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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

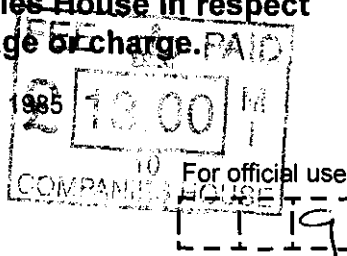
Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

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)



Company number

193043/273

3605344

Name of company

* CWCB Leasing (RT2) 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)

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

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 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: 4138166

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



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

Signed

Allen + Overly LLP

Date *30* March 2006

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

*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

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Charge:
 - (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 the release provisions of the Charge.
- (b) The Security Agent holds the benefit of the Charge on trust for itself and the other Finance Parties.

1.2 Property

- (a) Subject to Subclause 1.11 (Excluded Assets) below, the Company charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 5 (Real Property) of the Charge; and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (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 Company in respect of that property or any moneys paid or payable in respect of those covenants.

1.3 Securities

- (a) The Company charges by way of a first ranking equitable mortgage its interest in all Shares (including, but not limited to, the Relevant Shares), stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:

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

1.4 Plant and machinery

The Company charges by way of a first fixed charge all plant and machinery owned by the Company and its interest in any plant or machinery in its possession.

1.5 Credit balances

The Company charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Credit Agreement or the Charge) it has with any person and the debt represented by it.

1.6 Book debts etc.

The Company charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

1.7 Insurances

The Company charges by way of a first fixed charge all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

1.8 Hedging

The Company assigns by way of security absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any interest rate hedging arrangements.

1.9 Other contracts

Subject to Subclause 1.11 (Excluded Assets) below, the Company assigns by way of security absolutely, subject to a proviso for re-assignment on redemption, all of its rights in relation to:

- (a) each Lease Document;
- (b) all Rental Income;
- (c) any guarantee of Rental Income contained in or relating to any Lease Document;
- (d) each appointment of a Managing Agent; and
- (e) any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause.

1.10 Miscellaneous

The Company charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

1.11 Excluded Assets

The fixed charge from time to time constituted by the Charge does not extend to the interest of the Company in the Excluded Car Park Interests.

1.12 Floating charge

- (a) The Company charges by way of a *first floating charge* all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the paragraphs above.
- (b) Except as provided below, the Security Agent may by notice to the Company convert the floating charge created by this Subclause into a fixed charge as regards any of the Company's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Security Agent, acting reasonably, considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) This floating charge may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000.
- (d) This floating charge will automatically convert into a fixed charge over all of the Company's assets if an administrator is appointed in respect of the Company or the Security Agent receives notice of an intention to appoint an administrator in respect of the Company.
- (e) This floating charge is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2. RESTRICTIONS ON DEALINGS

2.1 Security

Except as expressly allowed in the Credit Agreement, the Company may not create or permit to subsist any Security Interest on any Security Asset (except pursuant to the Security).

2.2 Disposals

Except as expressly allowed in the Credit Agreement, the Company may not sell, transfer, licence, lease or otherwise dispose of any Security Asset.

In this Form 395:

Account Bank Undertaking has the meaning given to it in Subclause 16.8 (Eligible Investments) of the Credit Agreement.

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 (Additional Chargors) 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) (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.

Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property.

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)

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.

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) under the heading "Commitments" in the Credit Agreement 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 (Forms of Accession Documents) of the Credit Agreement, 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.

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

CW Group means CWGP and its Subsidiaries.

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 Manager means CWML.

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

Excluded Car Park Interest means any car parking area in which a Chargor has an interest (whether leasehold or freehold) apart from the area of car park which is included in the Intra-Group Lease as set out in the Property Interest Structure Chart in respect of the Property known as RT1 delivered to the Facility Agent pursuant to Part 1 of Schedule 2 (Conditions Precedent Documents) 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;
- (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.

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

Lease Document means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Facility Agent and the Borrower.

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.

Managing Agent means the Estate Manager, any Asset Manager or any other managing agent appointed by an Obligor in respect of a Property in accordance with the terms of Clause 20.3 (Managing Agents) of the Credit Agreement.

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 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 (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, 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.

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 and the Company.

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.

Property means 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.

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.

Relevant Shares means, in relation to Cabot Place Holdings Limited, all of its shares in the issued share capital in Cabot Place Limited (registered no. 2548110) and Cabot Place (RT2) Limited (registered no. 3719122).

Rental Income means the aggregate of all amounts paid or payable to or for the benefit or account of Obligors in connection with the letting of any part of any Property, including (without duplication or limiting the generality of the foregoing) each of the following amounts: rent, licence fees and equivalent amounts paid or payable whether it is variable or not and however or whenever it is described, reserved or made payable:

- (a) any increase of rent payable by virtue of an offer falling within the proviso to section 3(1) of the Landlord and Tenant Act 1927;
- (b) any rent payable by virtue of a determination made by a court under section 24(A) of the Landlord and Tenant Act 1954 net of the costs of the court proceedings;
- (c) any sum received or receivable from any deposit held as security for performance of a tenant's obligations, to the extent the same is applied in or towards meeting rental obligations;
- (d) a sum equal to any apportionment of rent allowed in favour of any Chargor;
- (e) any other monies paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise;
- (f) any mesne profits awarded or agreed to be payable as a result of any proceedings taken, or claim made for the same, net of the costs of those proceedings;
- (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same, net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the relevant Obligor from any party) in furtherance of such proceedings so taken or claim so made;
- (h) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (i) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document or occupancy agreement;
- (j) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document;

- (k) any Tenant Contributions; and
- (l) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by any Chargor).

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.

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.

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.

Shares means any Relevant Shares or other shares the subject of the security created by the Charge.

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.

Tenant Contributions means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property:

- (a) by way of contribution to:
 - (i) insurance premia;
 - (ii) the cost of an insurance valuation;
 - (iii) a service charge in respect of an Obligor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
 - (iv) a sinking fund; or
- (b) which represents value added tax or similar taxes including, without limitation, any part of any of the items listed in paragraphs (a) to (l) of the definition of "Rental Income" which represents VAT.

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.

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.

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.

Unit has the meaning given in each Trust Instrument.

Unitholders means the Original Unitholders and any Master Investment Vehicle.

Unit Distributions means distributions made to Unitholders pursuant to the terms of a Trust Instrument.

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. 03605344

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 14th MARCH 2006 AND CREATED BY CWC B LEASING (RT2) 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.

P. Ram



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES