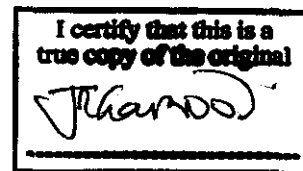


5043352



J.R. GARWOOD
Company Secretary
24 January 2007

21 DECEMBER 2006

MUTUAL UNDERTAKIN

between

SONGBIRD ESTATES PLC

and

BRITISH LAND (JOINT VENTURES) LIMITED

and

THE CLASS A SHAREHOLDERS

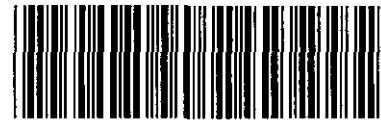
(as defined herein)

and

THE SG SHAREHOLDERS

(as defined herein)

TUESDAY



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A46 13/02/2007 378
COMPANIES HOUSE

EDX
COMPANIES HOUSE 26/1/07 509

WEIL, GOTSHAL & MANGES

One South Place London EC2M 2WG
Tel: +44 (0) 20 7903 1000 Fax: +44 (0) 20 7903 0990

THIS AGREEMENT is made on 21st December 2006 between the following parties:

- (1) **SONGBIRD ESTATES PLC**, a public company incorporated in England and Wales (registered number 5045352) whose registered office is at One Canada Square, Canary Wharf, London E14 JAB (the "**Company**");
- (2) **BRITISH LAND (JOINT VENTURES) LIMITED**, a private company incorporated in England and Wales (registered number 4682740) whose registered office is at 10 Cornwall Terrace, London NW1 4QP ("**British Land**");
- (3) The entities whose names are set out in column (1) of Schedule 1 (the "**Class A Shareholders**") and who are the beneficial owners of the Class A Shares;
- (4) The entities whose names are set out in column (2) of Schedule 1 (the "**Registered Class A Shareholders**") and who are the registered owners of the Class A Shares; and
- (5) The entities and persons whose names are set out in Schedule 2 (the "**SG Shareholders**").

WHEREAS

- (A) The share capital of the Company has four classes of share in issue: Class A Shares, Class B Shares, one Class D Share and SG Shares, each with the respective rights and restrictions set out in the articles of association of the Company (the "**Articles**").
- (B) British Land is the holder of one Class D Share which has those rights set out in the Articles and which entitles British Land to receive a dividend in preference to all other classes of share, as more fully set out at Article 17 of the Articles.
- (C) The Class A Shareholders, the SG Shareholders and British Land have agreed to cancel the dividend rights attaching to the Class D Share in the Company by way of amendment to the Articles through the passing of a special resolution of the Company in general meeting.
- (D) British Land, the Company, the SG Shareholders and the Class A Shareholders have agreed that in consideration for British Land undertaking to the Company and the Class A Shareholders to give its class consent as a Class D Shareholder to the proposed variation of the Class D Share rights in the Articles, the Class A Shareholders and the SG Shareholders will give class consent to the variation of their rights under the Articles, and undertake to vote in favour of the Resolution on the terms and subject to the conditions set out in this Agreement.

IT IS AGREED as follows:

1 INTERPRETATION

All capitalised terms used in this Agreement shall be as defined in the Articles unless otherwise defined herein.

1.1 In this Agreement, the following expressions have the following meanings:

"New Shares"	14,478,260 Class B Shares in the capital of the Company;
"Resolution"	means the resolution set out in Schedule 3 of this Agreement; and
"Shareholders Agreement"	means the shareholders agreement dated 16 April 2004 governing the management and operation of the Company.

2 UNDERTAKINGS AND CONSENTS

2.1 In consideration of the Class A Shareholders giving the undertakings at clause 2.2 below, British Land hereby irrevocably:

- (a) consents to the variation or abrogation of its rights as the holder of the Class D Share pursuant to the passing of the Resolution in accordance with Article 8 of the Articles; and
- (b) undertakes not to vote any Class A Shares held by it in any vote held to approve the giving of class consent of the holders of the Class A Shares in connection with the passing of the Resolution.

2.2 In consideration of British Land giving the undertakings at clause 2.1 above, the Class A Shareholders and the Registered Class A Shareholders hereby irrevocably:

- (a) consent to the variation or abrogation of their rights as Class A Shareholders pursuant to the passing of the Resolution in accordance with Article 8 of the Articles; and
- (b) undertake to vote in favour of the Resolution.

2.3 In consideration of the undertakings and consents given in clauses 2.1 and 2.2 above, the holders of the SG Shares hereby irrevocably consent to the variation or abrogation of their rights as holders of SG Shares pursuant to the passing of the Resolution, in accordance with Article 8 of the Articles.

2.4 By signing this Agreement, each of the parties hereby acknowledges and agrees that any consents, authorities, approvals or waivers required to be given by any of them pursuant to the terms of the Shareholder Agreement in order to give effect to this Agreement shall be deemed to be irrevocably given.

2.5 In consideration of the undertakings and consents given in paragraphs 2.1, 2.2 and 2.3, the Company shall use all reasonable endeavours to procure that, within five Business Days of the Resolution having been passed, the New Shares are unconditionally and irrevocably (i) allotted and issued to British Land and (ii) admitted to trading on the Alternative Investment Market of the London Stock Exchange.

2.6 The Company hereby confirms to British Land that payment of the Prior Dividend and New Issue Dividend (as each such term is defined in the Resolution) will not

breach of any of the restrictions contained in Article 19 of the Company's Articles of Association.

3 RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement has no rights under the contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

4 ENTIRE AGREEMENT

This Agreement and any other documents referred to in this Agreement constitute the whole and only agreement between the Parties.

5 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed delivered constitutes an original of this Agreement, but all the counterparts together shall constitute one and the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

6 GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with English law.

7 JURISDICTION

Each Party irrevocably agrees that the Courts of England have exclusive jurisdiction to decide and to settle any dispute or claim arising out of or in connection with this Agreement.

SCHEDULE 1
THE CLASS A SHAREHOLDERS

Beneficial Owner (1)	Registered Owner (2)
BPEF 2 Princes G III Partners, L.P.	Morstan Nominees Limited
British Land (Joint Ventures) Limited	British Land (Joint Ventures) Limited
Morgan Stanley European Real Estate Special Situations Fund II-T, L.P.	Morstan Nominees Limited
Morgan Stanley European Real Estate Special Situations Fund II, L.P.	Morstan Nominees Limited
Morgan Stanley European Real Estate Special Situations II Investors, L.P.	Morstan Nominees Limited
Morgan Stanley Real Estate Fund IV International-T, L.P.	Morstan Nominees Limited
Morgan Stanley Real Estate Fund IV Special International, L.P.	Morstan Nominees Limited
Morgan Stanley Real Estate Investors IV International, L.P.	Morstan Nominees Limited
Morgan Stanley European Real Estate Special Situations II-A C V	Morstan Nominees Limited
Morgan Stanley European Real Estate Special Situations II-B C V	Morstan Nominees Limited
Morgan Stanley European Real Estate Special Situations II-C C V	Morstan Nominees Limited
MSQ Co-Investment Partnership IV, L.P.	Morstan Nominees Limited
MSREF IV TE Holding, L.P.	Morstan Nominees Limited

Beneficial Owner (1)	Registered Owner (2)
Originators Investment Plan, L.P.	Morstan Nominees Limited
Hasso Plattner	Morstan Nominees Limited
Princes Gate Investors III, L.P.	Morstan Nominees Limited
Whitehall Parallel Global Real Estate Limited Partnership 2001	Whitehall Parallel Global Real Estate Partnership 2001
Whitehall Street Global Employee Fund 2001, L.P.	Whitehall Street Global Real Estate Limited Partnership 2001
Whitehall Street Global Real Estate Limited Partnership 2001	Whitehall Street Global Real Estate Limited Partnership 2001
Whitehall Street International Employee Fund 2001 (Delaware), L.P.	Whitehall Street International Employee Fund 2001 (Delaware), L.P.
Whitehall Street International Real Estate Limited Partnership 2001	Whitehall Street International Real Estate Limited Partnership 2001

SCHEDULE 2
THE SG SHAREHOLDERS

Name

GF Investments II, LLC

Chichester Offshore Limited

Daniel Sklarin, as trustee of the Louis & Simon Glick
New Jersey 1987 Trust

Daniel Sklarin, as trustee of the Louis Glick & Seymour
Pluchenik New Jersey 1987 Trust

SCHEDULE 3 THE RESOLUTION

THAT subject to obtaining the consent of the holders of the Company's Ordinary Class A Shares, Ordinary Class B Shares and Class D Share in accordance with Articles 8(A)(ii) and 8(A)(vi) of the Company's articles of association (the '**Articles**') and subject to the approval of the holders of the Company's SG Shares in accordance with Article 8(C):

Amendment of Articles

- (1) the Articles be amended by the addition of the following provisions at the end of the existing Article 17:

“(O) Notwithstanding the provisions of Article 125, the Company may at any time and from time to time pass a special resolution (including as part of the resolution adopting this Article 17(O)) to the effect that it is desirable to capitalise all or any part of any amount standing to the credit of the Company's share premium account at the relevant time and accordingly that the amount to be capitalised be set free for distribution to the holder of the Class D Share (but no other shareholder), on the condition that it is applied in paying up in full unissued Class B Shares of the Company to be allotted and distributed credited as fully paid up to the holder of the Class D Share (the '**Class B New Issue**').

