

M

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

COMPANIES FORM No. 395

143238/13.

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.

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

105

01971312

Name of company

* CANARY WHARF LIMITED (the "Chargor")

Date of creation of the charge

28 April 2005

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

LEGAL MORTGAGE dated 28 April 2005 between, amongst others, the Chargor and the Agent (the "Legal Mortgage")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Finance Party by the Chargor or any other Obligor under any Finance Document as of 28 April 2005 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness").

Continued on Addendum 2/4

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

DEUTSCHE BANK AG, LONDON, Winchester House, 1 Great Winchester Street, London, as security trustee for itself and the other Finance Parties (the "Agent")

Postcode EC2N 2DB

Presentor's name address and
reference (if any):

Ashurst
Broadwalk House
5 Appold Street
London EC2A 2HA

JOJ/DEU03.00046/3671889

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. CHARGING CLAUSE

1.1 Fixed Charges

The Chargor, as security for the payment of the Indebtedness, has charged in favour of the Agent with full title guarantee the following assets, both as at 28 April 2005 and future, from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage its interest in the Property together with all buildings and fixtures (including trade fixtures) on that Property to the extent of its interest; and

Continued on Addendum 4/4

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

Admiral

Date

6 May 2005

On behalf of chargee[†]

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

Notes

[†] delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, 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

Company number

01971312

Name of company

* insert full name
of company

* CANARY WHARF LIMITED (the "Chargor")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Company number

01971312

Name of company

* insert full name
of company

* CANARY WHARF LIMITED (the "Chargor")

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

In this form:

"Assigned Agreements" means any Asset Management Agreement, all Occupational Leases (as both such terms are defined in the Facility Agreement) and the Head Leases (as such term is defined in the Legal Mortgage);

"Assigned Assets" means the Assigned Agreements, all Rental Income and the benefit of all building, professional and other contracts, deeds, licences, undertakings, agreements, consents, authorisations, rights, warranties, securities, covenants (including as to title), guarantees, bonds and indemnities in each case relating to the Property or other documents of any nature as at 28 April 2005 or at any time enjoyed or held by any Chargor and all Value Added Tax payable on the same (as such terms are defined in the Facility Agreement);

"Borrower" means Canary Wharf Funding (FC2/FC4) Limited (Company number 5389382);

"Charged Property" means the assets mortgaged, charged or assigned to the Agent by the Legal Mortgage;

"Event of Default" means any event specified in clause 18 (Default) of the Facility Agreement;

"Facility Agreement" means the facility agreement dated 14 March 2005 under which certain lenders have made available £369,375,000 of facilities to the Borrower;

"Finance Document" means:

- (a) the Facility Agreement;
- (b) each Duty of Care Agreement;
- (c) the Fees Letter;
- (d) the Margin Side Letter;
- (e) a Novation Certificate;
- (f) each Security Document;
- (g) the Subordination Deed; and/or
- (h) any other document designated as such by the Agent and the Borrower

(as all such terms are defined in the Facility Agreement);

"Finance Party" means the Joint Arrangers, the Servicer, a Lender or the Agent (as all such terms are defined in the Facility Agreement);

"Insurance Policy" means any policy of insurance or assurance in which an Obligor may at any time have an interest entered into in accordance with clause 17.20 (Insurances) of the Facility Agreement;

"Obligor" means the Borrower and each Guarantor (as both such terms are defined in the Facility Agreement);

"Property Assets" means the Property, the Insurance Policy, the Accounts, the Occupational Leases and the shares in each SPV Obligor (as all such terms are defined in the Facility Agreement);

"Property" means all freehold and leasehold property listed against the Chargor's name in schedule 1 of the Legal

M395 Continuation

Company number

01971312

Name of company

* insert full name
of company

* CANARY WHARF LIMITED (the "Chargor")

Mortgage;

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security; and

"Share Acquisition Agreements" means any agreement pursuant to which the Chargor acquired the shares in a Superior Lessor (as such term is defined in the Facility Agreement).

Company number

01971312

Name of company

* insert full name
of company

* CANARY WHARF LIMITED (the "Chargor")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* CANARY WHARF LIMITED (the "Chargor")

* insert full name
of company

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

(b) by way of first fixed charge:

(i) all other interests (not charged under clause 2.1(a) of the Legal Mortgage, as set out in clause 1.1(a) above) in the buildings and fixtures (including trade fixtures) on the Property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to the Property;

(ii) all plant, machinery, vehicles, computers, office and other equipment on the Property and the benefit of all contracts, licences and warranties relating to the Property;

(iii) the Insurance Policies in relation to the Property and Property Assets;

(iv) all rights under the Share Acquisition Agreements;

(v) its rights as at 28 April 2005 and thereafter to recover VAT on any supplies made to it relating to the Property and any sums so recovered; and

(vi) if not effectively assigned by clause 2.2 (Security Assignment) of the Legal Mortgage, as set out in clause 1.2 below, all its rights and interests in (and claims under) the Assigned Assets.

1.2 Security Assignment

(a) As further security for the payment of the Indebtedness, the Chargor with full title guarantee has assigned absolutely to the Agent all its rights, title and interest in the Assigned Assets, provided that on payment or discharge in full of the Indebtedness the Agent will at the request and cost of the Chargor re-assign the Assigned Agreements to the Chargor (or as it shall direct).

(b) Unless an Event of Default is outstanding, but subject to clause 6.3 (Assigned Agreements) of the Legal Mortgage, the Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

2. FURTHER ASSURANCE

2.1 General

(a) The Chargor will, at its own expense, promptly following request by the Agent, execute such deeds and other agreements and otherwise take whatever action the Agent may reasonably require:

(i) to protect or, following an Event of Default which is outstanding, perfect the security created (or intended to be created) by the Legal Mortgage;

(ii) following an Event of Default which is outstanding, to facilitate the realisation or enforcement of such security;

(iii) to facilitate the exercise of any of the Agent's rights, powers or discretions under the Legal Mortgage; and/or

(iv) to confer on the Agent security over any assets of the Chargor (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Legal Mortgage,

including, following an Event of Default which is outstanding, the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

(b) Any security document required to be executed by the Chargor under clause 4.1 of the Legal Mortgage, (as set out in

Name of company

* insert full name
of company

* CANARY WHARF LIMITED (the "Chargor")

clause 2.1 above,) will contain clauses corresponding to the provisions set out in the Legal Mortgage.

3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Chargor may not:

- (a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property;
- (b) sell, transfer, lease out, lend, factor, discount or otherwise dispose of all or any part of the Charged Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so;
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the Facility Agreement or with the prior consent of the Agent.

SCHEDULE 1

Details of Properties

Charging Company	Interest	Description	Title no
Canary Wharf Investments Limited	Freehold	Building FC4, Canary Wharf, London, E14	EGL343458
Canary Wharf Limited	Leasehold	Floors ground (part), one to six and part of Unit FC4:S:45 (and associated structure), Building FC4, Canary Wharf, London, E14	EGL343370
Canary Wharf Limited (on trust for Canary Wharf Investments Limited)	Leasehold	Floors ground (part) and one to six (and associated structure), Building FC4, Canary Wharf, London E14	EGL484209
Canary Wharf Limited	Leasehold	Floors seven to ten (and associated structure), Building FC4, Canary Wharf, London, E14	EGL353335
Canary Wharf Limited (on trust for Canary Wharf Investments Limited)	Leasehold	Floors seven to ten (and associated structure), Building FC4, Canary Wharf, London, E14	New interest - not yet registered
Canary Wharf Limited	Leasehold	Retail units, common parts and some structure, Building FC4, Canary Wharf, London E14	EGL343372

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01971312

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 28th APRIL 2005 AND CREATED BY CANARY WHARF LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER 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 9th MAY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th MAY 2005.

GRH
P.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —