COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland



Please do not write in this margin

Pursuant to section 410 and 466 of the Companies Act 1985

* FIRST TOWER GP (1) LIMITED (the "Company")

Please complete legibly, preferably in black type, or

bold block lettering

insert full name of company

To the Registrar of Companies	For official use	Company number
		SC132920 🗸

Date of creation of the charge (note 1)

Name of company

27th December 1995

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered

Fixed and Floating Charge Debenture (the "Debenture")

Names of the persons entitled to the charge

European Investment Bank

Short particulars of all the property charged

See Paper Apart 1

Presentor's name address telephone number and reference (if any): Dundas & Wilson CS Saltire Court, 20 Castle Terrace EDINBURGH EHI 2EN

Tel: 0131 228 8000 Ref: JRM/SJP/E0529.003 For official Use **Charges Section**



COMPANIES HOUSE 30/10/96

ivames, and addresses of the persons who have executed the instrument of afteration (note 2)	Please do not write in
See Paper Apart 2	this margin
	mi
	Please complete legibly, preferably
	in black type, or bold block lettering
Date(s) of execution of the instrument of alteration	
27th December 1995 and amended and restated on 10th October 1996	
27th December 1999 and amended and restated on Your October 1990	
A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the	
creation by the company of any fixed security or any other floating charge having, priority over, or ranking	I
pari passu with the floating charge	1
N/A	
Short particulars of any property released from the floating charge	_
N/A	
The amount, if any, by which the amount secured by the floating charge has been increased	-
N/A	

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

The following security shall rank, in point of priority, in the following order:

Fixed Security Priorities

- CNA First Fixed Security
 - (i) the CNA First Fixed Security shall (subject as mentioned in Clause 2.5(i) or Clause 4.4 of the Agreement) rank first; and
 - (ii) the fixed EIB Defeasance Security shall rank second (subject to the CNA First Fixed Securit and to the provisions of Clause 3.2(ii) of the Agreement).
- 2. EIB First Fixed Security
 - (i) the EIB First Fixed Security shall (subject as mentioned in Clause 2.5(ii) or Clause 4.1 and 4.3 of the Agreement) rank first; and
 - (ii) the fixed CNA Defeasance Security shall rank second (subject to the EIB First Fixed Securit and to the provisions of Clause 3.2(i) of the Agreement).

Floating Security Priorities

The following security shall rank, in point of priority, in the following order:

3. Floating Pari Passu Security

The CNA Pari Passu Security and the EIB Pari Passu Security shall rank pari passu (subject to the provisions of Clauses 3.1 and 6 of the Agreement, copies of which are annexed as relative hereto) subject to (as applicable) the Permitted Fixed Security which shall rank in point of priority ahead of the CNA Pari Passu Security and the EIB Pari Passu Security.

- 4. CNA First Floating Security
 - (i) the CNA First Floating Security shall (subject as mentioned in Clause 2.5(i) or Clause 4.4 of the Agreement, copies of which are annexed as relative hereto) rank first; and
 - (ii) the floating charges within the EIB Defeasance Security shall rank second (subject to the CNA First Floating Security and to the provisions of Clause 3.2(ii) of the Agreement, a copy of which is annexed as relative hereto).
- 5. EIB First Floating Security
 - (i) the EIB First Floating Security shall (subject as mentioned in Clause 2.5(ii) or Clause 4.1 and 4.3 of the Agreement, copies of which are annexed as relative hereto) rank first; and
 - (ii) the floating charges within the CNA Defeasance Security shall rank second (subject to the EIB First Floating Security and to the provisions of Clause 3.2(i) of the Agreement, a copy of which is annexed as relative hereto).

Continuation of the statement of provisions, if any, imposed by the instrument of alteration vary otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to floating charges.	ring or Please do not o other write in this margin
	Please complete legibly, preferab in black type, or bold block letteri
	i.
igned Dundenewitson Date 29/10/96	† delete as appropriate
On behalf of [ĕĕmpany][chargee] ↑	арргоргас
Notes . A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, be given. For the date of creation of a charge see section 410(5) of the Companies Act.	should
. In accordance with section 466(1) the instrument of alteration should be executed by the comparolder of the charge and the holder of any other charge (including a fixed security) which wo dversely affected by the alteration.	
3. A certified copy of the instrument of alteration, together with this form with the prescribed part	iculars

correctly completed must be delivered to the Registrar of Companies within 21 days after the date of

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a

Page 4

body corporate it must be signed by an officer of that body.

execution of that instrument.

Paper Apart 1

- (1) by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 2 of the Debenture) now belonging to it.
- (2) by way of first fixed equitable charge, all Real Property now belonging to it (except that charged by paragraph (1) above) and all Real Property acquired by it after the date of the Debenture.
- (3) by way of first fixed charge:-
 - (a) all Book Debts (except those assigned by paragraph (5) below) and Bank Accounts;
 - (b) all its present and future Investments, Rights attaching or relating to Investments and all cash or other Investments hereafter belonging to the Company and deriving from Investments or such Rights;
 - (c) all its present and future uncalled capital and goodwill;
 - (d) all its present and future Intellectual Property and the benefit of all present and future licences and sub-licences of Intellectual Property granted either by or to it;
 - (e) any beneficial interest of the Company in any pension fund;
 - (f) all its present and future plant and machinery (except that charged by paragraph (1) and (2) above);
 - (g) all of its presents and future interest in the First Tower Limited Partnership and all distribution made by or on behalf of the First Tower Limited Partnership to the Company whether in cash or in specie both present and in the future; and
 - (h) all its present future right, title and interest in the Funding Agreement;
- (4) by way of first floating charge, its undertaking and all its Assets, both present and future (including Assets expressed to be charged by paragraph (1) to (3) above or assigned by paragraph (5) below).
- (5) by way of assignment in equity as security for the payment and discharge of all Liabilities:-
 - (a) all its present and future right, title and interest in and to the Development Documents Trust including all Rights under the Development Documents Trust Deed, all moneys which at any time may be or become payable to it pursuant thereto and the net proceeds of any claims, awards and judgments which may at any time be receivable or received by it pursuant thereto;
 - (b) all its present and future right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits thereof (including all claims of whatsoever nature relating thereto and returns of premium in respect thereof);
 - (c) all its present and future right, title and interest in and to the EZA Indemnities and Warranties; and

(d) all its present and future Right in relation to its Real Property (except those charged by paragraphs (1) and (2) above), including all Rights against all past, present and future undertenants of its Real Property and their respective guarantors and/or sureties.

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Paper Apart 2

CANARY WHARF HOLDINGS LIMITED

CANARY WHARF LIMITED

CANARY WHARF INVESTMENTS LIMITED

CANARY WHARF MANAGEMENT LIMITED

CABOT PLACE LIMITED

SEVEN WESTFERRY CIRCUS (NO. 2) LIMITED

CANARY CANNON LIMITED

HAZELWAY LIMITED

SEVEN WESTFERRY CIRCUS LIMITED

CW INVESTMENTS (PHASE 1) LIMITED

25 CABOT SQUARE LIMITED

SOUTH QUAY PROPERTIES LIMITED

HERON OUAY PROPERTIES LIMITED

CANARY WHARF CONTRACTORS LIMITED

CWC SPV HCO LIMITED

CWC SPVa LIMITED

CWC SPVb LIMITED

CANARY WHARF INVESTMENTS (TWO) LIMITED

CANARY WHARF INVESTMENTS (THREE) LIMITED

CANARY WHARF INVESTMENTS (FOUR) LIMITED

FIRST TOWER T1 LIMITED

FIRST TOWER T2 LIMITED

FIRST TOWER GP (1) LIMITED

FIRST TOWER GP (2) LIMITED

CWE SPV HCO LIMITED

CWE SPV SUPER HCO LIMITED

CWE SPVa LIMITED

CWE SPVb LIMITED

CWE SPVc LIMITED

CWE SPVd LIMITED

CWE SPVe LIMITED

CWE SPVf LIMITED

CWE SPVg LIMITED

CWE SPVh LIMITED

SEVEN WESTFERRY CIRCUS LIMITED

all having an address at Level 30, One Canada Square, Canary Wharf, London E14 5AB

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

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

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

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

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

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Paper Apart 3

Definitions relative to this Form 466:

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

Agreement means the intercreditor agreement dated 27th December 1995 and amended and restated on 10th October 1996 between the parties listed in Paper Apart 2;

Assets means, in relation to any Person, all or any part of its business, undertaking, property, assets, revenues, Rights and uncalled capital, wherever situated;

Bank Accounts means any current, deposit or other accounts (including the Security Accounts) now or hereafter held by the Company (either alone or jointly with any other Relevant Obligor) with any Person (including the Account Bank and Lender) and all balances now or hereafter standing to the credit of any such current, deposit or other account;

Book Debts means all book and other debts of any nature whatsoever (excluding Bank Accounts), now or hereafter due or owing to the Company, all other rights to receive money and the benefit of all negotiable instruments, Rights, Security, guarantees and indemnities of any nature whatsoever now or hereafter enjoyed or held by it in relation thereto;

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

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

Cash Defeasance Amount means:

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

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

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

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

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

CNA Facility Agent means Continental Casualty Company;

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

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

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

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

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

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

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

CNA Security Agent means Bankers Trustee Company Limited;

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

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

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

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

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

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

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

Defeasance Securities means any combination of the following:

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

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

Development Documents Trust Deed means the Declaration of Trust dated 22nd December 1995 by Canary Wharf Limited and Canary Wharf Contractors Limited in favour of, amongst others, some of the Relevant Obligors over the benefit of certain development documents;

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EIB means European Investment Bank;

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

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

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

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

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

EIB Guarantee means a guarantee of even date with the Agreement between Canary Wharf Holdings Limited, Canary Wharf Investments Limited, Canary Wharf Limited and the EIB Obligors and EIB:

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

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

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

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

EZA Indemnities and Warranties means the Sale and Purchase Agreement dated 5th May 1994 between CW12, CWH, Beverley House Investments Limited, Farnsworth Investments Limited and Northern Foods Plc, the Purchaser's Deed of Indemnity dated 5th May 1994 in favour of CW12 from Northern Foods Plc, Beverley House Investments Limited and Farnsworth Investments Limited and any other rights of action against Northern Foods Plc, Beverley House Investments Limited and Farnsworth Investments in respect of any EZA Transaction relating to CW13;

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

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

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

Intellectual Property means patents and registered designs, copyrights, unregistered designs, semiconductor topographies, rights in trade marks whether registered or not, goodwill and rights in confidential information (to the extent that it is possible to charge the same) and know-how and any associated or similar rights which may now or hereafter exist (including, where applicable, applications and rights to apply therefor);

Investments means (a) shares, stock and debentures (including debenture stock, loan stock, bonds, notes and certificates of deposit), (b) warrants, options or other Rights to subscribe for, purchase, call for delivery of or otherwise acquire shares, stock or debentures, (c) all Rights relative to shares, stock or debentures which are deposited with, or registered in the same of, any depositary, custodian, nominee, clearing house or system, investment manager or other similar Person or the holder of any Security or such holder's nominee, in each case where or not on a fungible basis (including rights against any such Person) and (d) any other securities in, of or created by any Person;

Lender means European Investment Bank, its successors and assigns;

Liabilities means all moneys, debts and liabilities which now are or have been or at any time hereafter may be or become due, owing or incurred by any Relevant Obligor to the Lender in any manner whatsoever under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise);

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

Permitted Fixed Security means all the fixed security in the EIB Security Documents and the CNA Security Documents;

Person includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

Real Property means, in relation to any Relevant Obligor, all or any part of its freehold and leasehold property in England and Wales and other real property anywhere in the world and any estate or interest therein and any reference to Real Property includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings, and all Fixtures belonging to that Relevant Obligor from time to time therein or thereon;

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

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Relevant Obligor includes the Company;

Rights means rights, authorities, descretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever);

Security includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (including any "flawed asset" agreement);

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

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

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

Any reference to any agreement or document is a reference to the relevant agreement or document as from time to time amended, supplemented, novated, restate or replaced and includes a reference to any document which amends, supplements, novates, restates, replaces or is entered into, made or given pursuant to or in accordance with any of the terms or, the relevant agreement or document.

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CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 132920

I hereby certify that particulars of an instrument of alteration dated 10 OCTOBER 1996

was delivered pursuant to section 410 of the Companies Act, 1985, on 30 OCTOBER 1996.

The instrument relates to a charge created on 27 DECEMBER 1995

by FIRST TOWER GP (1) LIMITED

in favour of EUROPEAN INVESTMENT BANK

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

Signed at Edinburgh 1 NOVEMBER 1996

R. Graham
For Registrar of Companies



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

REGISTER of Charges, Alterations to Charges,

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Date of egistration	Serial Number of Document on File	Date of Creation of each Charge and Description thereof	Date of the aquisition of the Property	Amount secured by the Charge	Short Particulars of the Property Charged	Names of the Persons entitled to the Charge
				£		
0/01/1996		27/12/95 FLOATING CHARGE		ALL SUMS DUE OR TO BECOME DUE BY THE COMPANY AND OTHERS	FIXED AND FLOATING CHARGES ON ASSETS SEE CH MICROFICHE FOR FULL DETAILS	EUROPEAN INVESTMENT BANK
IXED AND F	LOATING CH	arge debenture		OTTERS		
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Memoranda of Satisfaction and Appointments etc. of Receivers

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

COMPANY: SC132920 CHARGE: 8

COMPANY: SC132920 CHARGE: 8							
(8)	(9)	(10)	(11)		(12)		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or	floating charge shall rank with any other subsisting or future floating charges or fixed securities over the	Amount or rate per cent of the Commis- sion Allowance	Memoranda of Satisfaction	Name	Receiver Date of Appointment	Date of Ceasing to act	
ranking <i>part passu</i> with the floating charge.	property the subject of the floating charge or any part of it.	or discount					
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N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC132920 CHARGE: 8

Instruments of Alteration to a Floating Charge								
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking pari passu with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any by which the amount secured by the floating charge has been increased.			
7/12/95	THE COMPANY AND OTHERS SEE CH MICROFICHE		SEE CH MICROFICHE		E			
7/12/95 D/10/96	CANARY WHARF HOLDINGS LIMITED & OTHERS SEE CH MICROFICHE		SEE CH MICROFICHE					