- (P) Following the Class B New Issue and conditional upon: (i) the unconditional issue and allotment of all Class B Shares issued pursuant to such Class B New Issue; and (ii) the unconditional admission to trading on the Alternative Investment Market of the London Stock Exchange of all the Class B Shares issued pursuant to such Class B Share Issue the following provisions shall take effect:

- (i) the provisions of this Article 17 (excluding Article 17(M) and this Article 17(P)) including, without limitation, Article 17(O) shall cease to have effect, and the holder of the Class D Share shall not be entitled to receive any dividend or other distribution in respect of the Class D Share (including, without limitation, any Class D Dividend which has accrued pursuant to the provisions of this Article 17);

- (ii) Article 17(M) shall be deemed to be deleted and substituted by the following:

“(M) Subject to the Company having paid in full any dividend payable pursuant to paragraph (viii) of this Article 17(P) the Company may at its option and at any time redeem the Class D Share at a price not exceeding the amount paid up on the Class D Share upon giving the holder of the Class D Share not less than 28 days' previous notice in writing of its intention so to do fixing a time and place for the redemption and following any such redemption of the Class D Share, the Class D Share may not be re-issued by the Company.”;

- (iii) in Article 15(A), the words “(other than the holder of the Class D Share in respect of his holding of the Class D Share)” shall be deemed to be deleted;
- (iv) Article 18(A)(i) shall be deemed to be deleted and the words “secondly”, “thirdly”, “fourthly” and “fifthly” in Articles 18(A)(ii) to (v) shall be deemed to be substituted by the words “first”, “secondly”, “thirdly” and “fourthly” respectively;
- (v) in Article 18(B), the words “and after payment in full of the D Share Liquidation Amount to the holder of the Class D Share pursuant to Article 18(A)(i)” shall be deemed to be deleted;
- (vi) in Article 18(E), the words “, Ordinary Shares and the Class D Share” shall be deemed to be substituted by the words “and Ordinary Shares”;
- (vii) Articles 19(B) and 19(C)(ii) shall be deemed to be deleted; and
- (viii) in the event that the Company after 21 December 2006 declares and/or pays a dividend (a “**Prior Dividend**”) (whether or not such payment is made before or after the adoption of this Article 17(P)) to the holders of Class B Shares by reference to a record date (the ‘**Dividend Record Date**’) falling before the date of the Class B New Issue (such that the Class B Shares issued in the Class B New Issue (the ‘**New Issue Shares**’) would not, but for the provisions of this paragraph (viii), be entitled to receive such dividend) then, subject to Article 19 a dividend (the “**New Issue Dividend**”) shall, immediately following their issue, become due and payable on the New Issue Shares to the holder of such shares at that time, which dividend shall be the same amount per Class B Share as the amount of the Prior Dividend. The New Issue Shares shall otherwise rank *pari passu* in all respects with the Class B Shares in the Company in issue at the time of the Class B New Issue. If the payment date for the Prior Dividend has, at the time of the Class B New Issue, already passed then the New Issue Dividend shall be paid on the Business Day immediately following the date of the Class B New Issue, but otherwise the New Issue Dividend shall be paid on the payment date for the Prior Dividend.”;

Capitalisation of share premium account

- (2) it is desirable to capitalise £1,447,826 standing to the credit of the Company’s share premium account and accordingly that the amount to be capitalised be set free for distribution to the holder of the Class D Share (but no other shareholder), on the condition that it is applied in paying up in full 14,478,260 new issue Class B Shares to be allotted and distributed credited as fully paid up to the holder of the Class D Share; and

Allotment of Class B Shares

- (3) the board be directed to allot the 14,478,260 Class B Shares referred to in paragraph (2) above, credited as fully paid up, to the holder of the Class D

Share, subject only to the admission of such newly issued Class B Shares to trading on the Alternative Investment Market of the London Stock Exchange. The board is directed to use all reasonable endeavours to procure such admission as soon as reasonably practicable after the date of the passing of this resolution.

Signed by
for and on behalf of
SONGBIRD ESTATES PLC

)
)
) 
.....
Director/Secretary

Signed by
for and on behalf of
BRITISH LAND (JOINT VENTURES) LIMITED

)
)
)
Director/Secretary

Signed by
for and on behalf of
MORSTAN NOMINEES LIMITED

)
)
)

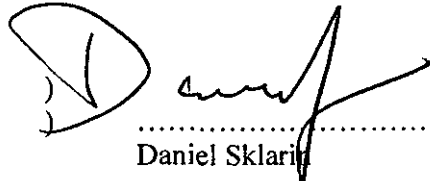
Signed by
for and on behalf of
GF INVESTMENTS II, LLC

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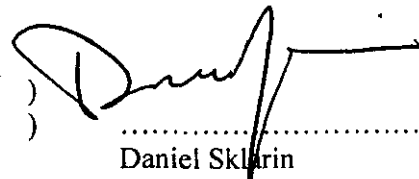
Signed by
for and on behalf of
CHICHESTER OFFSHORE LIMITED

)
)
)

Signed by **DANIEL SKLARIN**
as trustee of the
LOUIS AND SIMON GLICK
NEW JERSEY 1987 TRUST

)
) 
.....
Daniel Sklarin

Signed by **DANIEL SKLARIN**
as trustee of the
LOUIS GLICK AND SEYMOUR PLUCHENIK
NEW JERSEY 1987 TRUST

)
) 
.....
Daniel Sklarin

Signed by)
for and on behalf of)
SONGBIRD ESTATES PLC) Director/Secretary

Signed by)
for and on behalf of)
BRITISH LAND (JOINT VENTURES) LIMITED) Director/Secretary

Signed by)
for and on behalf of)
MORSTAN NOMINEES LIMITED)

Signed by)
for and on behalf of)
GF INVESTMENTS II, LLC)

Signed by)
for and on behalf of)
CHICHESTER OFFSHORE LIMITED)

Signed by **DANIEL SKLARIN**)
as trustee of the)
LOUIS AND SIMON GLICK) Daniel Sklarin
NEW JERSEY 1987 TRUST

Signed by **DANIEL SKLARIN**)
as trustee of the)
LOUIS GLICK AND SEYMOUR PLUCHENIK) Daniel Sklarin
NEW JERSEY 1987 TRUST

Signed by)
for and on behalf of)
SONGBIRD ESTATES PLC)
Director/Secretary ✓

Signed by)
for and on behalf of)
BRITISH LAND (JOINT VENTURES) LIMITED)
Director/Secretary ✓

Signed by)
for and on behalf of)
MORSTAN NOMINEES LIMITED)

Signed by)
for and on behalf of)
GF INVESTMENTS II, LLC)
✓

Signed by)
for and on behalf of)
CHICHESTER OFFSHORE LIMITED)
✓

Signed by **DANIEL SKLARIN**)
as trustee of the)
LOUIS AND SIMON GLICK)
NEW JERSEY 1987 TRUST Daniel Sklarin ✓

Signed by **DANIEL SKLARIN**)
as trustee of the)
LOUIS GLICK AND SEYMOUR PLUCHENIK)
NEW JERSEY 1987 TRUST Daniel Sklarin ✓

By
**MORGAN STANLEY REAL ESTATE
FUND IV INTERNATIONAL-T, L.P.,**

By: MSREF IV International-GP, L.L.C.,
a Delaware limited liability company, its
general partner by:

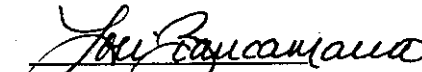

(Authorised Signatory)

By
MSREF IV TE HOLDING, L.P.,

By: MSREF IV TE Holding-GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: Morgan Stanley Real Estate Fund IV
International-TE, L.P.,
a Delaware limited partnership,
its sole member

By: MSREF IV International-GP, L.L.C.,
a Delaware limited liability company,
its general partner by:


(Authorised Signatory)

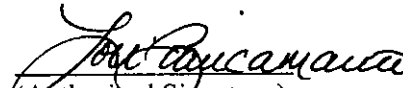
By
**MORGAN STANLEY REAL ESTATE
FUND IV SPECIAL INTERNATIONAL,
L.P.,**

By: MSREF IV International-GP, L.L.C., a
Delaware limited liability company, its
general partner by:


(Authorised Signatory)

By
**MORGAN STANLEY REAL ESTATE
INVESTORS IV INTERNATIONAL, L.P.,**

By: MSREF IV International-GP, L.L.C., a
Delaware limited liability company, its
general partner by:


(Authorised Signatory)

By
**MORGAN STANLEY EUROPEAN REAL
ESTATE SPECIAL SITUATIONS FUND
II, L.P.,**

By: MSDW Real Estate Special Situations II
Manager, L.L.C., a Delaware limited liability
company, its managing general partner

By: MSDW Real Estate Special Situations II
Holdings, L.L.C., a Delaware limited liability
company, its managing member

By: MSDW Real Estate Special Situations II,
Inc., a Delaware corporation, its MS Member
by:


(Authorised Signatory)

By
**MORGAN STANLEY EUROPEAN REAL
ESTATE SPECIAL SITUATIONS FUND
II-T, L.P.,**

By: MSDW Real Estate Special Situations II
Manager, L.L.C., a Delaware limited liability
company, its managing general partner

By: MSDW Real Estate Special Situations II
Holdings, L.L.C., a Delaware limited liability
company, its managing member

By: MSDW Real Estate Special Situations II,
Inc., a Delaware corporation, its MS Member
by:



(Authorised Signatory)

By
**MORGAN STANLEY EUROPEAN REAL
ESTATE SPECIAL SITUATIONS II
INVESTORS, L.P.**

By: MSDW Real Estate Special Situations II
Manager, L.L.C., a Delaware limited liability
company, its managing general partner

By: MSDW Real Estate Special Situations II
Holdings, L.L.C., a Delaware limited liability
company, its managing member

By: MSDW Real Estate Special Situations II,
Inc., a Delaware corporation, its MS Member
by:


(Authorised Signatory)

By
**MORGAN STANLEY EUROPEAN REAL
ESTATE SPECIAL SITUATIONS FUND
II-A, C.V.,**

By: MSDW Real Estate Special Situations II-
A Manager, L.L.C., a Delaware limited
liability company, its managing general
partner

By: MSDW Real Estate Special Situations II
Manager, L.L.C., a Delaware limited liability
company, its MS Member

By: MSDW Real Estate Special Situations II
Holdings, L.L.C. a Delaware limited liability
company, its managing member

By: MSDW Real Estate Special Situations II,
Inc., a Delaware corporation its MS Member
by:


(Authorised Signatory)

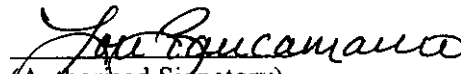
By
**MORGAN STANLEY EUROPEAN REAL
ESTATE SPECIAL SITUATIONS FUND
II-B, C.V.,**

By: MSDW Real Estate Special Situations II-
B Manager, L.L.C., a Delaware limited
liability company, its managing general
partner

By: MSDW Real Estate Special Situations II
Manager, L.L.C., a Delaware limited liability
company, its MS Member

By: MSDW Real Estate Special Situations II
Holdings, L.L.C., a Delaware limited liability
company, its managing member

By: MSDW Real Estate Special Situations II,
Inc., a Delaware corporation, its MS Member
by:


(Authorised Signatory)

By
**MORGAN STANLEY EUROPEAN REAL
ESTATE SPECIAL SITUATIONS FUND
II-C, C.V.,**

By: MSDW Real Estate Special Situations II-
C Manager, L.L.C., a Delaware limited
liability company, its managing general
partner


By: MSDW Real Estate Special Situations II
Manager, L.L.C., a Delaware limited liability
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By: MSDW Real Estate Special Situations II
Holdings, L.L.C., a Delaware limited liability
company, its managing member

By: MSDW Real Estate Special Situations II,
Inc., a Delaware corporation, its MS Member
by:


(Authorised Signatory)

By
**MSQ CO-INVESTMENT PARTNERSHIP
IV, L.P.**
By


(Authorised Signatory)

By
PRINCES GATE INVESTORS III, L.P.,
a Delaware limited partnership, by
PG Investors III, Inc., a Delaware
corporation, as General Partner, by

(Authorised Signatory)

By
**BPEF 2 PRINCES G III PARTNERS,
L.P.,**
a limited partnership organized under the laws
of the British Virgin Islands, by PG Investors
III, Inc., as Attorney in Fact acting by

(Authorised Signatory)

By
HASSO PLATTNER,
by PG Investors III, Inc., as Attorney in Fact
acting by:

(Authorised Signatory)

By
**ORIGINATORS INVESTMENT PLAN,
L.P.,**
a Delaware limited partnership, by MSDW
OIP Investors, Inc., a Delaware corporation,
as General Partner, by

(Authorised Signatory)

By
**WHITEHALL STREET GLOBAL REAL
ESTATE LIMITED PARTNERSHIP
2001,**

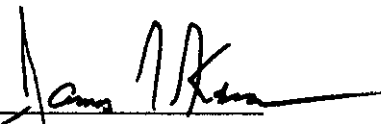
By: WH Advisors, L.L.C. 2001, its general
partner by:

(Authorised Signatory)

By
**MSQ CO-INVESTMENT PARTNERSHIP
IV, L.P.**
By

(Authorised Signatory)

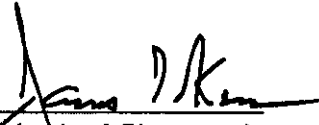
By
PRINCES GATE INVESTORS III, L.P.,
a Delaware limited partnership, by
PG Investors III, Inc., a Delaware
corporation, as General Partner, by



(Authorised Signatory)

James T. Keane
Vice President

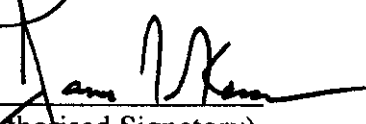
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a limited partnership organized under the laws
of the British Virgin Islands, by PG Investors
III, Inc., as Attorney in Fact acting by



(Authorised Signatory)

James T. Keane
Vice President

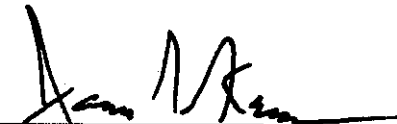
By
HASSO PLATTNER,
by PG Investors III, Inc., as Attorney in Fact
acting by:



(Authorised Signatory)

James T. Keane
Vice President

By
**ORIGINATORS INVESTMENT PLAN,
L.P.**,
a Delaware limited partnership, by MSDW
OIP Investors, Inc., a Delaware corporation,
as General Partner, by



(Authorised Signatory)

James T. Keane
Vice President

By
**WHITEHALL STREET GLOBAL REAL
ESTATE LIMITED PARTNERSHIP
2001**,

By: WH Advisors, L.L.C. 2001, its general
partner by:

(Authorised Signatory)

By
**MSQ CO-INVESTMENT PARTNERSHIP
IV, L.P.**

By

(Authorised Signatory)

By
PRINCES GATE INVESTORS III, L.P.,
a Delaware limited partnership, by
PG Investors III, Inc., a Delaware
corporation, as General Partner, by

(Authorised Signatory)

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L.P.**,
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of the British Virgin Islands, by PG Investors
III, Inc., as Attorney in Fact acting by

(Authorised Signatory)

By
HASSO PLATTNER,
by PG Investors III, Inc., as Attorney in Fact
acting by:

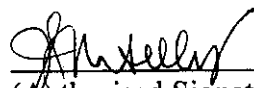
(Authorised Signatory)

By
**ORIGINATORS INVESTMENT PLAN,
L.P.**,
a Delaware limited partnership, by MSDW
OIP Investors, Inc., a Delaware corporation,
as General Partner, by

(Authorised Signatory)

By
**WHITEHALL STREET GLOBAL REAL
ESTATE LIMITED PARTNERSHIP
2001,**

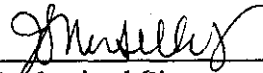
By: WH Advisors, L.L.C. 2001, its general
partner by:



(Authorised Signatory)

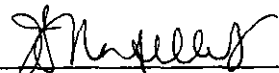
By
**WHITEHALL PARALLEL GLOBAL
REAL ESTATE LIMITED
PARTNERSHIP 2001,**

By: WH Parallel Advisors, L.L.C. 2001, its
general partner by:


(Authorised Signatory)


By
**WHITEHALL STREET
INTERNATIONAL REAL ESTATE
LIMITED PARTNERSHIP 2001,**

By: WH International Advisors, L.L.C. 2001,
its general partner by:


(Authorised Signatory)

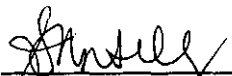
By
**WHITEHALL STREET GLOBAL
EMPLOYEE FUND 2001, L.P.,**

By: Whitehall Street Employee Funds 2001
GP, L.L.C., its general partner by:


(Authorised Signatory)

By
**WHITEHALL STREET
INTERNATIONAL EMPLOYEE FUND
2001 (DELAWARE), L.P.,**

By: Whitehall Street Employee Funds 2001
GP, L.L.C., its general partner by:


(Authorised Signatory)