

## M

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf)

For official use      Company number

11-181

1971312

\* Insert full name  
of company

Name of company

\* Canary Wharf Limited (the "Company")

I, John Raymond Garwood

of 56 Madeira Park, Tunbridge Wells, Kent, TN2 5SX

† Delete as appropriate

~~XXXXXXXXXX~~ [the secretary] ~~XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX~~ t of the above company, do

† Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in (full) ~~part~~ part

Date and Description of charge ‡	Legal Charge dated 19 October 2001
----------------------------------	------------------------------------

Date of Registration § 30 October 2001

Name and address of [redacted] [trustee for the debenture holders] Aareal Bank AG  
(previously known as DePfa Bank AG), Paulinstraße 15, 65189 Wiesbaden,  
Germany (the "Agent")

§ The date of registration may be confirmed from the certificate

Short particulars of property charged ☐  
See attached schedule

Ø Insert brief details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835. *EH L1*.

Declared at ONE CANADA SQUARE, Declarant to sign below

~~CANARY WHARF, LONDON~~ S.S. MADIRA PARK  
TUNBRIDGE WELLS, KENT

Day      Month      Year

on

2	6	0	8	2	0	0	3
---	---	---	---	---	---	---	---

before me

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

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

Clifford Chance LLP  
200 Aldersgate Street  
London  
EC1A 4JJ

JTPR/C4395/03320/DNP

For official use  
Mortgage section

Post room



LD2  
COMPANIES HOUSE

0346  
28/08/03

## Notes

The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

Schedule to Form 403a dated 126/9/03  
for Canary Wharf Limited  
(registered in England and Wales number 1971312)

1. **SHORT PARTICULARS OF PROPERTY CHARGED**

The Company, as security for the payment of the Secured Liabilities charged:

- 1.1 By way of a first fixed legal mortgage all the legal and beneficial interests in the beneficial interest in the whole of the property transferred by a transfer of parcel DS4, Canary Wharf, London E14 dated 19 October 2001 and made between the Company, Canary Wharf (DS4) T1 Limited, Canary Wharf (DS4) T2 Limited and Canary Wharf Management Limited (the "Mortgaged Property").
- 1.2 By way of a first fixed charge:
- (a) all plant and machinery relating to the Mortgaged Property and owned by the Company and its interest in any plant or machinery forming part of any building erected on building Mortgaged Property;
  - (b) (to the extent of the interest of the Company) all monies standing to the credit of any account in the name of the Company or in which the Company has an interest, established under Clause 11 (Bank accounts) of the Credit Agreement and any other account relating to the Mortgaged Property and the debts represented by them.
  - (c) all benefits in respect of all contracts and policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest, in each case insofar as that insurance relates to the Development or the Site and all claims and returns of premiums in respect of them;
  - (d) (to the extent they are not the subject of an effective assignment under Clause 2.2 (Assignment) of the Charge) all its rights under each Lease Document (as hereinafter defined) relating to the Mortgaged Property to which it is a party;
  - (e) (to the extent they are not the subject of an effective assignment under Clause 2.2 (Assignment) of the Charge) all its right under each Development Document (other than the Brackendown Contract relating to the Development to which it is a party;
  - (f) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with the use of any asset of the Company the subject of any security created by the Charge specified in any other paragraph in this section of this form and the right to recover and receive all compensation which may be payable to it in respect of them;

- (g) all other interests of whatever nature of the Company (including rights under any contractual arrangements or warranties entered into or provided in connection with the construction of any building or fixture on the Site relating to the Mortgaged Property and Canary Wharf Holdings (DS4) Limited (but excluding the Brackendown Contract);
- (h) (to the extent they are not the subject of an effective assignment under Clause 2.2 (Assignment) of the Charge) all Rental Income (as hereinafter defined) relating to or deriving from the Mortgaged Property; and,
- (i) (to the extent they are not the subject of an effective assignment under Clause 2.2 (Assignment) of the Charge) any guarantee of Rental Income contained in or relating to any Occupational Lease Document (as hereinafter defined) relating to the Mortgaged Property,

## 2. DEFINED TERMS

In this Form 403a the following terms have the following meanings:

**"Development"** means:

- (a) the construction on the Site of the infrastructure relating to, and the construction works on, the Site necessary to achieve shell and core finish, as described in those drawings, plans and specifications in the form approved by DePfa Bank AG, London Branch (or, if the loan is syndicated, the banks holdings over 66.67% of the loan) in accordance with clause 4.1 of the Credit Agreement (but in each case excluding preliminary costs) (the **"Base Works"**);
- (b) those construction works required to be carried out by or on behalf of the relevant Obligor for the benefit of an occupational tenant of the Site in accordance with any agreements to grant any occupational lease or licence or other right of occupation for all or any part of the Site and any related guarantees or similar security therefor (**"Agreements for Lease"**) (not being Base Works or preliminary costs), to achieve the level of construction finish required by those Agreements for Leases (the **"Lease Works"**); and
- (c) those construction works (not being Base Works or Lease Works or preliminary costs) on the Site required to achieve a developer's finish or as otherwise set out in those drawings, plans and specifications in the form approved by DePfa Bank AG, London Branch (or, if the loan is syndicated, the banks holdings over 66.67% of the loan) in accordance with Clause 4.1 of the Credit Agreement (the **"Cat A Works"**).

**"Development Document"** means:

- (a) the design and construct contract dated 31 March 1989 between the Company and Canary Wharf Contractors Limited under which Canary Wharf

Contractors Limited agreed to design and construct phase II of the Canary wharf Estate (including, without limitation, the Development) (the "**Brackendown Contract**") insofar as it relates to the Development only;

- (b) the design and construct sub-contract entered into between the Company, Canary Wharf Contractors Limited and Canary Wharf Contractors (DS4) Limited (the "**Sub-Contract**");
- (c) an agreement to grant an Occupational Lease or Leases for all or part of the Site and any related guarantees or security documents (an "**Agreement for Lease**");
- (d) a deed entered into or to be entered into between Canary Wharf Limited, Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) Limited, Canary Wharf (DS4) T1 Limited, Canary Wharf (DS4) T2 Limited and the Agent substantially in the form of Part 1 of Schedule 16 to the Credit Agreement (the "**Trust Deed**");
- (e) the undertaking entered into or to be entered into by the Company, Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) Limited and the Agent substantially in the form of Part II of Schedule 16 to the Credit Agreement (the "**Beneficiary's Undertaking**");
- (f) any trade contract in respect of the Development entered into or to be entered into between Canary Wharf Contractors Limited and/or Canary Wharf Contractors (DS4) Limited and a firm or company of trade contractors appointed by Canary Wharf Contractors Limited and/or Canary Wharf Contractors (DS4) Limited with the prior written approval of the Agent (such approval not to be unreasonably withheld or delayed) (a "**Trade Contractor**") (a "**Trade Contract**");
- (g) an agreement for the appointment by Canary Wharf Contractors Limited or Canary wharf Contractors (DS4) Limited of:
- (h) a firm or company of architects appointed by CWCL or Contractorco for the Development with the prior written approval of the Agent (such approval not to be unreasonably delayed or withheld),
- (i) Oscar Faber Group Limited or such other firm or company of building engineers as may be appointed by Canary Wharf Contractors Limited or Canary Wharf Contractors (DS4) Limited with the prior written approval of the Agent (such approval not to be unreasonably withheld or delayed), or
- (j) Cantor Seinuk UK Limited or such other firm or company of structural engineers appointed by Canary Wharf Contractors Limited or Canary Wharf Contractors (DS4) Limited with the prior written approval of the Agent (such approval not to be unreasonably delayed or withheld) or any other consultant with a design responsibility in respect of the Development appointed by

Canary Wharf Contractors Limited and/or Canary Wharf Contractors (DS4) Limited, or any other consultant with like responsibilities in respect of the Development as may be appointed by Canary Wharf Contractors Limited and/or Canary Wharf Contractors (DS4) Limited, in each case with the prior approval of the Agent (such approval not to be unreasonably withheld or delayed) (a "**Professional**" (a "**Professional Appointment**");

- (k) a letter between Canary Wharf Contractors Limited and/or Canary Wharf Contractors (DS4) Limited and a Trade Contractor or Professional setting out the intentions of the parties to enter into a Trade Contract or, as the case may be, a Professional Appointment (a "**Letter of Intent**");
- (l) each collateral warranty granted or to be granted by a Warranty Trade Contractor (as hereinafter defined) or a Warranty Professional (as hereinafter defined), in favour of the Agent (a "**Collateral Warranty**");
- (m) the loan agreement entered into or to be entered into between Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) T1 Limited and Canary Wharf (DS4) T2 Limited (on behalf of the Company) substantially in the form of Schedule 17 to the Credit Agreement (the "**Intercompany Loan Agreement**");
- (n) the payments agreement entered into or to be entered into between Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) T1 Limited and Canary Wharf (DS4) T2 Limited, Canary Wharf Contractors Limited, the Company and the Agent, substantially in the form of Schedule 15 to the Credit Agreement (the "**Payments Agreement**"); or
- (o) any other document designed as such by the Agent and Canary Wharf Holdings (DS4) Limited.

"**Finance Document**" means:

- (a) the Credit Agreement dated 12 October 2001 between the Obligors and the Finance Parties;
- (b) the Debenture dated 19 October 2001 between the Obligors, Canary Wharf Holdings Ltd, Canary Wharf Limited, Canary Wharf Contractors Ltd, Canary Wharf Investments Ltd and the Agent;
- (c) the Canary Wharf Limited Charge dated 19 October 2001 between Canary Wharf Limited and the Agent;
- (d) the Canary Wharf Contractors Limited Charge dated 19 October 2001 between Canary Wharf Contractors Limited and the Agent;
- (e) the Shares Charge dated 19 October 2001 between Canary Wharf Investments Limited and the Agent;

- (f) the Subordination Deed dated 19 October 2001 between Canary wharf Holdings (DS4) Limited, Canary Wharf (DS4) Limited, Canary Wharf (DS4) T1 Limited, Canary Wharf (DS4) T2 Limited, Canary Wharf Contractors (DS4) Limited, Canary wharf Investments (DS4) Limited, Canary Wharf Investment Holdings (DS4) Limited and the Agent;
- (g) any hedging arrangement;
- (h) a novation certificate in the form attached to the Credit Agreement;
- (i) the Fee Letter dated 12 October 2001 between the Agent and the Company; or
- (j) any other document designated as such by the Agent and the Company.

**"Finance Party"** means DePfa Bank AG as Agent, DePfa Bank AG, London Branch as Arranger, DePfa Bank AG, London Branch as a Bank and any counterparty to any hedging arrangement;

**"Lease Document"** means:

- (a) the lease dated 17 July 1987 originally granted by Canary Wharf Holdings Limited to the Company under which, upon the grant of the Overriding Lease, Canary Wharf Investments (DS4) Limited is landlord and the Company (with Canary Wharf (DS4) T1 Limited and Canary Wharf (DS4) T2 Limited) is the tenant, insofar as it relates to the Site (the **"Headlease"**);
- (b) any occupational lease or licence or other right of occupation to which the Site may be subject from time to time and any related guarantee or security document (the **"Overriding Lease"**);
- (c) an agreement to grant an Occupational Lease or Leases for all or part of the Site and any related guarantees or security documents (an **"Agreement for Lease"**);
- (d) any occupational lease or licence or any other of occupation to which the Site may be subject from time to time and any related guarantee or security document (an **"Occupational Lease"**).

**"Obligor"** means the Company, Canary Wharf Holdings Limited, Canary wharf Investments Limited, Canary Wharf Holdings (DS4) Limited, Canary Wharf (DS4) Limited, Canary Wharf (DS4) T1 Limited, Canary Wharf (DS4) T2 Limited; Canary Wharf Contractors (DS4) Limited, Canary Wharf Investments (DS4) Limited, Canary Wharf Investment Holdings (DS4) Limited and Canary Wharf Contractors Limited.

**"Occupational Lease Document"** means an Occupational Lease or an Agreement for Lease relating to the Site;

**"Rental Income"** means the aggregate of all amounts payable to or for the benefit or account of any Obligor in connection with the letting of the Site 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 an Obligor (and to which that Obligor 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 Site 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 result of any proceedings taken;
- (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, and which are not recoverable by, an Obligor 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 an Obligor 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 an Obligor and/or Canary Wharf Management Limited or a Subsidiary (as



hereinafter defined) or a holding company of a person and any other Subsidiary of that holding company 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.

**"Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent) and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to each Finance Party under each Finance Document except for any obligation which, if it were so included, would result in the Charge contravening section 151 of the Companies Act 1985;

**"Site"** means the parcel of land known as DS-4, Canary Wharf, London E14;

**"Warranty Professional"** means:

- (a) a Warranty Professional referred to in the list delivered pursuant to paragraph 7(e) of Schedule 2 (Conditions Precedent) to the Credit Agreement;
- (b) a Professional listed as such in Schedule 7 to the Credit Agreement;
- (c) a Professional which the Agent reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development; or
- (d) a Professional appointed to replace any Professional referred to in paragraph (a), (b) or (c) above.

**"Warranty Trade Contractor"** means:

- (a) a Warranty Trade Contractor referred to in the list delivered pursuant to paragraph 7(e) of Schedule 2 (Conditions Precedent) to the Credit Agreement;
- (b) a Trade Contractor listed as such in Schedule 8 to the Credit Agreement;
- (c) a Trade Contractor which the Agent reasonably considers (after consultation with the relevant Obligor) has a significant design responsibility in connection with the Development; or
- (d) a Trade Contractor appointed to replace any Trade Contractor referred to in paragraph (a), (b) or (c) above.