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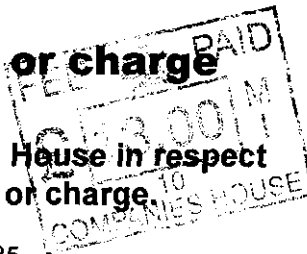
Please complete
legibly, preferably
in black type, or
bold block lettering

*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.



395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1815]

2127410

193043 273

Name of company

* Canary Wharf Investments Limited (the **Company**)

Date of creation of the charge

14 March 2006

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

Charge of Shares dated 14 March 2006 between (among others) the Company
and the Security Agent (as defined below) (the **Charge of Shares**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other capacity
whatsoever) of each Obligor to any Finance Party under each Finance
Document, except for any obligation which, if it were so included, would
result in the Charge of Shares contravening Section 151 of the Companies
Act 1985 (the **Secured Liabilities**).

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

Lloyds TSB Bank Plc (the **Security Agent**) of 25 Gresham Street, London as
agent and trustee for and on behalf of the Finance Parties (as defined
below)

Postcode EC2V 7HN

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

Allen & Overy LLP
Level 32
40 Bank Street
London
E14 5NR

LACP/AAOM/BK:4112149

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

386
30/03/2006

Time critical reference

Short particulars of all the property mortgaged or charged

See Continuation Sheets

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

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

Signed

Allen + Overly LLP

Date **3^o** March 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Charge of Shares:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Company;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities;
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (v) is subject to the promise of redemption (and, if applicable, reassignment) as set out in Clause 18 (Release)
- (b) The Security Agent holds the benefit of the Charge of Shares on trust for itself and the other Finance Parties.

1.2 Security

The Company charges:

- (a) by way of a first ranking equitable mortgage all the Shares owned by it or held by any nominee on its behalf; and
- (b) by way of a first ranking equitable mortgage all Related Rights.

2. RESTRICTIONS ON DEALINGS

The Company may not:

- (a) create or allow to subsist any Security Interest (other than the Charge of Shares) on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset.

In this Companies Form 395:

Act means the Law of Property Act 1925.

Account means a General Account, the Deposit Account, a Rent Collection Account, the Group Property Income Account or an Additional Chargor Account.

Account Bank means Lloyds TSB Bank plc and any other bank or financial institution, acceptable to the Facility Agent (acting reasonably), appointed as such by the Borrower or any Chargor.

Account Bank Undertaking means an undertaking (in the form set out in Schedule 7 of the Credit Agreement (Form of Account Bank Undertaking) with such amendments as the Security Agent may

approve) given by the Account Bank in favour of the Security Agent in respect of its obligations to the Finance Parties in relation to any Relevant Account.

Additional Chargor means an Additional Security Provider or Master Investment Vehicle which has acceded to the Credit Agreement as an Additional Chargor pursuant to Clause 29.2 of the Credit Agreement (Additional Chargors).

Additional Chargor Account means an account designated as such under the terms of the Credit Agreement.

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) 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.

Arranger means Lloyds TSB Bank plc.

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

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

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 of the Credit Agreement (Form of Accession Documents), 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 of the Credit Agreement (Original Parties and Properties) 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.

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 of the Credit Agreement (Forms of Accession Documents), with such amendments as the Facility Agent may approve or reasonably require.

Credit Agreement means the £300,000,000 credit agreement dated 7 March 2006 between (amongst others) the Borrower and Lloyds TSB Bank plc.

CW Group means CWGP and its Subsidiaries.

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

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

Deposit Account means the account designated as such under the terms of the Credit Agreement.

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 Manager means CWML.

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

Facility Agent means Lloyds TSB Bank plc.

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

Finance Document means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) any Hedging Arrangement;
- (d) the Subordination Agreement;
- (e) a Duty of Care Agreement;
- (f) a Fee Letter;
- (g) a Transfer Certificate;
- (h) a Counterparty Accession Agreement;
- (i) a Chargor Accession Agreement;
- (j) a Tax Indemnity;
- (k) an Account Bank Undertaking;
- (l) an Irrevocable Direction;
- (m) each Irrevocable Power of Attorney Delegation (if any); or
- (n) 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.

General Account means an account designated as such under the terms of the Credit Agreement or (in respect of an Obligor that is a Trustee) a Revenue Account.

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 the rent in respect of a Property to which a Chargor (other than any Trustee) is beneficially entitled pursuant to an Intra-Group Lease.

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

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 Part 1 of Schedule 2 of the Credit Agreement (Conditions Precedent Documents).

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 the date of the Credit Agreement.

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.

Majority Lenders means, at any time, Lenders:

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

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 the date falling on the fifth anniversary of the date of the Credit Agreement.

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.

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

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

Original Lender means Lloyds TSB Bank plc;

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

Party means a party to the Charge of Shares.

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

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

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Charge of Shares.

Related Rights means:

- (a) any dividend or interest paid or payable in relation to any Shares; and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

Relevant Account means the Accounts other than a General Account.

Rent Collection Account means the account designated as such under the terms of the Credit Agreement.

Revenue Account means an account designated as such under the terms of a Trust Instrument.

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

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

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

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

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

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

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document, except for any obligation which, if it were so included, would result in the Charge of Shares contravening Section 151 of the Companies Act 1985.

Security means any Security Interest created under the Security Documents.

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

Security Assets means all assets of the Company, the subject of any security created by the Charge of Shares.

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

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.

Security Period means the period beginning on the date of the Charge of Shares and (subject to the terms of the Credit Agreement) ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Shareholder means each shareholder of any Obligor.

Shares means:

- (a) in relation to Canary Wharf Investments Limited, all of its shares in the issued capital of:

- (i) Canada Place Limited (registered no. 3666325);
- (ii) Canary Wharf Funding (One) Limited (registered no. 3806493);
- (iii) Heron Quays Investments (RT3) Limited (registered no. 5438064); and
- (iv) Cabot Place Holdings Limited (registered no. 3302749);
- (b) in relation to Canary Wharf Investment Holdings (DS8) Limited, all of its shares in the issued capital of Canary Wharf Investments (DS8) Limited (registered no. 4525147);
- (c) in relation to Canary Wharf (DS8) Limited, all of its shares in the issued capital of:
 - (i) Canary Wharf (DS8) TI Limited (registered no. 4525182); and
 - (ii) Canary Wharf (DS8) T2 Limited (registered no. 4525173);
- (d) in relation to Heron Quays (RT3) Limited, all of its shares in the issued capital of:
 - (i) Heron Quays (RT3) TI Limited (registered no. 4525109); and
 - (ii) Heron Quays (RT3) T2 Limited (registered no. 4525130); and
- (e) in relation to CWCB Holdings Limited, all of its shares in the issued capital of:
 - (i) CWCB Properties (DS8) Limited (registered no. 4525110);
 - (ii) CWCB Investments (DS8) Limited (registered no. 4525138);
 - (iii) HQCB Properties (RT3) Limited (registered no. 4525113);
 - (iv) CWCB Leasing (RT2) Limited (registered no. 3605344); and
 - (v) CWCB Investments (RT2) Limited (registered no. 3452901).

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 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

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 in favour of the Security Agent.

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

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 of the Credit Agreement (Forms of Accession Documents), 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) 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 the date on which the Facility is utilised.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02127410

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OF SHARES DATED THE 14th MARCH 2006 AND CREATED BY CANARY WHARF INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF EACH OBLIGOR TO ANY FINANCE PARTY 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 30th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th APRIL 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P. Ram