

MG01

Particulars of a mortgage or charge

224501/26



irris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

MONDAY



LD5

LMNOFL82

28/06/2010

91

COMPANIES HOUSE

1

Company details

Company number

0 3 7 1 9 1 2 2

Company name in full

CABOT PLACE (RT2) LIMITED (the **Current Chargor**)

For official use



Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d8 m0 m6 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

T

Supplemental security agreement dated 18 June 2010 between the Current Chargor and the Security Agent (as defined below) (the **Deed**)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

T
+
10

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 (as defined below) to any Finance Party (as defined below) under each Finance Document (as defined below), except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 (the **Secured Liabilities**)

Continuation page

Please use a continuation page if you need to enter more details

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name	/	LLOYDS TSB BANK PLC
Address		10 Gresham Street, London (the Security Agent)
Postcode		E C 2 V 7 A E
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

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 Current 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 Current Chargor charges by way of a first legal mortgage the Charged 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 the Current Chargor in respect of that property or any moneys paid or payable in respect of those covenants

(Please refer to the attached continuation sheet.)

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N11

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP 25/6/2010 X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Ekaterina Venidiktova

Company name Allen & Overy LLP

Address 40 Bank Street

Post town London

County/Region

Postcode E 1 4 5 D U

Country

DX

Telephone (0)20 3088 2455



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Cabot Place (RT2) Limited (03719122) - Continuation Sheet 1 of 1.

1 3 Confirmation

The Current 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

(i) 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

(ii) schedule 2 of the First Supplemental 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 MG01

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

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Please give the short particulars of the property mortgaged or charged

Short particulars

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

Borrower means Canary Wharf Funding (One) Limited (registered number 3806493)

Car Parks means those parts of the New Property more particularly described in paragraphs 7-12 (inclusive) of part 3 of schedule 1 of 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

Charged Property means

(a) an underlease dated 18 June 2010 between (1) Canary Wharf (Car Parks) Limited, (2) Cabot Place (RT2) Limited, (3) CWCB Leasing (RT2) Limited and (4) Canary Wharf Management Limited, of the retail premises at basement level 1, Parcel RT2, Canary Wharf, London, E14 as shown for identification purposes edged red on the Plan, and

(b) an underlease dated 18 June 2010 between (1) Canary Wharf (DS8) T1 Limited and Canary Wharf (DS8) T2 Limited, (2) Cabot Place (RT2) Limited and (3) Canary Wharf Management Limited, of the retail premises at basement level 1, Parcel DS8, Canary Wharf, London, E14 as shown for identification purposes edged red on the Plan

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) of 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) of 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 of 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) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Credit Agreement means the £350,000,000 credit agreement dated 7 March, 2006 (as amended and restated) between (among others) Canary Wharf Funding (One) Limited 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)

CWIL means Canary Wharf Investment Limited of One Canada Square, Canary Wharf London E14 5AB (registered in England and Wales with registration number 2127410)

CWL means Canary Wharf Limited of One Canada Square, Canary Wharf London E14 5AB (registered in England and Wales with registration number 1971312)

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

Event of Default means an event specified as such in clause 21 (Default) of the Credit Agreement

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

- (a) The Credit Agreement, the Amendment Letter and the Second Amendment Letter,
- (b) the Supplemental Agreement,
- (c) a Security Document,
- (d) any Hedging Arrangement,
- (e) the Subordination Agreement,
- (f) a Duty of Care Agreement,
- (g) a Fee Letter, the Further Loan Margin Letter and the Margin/Fee Letter,
- (h) a Transfer Certificate,

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) a Counterparty Accession Agreement,
- (j) a Chargor Accession Agreement,
- (k) a Tax Indemnity,
- (l) an Account Bank Undertaking,
- (m) an Irrevocable Direction,
- (n) each Irrevocable Power of Attorney Delegation (if any),
- (o) the Construction Guarantee, or
- (p) 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

First Supplemental Security Agreement means a supplemental security agreement dated 20 March 2009 between, amongst others, the Current Chargor and the Security Agent

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 a 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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Majority Lenders means, at any time, Lenders

- (a) whose share in the Loan and whose undrawn Commitments then aggregate 66² 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 66² 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 66 2/3 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

Margin/Fee Letter means a margin/fee letter dated on or around the date of the Second Amendment Letter from the Borrower to the Facility Agent relating to, among other things, the Margin and the fees payable to the Facility Agent

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 17 December 2014

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) of the Credit Agreement

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)

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Original Chargor means a company listed under the heading "Original Chargors" in Section B in Part 1 of Schedule 1 (Original Parties and Properties) of the Credit Agreement including, without limitation, the Original Unitholders</p> <p>Original Lender means Lloyds TSB Bank plc</p> <p>Original Security Agreement means a security agreement dated 14 March 2006 between, amongst others, the Current Chargor and the Security Agent</p> <p>Original Unitholder means the Cabot Place Holdings Limited, Canary Wharf Investments (DS8) Limited, CWCB Investments (RT2) Limited or Heron Quays Investments (RT3) Limited</p> <p>Party means a party to the Credit Agreement or the Deed</p> <p>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</p> <p>Plan means the plans attached to the Deed</p> <p>Property means each New Property and each property listed in part 2 of schedule 1 (Original Parties and Properties) of the Credit Agreement and any other property over which Additional Security is granted</p> <p>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</p> <p>Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Deed</p> <p>RT1 Trust means the JPUT constituted by the RT1 Trust Instrument and known as the Cabot Place (Retail) Unit Trust</p> <p>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</p> <p>RT2 Trust means the JPUT constituted by the RT2 Trust Instrument and known as the Canada Place Mall (Retail) Unit Trust</p> <p>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</p> <p>RT3 Trust means the unit trust scheme constituted by the RT3 Trust Instrument and known as the Jubilee Place (Retail) Unit Trust</p> <p>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</p> <p>SDLT means stamp duty land tax</p> <p>Second Amendment Letter means the amendment letter dated 17 December 2009 between, amongst others, the Borrower and the Facility Agent relating to certain amendments to the Credit Agreement</p> <p>Security means any Security Interest created under the Security Documents</p> <p>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)</p>	

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Short particulars

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 between, amongst others, Canary Wharf Funding (One) Limited and the Security Agent, 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 HM 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) of 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

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

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)

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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

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 3719122
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 18 JUNE 2010 AND CREATED BY CABOT
PLACE (RT2) 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 25 OF THE COMPANIES ACT 2006 ON THE 28 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JUNE 2010

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES