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115553/4865
395**Particulars of a mortgage or charge**

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

**Please complete
legibly, preferably
in black type or
bold block lettering**To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

107

1971312

Name of Company

*insert full name of
companyCanary Wharf Limited (the "**Chargor**")

Date of creation of the charge

3 November 2006

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

Legal charge over leasehold of a new building at 15 Canada Square, Canary Wharf, London E14
and Purchase Price Account created by the Chargor in favour of KPMG LLP (the "**Buyer**") (the
"**Legal Charge**")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

KPMG LLP, 8 Salisbury Square, London

Postcode

EC4Y 8BB

Presentor's name address and
reference (if any):Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: LZH/RJE

Time critical reference

For official Use
Mortgage Section

Post room

LD3
COMPANIES HOUSE454
09/11/2006

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed Linklater

Date 9 November 2006

On behalf of mortgagee/chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] Delete as appropriate

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

Companies House, Crown Way, Cardiff CF4 3UZ

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Name of Company

Canary Wharf Limited

Company Number

1971312

Amount secured by the mortgage or charge

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by any CW Obligor or some other person) of each relevant CW Obligor to the Buyer under any of the DS3W Documents.

Short particulars of all the property mortgaged or charged

Security

The Chargor, with full title guarantee, hereby charges

- (i) by way of first legal mortgage to the Buyer as a continuing security for the payment or discharge of the Secured Obligations all the Property; and
- (ii) all the right title and interest (if any) of the Chargor to and in any proceeds of any present or future insurances, and return of any premiums in respect of them, relating to the Property; and
- (iii) the Purchase Price Account and all rights and claims to which the Chargor is now or may hereafter become entitled in relation to all monies or amounts now or at any time hereafter standing to the credit of such Purchase Price Account and all rights attaching thereto (including the right to interest),

but so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 (the "LP (MP) Act") in the mortgages and charges contained in or created pursuant to the Legal Charge, are construed with the omission of:

- (a) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in Section 3(1) LP (MP) Act; and
- (b) Section 6(2) LP (MP) Act.

Note (1): the Legal Charge provides that:

- 1** Until the Secured Obligations have been repaid and discharged in full, the Chargor further covenants with the Buyer as follows:
 - 1.1** save for Permitted Security, not to create or permit to exist any Security Interest in, over or affecting:
 - 1.1.1** any of the Mortgaged Property;
 - 1.1.2** the Brackendown Contract (insofar as it relates to the construction of the Building);
 - 1.1.3** the First Payment or the Second Payment; or
 - 1.1.4** the whole or substantially the whole of its assets, by way of floating charge; and
 - 1.2** save pursuant to the Sale Agreement or with the prior written consent of the Buyer, not to transfer, sell, lease, grant or enter into a lease, exercise the statutory power of leasing, license or otherwise dispose of any of the Mortgaged Property.
- 2** The Chargor further covenants with the Buyer, upon demand to execute, at the Chargor's own cost, any document or do any act or thing which:
 - 2.1** the Buyer may specify with a view to perfecting any charge or security created or intended to be created by the Legal Charge (but not enforcing or realising the same); or
 - 2.2** the Buyer or the Receiver may specify, following the occurrence of an Acceleration Event, with a view to (a) the improvement or realisation of the security created or intended to be created by the Legal Charge, or (b) facilitating the exercise or the proposed exercise of any of their rights, powers or discretions.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Acceleration Event" means the occurrence of any of the following:

- (a) an Insolvency Event; or
- (b) the Step-in Date.

"Account Bank" means Barclays Bank PLC of 1 Churchill Place, London E14 5HP, sort code 20-00-00.

"Agreement for Lease" means an agreement dated 3 November 2006 between the Chargor, CWIL, KPMG CW Properties Limited and the Buyer.

"Brackendown Contract" means the design and construct contract dated 31 March 1989 and made between the Chargor (then known as Olympia & York Canary Wharf Limited) and CWCL (then known as Brackendown Limited) as the same may have been or may be varied in accordance with its terms from time to time.

"Building" means the building so far as constructed on or within the premises demised by the Lease and to be known as "15 Canada Square".

"CW Obligors" means the Chargor, CWIL, CWHL, CWCL, CW(DS3W), CWC(DS3) and CWC(DS3W).

"CW(DS3W)" means Canary Wharf (DS3 West) Limited.

"CWC(DS3)" means Canary Wharf Contractors (DS3) Limited.

"CWC(DS3W)" means Canary Wharf Contractors (DS3 West) Limited.

"CWCL" means Canary Wharf Contractors Limited.

"CWHL" means Canary Wharf Holdings Limited.

"CWIL" means Canary Wharf Investments Limited.

"DS3W Documents" means the Sale Agreement, the Agreement for Lease, the Payments Deed, the Milestone Agreement, the Insurance Proceeds Deed and the Step In Agreement.

"First Payment" has the meaning given to it in the Sale Agreement.

"Insolvency Event" means the occurrence of any of the following:

- (a) an application is presented (other than by the Buyer or any Relevant Entity or any party on behalf of or as agent for any of them relating to a matter in connection with the Sale Agreement or any of the other Transaction Documents) for the making of an administration order in respect of any Relevant Member of the CWL Group or an administration order is made in respect of any Relevant Member of the CWL Group; or
- (b) a petition is presented for the appointment of a provisional liquidator or a liquidator (other than a petition brought by the Buyer or any Relevant Entity or any party on behalf of or as agent for any of them relating to a matter in connection with the Sale Agreement or any of the other Transaction Documents or a petition which the Buyer (acting reasonably) is satisfied is vexatious or frivolous and which is discharged within 21 days and prior to its advertisement), or a provisional liquidator or a liquidator is appointed, to or in respect of any Relevant Member of the CWL Group (other than, in each case, for the purposes of a solvent amalgamation or reconstruction or merger which has been previously approved in writing by the Buyer); or
- (c) an encumbrancer (other than the Buyer or any Relevant Entity or any party on behalf of or as agent for any of them relating to a matter in connection with the Sale Agreement or any of the other

Transaction Documents) takes possession of, or a trustee or administrative or other receiver or similar officer is appointed (other than by the Buyer or any Relevant Entity or any party on behalf of or as agent for any of them relating to a matter in connection with the Sale Agreement or any of the other Transaction Documents) in respect of, all or a material part of the assets and undertaking of any Relevant Member of the CWL Group; or

(d) distress or any form of execution is levied or enforced upon any such assets or any security interest which may for the time being affect any, all or a material part of the assets and undertaking of any Relevant Member of the CWL Group becomes enforceable and is not discharged within 30 days; or

(e) any Relevant Member of the CWL Group:

(i) makes application to the court for an order under section 425 of the Companies Act 1985 or commences a scheme of arrangement under that section in respect of all or a substantial class of its creditors; or

(ii) submits to all or a substantial class of its creditors a proposal pursuant to part I of the Insolvency Act 1986,

other than, in each case, for the purposes of a solvent amalgamation or reconstruction or merger which has been previously approved in writing by the Buyer; or

(f) any Relevant Member of the CWL Group is unable to pay its debts within the meaning of section 123(1)(e) or (2) of the Insolvency Act 1986.

"Insurance Proceeds Deed" means the deed dated 3 November 2006 between CWC(DS3W) and the Buyer.

"Lease" means the lease dated 17 July 1987 between (1) Legibus 925 Limited (now known as Canary Wharf Investments Limited) and (2) The Canary Wharf Development Co. Limited (now known as Canary Wharf Limited) as varied from time to time as apportioned and severed pursuant to a Deed of Severance and Apportionment dated 2 November 2006 but, for the avoidance of doubt, only insofar as it relates to the Building (the demised premises of which is shown for the avoidance of doubt in the demise plans in Annexure 11 of the Sale Agreement).

"Milestone Agreement" means the agreement dated 3 November 2006 between CWC(DS3W) and the Buyer.

"Mortgaged Property" means all or any part of the property for the time being comprised in or subject to the Security Interests contained in the Legal Charge.

"Payments Deed" means the payments deed dated 3 November 2006 between CWC(DS3W), CWC(DS3), CWCL, the Chargor and the Buyer.

"Permitted Security" means

(a) any Security Interest arising under the Legal Charge;

(b) any liens arising by operation of law and in the ordinary course of business and securing obligations not more than 30 days old;

(c) rights of set-off arising by operation of law or contract in respect of transactions with suppliers entered into in the ordinary course of business and not as a result of any default or omission by any CW Obligor;

- (d) any rights by way of reservation or retention of title which are required by the supplier of any Mortgaged Property in the normal course of such suppliers' business; or
- (e) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances.

"Property" means the leasehold property, details of which are set out in Schedule 1 of the Legal Charge, as set out in Note (3) below.

"Purchase Price Account" means the Chargor's account with the Account Bank entitled "Purchase Price (DS3W) Account", account number 90014370.

"Receiver" means any person or persons appointed (and any additional person or persons appointed or substituted) as receiver, manager, or receiver and manager by the Buyer under the Legal Charge or otherwise.

"Relevant Entity" has the meaning given to it in the Sale Agreement.

"Relevant Member of the CWL Group" means the Chargor, CWIL, CWHL, CWCL, CWC(DS3) and CWC(DS3W).

"Sale Agreement" means the sale agreement dated 3 November 2006 between the Chargor, CWHL, Canary Wharf Group PLC and the Buyer.

"Second Payment" has the meaning given to it in the Sale Agreement.

"Security Interest" means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off, title transfer or retention arrangement or agreement, or any security interest whatsoever, howsoever created or arising.

"Step In Agreement" means the deed dated 3 November 2006 between CWC(DS3W), CWC(DS3) and the Buyer.

"Step-in Date" has the meaning given to it in clause 10.4.1 of the Sale Agreement.

"Transaction Documents" has the meaning given to it in the Sale Agreement.

Note (3): The Property specified in Schedule 1 of the Legal Charge is as follows (and any reference to any Plan is to the plans attached to Schedule 1 of the Legal Charge):

That part of the Superior Lease comprising all that land and premises including (if any) the dockbed and water thereover, the quayside and the parts of the dock walls located therein (comprising for the purposes of identification only part of the area shown edged red on Plan 2) more particularly delineated and shown edged red on Plans 3 to 12 (inclusive) and for the purposes of identification only edged red on the Sections (subject always to the inclusions and exclusions set out below and in the event of any inconsistencies between Plans 3 to 12 and Plan 2/the Sections, Plans 3 to 12 will prevail) and known as 15 Canada Square, Canary Wharf, London E14 and including:

- (a) the Building and the airspace above the area edged red on Plan 12;
- (b) the subsoil, foundations and piles below the area edged red on Plan 3;
- (c) all Pipes in, upon, under and over and in each case exclusively serving the same;

- (d) all landlord's fixtures, fittings, plant, machinery, ducting, sprinklers, apparatus and equipment now or hereafter in or upon the same;
- (e) the land at promenade level of the Building coloured yellow on Plan 6 including the glass partitioning wall between this land and the retail mall; and
- (f) all additions, alterations and improvements thereto;

but nevertheless excluding:

- (i) any Pipes which are in, upon or under or over the area shown edged red on Plans 3 to 12 (inclusive) belonging to public utilities or statutory undertakers and/or those which serve the Adjoining Property;
- (ii) the Crossrail Link;
- (iii) the High Voltage Cabling Areas;
- (iv) the Retail Units & Mall; and
- (v) the Shared Utility Intake Rooms.

For the purposes of this Note (3), the following definitions will apply:

"Adjoining Property" means all parts of the Estate (other than the property in question) and any land and/or buildings from time to time adjoining or neighbouring the Estate;

"Building" means any building erected or to be erected on the Property (whether or not also on other land) and each and every part thereof and the appurtenances belonging thereto and all additions, alterations and improvements thereto including for the avoidance of doubt the foundations and structure of the building and all appurtenances thereto;

"Crossrail Link" means the proposed Crossrail pedestrian link shown edged and hatched brown on Plan 1, including the following:

- (a) the internal plaster surfaces and finishes of all structural or load bearing walls and columns within the area shown edged and hatched brown on Plan 1 and of all walls which enclose the same and the volumetric airspace enclosed by them;
- (b) the entirety of any non-structural or non-load bearing walls and columns within the area shown edged and hatched brown on Plan 1;
- (c) the inner half severed medially of any internal non-structural or non-load bearing walls (if any) that divide the same from other parts of the Building;
- (d) the screed (if any) and floor finishes thereof;
- (e) the ceiling finishes thereof, including all suspended ceilings and light fittings;
- (f) doors and windows;
- (g) all Pipes exclusively serving the area shown edged and hatched brown on Plan 1;

(h) all fixtures, fittings, plant, machinery, ducting, sprinklers, apparatus and equipment now or hereafter in or upon the same; and

(i) all additions, alterations and improvements thereto;

but excluding:

(i) all structural or load-bearing walls and columns, the structural slabs of any roofs, ceilings and floors; and

(ii) any Pipes which are in, upon or under or over the area shown edged and hatched brown on Plan 1 belonging to public utilities or statutory undertakers or other public authorities and/or those which serve other parts of the Building;

"Estate" means the land and water areas commonly known as Canary Wharf London E14 shown edged green on Plan 2 together with any additional land and water areas in which the Company's landlord under the Superior Lease, or a Group Company of the Company's Landlord under the Superior Lease shall acquire a freehold or leasehold interest and which the Landlord from time to time reasonably designates as part of the Estate and all buildings and appurtenances thereon and all additions and improvements thereto;

"Group Company" means in relation to any company (the Relevant Company) a company which is for the time being the parent company or a subsidiary of or the holding company of the Relevant Company or which is another subsidiary of the holding company or the parent company of the Relevant Company (in each case within the meaning of Sections 258, 259 and 736 of the Companies Act 1985) as amended by the Companies Act 1989;

"High Voltage Cabling Areas" means the areas in which high voltage cables are located at levels B2, B3, B4 and promenade level of the Building and shown edged and hatched blue on Plans 3 to 6 (inclusive) including the following:

(a) the internal plaster surfaces and finishes of all structural or load bearing walls and columns within the area shown edged and hatched blue on Plans 3 to 6 and of all walls which enclose the same and the volumetric airspace enclosed by them;

(b) the entirety of any non-structural or non-load bearing walls and columns within the area shown edged and hatched blue on Plans 3 to 6;

(c) the inner half severed medially of any internal non-structural or non-load bearing walls (if any) that divide the same from other parts of the Building;

(d) the screed (if any) and floor finishes thereof;

(e) the ceiling finishes thereof, including all suspended ceilings and light fittings;

(f) doors and windows (if any);

(g) all Pipes exclusively serving the area shown edged and hatched blue on Plans 3 to 6;

(h) all fixtures, fittings, plant, machinery, ducting, sprinklers, apparatus and equipment now or hereafter in or upon the same; and

(i) all additions, alterations and improvements thereto;

but excluding:

- (i) all structural or load-bearing walls and columns, the structural slabs of any roofs, ceilings and floors; and
- (ii) any Pipes which are in, upon or under or over the area shown edged and hatched blue on Plans 3 to 6 belonging to public utilities or statutory undertakers or other public authorities and/or those which serve other parts of the Building or the Adjoining Property;

"Pipes" means all supply pipes soil pipes waste pipes sewers drains ducts conduits downpipes gutters watercourses wires cables channels flues service corridors trunking fibres (optic or otherwise) and all other conducting media (including any of a new and novel type character and/or effect) and includes any fixing louvres cowls and any other ancillary apparatus;

"Retail Units & Mall" means the retail units and pedestrian links at promenade level and shown edged and hatched green on Plan 13, including the following:

- (a) the whole of the shop fronts;
- (b) the internal plaster surfaces and finishes of all structural or load bearing walls and columns within the area shown edged and hatched green on Plan 13 and of all walls which enclose the same and the volumetric airspace enclosed by them;
- (c) the entirety of any non-structural or non-load bearing walls and columns within the area shown edged and hatched green on Plan 13;
- (d) the inner half severed medially of any internal non-structural or non-load bearing walls (if any) that divide the same from other parts of 15 Canada Square and 30 North Colonnade;
- (e) the screed (if any) and floor finishes thereof;
- (f) the ceiling finishes thereof, including all suspended ceilings and light fittings;
- (g) all glass window frames and window furniture in the windows and all doors, door furniture and door frames;
- (h) all sanitary and hot and cold water apparatus and equipment and the radiators (if any) therein;
- (i) all Pipes exclusively serving the area shown edged and hatched green on Plan 13;
- (j) all fixtures, fittings, plant, machinery, ducting, sprinklers, apparatus and equipment now or hereafter in or upon the same; and
- (k) all additions, alterations and improvements thereto;

but excluding:

- (i) all structural or load-bearing walls and columns, the structural slabs of any roofs, ceilings and floors and the pilasters between shop fronts;
- (ii) the land at promenade level of the Building coloured yellow on Plan 6 including the glass partitioning wall between this land and the retail mall; and

- (iii) any Pipes which are in, upon or under or over the area shown edged and hatched green on Plan 13 belonging to public utilities or statutory undertakers or other public authorities and/or those which serve other parts of 15 Canada Square and 30 North Colonnade or the Adjoining Property;

"Sections" means the cross-sections of the Building shown on Plans 14 to 17 (inclusive);

"Shared Utility Intake Rooms" means the utility intake rooms serving 15 Canada Square and 30 North Colonnade shown edged and hatched green on Plan 18, including the following:

- (a) the internal plaster surfaces and finishes of all structural or load bearing walls and columns within the area shown edged and hatched green on Plan 18 and of all walls which enclose the same and the volumetric airspace enclosed by them;
- (b) the entirety of any non-structural or non-load bearing walls and columns within the area shown edged and hatched green on Plan 18;
- (c) the inner half severed medially of any internal non-structural or non-load bearing walls (if any) that divide the same from other parts of 15 Canada Square and 30 North Colonnade;
- (d) the screed (if any) and floor finishes thereof;
- (e) the ceiling finishes thereof, including all suspended ceilings and light fittings;
- (f) doors and windows;
- (g) all sanitary and hot and cold water apparatus and equipment and the radiators (if any) therein;
- (h) all Pipes exclusively serving the area shown edged and hatched green on Plan 18;
- (i) all fixtures, fittings, plant, machinery, ducting, sprinklers, apparatus and equipment now or hereafter in or upon the same; and
- (j) all additions, alterations and improvements thereto;

but excluding:

- (i) all structural or load-bearing walls and columns, the structural slabs of any roofs, ceilings and floors; and
- (ii) any Pipes which are in, upon or under or over the area shown edged and hatched green on Plan 18 belonging to public utilities or statutory undertakers or other public authorities and/or those which serve other parts of 15 Canada Square and 30 North Colonnade or the Adjoining Property;

"Superior Lease" means the lease of part of Canary Wharf London E14 dated 17 July 1987 and made between Legibus 925 Limited (1) and The Canary Wharf Development Co. Limited (2) (as varied) to the extent vested in the Company and registered at the Land Registry under title number EGL316758 at the date of this deed.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01971312

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 3rd NOVEMBER 2006 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH RELEVANT CW OBLIGOR TO THE BUYER ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th NOVEMBER 2006.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES