

Short particulars of all the property mortgaged or charged

Please see the 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)

Nil

Signed

Allen & Overy LLP

Date

31/3/09

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Deed:

- (i) is created in favour of the Security Agent;
- (ii) is created over present and future assets of the Chargor;
- (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) The Security Agent holds the benefit of the Deed on trust for the Finance Parties.

1.2 Land

(a) The Chargor charges:

- (i) by way of a first legal mortgage the real property specified in the Schedule to this Form 395 under the heading Real Property; and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge the real property specified in the Schedule to this Form 395 under the heading Real Property.

(b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

1.3 Confirmation

The Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) it has charged in favour of the Security Agent by way of first fixed charge the assets relating to the property specified in schedule 5 of the Original Security Agreement and referred to in clauses 2.3 (Securities) to 2.6 (Book Debts etc.) (inclusive) and clause 2.10 (Miscellaneous) of the Original Security Agreement; and
- (b) it has assigned to the Security Agent by way of security the assets relating to the property specified in schedule 5 of the Original Security Agreement and referred to in clauses 2.7 (Insurances) to 2.9 (Other Contracts) (inclusive) of the Original Security Agreement.

In this Form 395:

Account Bank Undertaking has the meaning given to it in subclause 16.8 (Eligible Investments) of the Credit Agreement.

Additional Chargor means:

- (a) an Additional Security Provider or Master Investment Vehicle which has acceded to the Credit Agreement as an Additional Chargor pursuant to clause 29.2 (Additional Chargors) of the Credit Agreement; and
- (b) a Chargor who has acceded to the Credit Agreement pursuant to the Supplemental Agreement,

in each case for so long as it is a Party.

Additional Security means:

- (a) Security in favour of the Security Agent (in form and substance satisfactory to it) over:
 - (i) Gilts having a net present value on the Additional Security Date (as determined by the Facility Agent) greater than or equal to 120 per cent. of the Total Projected Finance Costs (discounted to net present value at a rate agreed between the Borrower and the Facility Agent before that Additional Security is granted);
 - (ii) a fixed interest rate blocked account in the name of the Borrower held with the Facility Agent into which the Borrower has deposited an amount of cash such that the net present value on the Additional Security Date of the expected balance of the account (including principal and interest) on the Maturity Date is greater than or equal to the Total Projected Finance Costs (discounted to net present value at a rate agreed between the Borrower and the Facility Agent before that Additional Security is granted); or
 - (iii) such other assets as the Majority Lenders may, in their absolute discretion, agree; or
- (b) a letter of credit in a form and from a bank acceptable to the Majority Lenders in their absolute discretion for an amount greater than or equal to the Total Projected Finance Costs.

Additional Security Date means the date on which all perfection requirements are completed in respect of the provision of any Additional Security to the Security Agent or, if an Additional Security Provider is to accede to the Credit Agreement in connection with the provision of Additional Security, the date on which the Facility Agent gives a notice to Borrower under subclause 29.2(b) (Additional Chargors) of the Credit Agreement.

Additional Security Provider means any member of the CW Group or a Trustee which provides Additional Security.

Administrative Party means an Arranger, the Facility Agent or the Security Agent.

Amendment Letter means the amendment letter dated 19 September 2008 between, amongst others, the Borrower and the Facility Agent relating to the Further Loan.

Arranger means Lloyds TSB Bank plc.

Asset Manager means the asset manager appointed by the Trustees in respect of the Properties.

Borrower means Canary Wharf Funding (One) Limited.

Car Parks means those parts of the New Property more particularly described in paragraphs 7-12 (inclusive) of part 3 of schedule 1 to the Credit Agreement and **Car Park** shall mean any one of them.

Charge of Shares means a charge of the shares of each Obligor, dated on or about the first Utilisation Date, to be granted by each relevant Shareholder in favour of the Security Agent.

Chargor means each Original Chargor and each Additional Chargor.

Chargor Accession Agreement means an agreement substantially in the form of part 3 of schedule 5 (Forms of Accession Documents) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Commitment means:

- (a) for the Original Lender, the amount set opposite its name in section A of part 1 of schedule 1 (Original Parties and Properties) to the Credit Agreement under the heading "Commitments" and the amount of any other Commitment it acquires; and
- (b) for any other Lender, the amount of any Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement.

Concessionary Licence means each licence or other occupational arrangement granted or permitted to be granted by a Chargor or Third Party Security Provider (or, if applicable, any predecessor in title) from time to time on a concessionary basis in respect of any car parking space or spaces within any Car Park pursuant to which rent, licence fees or equivalent are paid or payable.

Construction Guarantee means the construction guarantee provided by the Construction Guarantor in respect of the development works to be carried out in respect of those parts of the Property more particularly described in paragraphs 1 and 4 of part 3 of schedule 1 to the Credit Agreement.

Construction Guarantor means Canary Wharf Holdings Limited of One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with registered number 02798284).

Contractual Car Park Licence means each lease licence or other occupational arrangement granted or permitted to be granted by a Chargor or a Third Party Security Provider from time to time (or if applicable, any predecessor in title) on a long term basis in respect of any car parking space or spaces within any Car Park pursuant to which rent, licence fees or equivalent amounts are paid or payable to such Chargor or Third Party Security Provider but excluding (a) any Office Lease Licence; (b) any Concessionary Licence; and (c) any Pay & Display Arrangement.

Counterparty means any Lender which becomes a counterparty in accordance with the terms of the Credit Agreement.

Counterparty Accession Agreement means a letter, substantially in the form of part 2 of schedule 5 (Forms of Accession Documents) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Credit Agreement means the £300,000,000 credit agreement dated 7 March 2006 between (among others) the Chargors and the Security Agent.

CW Group means CWGP and its Subsidiaries.

CWGP means Canary Wharf Group plc of One Canada Square, Canary Wharf London E14 5AB (registered in England and Wales with registration number 4191122).

CWML means Canary Wharf Management Limited of One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with registration number 2067510).

DS7 Trust means the JPUT constituted by the DS7 Trust Instrument and known as the One Canada Square (Retail) Unit Trust.

DS7 Trust Instrument means the trust instrument constituting the DS7 Trust declared by One Canada Square (Retail) Trustee No. 1 Limited and One Canada Square (Retail) Trustee No. 2 Limited.

DS8 Trust means the JPUT constituted by the DS8 Trust Instrument and known as the Canada Place (Retail) Unit Trust.

DS8 Trust Instrument means the trust instrument constituting the DS8 Trust declared by Canada Place (Retail) Trustee No. 1 Limited and Canada Place (Retail) Trustee No. 2 Limited.

Duty of Care Agreement means a duty of care agreement between, amongst others, the Estate Manager and the Security Agent or a duty of care agreement between, amongst others, each Asset Manager and the Security Agent in respect of the management of each of the Properties.

Estate means the land and water areas located in the London Borough of Tower Hamlets commonly known as Canary Wharf and the majority of the adjacent land known as Canary Wharf South with any adjoining (or adjacent) additional land and water areas in which a member of the CW Group acquires a freehold or leasehold interest and all buildings and appurtenances on it and all additions, alterations and improvements to it.

Estate Manager means CWML.

Facility means the credit facility made available under the Credit Agreement.

Facility Agent means Lloyds TSB Bank plc.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrower setting out the amount of certain fees referred to in the Credit Agreement.

Finance Document means:

- (c) the Credit Agreement and the Amendment Letter;
- (d) the Supplemental Agreement;
- (e) a Security Document;
- (f) any Hedging Arrangement;
- (g) the Subordination Agreement;
- (h) a Duty of Care Agreement;

- (i) a Fee Letter and the Further Loan Margin Letter;
- (j) a Transfer Certificate;
- (k) a Counterparty Accession Agreement;
- (l) a Chargor Accession Agreement;
- (m) a Tax Indemnity;
- (n) an Account Bank Undertaking;
- (o) an Irrevocable Direction;
- (p) each Irrevocable Power of Attorney Delegation (if any);
- (q) the Construction Guarantee; or
- (r) any other document designated as such by the Facility Agent or the Security Agent (as applicable) and the Borrower.

Finance Party means a Lender, a Counterparty or an Administrative Party.

Further Loan means the Loan to be provided by Lloyds TSB Bank plc as Lender as a result of the increase in its Commitment under the Amendment Letter.

Further Loan Margin Letter means the letter dated on or about the date of the Amendment Letter relating to, amongst other things, the Margin for the Further Loan.

Gilts means fixed rate Sterling gilt-edged securities.

Group Property Income Account means the account designated as such under the terms of the Credit Agreement.

Group Rent means:

- (a) the rent in respect of a Property (other than a New Property) to which a Chargor (other than any Trustee) is beneficially entitled pursuant to an Intra-Group Lease; and
- (b) the rent, fees or income in respect of a New Property to which a Chargor is beneficially entitled pursuant to an Occupational Lease or Contractual Car Park Licence.

Hedging Arrangement means any interest rate hedging arrangement entered into by the Borrower with a Counterparty in accordance with subclause 8.4 (Hedging) of the Credit Agreement.

Intra-Group Lease means each lease in respect of a Property entered into between members of the CW Group or between a member of the CW Group and a Trustee as set out in the Property Interests Structure Chart delivered to the Facility Agent as a condition precedent under schedule 1 of the Supplemental Agreement.

Irrevocable Direction means an irrevocable direction to pay given by each Chargor who is entitled to any Unit Distributions or Group Rent directing that all Unit Distributions or Group Rents to which that Chargor is entitled be paid directly to the Group Property Income Account held in the name of the Borrower.

Irrevocable Power of Attorney Delegation means each irrevocable delegation to authorised signatories and specified employees of the Security Agent of the rights of the officers of the Borrower under a Minority Unitholder Power of Attorney.

JPUT means a unit trust scheme established pursuant to the Trusts (Jersey) Law 1984.

Lender means:

- (a) an original Lender; or
- (b) any person who becomes Lender after 7 March 2006.

Limited Partnership means an English limited partnership formed under the Partnership Act 1890 and which complies with the requirements of the Limited Partnership Act 1907.

Loan means, unless otherwise stated in the Credit Agreement, the principal amount of each borrowing under the Credit Agreement or the principal amount outstanding of that borrowing including the Further Loan.

Majority Lenders means, at any time, Lenders:

- (a) whose share in the Loan and whose undrawn Commitments then aggregate 66⅔ per cent. or more of the aggregate of all the Loan and the undrawn Commitments of all the Lenders;
- (b) if there is no Loan then outstanding, whose undrawn Commitments then aggregate 66⅔ per cent. or more of the Total Commitments; or
- (c) if there is no Loan then outstanding and the Total Commitments have been reduced to zero, whose Commitments aggregated 66⅔ per cent. or more of the Total Commitments immediately before the reduction.

Margin means the margin determined pursuant to subclause 8.3 (Margin) of the Credit Agreement.

Master Investment Vehicle means:

- (a) a company registered under the Companies Act 1985;
- (b) a JPUT; or
- (c) a Limited Partnership,

in each case which has acquired, or is to acquire, all of the Units held by the Original Unitholders and which has acceded to the Credit Agreement as an Additional Chargor and whose only assets and business relate to the holding of those Units.

Master Trust means the JPUT constituted by the Master Trust Instrument.

Master Trust Instrument means the trust instrument constituting any Master Investment Vehicle which is a JPUT.

Maturity Date means 7 March 2011.

Minority Unitholder means Anglo Irish Bank Corporation plc.

Minority Unitholder Power of Attorney means a power of attorney granted by a Minority Unitholder to officers of the Borrower in relation to the exercise of rights in respect of any Units.

New Property means each new property listed under part 3 of schedule 1 (Original Parties and Properties) to the Credit Agreement.

Original Chargor means a company listed under the heading "Original Chargors" in section B in part 1 of schedule 1 (Original Parties and Properties) to the Credit Agreement including, without limitation, the Original Unitholders.

Original Unitholder means Cabot Place Holdings Limited, Canary Wharf Investments (DS8) Limited, CWCB Investments (RT2) Limited or Heron Quays Investments (RT3) Limited.

Obligor means the Borrower and (to the extent it is not released as such in accordance with subclause 29.3 (Resignation of Chargors) of the Credit Agreement) a Chargor.

Occupational Lease means each lease, licence or other occupational interest granted by the relevant Chargor or Third Party Security Provider or, as applicable, any predecessor in title, pursuant to which rack rents, service charges, insurance premiums, default charges, interest, licence fees or other income is payable, whether immediately or after the expiry of a specified period, by a third party in respect of the right to occupy the relevant Property but shall not include any (a) Contractual Car Park Licence; (b) Concessionary Licence; or (c) Pay and Display Arrangement.

Office Lease means any lease, licence or other occupational interest or agreement for any lease, licence or other occupational interest relating to office premises on the Estate (and, for the avoidance of doubt, Office Lease shall include any overriding lease of any office premises on the Estate pursuant to which the tenant of such lease (or any group company thereof) has taken occupation of the space for fitting out or as beneficial occupiers of the whole or any part for the purpose of its business).

Office Lease Licence means any occupational lease or licence in respect of any car parking space or spaces within any Car Park granted pursuant to or as part of any Office Lease or any document supplemental or ancillary to an Office Lease prior to the date of the Credit Agreement (but excluding any Contractual Car Park Licence or Concessionary Licence or Pay & Display Arrangement).

Original Lender means Lloyds TSB Bank plc.

Original Security Agreement means the Security Agreement dated 14 March between, amongst others, each Chargor and the Security Agent under which the Chargor charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each obligor under the Finance Documents (as amended or supplemented).

Pay and Display Arrangement means public car parking arrangements in respect of any Car Park where cash is collected on departure in consideration for a ticket and a temporary right to park.

Party means a party to the Credit Agreement.

Property means each New Property and each property listed in part 2 of schedule 1 (Original Parties and Properties) to the Credit Agreement and any other property over which Additional Security is granted.

Property Interests Structure Chart means the chart entitled as such, and delivered to the Facility Agent as a condition precedent under schedule 2 (Conditions Precedent Documents) of the Credit Agreement showing the chain of property interests in each Property.

RT1 Trust means the JPUT constituted by the RT1 Trust Instrument and known as the Cabot Place (Retail) Unit Trust.

RT1 Trust Instrument means the trust instrument constituting the RT1 Trust declared by Cabot Place (Retail) Trustee No. 1 Limited and Cabot Place (Retail) No. 2 Limited.

RT2 Trust means the JPUT constituted by the RT2 Trust Instrument and known as the Canada Place Mall (Retail) Unit Trust.

RT2 Trust Instrument means the trust instrument constituting the RT2 Trust declared by Canada Place Mall (Retail) Trustee No. 1 Limited and Canada Place Mall (Retail) Trustee No. 2 Limited.

RT3 Trust means the unit trust scheme constituted by the RT3 Trust Instrument and known as the Jubilee Place (Retail) Unit Trust.

RT3 Trust Instrument means the trust instrument constituting the RT3 Trust declared by Jubilee Place (Retail) Trustee No. 1 Limited and Jubilee Place (Retail) Trustee No. 2 Limited.

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 any Finance Party under each Finance Document, except for any obligation which, if it were so included, would result in the Deed contravening section 151 of the Companies Act 1985.

Security means any Security Interest created under the Security Documents.

Security Agreement means each security agreement entered into by each Obligor or Third Party Security Provider in favour of the Security Agent (acting as agent for and on behalf of the Finance Parties).

Security Document means:

- (a) a Security Agreement;
- (b) a Supplemental Security Agreement;
- (c) a Charge of Shares;
- (d) any Security Document in respect of Additional Security;
- (e) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents; or
- (f) any other document designated as such by the Facility Agent or the Security Agent (as applicable) and the Borrower.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Shareholder means each shareholder of any Obligor.

Subordination Agreement means a subordination agreement, dated on or about the Utilisation Date, to be entered into by, amongst others, the Obligors and the Security Agent.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

Supplemental Agreement means the supplemental agreement dated 20 March 2009 amending and restating the Credit Agreement.

Supplemental Security Agreement means a supplemental security agreement, in the form annexed to the Security Agreement, (with such amendments as the Security Agent may approve or reasonably require) entered into by the relevant Obligor or Third Party Security Provider in favour of the Security Agent.

Tax Indemnity means an indemnity given by Canary Wharf Holdings Limited in favour of the Security Agent in relation to any SDLT payable as a result of H.M. Revenue and Customs determining that SDLT was or is due on the contribution of the Properties in the Trusts.

Third Party Security Provider means CWIL or CWL.

Total Commitments means the aggregate of the Commitments of all the Lenders.

Total Projected Finance Costs means, as at the Additional Security Date, an estimate by the Facility Agent (acting reasonably) of the total aggregate amount payable by the Obligors (including without limitation, all payments of principal, interest, fees, costs and expenses and taking into account any amount payable or receivable by the Borrower under any Hedging Arrangements) to the Finance Parties under the Finance Documents.

Transfer Certificate means a certificate, substantially in the form of part 1 of schedule 5 (Forms of Accession Documents) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower.

Trust means the DS7 Trust, the DS8 Trust, the RT1 Trust, the RT2 Trust, the RT3 Trust or (following the accession of any Master Investment Vehicle which is a JPUT) any Master Trust.

Trustee means:

- (a) in respect of the DS7 Trust, One Canada Square (Retail) Trustee No. 1 Limited and One Canada Square (Retail) Trustee No. 2 Limited;
- (b) in respect of the DS8 Trust, Canada Place (Retail) Trustee No. 1 Limited and Canada Place (Retail) Trustee No. 2 Limited;
- (c) in respect of the RT1 Trust, Cabot Place (Retail) Trustee No. 1 Limited and Cabot Place (Retail) Trustee No. 2 Limited;
- (d) in respect of the RT2 Trust, Canada Place Mall (Retail) Trustee No. 1 Limited and Canada Place Mall (Retail) Trustee No. 2 Limited;

- (e) in respect the RT3 Trust, Jubilee Place (Retail) Trustee No. 1 Limited and Jubilee Palace (Retail) Trustee No. 2 Limited; or
- (f) (following the accession of any Master Investment Vehicle which is a JPUT), the Trustees specified in the Master Trust Instrument.

Trust Instrument means the DS7 Trust Instrument, the DS8 Trust Instrument, the RT1 Trust Instrument, the RT2 Trust Instrument, the RT3 Trust Instrument or (following the accession of any Master Investment Vehicle which is a JPUT) any Master Trust Instrument.

Unit has the meaning given in each Trust Instrument.

Unit Distributions means distributions made to Unitholders pursuant to the terms of a Trust Instrument.

Unitholders means the Original Unitholders and any Master Investment Vehicle.

Utilisation Date means each date on which the Facility is utilised.

SCHEDULE
REAL PROPERTY

1. PART PARCEL RT1 - CABOT SQUARE CAR PARK

Property Interest	Title Number	Proprietor	Quality of Title
Freehold (but excluding any part of such property comprised within an overriding lease dated 10 March 2006 between (1) Cabot Place Holdings Limited, (2) Cabot Place (Retail) Trustees No.1 Limited and Cabot Place (Retail) Trustees No.2 Limited and (3) Canary Wharf Management Limited)	EGL357827	Cabot Place Holdings Limited	Absolute



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3302749
CHARGE NO. 17**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 20 MARCH 2009 AND CREATED BY
CABOT PLACE HOLDINGS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
ANY FINANCE PARTY 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 31 MARCH 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 APRIL 2009

