fixed charge, but subject as provided in the Lenders' First Debenture:-
 - (a) (to the extent that the same are not the subject of a charge under paragraphs (A) or (B)) with full title guarantees subject as provided in the Lenders' First Debenture, all present and future estates or interests in any Real Property (other than the Excluded Assets, as defined in the Lenders' First Debenture) belonging to the relevant Company and all proceeds of sale of all or any part thereof,
 - (b) all plant and machinery, now or with full title guaranted, in the future, owned by the relevant Company and its interest in any plant or machinery in its possession, save in each case where the same is

located on any Excluded Assets, as defined in the Lenders' First Debenture:

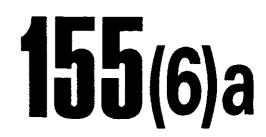
- (E) by way of first floating charge, all its Assets (as defined in the Lenders' First Debenture), both present and future, including Assets otherwise expressed to be charged; and
- (ii) with full title guarantee by way of continuing security for the discharge of all Liabilities (as defined in 1 above) conveys, transfers and assigns in equity to the Security Agent (as trustee) in the manner provided in the Lenders' First Debenture, including (but without limitation) all its Rights (as defined in the Lenders' First Debenture) in and to:-
 - (A) the Relevant Agreements and the Development Documents Trust (in each case as defined in the Lenders' First Debenture);
 - (B) the proceeds of Insurances (as defined in the Lenders' First Debenture) received by any of the Companies;
 - the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act, to which the relevant Company is now or may hereafter become entitled; and (NA Facility Agreement)
 - (D) the Cap insofar as it is not released pursuant to the CNA Facility Agreement].
- a debenture ("EIB Defeasance Debenture") under which the Company (together with other companies) grants in favour of European Investment Bank ("EIB") a floating charge in respect of all its assets and undertakings and fixed security over certain of its assets, in each case as continuing security for obligations under the Finance Documents as defined in the amended and restated facility agreement between EIB and CWE SPV HCo. Limited (the "EIB Facility Letter") including, without limitation, all obligations under the EIB Facility Agreement and under an indemnity in respect of the defeasance or redemption by EIB under the terms of the Intercreditor Agreement (as defined in the EIB Facility Agreement) of all or any part of the loan under an acquisition facility agreement between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and others provided that enforcement is restricted under the Intercreditor Agreement until the said defeasance or redemption is completed.
- 4. a deed of subordination under which the Company's right to receive repayment of indebtedness owed to it by any Relevant Obligor (as defined in the EIB Facility Agreement) is restricted on the insolvency of such Relevant Obligor.

- 5. an intercompany loan agreement between (1) CWI Holdings plc, Canary Wharf Holdings Limited and Canary Wharf Limited (the "Inter-group Borrowers") and (2) inter alia, the Company under which the Company and the other lenders agree to make advances to the Inter-Group Borrowers at the time and in the amount specified by the Inter-Group Borrowers (the "CNA Inter-Company Loan Agreement");
- 6. any other document or transaction relating to the transactions approved at the board meeting of the Company where it was resolved to approve this declaration.



COMPANIES FORM No.155(6)a

Declaration in relation to assistance for the acquisition of shares.



Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete mgibly, preferably m black type, or mold block lettering	To the Registrar of Companies (Address overleaf- Note 5)		For official use	Company num	
-lote	Name of company				
Please read the notes on page 3 before completing this form.	· SEVEN WESTFE	erry circ	US CNO	2) LIMITE	₽D.
insert full name of company	A. PETER ANDERSON	N II OF			
insert name(s) and address(es) of all the directors	LEVEL 30 ONE CANADI	soure can	iary what i	ONDON E14	5AB
					
					
		·			
- delate ee				, , , , , , , , , , , , , , , , , , , 	
delete as appropriate	[the sole director][all the directors]	f of the above comp	pany do solemnly	and sincerely dec	clare that:
	The business of the company is:				
delete whichever is inappropriate	(a) that of a [recognised bank][licen	sed institution]† wit	thin the meaning c	f the Banking Ac	t 1979§
is mappropriate	-(b) that of a person authorised unde	er section 3 or 4 of 1	the Insurance Com	panies Act 1982	to carry o n
	insurance business in the United	l-Kingdom §			
	(c) something other than the above	§			
			,		
	The company is proposing to give f	financial assistance	in connection with	the acquisition	of shares in
	the /company///company's holding	company		·	
	SEE SCHEDULE 1 AT				Limited]†
					•
•	The assistance is for the purpose of	f [that acquisition] [r	educina or dischar	raina a liability in	curred for the
	purpose of that acquisition).†	· (a. a. q	g	gg =,	
	parposo or mat addistrion,				
	The number and class of the shares	a acquired or to be	acquired in		
		·	acquired is:		
	SEE SCHEDULE 1 AT	TACHED			
·	Presentor's name address and reference (if any):	For official Use General Section	l Pos	st room	
	CLIFFORD CHANCE 200 ALDERSGATE STREET LONDON EC1A 4JJ				
	REF; MER/I1051/21	1			
			1		1
			[•

SEE SCHEDULE 1 ATTACHED		write in this margin
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		in black type, o bold block lette
ne assistance will take the form of:		
SEE SCHEDULE 2 ATTACHED		
	•	
	•	
	·	
e person who [has aequired][will acquire]† the sh	pares is:	
SEE SCHEDULE 1 ATTACHED		† delete as appropriate
		_
e principal terms on which the assistance will be	divon area	
e principal terms on which the assistance will be	given are.	7
		i ! !
SEE SCHEDULE 2 ATTACHED		
		1
	NII	
e amount of cash to be transferred to the person	assisted is £ NIL	_
e value of any asset to be transferred to the pers	on assisted is £_NIL	_
	THE DATE OF THIS DECLARATION OR WITHIN	

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east, do not rite in is margin

ease complete gibly, preferably black type, or mold block lettering

delete either (a) or (b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.(note 3)

(a)[I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]*(note 3)

(b)[It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]*(note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at	Declarants to sign below
the day of	
one thousand nine hundred and	
before me	
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths	

NOTES

- For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies Companies House Crown Way Maindy Cardiff CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies Companies Registration Office 102 George Street Edinburgh EH2 3DJ

COMPANY WHOSE SHARES ARE BEING ACQUIRED	SHARES BEING ACQUIRED	ACQUIROR/ PERSON BEING ASSISTED
Canary Wharf Holdings Limited	105,001 ordinary shares of £1 each 405,000,000 redeemable preferred ordinary shares of £1 each	CWI Holdings PLC
Canary Wharf Limited	 redeemable ordinary shares of US\$1 each 1,000 ordinary shares of £1 each 	Canary Wharf Holdings Limited
Seven Westferry Circus (No. 2) Limited	10,000,000 ordinary shares of £1 each	Canary Wharf Limited

Canary Wharf Limited
all of
One Canada Square
Canary Wharf
London
E14 5AB

The assistance would take the form of the execution, delivery and performance by the Company of:-

- an acquisition facility agreement (the "CNA Facility Agreement") between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, certain subsidiaries of the Borrower as Guarantors (including the Company), all subsidiaries of the Borrower as the Contracting Companies, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and Bankers Trust Company as Payment Agent pursuant to which:
 - (a) the Lenders will lend to Canary Wharf Holdings Limited (as Borrower) up to £220,000,000;
 - (b) the Guarantors will jointly and severally irrevocably and unconditionally guarantee that the Borrower and each of the other Guarantors will discharge, observe and perform the Liabilities of such person;
 - (c) each of the Guarantors will jointly and severally irrevocably indemnify the Payment Agent, the Facility Agent, the Security Agent and the Lenders against any loss of whatever kind resulting from the failure by the Borrower or any other Guarantor to make any repayment or payment due under any Finance Document or to perform any other Liability; and
 - (d) each of the Borrower and the Contracting Companies shall jointly and severally indemnify the Lenders against the cost of, and any loss or liability incurred by them pursuant to or in connection with, the defeasance of the EIB Loan by the Lenders pursuant to the EIB Intercreditor Agreement or a redemption of the EIB Loan as therein provided,

for which purposes:

- (i) "Finance Documents" means the CNA Facility Agreement, the Security Agency Agreement, the EIB Intercreditor Agreement, the LUL Deed of Priorities, the Deed of Subordination, the Security Documents, any document amending or supplementing any of the foregoing and any other document which the Facility Agent may from time to time agree with the Borrower is to constitute a Finance Document for the purpose of the CNA Facility Agreement;
- "Security Document" means the Debentures, the Security Agency Agreement, any other security documents provided pursuant to any provision of the CNA Facility Agreement and any other security, guarantees or indemnities which the Facility Agent may from time to time agree in writing with the Borrower is to constitute a Security Document for the purposes of the CNA Facility Agreement;

- (iii) "Debentures" means the Lenders' First Debenture, the Lenders' Second Debenture and the Lenders' Clawback Charge;
- (iv) "Security Agency Agreement" means the security agency agreement between the Security Agent, the Agents, the Borrower, the Guarantors, the EIB Subsidiaries and the Lenders in a form acceptable to the Facility Agent;
- (v) "Lenders' First Debenture" means the debenture made between the Borrower, the Guarantors, Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;
- (vi) "Lenders' Second Debenture" means the debenture between the EIB Subsidiaries, Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;
- (vii) "Lenders' Clawback Charge" means the charge between First Tower GP(I) Limited, Canary Wharf Investments (Three) Limited ("CWI3"), Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;
- (viii) "LUL Deed of Priorities" means the deed of priorities between Canary Wharf Limited ("CWL"), Canary Wharf Investments Limited ("CWIL"), London Underground Limited, London Regional Transport, the Security Agent and European Investment Bank in a form acceptable to the Facility Agent;
- "Liabilities" means liabilities of any nature of the Obligor Group to the Facility Agent, the Payment Agent, the Security Agent, any of the Lenders and/or any receiver under or in connection with the CNA Facility Agreement or any other Finance Document and whether existing at the date of the CNA Facility Agreement or arising thereafter;
- (x) "Obligor Group" means the Borrower, the Guarantors and, after a defeasance of the EIB Loan by the Lenders pursuant to the EIB Intercreditor Agreement or a redemption of the EIB Loan as provided therein, the EIB Subsidiaries;
- (xi) "EIB Subsidiaries" means the subsidiaries of Canary Wharf Holdings Limited listed in part 2 of Schedule 1 to the CNA Facility agreement and any subsidiary thereof;
- (xii) "EIB Loan" means the loan made pursuant to the amended and restated facility agreement of even date with the CNA Facility Agreement made between EIB and CWE SPVH Co. Limited;

- (xiii) "EIB Intercreditor Agreement" means the intercreditor agreement of even date with the CNA Facility Agreement made between the Borrower, CWL, CWIL, European Investment Bank, the Lenders and the other parties named therein; and
- (xiv) "Deed of Subordination" means the deed of subordination of even date with the CNA Facility Agreement made between First Tower Limited Partnership, CWI3 and the other parties therein relating to the subordination of indebtedness of the Obligor Group;
- 2. the Lenders' First Debenture (referred to in 1 above) pursuant to which Canary Wharf Holdings Limited and the other Companies (including the Company) named therein:-
 - (i) by way of continuing security for the discharge of all the Liabilities (as defined in 1 above) charge in favour of the Security Agent (as trustee) in the manner provided in the Lenders' First Debenture, including (but without limitation):
 - (A) with full title guarantee, subject as provided in the Lenders' First Debenture, by way of first legal mortgage, the Mortgaged Property (as defined in the Lenders' First Debenture);
 - (B) with full title guarantee, subject as provided in the Lenders' First Debenture, by way of first legal mortgage, (to the extent that the same are not the subject of a mortgage under paragraph (A)), any Real Property, other than the Excluded Assets, (in each one as defined in the Lenders' First Debenture) now belonging to the relevant Company and the proceeds of sale of all or any part thereof and every interest therein which the relevant Company has power at law or in equity to charge;
 - (C) with full title guarantee, by way of first fixed charge, all Shares (as defined in the Lenders' First Debenture);
 - (D) by way of first fixed charge, but subject as provided in the Lenders' First Debenture:-
 - (a) (to the extent that the same are not the subject of a charge under paragraphs (A) or (B)) with full title guarantee, subject as provided in the Lenders' First Debenture, all present and future estates or interests in any Real Property (other than the Excluded Assets, as defined in the Lenders' First Debenture) belonging to the relevant Company and all proceeds of sale of all or any part thereof,
 - (b) all plant and machinery, now or, with full title guarantee, in the future, owned by the relevant Company and its interest in any plant or machinery in its possession, save in each case where the same is

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located on any Excluded Assets, as defined in the Lenders' First Debenture;

- (E) by way of first floating charge, all its Assets (as defined in the Lenders' First Debenture), both present and future, including Assets otherwise expressed to be charged; and
- (ii) with full title guarantee by way of continuing security for the discharge of all Liabilities (as defined in 1 above) conveys, transfers and assigns in equity to the Security Agent (as trustee) in the manner provided in the Lenders' First Debenture, including (but without limitation) all its Rights (as defined in the Lenders' First Debenture) in and to:-
 - (A) the Relevant Agreements and the Development Documents Trust (in each case as defined in the Lenders' First Debenture);
 - (B) the proceeds of Insurances (as defined in the Lenders' First Debenture) received by any of the Companies;
 - (C) the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act, to which the relevant Company is now or may hereafter become entitled; and
 - (D) [the Cap, insofar as it is not released pursuant to the CNA Facility Agreement].
- a debenture ("EIB Defeasance Debenture") under which the Company (together with other companies) grants in favour of European Investment Bank ("EIB") a floating charge in respect of all its assets and undertakings and fixed security over certain of its assets, in each case as continuing security for obligations under the Finance Documents as defined in the amended and restated facility agreement between EIB and CWE SPV HCo. Limited (the "EIB Facility Letter") including, without limitation, all obligations under the EIB Facility Agreement and under an indemnity in respect of the defeasance or redemption by EIB under the terms of the Intercreditor Agreement (as defined in the EIB Facility Agreement) of all or any part of the loan under an acquisition facility agreement between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and others provided that enforcement is restricted under the Intercreditor Agreement until the said defeasance or redemption is completed.
- 4. a deed of subordination under which the Company's right to receive repayment of indebtedness owed to it by any Relevant Obligor (as defined in the EIB Facility Agreement) is restricted on the insolvency of such Relevant Obligor.

- 5. an intercompany loan agreement between (1) CWI Holdings plc, Canary Wharf Holdings Limited and Canary Wharf Limited (the "Inter-group Borrowers") and (2) inter alia, the Company under which the Company and the other lenders agree to make advances to the Inter-Group Borrowers at the time and in the amount specified by the Inter-Group Borrowers (the "CNA Inter-Company Loan Agreement");
- 6. any other document or transaction relating to the transactions approved at the board meeting of the Company where it was resolved to approve this declaration.

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COMPANIES FORM No.155(6)a

Declaration in relation to assistance for the acquisition of shares.



Please do not write in this

Pursuant to section 155(6) of the Companies Act 1985

margin				
Please complete legibly, preferably in black type, or bold block lettering	To the Registrar of Companies (Address overleaf- Note 5)		For official use	Company number
Note	Name of company			
Please read the notes on page 3 before completing this form.	* HAZELWAY LI	MITED		
* insert full name of company	A. PETER ANDERSON	N II OF		
ø insert name(s) and address(es) of all the directors	LEVEL 30 ONE CANAD	DA SQUARE CA	nary Wharf	LONDON E14 5AB
† delete as appropriate	[the sole director][all the directors]? The business of the company is:	f of the above compa	any do solemniy a	nd sincerely declare that:
§ delete whichever is inappropriate	(a) that of a {recognised bank}{licented} (b) that of a person authorised under insurance business in the United (c) something other than the above	er section 3 or 4 of th I Kingdoms	_	-
	The company is proposing to give f			•
	the (company) (company's holding			
	SEE SCHEDULE 1 AT	ETACHED		Limited]
	The assistance is for the purpose of purpose of that acquisition].†	f [that acquisition] [re	ducing or discharç	ging a liability incurred for the
	The number and class of the shares SEE SCHEDULE 1 AT		cquired is:	
	Presentor's name address and reference (if any):	For official Use General Section	Post	room
	CLIFFORD CHANCE 200 ALDERSGATE STREET LONDON EC1A 4JJ			
	REF; MER/I1051/21			
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	bold block letter
ne assistance will take the form of:	
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ne person who (has acquired)[will acquire]† the shares is: SEE SCHEDULE 1 ATTACHED	† delete as appropriate
	
ne principal terms on which the assistance will be given are:	4
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	1
	4
ne amount of cash to be transferred to the person assisted is £NIL	_
ne value of any asset to be transferred to the person assisted is £_NIL	

Stat Plus Group plc

Page 2

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

 delete either (a) or (b) as appropriate I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.(note 3)

(a)[I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]*(note 3)

(b)[It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]*(note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at		Declarants to sign below
the day of		
one thousand nine hundred and		
before me		
A Commissioner for Oaths or Notai of the Peace or a Solicitor having t conferred on a Commissioner for O	he powers	

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies Companies House Crown Way Maindy Cardiff CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies Companies Registration Office 102 George Street Edinburgh EH2 3DJ

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COMPANY WHOSE SHARES ARE BEING ACQUIRED	SHARES BEING ACQUIRED	ACQUIROR/ PERSON BEING ASSISTED
Canary Wharf Holdings Limited	105,001 ordinary shares of £1 each 405,000,000 redeemable preferred ordinary shares of £1 each	CWI Holdings PLC
Canary Wharf Limited	 redeemable ordinary shares of US\$1 each 1,000 ordinary shares of £1 each 	Canary Wharf Holdings Limited

Canary Wharf Holdings Lii
all of
One Canada Square
Canary Wharf
London
E14 5AB

SCHEDULE 2

The assistance would take the form of the execution, delivery and performance by the Company of:-

- an acquisition facility agreement (the "CNA Facility Agreement") between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, certain subsidiaries of the Borrower as Guarantors (including the Company), all subsidiaries of the Borrower as the Contracting Companies, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and Bankers Trust Company as Payment Agent pursuant to which:
 - (a) the Lenders will lend to Canary Wharf Holdings Limited (as Borrower) up to £220,000,000;
 - (b) the Guarantors will jointly and severally irrevocably and unconditionally guarantee that the Borrower and each of the other Guarantors will discharge, observe and perform the Liabilities of such person;
 - (c) each of the Guarantors will jointly and severally irrevocably indemnify the Payment Agent, the Facility Agent, the Security Agent and the Lenders against any loss of whatever kind resulting from the failure by the Borrower or any other Guarantor to make any repayment or payment due under any Finance Document or to perform any other Liability; and
 - (d) each of the Borrower and the Contracting Companies shall jointly and severally indemnify the Lenders against the cost of, and any loss or liability incurred by them pursuant to or in connection with, the defeasance of the EIB Loan by the Lenders pursuant to the EIB Intercreditor Agreement or a redemption of the EIB Loan as therein provided,

for which purposes:

- (i) "Finance Documents" means the CNA Facility Agreement, the Security Agency Agreement, the EIB Intercreditor Agreement, the LUL Deed of Priorities, the Deed of Subordination, the Security Documents, any document amending or supplementing any of the foregoing and any other document which the Facility Agent may from time to time agree with the Borrower is to constitute a Finance Document for the purpose of the CNA Facility Agreement;
- (ii) "Security Document" means the Debentures, the Security Agency Agreement, any other security documents provided pursuant to any provision of the CNA Facility Agreement and any other security, guarantees or indemnities which the Facility Agent may from time to time agree in writing with the Borrower is to constitute a Security Document for the purposes of the CNA Facility Agreement;

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- (iii) "Debentures" means the Lenders' First Debenture, the Lenders' Second Debenture and the Lenders' Clawback Charge;
- (iv) "Security Agency Agreement" means the security agency agreement between the Security Agent, the Agents, the Borrower, the Guarantors, the EIB Subsidiaries and the Lenders in a form acceptable to the Facility Agent;
- (v) "Lenders' First Debenture" means the debenture made between the Borrower, the Guarantors, Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;
- (vi) "Lenders' Second Debenture" means the debenture between the EIB Subsidiaries, Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;

THE OTHER (VII)
MEMBERS OF
THE FIRST TOWER
LIMITED
PARTNERSHIP, (VIII)

"Lenders' Clawback Charge" means the charge between First Tower GP(I) Limited, Canary Wharf Investments (Three) Limited ("CWI3"), Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;

"LUL Deed of Priorities" means the deed of priorities between Canary Wharf Limited ("CWL"), Canary Wharf Investments Limited ("CWIL"), London Underground Limited, London Regional Transport, the Security Agent and European Investment Bank in a form acceptable to the Facility Agent;

- "Liabilities" means liabilities of any nature of the Obligor Group to the Facility Agent, the Payment Agent, the Security Agent, any of the Lenders and/or any receiver under or in connection with the CNA Facility Agreement or any other Finance Document and whether existing at the date of the CNA Facility Agreement or arising thereafter;
- (x) "Obligor Group" means the Borrower, the Guarantors and, after a defeasance of the EIB Loan by the Lenders pursuant to the EIB Intercreditor Agreement or a redemption of the EIB Loan as provided therein, the EIB Subsidiaries;
- (xi) "EIB Subsidiaries" means the subsidiaries of Canary Wharf Holdings Limited listed in part 2 of Schedule 1 to the CNA Facility agreement and any subsidiary thereof;
- (xii) "EIB Loan" means the loan made pursuant to the amended and restated facility agreement of even date with the CNA Facility Agreement made between EIB and CWE SPVH Co. Limited;

Doc 32

- (xiii) "EIB Intercreditor Agreement" means the intercreditor agreement of even date with the CNA Facility Agreement made between the Borrower, CWL, CWIL, European Investment Bank, the Lenders and the other parties named therein; and
- (xiv) "Deed of Subordination" means the deed of subordination of even date with the CNA Facility Agreement made between First Tower Limited Partnership, CWI3 and the other parties therein relating to the subordination of indebtedness of the Obligor Group;
- 2. the Lenders' First Debenture (referred to in 1 above) pursuant to which Canary Wharf Holdings Limited and the other Companies (including the Company) named therein:-
 - (i) by way of continuing security for the discharge of all the Liabilities (as defined in 1 above) charge in favour of the Security Agent (as trustee) in the manner provided in the Lenders' First Debenture, including (but without limitation):
 - (A) with full title guarantee, subject as provided in the Lenders' First Debenture, by way of first legal mortgage, the Mortgaged Property (as defined in the Lenders' First Debenture);
 - (B) with full title guarantee, subject as provided in the Lenders' First Debenture, by way of first legal mortgage, (to the extent that the same are not the subject of a mortgage under paragraph (A)), any Real Property, other than the Excluded Assets, (in each one as defined in the Lenders' First Debenture) now belonging to the relevant Company and the proceeds of sale of all or any part thereof and every interest therein which the relevant Company has power at law or in equity to charge;
 - (C) with full title guarantee, by way of first fixed charge, all Shares (as defined in the Lenders' First Debenture);

WITH FULL TITLE GUARANTEE,

(D)

- by way of first fixed charge, but subject as provided in the Lenders' First Debenture:-
- (a) (to the extent that the same are not the subject of a charge under paragraphs (A) or (B)) with full title guarantee, subject as provided in the Lenders' First Debenture, all present and future estates or interests in any Real Property (other than the Excluded Assets, as defined in the Lenders' First Debenture) belonging to the relevant Company and all proceeds of sale of all or any part thereof,
- (b) all plant and machinery, now or with full title guarantee in the future, owned by the relevant Company and its interest in any plant or machinery in its possession, save in each case where the same is

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located on any Excluded Assets, as defined in the Lenders' First Debenture;

- (E) by way of first floating charge, all its Assets (as defined in the Lenders' First Debenture), both present and future, including Assets otherwise expressed to be charged; and
- (ii) with full title guarantee by way of continuing security for the discharge of all Liabilities (as defined in 1 above) conveys, transfers and assigns in equity to the Security Agent (as trustee) in the manner provided in the Lenders' First Debenture, including (but without limitation) all its Rights (as defined in the Lenders' First Debenture) in and to:-
 - (A) the Relevant Agreements and the Development Documents Trust (in each case as defined in the Lenders' First Debenture);
 - (B) the proceeds of Insurances (as defined in the Lenders' First Debenture) received by any of the Companies;
 - (C) the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act, to which the relevant Company is now or may hereafter become entitled; and
 - or may hereafter become entitled; and

 (M DEFINED IN THE (NA FACILITY AGREEMENT

 (D) The Cap, insofar as it is not released pursuant to the CNA Facility

 Agreement.
- a debenture ("EIB Defeasance Debenture") under which the Company (together with other companies) grants in favour of European Investment Bank ("EIB") a floating charge in respect of all its assets and undertakings and fixed security over certain of its assets, in each case as continuing security for obligations under the Finance Documents as defined in the amended and restated facility agreement between EIB and CWE SPV HCo. Limited (the "EIB Facility Letter") including, without limitation, all obligations under the EIB Facility Agreement and under an indemnity in respect of the defeasance or redemption by EIB under the terms of the Intercreditor Agreement (as defined in the EIB Facility Agreement) of all or any part of the loan under an acquisition facility agreement between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and others provided that enforcement is restricted under the Intercreditor Agreement until the said defeasance or redemption is completed.
- 4. a deed of subordination under which the Company's right to receive repayment of indebtedness owed to it by any Relevant Obligor (as defined in the EIB Facility Agreement) is restricted on the insolvency of such Relevant Obligor.

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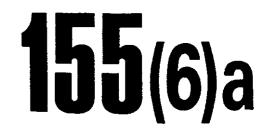
- 5. an intercompany loan agreement between (1) CWI Holdings plc, Canary Wharf Holdings Limited and Canary Wharf Limited (the "Inter-group Borrowers") and (2) inter alia, the Company under which the Company and the other lenders agree to make advances to the Inter-Group Borrowers at the time and in the amount specified by the Inter-Group Borrowers (the "CNA Inter-Company Loan Agreement");
- 6. any other document or transaction relating to the transactions approved at the board meeting of the Company where it was resolved to approve this declaration.

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COMPANIES FORM No.155(6)a

Declaration in relation to assistance for the acquisition of shares.



Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

ine gui	- •			
Please complete legibly, preferably in black type, or bold block lettering	To the Registrar of Companies (Address overleaf- Note 5)	For official use Company number 2067510		
Note Please read the notes on page 3 before completing this form.	* CANARY WHARF MANAGEMENT UMITED			
* insert full name of company	1/\$XXØ A. PETER ANDERSON	N II OF		
ø insert name(s) and address(es) of all the directors	LEVEL 30 ONE CAMADA			
† delete as appropriate	[the sole director][all the directore]: The business of the company is:	f of the above company do solemnly and sincerely declare that:		
§ delete whichever is inappropriate	(a) that of a [recognised bank][licensed institution]† within the meaning of the Banking Act 1979§ (b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on			
	insurance business in the United Kingdoms (c) something other than the aboves			
	The company is proposing to give financial assistance in connection with the acquisition of shares in			
	the [company] [company's holding company			
	The assistance is for the purpose of [that acquisition] { reducing or discharging a liability incurred for the purpose of that acquisition].			
	The number and class of the shares acquired or to be acquired is: SEE SCHEDULE 1 ATTACHED			
	Presentor's name address and reference (if any): CLIFFORD CHANCE 200 ALDERSGATE STREET LONDON ECIA 4JJ REF; MER/I1051/21	For official Use General Section Post room .		
	MDF, FHER/11031/21			

The assistance is to be given to: (note 2)	Please do not
SEE SCHEDULE 1 ATTACHED	write in this margin
	Please complete
	legibly, preferably in black type, or
	bold block letteris
The assistance will take the form of:	
	7
•	1
CEE COMENIU E 2 AMBACTIEN	
SEE SCHEDULE 2 ATTACHED	ì
	Ī
The person who {has acquired}[will acquire]† the shares is:	A
SEE SCHEDULE 1 ATTACHED	† delete as appropriate
	
	<u> </u>
The principal terms on which the assistance will be given are:	_
	İ
COR COTTON TO A AMPLEON TO	1
SEE SCHEDULE 2 ATTACHED	
	·
	,
The amount of cash to be transferred to the person assisted is f NIL	
The amount of cash to be transferred to the person assisted is £	_
The value of any asset to be transferred to the person assisted is £ NIL	_
THE DATE OF THIS DECLARATION OR WITHIN	
The date on which the assistance is to be given is1919	

Stat Plus Group plc

P 100 2

Please ão not wrde in this margin

Please complete Vegibly, preferably In black type, or Bold block lettering

 delete either (a) or (b) as appropriate I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.(note 3)

(a)[I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]*(note 3)

(b)(It is intended to commence the winding up of the company within 12 months of that date; and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.)*(note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at	Declarants to sign below
the day of one thousand nine hundred and	
before me	

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies Companies House Crown Way Maindy Cardiff CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies Companies Registration Office 102 George Street Edinburgh EH2 3DJ

SCHEDULE 1

S ARE BEING	
HOSE SHARES A	
COMPANY WHOSE SHAF	ACOUIRED

SHARES BEING ACQUIRED

ACQUIROR/ PERSON BEING ASSISTED

Canary Wharf Holdings Limited

105,001 ordinary shares of £1 each 405,000,000 redeemable preferred ordinary shares of £1 each

CWI Holdings PLC

Canary Wharf Limited

• redeemable ordinary shares of US\$1 each 1,000 ordinary shares of £1 each

Canary Wharf Holdings Limited
all of
One Canada Square
Canary Wharf
London
E14 5AB

405,000,000 redecuable prepared adulty daws

SCHEDULE 2

The assistance would take the form of the execution, delivery and performance by the Company of:-

- 1. an acquisition facility agreement (the "CNA Facility Agreement") between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, certain subsidiaries of the Borrower as Guarantors (including the Company), all subsidiaries of the Borrower as the Contracting Companies, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and Bankers Trust Company as Payment Agent pursuant to which:
 - (a) the Lenders will lend to Canary Wharf Holdings Limited (as Borrower) up to £220,000,000;
 - (b) the Guarantors will jointly and severally irrevocably and unconditionally guarantee that the Borrower and each of the other Guarantors will discharge, observe and perform the Liabilities of such person;
 - (c) each of the Guarantors will jointly and severally irrevocably indemnify the Payment Agent, the Facility Agent, the Security Agent and the Lenders against any loss of whatever kind resulting from the failure by the Borrower or any other Guarantor to make any repayment or payment due under any Finance Document or to perform any other Liability; and
 - (d) each of the Borrower and the Contracting Companies shall jointly and severally indemnify the Lenders against the cost of, and any loss or liability incurred by them pursuant to or in connection with, the defeasance of the EIB Loan by the Lenders pursuant to the EIB Intercreditor Agreement or a redemption of the EIB Loan as therein provided,

for which purposes:

- (i) "Finance Documents" means the CNA Facility Agreement, the Security Agency Agreement, the EIB Intercreditor Agreement, the LUL Deed of Priorities, the Deed of Subordination, the Security Documents, any document amending or supplementing any of the foregoing and any other document which the Facility Agent may from time to time agree with the Borrower is to constitute a Finance Document for the purpose of the CNA Facility Agreement;
- (ii) "Security Document" means the Debentures, the Security Agency Agreement, any other security documents provided pursuant to any provision of the CNA Facility Agreement and any other security, guarantees or indemnities which the Facility Agent may from time to time agree in writing with the Borrower is to constitute a Security Document for the purposes of the CNA Facility Agreement;

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- (iii) "Debentures" means the Lenders' First Debenture, the Lenders' Second Debenture and the Lenders' Clawback Charge;
- (iv) "Security Agency Agreement" means the security agency agreement between the Security Agent, the Agents, the Borrower, the Guarantors, the EIB Subsidiaries and the Lenders in a form acceptable to the Facility Agent;
- (v) "Lenders' First Debenture" means the debenture made between the Borrower, the Guarantors, Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;
- (vi) "Lenders' Second Debenture" means the debenture between the EIB Subsidiaries, Bankers Trustee Company Limited (as Security Agent) and Continental Casualty Company (as Facility Agent) to be executed pursuant to the CNA Facility Agreement;

the other members of The First Tower Limited fartneshy,

(vii) "Lenders' Clawback Charge" means the charge between First Tower GP(I)

Limited, Canary Wharf Investments (Three) Limited ("CWI3"), Bankers

Trustee Company Limited (as Security Agent) and Continental Casualty

Company (as Facility Agent) to be executed pursuant to the CNA Facility

Agreement;

- (viii) "LUL Deed of Priorities" means the deed of priorities between Canary Wharf Limited ("CWL"), Canary Wharf Investments Limited ("CWIL"), London Underground Limited, London Regional Transport, the Security Agent and European Investment Bank in a form acceptable to the Facility Agent;
- (ix) "Liabilities" means liabilities of any nature of the Obligor Group to the Facility Agent, the Payment Agent, the Security Agent, any of the Lenders and/or any receiver under or in connection with the CNA Facility Agreement or any other Finance Document and whether existing at the date of the CNA Facility Agreement or arising thereafter;
- (x) "Obligor Group" means the Borrower, the Guarantors and, after a defeasance of the EIB Loan by the Lenders pursuant to the EIB Intercreditor Agreement or a redemption of the EIB Loan as provided therein, the EIB Subsidiaries;
- (xi) "EIB Subsidiaries" means the subsidiaries of Canary Wharf Holdings Limited listed in part 2 of Schedule 1 to the CNA Facility agreement and any subsidiary thereof;
- (xii) "EIB Loan" means the loan made pursuant to the amended and restated facility agreement of even date with the CNA Facility Agreement made between EIB and CWE SPVH Co. Limited;

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- (xiii) "EIB Intercreditor Agreement" means the intercreditor agreement of even date with the CNA Facility Agreement made between the Borrower, CWL, CWIL, European Investment Bank, the Lenders and the other parties named therein; and
- (xiv) "Deed of Subordination" means the deed of subordination of even date with the CNA Facility Agreement made between First Tower Limited Partnership, CWI3 and the other parties therein relating to the subordination of indebtedness of the Obligor Group;
- 2. the Lenders' First Debenture (referred to in 1 above) pursuant to which Canary Wharf Holdings Limited and the other Companies (including the Company) named therein:-
 - (i) by way of continuing security for the discharge of all the Liabilities (as defined in 1 above) charge in favour of the Security Agent (as trustee) in the manner provided in the Lenders' First Debenture, including (but without limitation):
 - (A) with full title guarantee, subject as provided in the Lenders' First Debenture, by way of first legal mortgage, the Mortgaged Property (as defined in the Lenders' First Debenture);
 - (B) with full title guarantee, subject as provided in the Lenders' First Debenture, by way of first legal mortgage, (to the extent that the same are not the subject of a mortgage under paragraph (A)), any Real Property, other than the Excluded Assets, (in each one as defined in the Lenders' First Debenture) now belonging to the relevant Company and the proceeds of sale of all or any part thereof and every interest therein which the relevant Company has power at law or in equity to charge;
 - (C) with full title guarantee, by way of first fixed charge, all Shares (as defined in the Lenders' First Debenture);
 - (D) by way of first fixed charge, but subject as provided in the Lenders' First

 Debenture:-
 - (a) (to the extent that the same are not the subject of a charge under paragraphs (A) or (B)) with full title guarantee, subject as provided in the Lenders' First Debenture, all present and future estates or interests in any Real Property (other than the Excluded Assets, as defined in the Lenders' First Debenture) belonging to the relevant Company and all proceeds of sale of all or any part thereof,
 - (b) all plant and machinery, now or with full title guarantee, in the future, owned by the relevant Company and its interest in any plant or machinery in its possession, save in each case where the same is

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located on any Excluded Assets, as defined in the Lenders' First Debenture;

- by way of first floating charge, all its Assets (as defined in the Lenders' First
 Debenture), both present and future, including Assets otherwise expressed to be charged; and
- (ii) with full title guarantee by way of continuing security for the discharge of all Liabilities (as defined in 1 above) conveys, transfers and assigns in equity to the Security Agent (as trustee) in the manner provided in the Lenders' First Debenture, including (but without limitation) all its Rights (as defined in the Lenders' First Debenture) in and to:-
 - (A) the Relevant Agreements and the Development Documents Trust (in each case as defined in the Lenders' First Debenture);
 - (B) the proceeds of Insurances (as defined in the Lenders' First Debenture) received by any of the Companies;
 - (C) the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act, to which the relevant Company is now or may hereafter become entitled; and
 - (D) [the Care insofar as it is not released pursuant to the CNA Facility Agreement].
- a debenture ("Principal EIB Debenture") under which the Company (together with other companies) grants in favour of European Investment Bank ("EIB") a floating charge in respect of all its assets and undertakings and fixed security over certain of its assets, in each case as continuing security for obligations under the Finance Documents as defined in the amended and restated facility agreement between EIB and CWE SPV HCo. Limited (the "EIB Facility Letter") including, without limitation, all obligations under the EIB Facility Agreement and under an indemnity in respect of the defeasance or redemption by EIB under the terms of the Intercreditor Agreement (as defined in the EIB Facility Agreement) of all or any part of the loan under an acquisition facility agreement between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and others.
- 4. a debenture ("EIB Defeasance Debenture") under which the Company (together with other companies) grants in favour of European Investment Bank ("EIB") a floating charge in respect of all its assets and undertakings and fixed security over certain of its assets, in each case as continuing security for obligations under the Finance Documents as defined in the amended and restated facility agreement between EIB and CWE SPV HCo. Limited (the "EIB Facility Letter") including, without limitation, all obligations under the EIB Facility Agreement and under an indemnity in respect of the defeasance or redemption by EIB under

the terms of the Intercreditor Agreement (as defined in the EIB Facility Agreement) of all or any part of the loan under an acquisition facility agreement between Canary Wharf Holdings Limited as Borrower, the Lenders named therein, Bankers Trustee Company Limited as Security Agent, Continental Casualty Company as Facility Agent and others provided that enforcement is restricted under the Intercreditor Agreement until the said defeasance or redemption is completed.

- 5. a deed of subordination under which the Company's right to receive repayment of indebtedness owed to it by any Relevant Obligor (as defined in the EIB Facility Agreement) is restricted on the insolvency of such Relevant Obligor.
- 6. a fixed and floating charge debenture created by the Company in favour of EIB creating a first fixed charge on the service charge account, a floating charge over all its assets and an assignment of its rights under the EIB leases and the EIB occupiers leases including all service charge payments;
- an intercompany loan agreement between (1) CWI Holdings plc, Canary Wharf Holdings Limited and Canary Wharf Limited (the "Inter-group Borrowers") and (2) inter alia, the Company under which the Company and the other lenders agree to make advances to the Inter-Group Borrowers at the time and in the amount specified by the Inter-Group Borrowers (the "CNA Inter-Company Loan Agreement");
- 8. deed of collateral warranty given by the Company to EIB to covenant to provide building services as defined in the EIB leases;
- 9. any other document or transaction relating to the transactions approved at the board meeting of the Company where it was resolved to approve this declaration.

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Telephone: 0171-939 3000 Telex: 884657 PRIWAT G Facsimile: 0171-378 0647

Price Waterhouse



REPORT OF THE AUDITORS TO THE DIRECTOR OF CANARY WHARF LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the director dated 22 December 1995 inconnection with the proposal that the company should receive financial assistance from the persons—therein specified. We have enquired into the state of affairs of Canary Wharf Limited so far as necessary for us to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the director in the declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

PRICE WATERHOUSE Chartered Accountants and Registered Auditors

22 December 1995