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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

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ACCOL
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24/05/2007

Company number

5043352

Name of company

* Songbird Estates plc (the **Chargor**)

Date of creation of the charge

21 May, 2007

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

A charge dated 21 May, 2007 between the **Chargor** and the **Security Trustee** (as defined below) (the
Charge)

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of Songbird Finance Limited
under or pursuant to any of the Finance Documents (the **Secured Obligations**)

Names and addresses of the mortgagees or persons entitled to the charge

Morgan Stanley Mortgage Servicing Limited of 25 Cabot Square, Canary Wharf, London, as agent
and trustee for the **Secured Parties** (the **Security Trustee** which expression shall include all
successor agents or trustees appointed from time to time)

Postcode E14 4QA

Presenter's name address and
reference (if any)

Slaughter and May

One Bunhill Row
London
EC1Y 8YY

Time critical reference
PCS/JMZI

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



LD4

L6ZNDPU9

25/05/2007

426

COMPANIES HOUSE

See continuation sheets

Please do not
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*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed Slaughter and May

Date 24 / 5 / 7

On behalf of [company] ~~XXXXXXXXXXXX~~ †

*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

3 Fixed charge

3 1 The Chargor, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, hereby charges in favour of the Security Trustee (as security trustee and agent for the Secured Parties) by way of fixed charge

(a) all stocks, shares, debentures, bonds, notes and loan capital of the Company, and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing (including, without limitation, those listed in Schedule 2), and

(b) the Songbird Finance Limited Receivable and all moneys which the Chargor receives in respect thereof together with all rights relating thereto including any security and remedies therefor

3 2 The Security constituted by or pursuant to the Charge shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Security Trustee or any other Secured Party may at any time hold in respect of any of the Secured Obligations

4 Further assurance

4 1 The Chargor shall, at the request of the Security Trustee and at the expense of the Chargor, forthwith do all acts and things and execute in favour of the Security Trustee, or as it may direct, such further or other legal assignments, transfers, mortgages, charges, securities and other deeds and documents as the Security Trustee may require, in such form as the Security Trustee may require, in order to

(a) perfect or improve the Security intended to be conferred on the Security Trustee by or pursuant to the Charge, or

(b) facilitate the realisation of all or any of the Charged Property after the Security over such Charged Property has become enforceable in accordance with the terms of the Charge and exercise all of the rights and powers conferred on the Security Trustee, any Receiver or any delegate for the purpose of such realisation or in connection with such realisation

4 2 The obligations of the Chargor under this Clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

4 3 The Security Trustee shall not be required to perform or fulfil any obligation of the Chargor in respect of any of the assets and rights charged pursuant to Clause 3 1 or to

make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may have been or to which it may be entitled under the Charge at any time or times

4 4 At any time prior to the Security constituted by the Charge being enforceable in accordance with the terms of Clause 6 1, the Chargor shall be entitled to (a) (save as inconsistent with or prevented by the terms of the Finance Documents) receive and apply as it sees fit all dividends, distributions, and other amounts paid or derived from any property and interests charged in accordance with Clause 3 1 (provided that such dividends, distributions and other amounts are dealt with by the Chargor in accordance with and to the extent required by the terms of the Facility Agreement) and (b) exercise and direct the exercise of voting rights and all other rights and powers attached to the assets and rights charged pursuant to Clause 3 1 in any manner which it sees fit other than a manner which is materially prejudicial to the interests of the Secured Parties in relation to the Security over the Charged Property constituted by the Charge or is in breach of any Finance Document

4 5 If the Security constituted by the Charge is enforceable in accordance with the terms of Clause 6 1, the Security Trustee may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the person or persons in whose name any of the assets and rights charged pursuant to Clause 3 1 are registered or who is the holder of any of them or otherwise (including all the powers given to trustees by Sections 3 to 7 of the Trustee Act 2000)

6 Powers of the Security Trustee

6 1 At any time

- (a) whilst a Declared Default has occurred and is continuing, or
- (b) if requested by the Chargor,

(and without prejudice to any other right or remedy of the Security Trustee), the Security constituted by the Charge shall become enforceable and the Security Trustee may exercise without further notice and without any of the restrictions contained in section 103 of the LPA 1925, whether or not it shall have appointed a Receiver, all the powers and remedies conferred by section 101 of the LPA 1925 as varied or extended by the Charge

The restriction on the right of consolidating mortgage securities contained in section 93 of the LPA 1925 shall not apply to the Charge

In this Form 395

"Accession Letter" means each Lender Accession Letter and each Hedge Counterparty Accession Letter,

"Agent" means Morgan Stanley Mortgage Servicing Limited,

"Arranger" means Citigroup Global Markets Limited,

"Arrangement Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Company (or the Agent and the Company) setting out any of the fees referred to in paragraph (a) of Clause 11 2 (*Arrangement fees and upfront fees*) of the Facility Agreement,

"Charged Property" means the property, assets and income both present and future of the Chargor charged to the Security Trustee by or pursuant to this Charge and each and every part thereof,

"Commitment" means a Facility A Commitment or Facility B Commitment,

"Company" means Songbird Finance Limited, a company incorporated under the laws of England and Wales with registered number 6208721,

"CWG" means Canary Wharf Group plc, a company incorporated under the laws of England and Wales with registered number 4191122,

"Declared Default" means an Event of Default in respect of which a notice of acceleration has been served in accordance with paragraph (b) of Clause 24 17 (*Acceleration*) of the Facility Agreement,

"Debenture" means the debenture in agreed form entered or to be entered into by the Company in favour of the Security Trustee,

"Event of Default" means any event or circumstance specified as such in Clause 24 (*Events of Default*) of the Facility Agreement,

"Facility" means Facility A or Facility B,

"Facility A" means the term loan facility made available under the Facility Agreement as described in paragraph (a) of Clause 2 1 (*The Facilities*) of the Facility Agreement,

"Facility Agreement" means the facility agreement dated 17 May, 2007 between (1) the Chargor, (2) the Company, (3) the Lenders, (4) the Agent, (5) the Arranger and (6) the Security Trustee,

"Facility A Commitment" means

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Facility A Commitment" in Schedule 1 (*The Original Lender and Original Hedge Counterparty*) of the Facility Agreement and the amount of any other Facility A Commitment transferred to it under the Facility Agreement or committed pursuant to Clause 2 3 (*Purchase of Further CWG Shares*) of the Facility Agreement, and
- (b) in relation to any other Lender, the amount of any Facility A Commitment transferred to it under the Facility Agreement or committed pursuant to Clause 2 3 (*Purchase of Further CWG Shares*) of the Facility Agreement,

"Facility B" means the revolving loan facility made available under the Facility Agreement as described in paragraph (b) of Clause 2 1 (*The Facilities*) of the Facility Agreement,

"Facility B Commitment" means

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Facility B Commitment" in Schedule 1 (*The Original Lender and the Original Hedge Counterparty*) of the Facility Agreement and the amount of any other Facility B Commitment transferred to it under the Facility Agreement or committed pursuant to Clause 2 3 (*Purchase of Further CWG Shares*) of the Facility Agreement, and
- (b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under the Facility Agreement or committed pursuant to Clause 2 3 (*Purchase of Further CWG Shares*) of the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement,

"Finance Document" means the Facility Agreement, any Arrangement Fee Letter, any Upfront Fee Letter, the Syndication Side Letter, any Accession Letter, the Security Documents, the Hedging Agreements, the Hedging Strategy Letter, the Subordination and Repayment Agreements and any other document designated as such by the Agent and the Company,

"Finance Parties" means a Hedge Counterparty, the Agent, the Security Trustee, the Arranger and the Lenders,

"Further CWG Shares" means shares in the capital of CWG other than Initial CWG Shares,

"Hedge Counterparty" means each counterparty to the Company under any Hedging Agreement,

"Hedging Agreements" means each agreement at any time entered into or to be entered into between the Company and a Hedge Counterparty in accordance with, or as

contemplated by, the Hedging Strategy Letter and designated by the Company and the Agent in writing as a Hedging Agreement for the purposes of the Facility Agreement,

"Hedging Counterparty Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement,

"Hedging Strategy Letter" means the letter dated on or about the date of the Facility Agreement from the Company to the Agent setting out the principles of the hedging strategy to be implemented by the Company described on its face as the "Hedging Strategy Letter",

"IA86" means the Insolvency Act 1986,

"Initial CWG Shares" means all of the shares in the capital of CWG held by the Chargor and Songbird Acquisition Limited at the date of the Facility Agreement,

"KPMG Refinancing Steps Paper" means the steps paper entitled 'Songbird Refinancing – Reorganisation steps and cash flows on distribution of refinancing proceeds' dated on or about the date of the Facility Agreement prepared by KPMG LLP and provided to the Arranger on or before the date of the Facility Agreement,

"Lender" means

- (a) the Original Lender,
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 (*Changes to the Lenders*), and
- (c) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 2 3 (*Purchase of Further CWG Shares*),

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement,

"Lender Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement,

"LPA 1925" means the Law of Property Act 1925,

"Original Lenders" means the financial institution listed in Schedule 1 of the Facility Agreement as lenders,

"Party" means a party to the Facility Agreement,

"Receiver" means a receiver appointed pursuant to the provisions of the Charge or pursuant to any applicable law (including) a receiver and manager not (in either such case) being an "administrative receiver" as defined by section 251 of IA86,

"Secured Obligations" means the actual, contingent, present and/or future obligations and liabilities of the Company under or pursuant to any of the Finance Documents,

"Secured Parties" means all and each of the Finance Parties and Secured Party shall be construed accordingly,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Documents" means the Debenture and the Charge and any document designated as such by the Agent and the Company,

"Songbird Acquisition Limited" means Songbird Acquisition Limited, a company incorporated under the laws of England and Wales with registered number 5075686

"Songbird Finance Limited Receivable" means the amounts owing to the Chargor by the Company in respect of the transfer of the Initial CWG Shares,

"Subordination and Repayment Agreements" means

- (a) the agreement with Songbird Acquisition Limited as creditor and the Company as debtor, and
- (b) the agreement with Holdco as creditor and the Company as debtor,

each dated on or about the date of the Facility Agreement and each recording the subordination and repayment terms in relation to the inter-company loans specified in the KPMG Refinancing Steps Paper between such parties in relation to the Company's purchase of the Initial CWG Shares,

"Syndication Side Letter" means the letter dated on or about the date of the Facility Agreement from the Company to the Arranger setting out the syndication strategy in relation to the Facilities and described on its face as the "Syndication Side Letter", and

"Upfront Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the lenders making Commitments in accordance with Clause 2.3 (*Purchase of Further CWG Shares*) and the Company (or the Agent and the Company) setting out any of the fees referred to in paragraph (b) of Clause 11.2 (*Arrangement fees and upfront fees*) of the Facility Agreement

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05043352

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 21st MAY 2007 AND CREATED BY SONGBIRD ESTATES PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM SONGBIRD FINANCE LIMITED 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 25th MAY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MAY 2007.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES