

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

185261/377

395

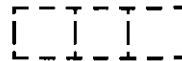
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4525295

Name of company

* Canary Wharf Investment Holdings (DS8) Limited (the **Relevant Additional**

Date of creation of the charge

25 May 2005

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

Supplemental Intercompany Loan Charge of Shares dated 25 May 2005 between the Chargors (including but not limited to the Relevant Additional Chargor) and the CWF Security Agent (the **Deed**)

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 Intercompany Loan Finance Document, except for any obligation which, if it were so included, would result in the Deed contravening section 151 of the Companies Act 1985 (the **Secured Liabilities**)

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

Citicorp Trustee Company Limited (the **CWF Security Agent**) of 33 Canada Square, Canary Wharf, London as agent and trustee for and on behalf of the Finance Parties

Postcode E14 5LB

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

Allen & Overy LLP
One New Change
London
EC4M 9QQ

SCR/JEC/Bk:2789761

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 & Overy LLP

Date

09/06/05

On behalf of ~~XXXXXX~~ (mortgagee/~~XXXXXX~~) †

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

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Short particulars of the property mortgaged or charged:

Land

The Relevant Additional Chargor charges:

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

Restriction on dealings

The Relevant Additional Chargor may not:

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

Note

The Deed is in addition to and supplements the security provided by the Original Chargors under the Original Deed.

Definitions

The terms used in this Form 395 have the meaning set out below:

Accession Agreement means a letter, substantially in the form of schedule 3 (Form of Accession Documents) of the Intercompany Loan Agreement.

Additional Borrower means any member of the CW Group:

- (a) which is a Substitute DS7 Borrower; or
- (b) which otherwise becomes a Borrower, after the date of the Intercompany Loan Agreement, pursuant to the terms of the Intercompany Loan Agreement.

Additional Chargor means the companies listed in part 2 of schedule 1 of the Deed (including, but not limited to, the Relevant Additional Chargor).

Additional Guarantor means any member of the CW Group:

- (a) which is an Additional Borrower; or
- (b) which otherwise:
 - (i) is listed in section C of part 1 of schedule 1 (Original Parties) of the Intercompany Loan Agreement as an Additional Guarantor and which becomes a Guarantor (but not a Borrower), on or about 25th May, 2005, pursuant to the terms of the Intercompany Loan Agreement and in connection with a Permitted DS7 Portfolio Substitution; or
 - (ii) becomes a Guarantor (but not a Borrower), after the date of the Intercompany Loan Agreement, pursuant to the terms of the Intercompany Loan Agreement.

Additional Loan means any Loan made to a Borrower and designated as such in accordance with clause 5 (Utilisation) of the Intercompany Loan Agreement.

Additional Mortgaged Property means, subject to subclause 19.5 (Disposals) of the Intercompany Loan Agreement, and the matters provided for in the Property Restructuring Paper, each of the properties listed in sub-section C2 of part 2 of schedule 1 (Original Parties and Mortgaged Properties) of the Intercompany Loan Agreement which is substituted for the DS7 Mortgaged Property pursuant to the Senior Facility Agreement, as more particularly described in any Intercompany Loan Security Document (including the Deed) or Senior Security Document (as the case may be) and where the context so requires, includes the buildings on that Mortgaged Property.

Bank Security Agent means Citicorp Trustee Company Limited, in its capacity as security agent for and on behalf of the finance parties under the Senior Facility Agreement.

Borrower means an Original Borrower or an Additional Borrower.

Chargor means an Additional Chargor or an Original Chargor.

CW Group means CWGP and its Subsidiaries.

Company Name: Canary Wharf Investment Holdings (DS8) Limited
Company Number: 4525295
Continuation Sheet
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CWGP means Canary Wharf Group plc of One Canada Square, Canary Wharf London E14 5AB (registered in England and Wales with registration number 4191122).

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

DS7 Loan means, subject to the terms of the Intercompany Loan Agreement, a Loan made to any Borrower in connection with that Borrower's interest in the DS7 Mortgaged Property.

DS7 Mortgaged Property means the real property described under the heading DS7 in schedule 1 (Original Parties and Mortgaged Properties) of the Intercompany Loan Agreement.

DS7 Portfolio Substitution has the meaning given to it in subclause 19.6 of the Senior Facility Agreement.

Duty of Care Agreement means a duty of care agreement between, amongst others, the Estate Manager and the CWF Security Agent in respect of the management of each of the Mortgaged Properties.

Estate Manager means CWML.

Facility means the credit facility made available under the Intercompany Loan Agreement.

Finance Party means the Lender or the CWF Security Agent.

Guarantor means an Original Guarantor or an Additional Guarantor.

Holding Company means a holding company within the meaning of section 736 of the Companies Act 1985.

Intercompany Loan Agreement means the £750,000,000 intercompany loan agreement dated 19th May, 2005 between the Lender, the Original Obligors (as defined therein) and the CWF Security Agent.

Intercompany Loan Finance Document means:

- (a) the Intercompany Loan Agreement;
- (b) an Intercompany Loan Security Document;
- (c) the Intercompany Subordination Agreement;
- (d) a Duty of Care Agreement;
- (e) an Accession Agreement; or
- (f) any other document designated as such by any Borrower, the CWF Security Agent and the Lender.

Intercompany Loan Security Agreement means:

- (a) a security agreement dated 19th May, 2005 between the Obligors and the CWF Security Agent; or
- (b) the Original Deed.

Intercompany Loan Security Document means:

- (a) the Intercompany Loan Security Agreement;
- (b) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Intercompany Loan Finance Documents; or
- (c) any other document designated as such by the CWF Security Agent and the Lender.

Intercompany Subordination Agreement means a subordination agreement, dated on or about the Original Utilisation Date entered into by, amongst others, the Obligors.

Lender means Canary Wharf Funding (One) Limited of One Canada Square, Canary Wharf, London E14 5AB (Registered in England and Wales with registration number 3806493).

Loan means, unless otherwise stated in the Intercompany Loan Agreement, the principal amount of a borrowing by a Borrower under the Intercompany Loan Agreement or the principal amount outstanding of that borrowing under the Main Loans or the Additional Loan.

Main Loans means (subject to the terms of the Intercompany Loan Agreement):

- (a) the Original Loans; and
- (b) the Substitute DS7 Loans.

Managing Agent means the Estate Manager or any other managing agent appointed by the Lender in respect of each Mortgaged Property with the approval of the Senior Facility Agent.

Mortgaged Property means any Original Mortgaged Property or any Additional Mortgaged Property.

Obligor means, subject to subclause 19.5 (Disposals) and subclause 29.2 (Resignation of Obligors) of the Intercompany Loan Agreement and the matters provided for in the Property Restructuring Paper, a Borrower or a Guarantor.

Original Borrower means the companies listed under part 1 of schedule 1 of the Intercompany Loan Agreement under the heading "Original Borrowers".

Original Chargor means the companies listed in part 1 of schedule 1 of the Deed.

Original Deed means (to the extent an Obligor's shares are not already the subject of a Security Agreement) a charge of shares executed by each Relevant Holding Company in favour of the CWF Security Agent (acting as trustee for the Lender) in respect of such shares.

Original Guarantor means the companies listed under part 1 of schedule 1 of the Intercompany Loan Agreement under the heading "Original Guarantors".

Original Loans means the Loans to be provided to the Original Borrowers on the Original Utilisation Date (including but not limited to the DS7 Loans), and designated as such, in accordance with clause 5 (Utilisation) of the Intercompany Loan Agreement.

Original Mortgaged Property means, subject to subclause 19.5 (Disposals) of the Intercompany Loan Agreement and the matters provided for in the Property Restructuring Paper, each Original Mortgaged Property listed in sub-section B2 of part 2 of schedule 1 (Original Parties and Mortgaged Properties) of the Intercompany Loan Agreement as more particularly described in any Intercompany Loan Security Document or Senior Security Document and, where the context so requires, includes the buildings on that Mortgaged Property.

Original Utilisation Date means the date on which the Facility is utilised by the Original Borrowers in respect of the Original Loans.

Party means a party to the Deed.

Permitted DS7 Portfolio Substitution means a proposed DS7 Portfolio Substitution to which the Senior Facility Agent has given its consent in accordance with (and subject to the terms of) subclause 19.6 (DS7 Mortgaged Property – Substitution and release) of the Senior Facility Agreement.

Property Restructuring Paper means the document dated 7 April, 2005 and entitled as such, which has been prepared by Clifford Chance LLP in respect of the proposed intra-group restructuring of the ownership of certain of the Mortgaged Properties and delivered to the Senior Facility Agent as a condition precedent under the Senior Facility Agreement.

Related Rights means:

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

Relevant Holding Company means a Holding Company of any Obligor.

Security Assets means all assets of each Chargor (including the Relevant Additional Chargor), the subject of any security created by the Deed.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

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

Senior Facility Agent means the Facility Agent as such term is defined in the Senior Facility Agreement.

Senior Facility Agreement means the £750,000,000 credit facility originally dated 8th April, 2005 between, among others, the Lender and the Bank Security Agent as amended and restated by a supplemental agreement dated 19th May, 2005.

Senior Security Document means a Security Document as such term is defined in the Senior Facility Agreement.

Shares means:

- (a) in relation to the Relevant Additional Chargor, all its shares in the issued share capital of Canary Wharf Retail (B2) Limited and Canary Wharf Retail Investments (B2) Limited;
- (b) in relation to Heron Quays Holdings (RT3) Limited, all its shares in the issued share capital of Heron Quays (RT3) T1 Limited and Heron Quays (RT3) T2 Limited;
- (c) in relation to Canary Wharf Investments Limited, all its shares in the issued share capital of Cabot Place Holdings Limited, Canada Place Limited, Canary Wharf (Car Parks) Limited, CWCB Investments (Car Parks) Limited, Canary Wharf Retail Investments (FC6) Limited, Canary Wharf Retail (FC6) Limited and Heron Quays Investments (RT3) Limited,;
- (d) in relation to Canary Wharf Investment Holdings (DS8) Limited, all its shares in the issued share capital of Canary Wharf Investments (DS8) Limited;
- (e) in relation to Canary Wharf (DS8) Limited, all its shares in the issued share capital of Canary Wharf (DS8) T1 Limited and Canary Wharf (DS8) T2 Limited;
- (f) in relation to CWCB Holdings Limited, all its shares in the issued share capital of CWCB Investments (RT2) Limited, CWCB Leasing (RT2) Limited, CWCB Leasing (B1) Limited, CWCB Investments (B1) Limited, CWCB Investments (B4) Limited, CWCB Investments (DS8) Limited, CWCB Properties (DS8) Limited and HQCB Properties (RT3) Limited.

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.

Substitute DS7 Borrower means any member of the CW Group listed in part 1 of schedule 1 (Original Parties) of the Intercompany Loan Agreement as an Additional Borrower and which has any interest in an Additional Mortgaged Property (or any interest derived from such interest in that Additional Mortgaged Property under the transactions contemplated in the Property Restructuring Paper), and which becomes a Borrower, on or about 25th May, 2005 pursuant to the terms of the Intercompany Loan Agreement and in connection with a Permitted DS7 Portfolio Substitution.

Substitute DS7 Loan means any Loan made to a Substitute DS7 Borrower, and designated as such, in accordance with clause 5 (Utilisation) of the Intercompany Loan Agreement.

Interpretation

- (a) All the security created under the Deed:
 - (i) is created in favour of the CWF Security Agent;
 - (ii) is created over present and future assets of the Relevant Additional Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities;
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (v) is subject to the promise of redemption (and, if applicable, reassignment) as set out in clause 18 (Release) of the Deed.
- (b) The CWF Security Agent holds the benefit of the Deed on trust for itself and the other Finance Parties.
- (c) Capitalised terms defined in the Intercompany Loan Agreement have, unless expressly defined in the Deed, the same meaning in the Deed.
- (d) The provisions of clause 1.2 (Construction) of the Intercompany Loan Agreement apply to the Deed as though they were set out in full in the Deed except that references to the Intercompany Loan Agreement are to be construed as references to the Deed.
- (e) The term **Intercompany Loan Finance Document** includes all amendments and supplements including supplements providing for further advances.
- (f) The term **this Security** means any security created by the Deed.
- (g) A reference to any asset, unless the context otherwise requires, includes any present and future assets.
- (h) Any covenant of the Relevant Additional Chargor under the Deed (other than a payment obligation) remains in force during the Security Period.
- (i) If the CWF Security Agent, acting reasonably, considers that an amount paid to a Finance Party under a Intercompany Loan Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of the Deed.
- (j) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04525295

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL INTERCOMPANY LOAN CHARGE DATED THE 25th MAY 2005 AND CREATED BY CANARY WHARF INVESTMENT HOLDINGS (DS8) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JUNE 2005.

P. D. M.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES