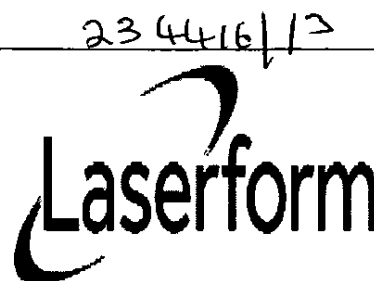


MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
charge. If the form is delivered outside of the 21 days it will be rejected unless it is
delivered with a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this
form. It must be scanned and placed on the public record. **Do not send the original.**

THURSDAY



LD2 *L3HNB15T* 02/10/2014 #39
COMPANIES HOUSE

1 Company details

Company number 4 5 2 5 1 4 7
Company name in full Canary Wharf Investments (DS8) Limited

9 For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 1 1 0 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds Bank plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Allen E Overly LLP

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name Jessica Goodwin

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 02030883430



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4525147

Charge code: 0452 5147 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2014 and created by CANARY WHARF INVESTMENTS (DS8) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2014.

P

Given at Companies House, Cardiff on 7th October 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Execution Copy

Dated 1 October 2014

CANARY WHARF INVESTMENTS (DS8) LIMITED

as Grantor

and

LLOYDS BANK PLC

as Security Agent

UNIT SECURITY AGREEMENT

relating to units in Canada Place (Retail) Unit Trust

Security Interests (Jersey) Law 2012

Allen & Overy LLP
2/10/14

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT



BLAW-31139389-2

CONTENTS

1	Definitions and interpretation	1
2	Covenant to pay	4
3	Creation and perfection of security interest	4
4	Registration of security interest.....	5
5	Release of security interest	5
6	Representations and warranties	6
7	Covenants	7
8	Authority.....	9
9	Dividends	10
10	Events of Default.....	10
11	Enforcement by the Security Agent.....	11
12	Further assurance and power of attorney	13
13	Security continuing and independent.....	13
14	Remedies and waiver.....	14
15	Expenses and indemnity	15
16	Set-off	15
17	Suspense account.....	15
18	Illegality	15
19	Certificate of Security Agent.....	15
20	Amalgamation and consolidation	16
21	Conversion of currency	16
22	Amendment and waiver.....	16
23	Assignment.....	16
24	Liability of Grantor	16
25	Notices.....	16
26	Counterparts	17
27	Governing law and jurisdiction.....	17
	Schedule 1	18
	Schedule 2	19
	Schedule 3	24

This agreement is made on 1 October 2014

BETWEEN:

- 1 **Canary Wharf Investments (DS8) Limited**, a company incorporated under the laws of England and having its registered office at 30th Floor, One Canada Square, Canary Wharf, London, E14 5AB (the **Grantor**); and
- 2 **Lloyds Bank plc** as agent and trustee for the Secured Parties (as defined in the Credit Agreement) (the **Security Agent**)

RECITALS:

- A The Grantor and the Security Agent have entered into the Credit Agreement.
- B It is a condition of the Credit Agreement that the Grantor enters into this agreement for the purposes of creating a security interest under the Law over, amongst other things, the entire unitholding of the Grantor in the Unit Trust

It is agreed as follows:

1 Definitions and Interpretation

- 1.1 In this agreement, words and expressions shall, except where the context otherwise requires, have the meanings given to them in the Credit Agreement.
- 1.2 In this agreement, the following words and expressions shall, except where the context otherwise requires, have the following meanings:

Additional Securities means any units in the Unit Trust issued to, transferred to or otherwise acquired by the Grantor, after the date hereof (including, without limitation, the Related Rights)

Collateral means the Securities and the Proceeds

Credit Agreement means the £600,000,000 credit agreement dated on or about 10 September 2014 between (i) Canary Wharf Retail Funding Limited as borrower, (ii) the companies listed in Section B of Part 1 of Schedule 1 as original chargor companies, (iii) Barclays Bank plc, HSBC Bank plc, Lloyds Bank plc and Wells Fargo Bank, N A International as arrangers, (iv) the financial institutions listed in Section A Part 1 of Schedule 1 as original lenders, (v) Lloyds Bank plc as facility agent and (vi) the Security Agent.

Encumbrance means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, security interest, trust arrangement or any other agreement or arrangement which has the effect of creating security

Events of Default means any of the events or circumstances specified in clause 10

Finance Documents shall have the meaning given to it in the Credit Agreement.

Law means the Security Interests (Jersey) Law 2012.

Obligors shall have the meaning given to it in the Credit Agreement.

Order means the Security Interests (Registration and Miscellaneous Provisions) (Jersey) Order 2013

Original Securities means the units specified in Schedule 1 (including, without limitation, the Related Rights)

Proceeds means any proceeds (as defined in the Law) derived directly or indirectly from a dealing with the Securities or from a dealing with the proceeds of the Securities.

Related Rights means all rights of the Grantor relating to the Securities including, without limitation, any rights to receive additional securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, distribution, income or otherwise)

Reservations shall have the meaning given to it in the Credit Agreement

Secured Obligations means all present and future obligations and liabilities (whether, actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of the Obligors to the Secured Parties under each Finance Document

Secured Parties shall have the meaning given to it in the Credit Agreement.

Securities means the Original Securities and any Additional Securities

Security Period means the period commencing on the date hereof and (subject to the terms of the Credit Agreement) ending on the date upon which all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

Trustees means Canada Place (Retail) Trustee No. 1 Limited and Canada Place (Retail) Trustee No. 2 Limited acting in their capacity as joint trustees of the Unit Trust and their respective successors

Trust Instrument means the instrument of trust executed by the Trustees on 9 March 2006 constituting the Unit Trust as amended by a supplemental trust instrument dated 28 August 2014.

Unit Trust means Canada Place (Retail) Unit Trust, a unit trust established under the laws of Jersey as constituted by the Trust Instrument.

13 If the Security Agent, acting reasonably, considers that an amount paid to any Secured Party is capable of being avoided or otherwise set aside on the insolvency or bankruptcy of the Grantor or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this agreement

14 In the interpretation of this agreement, the following provisions apply save where the context requires otherwise:

- (a) for the purposes of the Law, the Security Agent shall be the **secured party**, the Grantor shall be the **grantor**, the Collateral (including, without limitation, any after-acquired property) shall be the **collateral**, the Events of Default shall be the **events of default** and this agreement shall be the **security agreement**,
- (b) **control** and **proceeds** shall have the meanings given to them in the Law;
- (c) **prescribed unit trust** shall have the meaning given to it in Article 2(2) of the Order,
- (d) references to **constitutional documents** of an entity shall include, without limitation, the certificate(s) of incorporation or establishment, the memorandum and articles of association and, where the entity is the trustee of a trust, the trust instrument constituting the relevant trust;
- (e) where references are made to the Security Agent holding title to or having possession or control of the Collateral or any part thereof, such references shall include any person holding title to or having possession or control of the Collateral or any part thereof for or on behalf of the Security Agent, whether as trustee or in some other capacity;
- (f) references to the Security Agent include its successors, assignees and transferees. References to the Grantor include its successors, permitted assignees and permitted transferees, if any;
- (g) words and expressions not otherwise defined in this agreement shall be construed in accordance with the Law;
- (h) except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting a gender include every gender and references to persons include bodies corporate and unincorporate;
- (i) references to recitals, clauses and Schedules are, unless the context otherwise requires, references to recitals and clauses hereof and Schedules hereto and references to sub-clauses are, unless otherwise stated, references to the sub-clause of the clause in which the reference appears,
- (j) the recitals and the Schedules form part of this agreement and shall have the same force and effect as if they were expressly set out in the body of this agreement and any reference to this agreement shall include the recitals and the Schedules,
- (k) any reference to this agreement or to any agreement or document referred to in this agreement (including, without limitation, the Trust Instrument) shall be construed as a reference to such agreement or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time;
- (l) any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory

provision as the same may have been or may be amended, modified, extended, consolidated, re-enacted or replaced from time to time; and

- (m) clause headings and the index are inserted for convenience only and shall not affect the construction of this agreement

2 Covenant to pay

The Grantor hereby covenants with the Security Agent on demand to pay, perform and/or discharge the Secured Obligations in the manner and at the time provided for in the Finance Documents.

3 Creation and perfection of security interest

- 3.1 As a continuing security for the payment, performance and discharge of the Secured Obligations, so that the Security Agent shall have a first priority security interest in the Collateral pursuant to the Law, the Grantor hereby grants a security interest in the Collateral to the Security Agent and agrees that the Security Agent shall have control (as defined in the Law) of the Securities

- 3.2 The Grantor hereby undertakes to the Security Agent that:

- (a) contemporaneously with the execution of this agreement, it shall deliver to the Security Agent, or to its order, certificates of title in respect of the Original Securities, together with an undated and signed duly completed instrument of transfer in a form acceptable to the Security Agent (which may only be dated following the occurrence of an Event of Default which is outstanding) (or, in each case, procure such delivery),
- (b) contemporaneously with the execution of this agreement, it shall execute and deliver to each of the Trustees, a notice materially in the form set out in Schedule 2 and shall procure that each of the Trustees executes and delivers to the Security Agent an acknowledgement materially in the form set out in Schedule 2 together with a certified copy of the register of unitholders of the Unit Trust noting the Security Agent's security interest created pursuant to this agreement; and
- (c) promptly upon written request from the Security Agent following the occurrence of an Event of Default which is outstanding
 - (i) it shall assign, transfer and/or otherwise make over to the Security Agent title to the Securities; and
 - (ii) it shall execute and deliver to each of the Trustees a notice materially in the form set out in Schedule 3 in respect of the Securities and shall procure that each of the Trustees executes and delivers to the Security Agent an acknowledgement materially in the form set out in Schedule 3.

- 3.3 The Grantor covenants and undertakes to the Security Agent, so that the same shall be continuing covenants and undertakings throughout the Security Period, that if Additional

Securities are issued to, transferred to or otherwise acquired by the Grantor, it shall promptly upon acquiring such Additional Securities

- (a) deliver to the Security Agent, or to its order, certificates of title in respect of such Additional Securities, together with an undated and signed duly completed instrument of transfer in a form acceptable to the Security Agent (which may only be dated following the occurrence of an Event of Default which is outstanding) (or, in each case, procure such delivery); and
- (b) execute and deliver to each of the Trustees a notice materially in the form set out in Schedule 2 in respect of such Additional Securities and shall procure that each of the Trustees executes and delivers to the Security Agent an acknowledgement materially in the form set out in Schedule 2.

3.4 The Grantor acknowledges that value has been given in respect of this agreement

4 Registration of security interest

4.1 The Security Agent may in its sole discretion (but shall not be obliged to) at any time

- (a) register the security interest created by this agreement under the Law by registration of a financing statement for any period determined by the Security Agent, and
- (b) register a financing change statement under the Law in respect of any change to the details in the financing statement (including, without limitation, any amendment, renewal or discharge of the financing statement) for any period determined by the Security Agent.

4.2 The Grantor shall, promptly following written request from the Security Agent, deliver to the Security Agent such information and/or certified copy documents as the Security Agent may reasonably require for the purposes of the registration contemplated by this clause including, without limitation, a certified copy of the constitutional documents of the Grantor

4.3 The Grantor hereby consents to the registration contemplated by this clause and waives its right to receive a copy of any verification statement in respect of such registration.

4.4 The Grantor confirms that it is not the trustee(s) of a trust (other than a prescribed unit trust) granting a security interest over trust property under this agreement.

5 Release of security interest

Upon the expiry of the Security Period, the Security Agent shall, at the request and expense of the Grantor:

- (a) return to the Grantor the certificates of title to the Securities, together with such undated and signed duly completed instruments of transfer as are in its possession at such time, and/or assign, transfer or otherwise make over to the

Grantor any title to the Securities held by the Security Agent, without recourse or warranty;

- (b) enter into a security release agreement with the Grantor (in such form as the Security Agent shall determine) providing for the security interest created by this agreement to be extinguished, and
- (c) register a financing change statement for the discharge of any financing statement registered in respect of the security interest created by this agreement

6 Representations and warranties

6.1 The Grantor hereby represents and warrants to the Security Agent that

- (a) the Grantor is a body corporate duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and all corporate and other action required to authorise the execution and delivery of this agreement and the creation, attachment and perfection of the security intended to be created pursuant to clause 3 has been duly taken,
- (b) this agreement constitutes the legal, valid and binding obligations of the Grantor, enforceable (subject to the Reservations) against the Grantor in accordance with its terms;
- (c) the entry into this agreement by the Grantor and the performance by it of its obligations thereunder will not conflict with.
 - (i) any law or regulation applicable to it,
 - (ii) its constitutional documents; or
 - (iii) any agreement or instrument binding upon it or any of its assets;
- (d) no governmental or other consents, authorisations or permissions are necessary for the Grantor
 - (i) to enter into this agreement and perform its obligations hereunder; and
 - (ii) to enable it to create the security interests pursuant to this agreement and to ensure that such security interests have the priority and ranking that they are expressed to have;
- (e) the Grantor is able to pay its debts as they fall due and will not become unable to do so as a consequence of entering into this agreement,
- (f) the Grantor is not insolvent or bankrupt under the laws of any jurisdiction (including, without limitation, **bankrupt** as defined in the Interpretation (Jersey) Law 1954) and has not, in any jurisdiction, commenced or, as far as it is aware, had commenced against it any proceedings or other actions for or indicative of insolvency or bankruptcy,

- (g) this agreement, in accordance with and subject to its terms, creates a first priority security interest in the Collateral under the Law in favour of the Security Agent, which has attached and is perfected under the Law;
- (h) the Grantor is the sole legal and beneficial owner of and has good title to and rights in the Collateral subject only to the rights granted in favour of the Security Agent by this agreement and the terms of the Trust Instrument,
- (i) the Securities have been validly issued, are fully paid and constitute all of the units in the Unit Trust held by the Grantor and the certificates of title representing them as delivered to the Security Agent pursuant to this agreement are the only certificates of title in respect thereof,
- (j) the Collateral is not subject to any options, warrants, pre-emption or similar rights and free from all Encumbrances, registrations of any security interests over the Collateral under the Law and rights of set-off other than those created under this agreement in favour of the Security Agent,
- (k) the Grantor has not granted any power of attorney in respect of the exercise of any rights or powers in connection with the Securities, other than to the Security Agent, and
- (l) the Trust Instrument does not permit the Trustees from time to time to refuse to register a transfer of title to the Securities for the purposes of creating or enforcing the security created hereunder.

6.2 The representations and warranties in clause 6.1 are given on the date hereof and repeated on the day of each Request, on each Utilisation Date and on the first day of each Interest Period (as each of such terms are defined in the Credit Agreement).

7 Covenants

7.1 The Grantor covenants and undertakes to the Security Agent that.

- (a) it shall promptly pay all payments to be made or becoming due (but in any event on or before their due date) and promptly discharge any lien which may arise in respect of the Collateral,
- (b) it shall supply to the Security Agent:
 - (i) all documents despatched by it to its creditors generally (in their capacity as creditors) at the same time as they are despatched,
 - (ii) promptly upon receiving them in its capacity as unitholder, copies of any documents received from a Trustee,
 - (iii) promptly upon becoming aware of them, details of any litigation, arbitration or administrative proceedings which are current, threatened or pending, and which might reasonably be expected to be adversely determined and, if adversely determined, are likely to have a material

adverse effect on the Obligors' (taken as a whole) financial condition or on the Obligors' ability to perform their obligations under the Finance Documents, and

- (iv) promptly, such further information in its possession or control regarding its financial condition and operations, or the financial condition and operations of any Trustee, as any Finance Party may reasonably request,

in sufficient copies for all the Lenders, if the Security Agent so requests;

- (c) it shall not, save with the prior written consent of the Security Agent
 - (i) in any way, except as set out in this agreement, sell or otherwise dispose of, create or permit to subsist any Encumbrance over or advise the Trustees to sell or otherwise dispose of or create any Encumbrance over the Collateral or any part thereof or agree to any extent to sell, dispose of or encumber the Collateral or any part thereof;
 - (ii) create or permit to subsist any registration of a security interest in respect of the Collateral under the Law (other than registration of the security interest created by this agreement in favour of the Security Agent), or
 - (iii) terminate or amend or agree or permit any termination or amendment of the Trust Instrument or enter into any agreement or arrangement inconsistent with the Trust Instrument,
- (d) it shall notify the Security Agent of any registration of a security interest in respect of the Collateral under the Law (other than registration of the security interest created by this agreement in favour of the Security Agent) or other interest of a third party in the Collateral promptly upon becoming aware of its occurrence,
- (e) not to take or permit the taking of any action whereby the rights attaching to any of the Collateral are amended in any material respects,
- (f) the Grantor shall at all times comply with all its material obligations as a legal and beneficial holder of Units in the Unit Trust contained in the Trust Instrument,
- (g) that the Grantor shall remain liable before and after the occurrence of an Event of Default while it remains the legal or beneficial owner of the Collateral to observe and perform all of the other conditions and obligations arising in respect of the Collateral; and the Security Agent shall not otherwise be required to be bound by, assume, perform or fulfil any obligation in respect of the Collateral except as expressly required by this agreement or the Law,
- (h) the Grantor shall not commence any steps for the termination of the Unit Trust or itself nor make any application or petition for a winding-up order or a declaration of désastre or other bankruptcy or insolvency procedure or process of or relating to itself, the Unit Trust or any of the Unit Trust's or its own assets;

- (i) the Grantor shall not create or enter into, or enforce or take the benefit of (or attempt to enforce or take the benefit of) any contractual rights or obligations of set-off or netting with respect to the Collateral,
- (j) the Grantor shall, to the extent it is in the power of the Grantor, procure that the Trustees shall not sell, create any Encumbrance over, withdraw, disburse, pay, assign, or otherwise dispose of or deal with any of the Unit Trust's assets and property without the prior written consent of the Security Agent (and such consent is not to be unreasonably withheld or delayed where such Encumbrance is granted in accordance with an Extraordinary Resolution (as defined in the Trust Instrument),
- (k) the Grantor shall, to the extent it is in the power of the Grantor, procure that no further units in the Unit Trust shall be issued to any person save with the prior written consent of the Security Agent;
- (l) the Grantor shall not take any steps which shall give rise for the benefit of any person, other than the Security Agent, to any right over the Collateral or any part thereof, and
- (m) not to agree to any holder of the Units in the Unit Trust doing any of the acts or things specified in sub-paragraphs (a) to (m) above.

7.2 The covenants and undertakings given in clause 7.1 are continuing covenants and undertakings throughout the Security Period

8 Authority

8.1 Notwithstanding the provisions of clause 3, until the occurrence of an Event of Default which is outstanding, the Grantor (or its agent) is hereby authorised by the Security Agent to exercise any voting rights in respect of the Securities in accordance with the terms of the Trust Instrument and, where title to the Securities has been assigned, transferred or otherwise made over to the Security Agent, the Security Agent shall, at the request, cost and expense of the Grantor, execute such forms of proxy as are reasonably required to allow the Grantor to exercise such rights) provided that the Grantor shall not, save with the prior written consent of the Security Agent or as expressly permitted under the Finance Documents, take or permit any action pursuant to such authorisation:

- (a) that does not comply with the Grantor's memorandum and articles of association, the Trust Instrument and the Finance Documents,
- (b) to amend the Trust Instrument or sanction the removal of the Trustees or any borrowing of the Trustees;
- (c) will, or could reasonably be foreseen to, have a material adverse effect on the value of the Collateral, or
- (d) that jeopardises, impairs or prejudices the rights or interests of the Security Agent or any security created hereunder

8.2 At any time following the occurrence of an Event of Default which is outstanding:

- (a) the Security Agent shall be entitled to exercise any voting rights, give instructions and exercise any other rights in respect of the Collateral (or direct the Grantor to do so),
- (b) the Grantor shall not be authorised to, and shall not, give instructions or exercise any rights in respect of the Collateral; and
- (c) where the assignment, transfer or making over of title to the Securities has not been effected pursuant to clause 3.2(c), the Grantor shall forthwith exercise all voting or other rights in respect thereof in such manner as the Security Agent shall direct from time to time and, in the absence of such directions, only with the object of enhancing or preserving the Collateral and its value

8.3 The Security Agent may, in such manner as it shall determine, exercise, or cause to be exercised, or refrain from exercising, any voting or other rights which it may have pursuant to this clause 8 and it shall not be liable for any such exercise or failure to exercise such rights.

8.4 For the purposes of Article 24 of the Law, except as expressly provided in this agreement, the Security Agent does not authorise the Grantor or any other person to deal with the Securities and any such dealing is prohibited

9 Dividends

9.1 Prior to the occurrence of an Event of Default which is outstanding, all dividends or other income or distributions arising in respect of the Collateral (in this clause, **dividends**) shall be paid, held and transferred by Grantor in accordance with clause 17 of the Credit Agreement

9.2 Following the occurrence of an Event of Default which is outstanding

- (a) all dividends shall be receivable by the Security Agent, which may (but shall not be obliged to) apply the same against the Secured Obligations, and
- (b) the Grantor shall, to the extent that dividends are received by it, account to the Security Agent for such dividends and, pending delivery, shall hold such dividends on trust for the Security Agent

9.3 The provisions of clause 9.2 are without prejudice to the right of the Security Agent to credit monies received, recovered or realised to a separate suspense account pursuant to clause 17.

10 Events of Default

There shall be an **Event of Default** if an **Event of Default** as defined in the Credit Agreement occurs, as if each such **Event of Default** were set out in full herein

11 Enforcement by the Security Agent

11 1 The power of enforcement in respect of the security interest created by this agreement shall become exercisable when

- (a) an Event of Default has occurred and is outstanding; and
- (b) the Security Agent has served on the Grantor written notice specifying the Event of Default

11 2 The Security Agent may exercise the power of enforcement in respect of the security interest created by this agreement by doing any one or more of the following (to the extent that they are not in conflict) in relation to the Collateral:

- (a) appropriating the Collateral,
- (b) selling the Collateral,
- (c) taking any of the following ancillary actions:
 - (i) taking control or possession of the Collateral,
 - (ii) exercising any rights of the Grantor in relation to the Collateral,
 - (iii) instructing any person who has an obligation in relation to the Collateral to carry out the obligation for the benefit of the Security Agent;
- (d) applying any other remedy that this agreement provides for as a remedy that is exercisable pursuant to the power of enforcement, to the extent that such remedy is not in conflict with the Law

11 3 Subject to Part 7 of the Law:

- (a) the power of enforcement may be exercised as determined by the Security Agent in its absolute discretion,
- (b) the power of enforcement may be exercised by the Security Agent in respect of all or any part of the Collateral, and
- (c) the exercise or non-exercise of the power of enforcement by the Security Agent shall not constitute a waiver of any rights or remedies, and all rights and remedies of the Security Agent are reserved and may be exercised without notice

11 4 Subject to Article 44(3) and (4) of the Law, not less than 14 days before appropriating or selling the Collateral, the Security Agent shall give written notice to the following persons (if any)

- (a) any person who, 21 days before the appropriation or sale, has a registered security interest in the Collateral, and

- (b) any person other than the Grantor who has an interest in the Collateral and has, not less than 21 days before the appropriation or sale, given the Security Agent notice of that interest,

and where no person is entitled to receive such notice, the Security Agent may appropriate or sell the Collateral immediately.

11.5 The Grantor acknowledges and agrees that no notice of appropriation or sale of the Collateral needs to be given by the Security Agent to the Grantor under Article 44 of the Law

11.6 The Security Agent shall, to the extent permitted by applicable law, apply the proceeds of sale of the Collateral (or the value of any Collateral which has been appropriated) in the following order

- (a) in discharging any sums owing to a Secured Party;
- (b) in payment of all costs and expenses incurred by the Security Agent or any Secured Party in connection with any realisation or enforcement of the security taken in accordance with the terms of this agreement;
- (c) in payment to the Facility Agent for application in accordance with Clause 15.9 (Partial payments) of the Credit Agreement; and
- (d) in payment of the amount of any resulting surplus to the Grantor (or any other person entitled to receive it under Article 49 of the Law) or into the Royal Court of Jersey

This clause is subject to the payment of any claims having priority over this security. This clause does not prejudice the right of any Finance Party to recover any shortfall from the Chargors.

11.7 Within 14 days after any appropriation or sale of the Collateral by the Security Agent, the Security Agent shall give a written statement of account to the Grantor and any other person entitled to receive it under Article 48 of the Law

11.8 Save with the prior written consent of the Security Agent, the Grantor shall not be entitled to reinstate this agreement (as defined in Article 54 of the Law) during the Security Period

11.9 To the extent permitted by the laws of Jersey

- (a) the Security Agent shall have no duty to preserve or enhance the Collateral or its value, and
- (b) the Security Agent shall have no liability for any loss arising out of (i) the exercise or non-exercise of the power of enforcement or any other rights under this agreement, or (ii) the taking of any other action in respect of the Collateral as is permitted by this agreement, whether before or after the power of enforcement becomes exercisable.

12 Further assurance and power of attorney

- 12 1 The Grantor shall, at any time and from time to time, upon the written request of the Security Agent promptly do any and all such acts and things and execute and deliver all such instruments and any documents (including, without limitation, any replacement or supplemental security agreements) as the Security Agent may (acting reasonably) consider necessary or desirable for creating, attaching, perfecting, maintaining, enhancing or enforcing its security or rights under this agreement or the Law.
- 12 2 In accordance with Article 5(2)(a) of the Powers of Attorney (Jersey) Law, 1995 (the **Powers of Attorney Law**), the Grantor hereby irrevocably appoints the Security Agent as the Grantor's attorney (with full power of substitution in accordance with Article 8 of the Powers of Attorney Law) with authority in the name of and on behalf of the Grantor to take any action which the Grantor is required to take pursuant to this agreement.
- 12 3 The Grantor hereby covenants with the Security Agent to ratify and confirm any lawful exercise or purported exercise of the power of attorney referred to in this clause.

13 Security continuing and independent

- 13 1 The security created pursuant to this agreement shall take effect as a continuing security for the payment or performance of all or any part of the Secured Obligations and shall be independent of and in addition to and it shall not be prejudiced or be affected by and shall not affect or prejudice any other security now or hereafter held by the Security Agent in respect of the payment or performance of all or any part of the Secured Obligations
- 13 2 The security, and the obligations and liabilities, created pursuant to this agreement shall not be in any way discharged, impaired or otherwise affected by.
- (a) any partial or intermediate payment or performance of the Secured Obligations,
 - (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Security Agent may now or hereafter have from or against any person in respect of any obligations of the Grantor under the Finance Documents or any other document or any other person;
 - (c) any act or omission by the Security Agent in taking up, creating, attaching, perfecting or enforcing any security, indemnity or guarantee from or against the Grantor or any other person;
 - (d) any defect in, termination, amendment, variation, novation or supplement of or to any of the Finance Documents or to any document pursuant to which obligations are due by the Grantor or any other person to the Security Agent,
 - (e) any grant of time, indulgence, waiver or concession given to the Grantor or any other person,
 - (f) any of the insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, and any change

in the constitution, name and style of any party to any of the Finance Documents or any other person;

- (g) any release, invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of the Grantor or any other person in respect of any of the Finance Documents or any other document;
- (h) any claim or enforcement of payment from any of the other parties to the Finance Documents or any other person; or
- (i) any act or omission which would have discharged or affected the liability of the Grantor or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge the Grantor or otherwise reduce or extinguish its liability under this agreement.

13.3 The Security Agent is not obliged, before exercising any of the rights, powers or remedies it may have pursuant to this agreement or by law, to make any demand of, or take action or file any claim or proof in respect of, any person other than the Grantor or to enforce any other security in respect of the Finance Documents

13.4 If the Collateral or any part thereof is released from the security interest created hereunder in reliance upon a payment or other performance or discharge which is subsequently avoided or set aside for any reason whatsoever (including, without limitation, in connection with the insolvency or bankruptcy of the Grantor), the obligations and liabilities of the Grantor under this agreement, and the rights of the Security Agent under this agreement, shall continue as if such payment and release had not occurred

13.5 The Grantor irrevocably waives and abandons any and all rights under the laws of Jersey:

- (a) whether by virtue of the droit de division or otherwise, to require that any liability under the Finance Documents be divided or apportioned with any other person or reduced in any manner whatsoever, and
- (b) whether by virtue of the droit de discussion or otherwise, to require that recourse be had to the assets of any other person before any claim is enforced against the Grantor under the Finance Documents

14 Remedies and waiver

14.1 No failure by the Security Agent to exercise, nor any delay by the Security Agent in exercising, any right or remedy hereunder shall operate as a waiver hereof nor shall any single or partial exercise prevent any further or other exercise thereof or the exercise of any other right or remedy

14.2 The rights and remedies under or pursuant to this agreement, the security interests created hereunder, and any rights or other remedies provided by law (including the Law as it applies to the security created hereunder) are cumulative and not mutually exclusive and any of such rights and remedies may be, but need not be, exercised at the Security Agent's discretion

15 Expenses and Indemnity

The Grantor must

- (a) within three business days pay all costs and expenses (including legal fees) incurred in connection with this agreement by the Security Agent, any other Secured Party or other person appointed by a Secured Party under this agreement, including any arising from any actual or alleged breach by any person of any law or regulation, and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

16 Set-off

16.1 The Security Agent may set off any matured obligation owed to any Secured Party by the Grantor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Grantor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

16.2 The Security Agent has entered into this agreement on behalf of the Secured Parties and accordingly the right of set off in this clause shall apply in respect of all Secured Obligations whether owed to the Security Agent or any of the Secured Parties, and may be exercised by the Security Agent on its own behalf or those of any of the Secured Parties

17 Suspense account

Monies received, recovered or realised by the Security Agent under this agreement may, at the discretion of the Security Agent, be credited to a separate or suspense account for so long as the Security Agent may think fit without any intermediate obligation on the part of the Security Agent to apply the same in or towards payment, performance or discharge of the Secured Obligations

18 Illegality

If at any time one or more of the provisions of this agreement becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining provisions of this agreement shall not be affected or impaired in any way.

19 Certificate of Security Agent

Any certificate submitted by the Security Agent to the Grantor as to (a) the amount of the Secured Obligations or any part of them or (b) the amount of its reasonable costs and expenses incurred in enforcing this agreement (or any rights hereunder) for the purposes of Article 54 of the Law, shall, in the absence of manifest error, be conclusive and binding on the Grantor

20 Amalgamation and consolidation

The rights and benefits of the Security Agent under this agreement shall remain valid and binding for all purposes notwithstanding any change, amalgamation, consolidation or otherwise which may be made in the constitution of the Security Agent and shall be available to such entity as shall carry on the business of the Security Agent for the time being.

21 Conversion of currency

All monies received or held by the Security Agent subject to this agreement may at any time, before as well as after the occurrence of an Event of Default, be converted into such other currency as the Security Agent considers necessary or desirable to satisfy the Secured Obligations in that other currency at the then prevailing spot rate of exchange of the Security Agent (as conclusively determined by the Security Agent) for purchasing that other currency with the original currency

22 Amendment and waiver

No variation, amendment or waiver of this agreement shall be valid unless in writing and signed by or on behalf of the parties hereto.

23 Assignment

23 1 The Security Agent may grant a participation in or make an assignment or transfer or otherwise dispose of, the whole or any part of its rights and benefits under this agreement. For the purpose of any such participation, assignment, transfer or disposal, the Security Agent may disclose information about the Grantor and the financial condition of the Grantor as may have been made available to the Security Agent by the Grantor or which is otherwise publicly available

23 2 The Grantor shall not assign or transfer all or any part of its rights, benefits and/or obligations under this agreement

24 Liability of Grantor

Where the Grantor consists of more than one person, the liability of each such person shall be joint and several and every agreement, undertaking or covenant contained in this agreement shall be construed accordingly.

25 Notices

25 1 All notices with respect to this agreement shall be delivered by hand, sent by first class post to the address of the addressee as set out in this agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause or to any other proper address as defined in the Order or sent by facsimile transmission (fax) to the following numbers:

- (a) in the case of the Grantor, Level 30, One Canada Square, Canary Wharf, London, E14 5AB, fax number 02074182195, attention Kerry Andrew/John Garwood; and

(b) in the case of the Security Agent, Loans Agency, 25 Gresham Street, London EC2V 7HN, fax number 020 7158 3198, attention Andrew Moore/John Sealy

25.2 Such notices shall be deemed to have been received at the relevant times specified in clause 38.2 of the Credit Agreement

26 Counterparts

This agreement may be executed in any number of counterparts each of which shall be an original but which shall together constitute one and the same instrument.

27 Governing law and jurisdiction

27.1 This agreement shall be governed by and construed in accordance with the laws of Jersey and the parties hereby irrevocably agree for the exclusive benefit of the Security Agent that the courts of Jersey are to have jurisdiction to settle any disputes which arise out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement (in this clause referred to as **Proceedings**) may be brought in such court.

27.2 Nothing contained in this clause shall limit the right of the Security Agent to take Proceedings against the Grantor in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdiction preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not

27.3 The Grantor irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or hereafter to the taking of any Proceedings in any such court as referred to in this clause and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in any such court as is referred to in this clause shall be conclusive and binding upon the Grantor and may be enforced in the court of any other jurisdiction

The parties have duly executed this agreement on the date set out at the beginning of this agreement

SCHEDULE 1

The Original Securities

40,100,000 units in the Unit Trust (being all of the units which have been issued to the Grantor in the Unit Trust)

SCHEDULE 2

Notice and acknowledgement - possessory security

Notice

To: Canada Place (Retail) Trustee No 1 Limited and Canada Place (Retail) Trustee No. 2
Limited in their capacity as joint trustees of the Unit Trust (the **Trustees**)
47 Esplanade
St Helier
Jersey
JE1 0BD

From: Canary Wharf Investments (DS8) Limited (the **Grantor**)
One Canada Square
Canary Wharf
London
E14 5AB

And: Lloyds Bank plc (the **Security Agent**)
Loans Agency
25 Gresham Street
London EC2V 7HN

Date 2014

We hereby give you notice that, pursuant to a security interest agreement dated on the date hereof made between the Grantor and the Security Agent (the **Security Interest Agreement**), the 40,100,000 fully paid units in the Unit Trust (being all of the units in the Unit Trust held by the Grantor) registered in the name of the Grantor (including, without limitation, all rights of the Grantor relating to such securities) (the **Securities**) and has given possession to the Security Agent of the certificates of title relating to the Securities

We note that you will note the security referred to above on the register of unitholders of the Unit Trust

This notice may not be varied or revoked without the Security Agent's prior written consent

This notice may be executed in any number of counterparts and by each party on a separate counterpart each of which counterparts when so executed and delivered shall be an original but all such counterparts shall together constitute one and the same instrument

Please sign and forward to the Security Agent at the above address the enclosed form of acknowledgement (for the attention of Andrew Moore/John Sealy)

This notice shall be governed by and construed in accordance with the laws of Jersey

Signed for and on behalf of Canary Wharf Investments (DS8) Limited

Signature

Print name

Title

Signed for and on behalf of Lloyds Bank plc

Signature

Print name

Title

Acknowledgement

To: Canary Wharf Investments (DS8) Limited (the Grantor)
One Canada Square
Canary Wharf
London
E14 5AB

And: Lloyds Bank plc (the Security Agent)
Loans Agency
25 Gresham Street
London EC2V 7HN

From: Canada Place (Retail) Trustee No 1 Limited and Canada Place (Retail) Trustee No 2 Limited in their capacity as joint trustees of the Unit Trust (the **Trustees**)
47 Esplanade
St Helier
Jersey
JE1 0BD

Date: 2014

We hereby acknowledge receipt of a notice dated _____ 2014 (the **Notice**) from the Grantor and the Security Agent relating to the creation of a security interest in respect of the Securities. Terms defined in the Notice shall have the same meaning where used herein.

We confirm that:

- 1 we have noted on the register of unitholders of the Unit Trust that a security interest has been granted by the Grantor in favour of the Security Agent in respect of the Securities,
- 2 we have not, as at the date hereof, received notice of any other security interest or encumbrance over any of the Securities or any encumbrances over any part of the trust fund of the Unit Trust and we hereby undertake to notify the Security Agent of any such notice received in the future,
- 3 we have not, as at the date hereof, issued any replacement certificates of title in respect of the Securities and we undertake not to do so without the prior written consent of the Security Agent,
- 4 we will not register any transfer of the Securities referred to in paragraph 1 above except with the prior written consent of the Security Agent.

- 5 the instrument of trust constituting the Unit Trust does not permit the Trustees from time to time to refuse to register a transfer of title to the Securities for the purposes of creating or enforcing the security;
- 6 promptly upon delivery of a dated and signed duly completed instrument of transfer in respect of the Securities, we will enter the name of the Security Agent or its nominee in the register of unitholders of the Unit Trust as the holder of the Securities,
- 7 for such time as such security interest continues, the Security Agent acts as Security Agent only and will not be held liable by, or under any obligation to, the Trustees or the Unit Trust in respect of the Securities, and
- 8 for the purposes of the giving of notice to us, without prejudice to any other form of notice, we agree that a facsimile sent to 01534 835650 attention Christopher Bennett and that an email sent to Christopher.bennett@crestbridge.com shall, in each case, be sufficient notice.

This acknowledgement shall be governed by and construed in accordance with the laws of Jersey

**Signed for and on behalf of Canada Place (Retail) Trustee No. 1 Limited
In its capacity as trustee of the Canada Place (Retail) Unit Trust**

Signature

Print name

Title

**Signed for and on behalf of Canada Place (Retail) Trustee No. 2 Limited
In its capacity as trustee of the Canada Place (Retail) Unit Trust**

Signature

Print name

Title

SCHEDULE 3

Notice and acknowledgement - title security

Notice

To: Canada Place (Retail) Trustee No 1 Limited and Canada Place (Retail) Trustee No 2
Limited in their capacity as joint trustees of the Unit Trust (the **Trustees**)
47 Esplanade
St Helier
Jersey
JE1 0BD

From: Canary Wharf Investments (DS8) Limited (the **Grantor**)
One Canada Square
Canary Wharf
London
E14 5AB

And: Lloyds Bank plc (the **Security Agent**)
Loans Agency
25 Gresham Street
London EC2V 7HN

Date:

We hereby give you notice that, pursuant to a security interest agreement dated [date] 2014 made between the Grantor and the Security Agent (the **Security Interest Agreement**), the Grantor has granted to the Security Agent a security interest in respect of, among other things, [number] units in the Unit Trust (being all of the units in the Unit Trust held by the Grantor) currently registered in the name of the Grantor (including, without limitation, all rights of the Grantor relating to such securities) (the **Securities**). Under the Security Interest Agreement, the Grantor has also agreed to assign, transfer and/or otherwise make over to the Security Agent title to the Securities.

We enclose the originals of (i) a dated and signed duly completed instrument of transfer in respect of the transfer of title to the Securities to the Security Agent and (ii) certificates of title in respect of the Securities

We hereby instruct you to:

- 1 enter the name of the Security Agent in the register of unitholders of the Unit Trust as the holder of the Securities, and

- 2 issue a certificate of title to reflect such entry and deliver the same to the Security Agent at the address set out below

This notice may not be varied or revoked without the Security Agent's prior written consent.

This notice may be executed in any number of counterparts and by each party on a separate counterpart each of which counterparts when so executed and delivered shall be an original but all such counterparts shall together constitute one and the same instrument

Please sign and forward to the Security Agent at the above address the enclosed form of acknowledgement (for the attention of Andrew Moore/John Sealy)

This notice shall be governed by and construed in accordance with the laws of Jersey.

Signed for and on behalf of Canary Wharf Investments (DS8) Limited

Signature

Print name

Title

Signed for and on behalf of Lloyds Bank plc

Signature

Print name

Title

Acknowledgement

To: Canary Wharf Investments (DS8) Limited (the **Grantor**)
One Canada Square
Canary Wharf
London
E14 5AB

And: Lloyds Bank plc (the **Security Agent**)
Loans Agency
25 Gresham Street
London EC2V 7HN

From: Canada Place (Retail) Trustee No. 1 Limited and Canada Place (Retail) Trustee No. 2 Limited in their capacity as joint trustees of the Unit Trust (the **Trustees**)
47 Esplanade
St Helier
Jersey
JE1 0BD

Date:

We hereby acknowledge receipt of a notice dated [date] 2014 (the **Notice**) from the Grantor and the Security Agent relating to the creation of a security interest in respect of the Securities. Terms defined in the Notice shall have the same meaning where used herein.

We confirm that.

- 1 we have not, as at the date hereof, received notice of any other security interest or encumbrance over any of the Securities or any encumbrance over any part of the trust fund or the Unit Trust and we hereby undertake to notify the Security Agent of any such notice received in the future,
- 2 for such time as such security interest continues, the Security Agent acts as Security Agent only and will not, save as required by law, be held liable by, or under any obligation to, the Trustees or the Unit Trust in respect of the Securities,
- 3 the names of the persons identified as the transferees of the Securities in the Notice have been entered in the register of unitholders as the holders of the Securities and we enclose originals of the certificate of title reflecting such holding, and
- 4 for the purpose of the giving of notice to us, without prejudice to any other form of notice, we agree that a facsimile sent to [number] attention [•] and that an email sent to [address] shall, in each case, be sufficient notice.

This acknowledgement shall be governed by and construed in accordance with the laws of Jersey

**Signed for and on behalf of Canada Place (Retail) Trustee No. 1 Limited
in its capacity as trustee of the Canada Place (Retail) Unit Trust**

Signature

Print name

Title

**Signed for and on behalf of Canada Place (Retail) Trustee No. 2 Limited
in its capacity as trustee of the Canada Place (Retail) Unit Trust**

Signature

Print name

Title

Signatories

Grantor

Signed for and on behalf of Canary Wharf Investments (DS8) Limited

Signature

RUSSELL LYONS
Print name

DIRECTOR OF FINANCIAL CONTROL
Title

Security Agent

Signed for and on behalf of Lloyds Bank plc

Signature

Print name

Title

Signatories

Grantor

Signed for and on behalf of Canary Wharf Investments (DS8) Limited

Signature

Print name

Title

Security Agent

Signed for and on behalf of Lloyds Bank plc

Signature

GRAEME ALFILLE - COOK
Print name

DIRECTOR
Title