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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

05389386

Name of company

* CANARY WHARF INVESTMENTS (FC4) LIMITED (the "Chargor")

Date of creation of the charge

25 May 2005

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

SUPPLEMENTAL LEGAL MORTGAGE dated 25 May 2005 between the Chargor and the Agent (the "Supplemental Legal Mortgage") relating to the Original Debenture

Amount secured by the mortgage or charge

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

Continued on Addendum 2/4

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

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

Postcode EC2N 2DB

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

Ashurst
Broadwalk House
5 Appold Street
London EC2A 2HA

JOJ/DEU03.00046/3720818

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD6
COMPANIES HOUSE

0416
02/06/05

Short particulars of all the property mortgaged or charged

1. CHARGING CLAUSE

1.1 Fixed Security and Assignment

(a) The Chargor, as continuing security for the payment of the Indebtedness, has charged in favour of the Agent as security trustee with full title guarantee and by way of first legal mortgage, the Property together with all buildings and fixtures (including trade fixtures) on the Property provided that (i) on payment or discharge in full of the Indebtedness or (ii) on a disposal of the Property (or the shares in the Chargor) in accordance with clause 17.10 (Disposals) of the Facility Agreement and on a prepayment of the required amount (where relevant) in accordance with clause 7.3 (Disposals and Refinancing) of the Facility Agreement, the Agent will at the request and cost of the Chargor release the Property from the Security Interests constituted by the Supplemental Legal Mortgage.

(b) The Chargor confirmed that, as security for the payment of all of the Indebtedness:

(i) it has charged in favour of the Agent by way of fixed charge the assets relating to the Property and referred to in clause 3.1 (Fixed Charges) of the Original Debenture; and

Continued on Addendum 4/4

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*Please complete
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bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 27/05/2005

On behalf of chargee[†]

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

Notes

[†] delete as
appropriate

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

M395 Continuation

Company number

05389386

Name of company

* insert full name
of company

* CANARY WHARF INVESTMENTS (FC4) LIMITED (the "Chargor")

Addendum 1/4

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

Company number

05389386

Name of company

* insert full name
of company

* CANARY WHARF INVESTMENTS (FC4) LIMITED (the "Chargor")

Addendum 2/4

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

In this form:

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

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

"Finance Document" means:

(a) the Facility Agreement;

(b) each Duty of Care Agreement;

(c) the Fees Letter;

(d) the Margin Side Letter;

(e) a Novation Certificate;

(f) each Security Document;

(g) the Subordination Deed; and/or

(h) any other document designated as such by the Agent and the Borrower

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

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

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

"Original Debenture" means a debenture dated 15 March 2005 between, amongst others, the Chargor and the Agent; and

"Property" means all the property specified in schedule 1 of the Supplemental Legal Mortgage.

M395 Continuation

Company number

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* CANARY WHARF INVESTMENTS (FC4) LIMITED (the "Chargor")

Addendum 3/4

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

Company number

05389386

Name of company

* insert full name
of company

* CANARY WHARF INVESTMENTS (FC4) LIMITED (the "Chargor")

Addendum 4/4

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

(ii) it has assigned by way of security to the Agent by way of security the assets relating to the Property and referred to in clause 3.3 (Security Assignment) of the Original Debenture.

2. INCORPORATION

The provisions of clauses 4 (Continuing Security) to clause 23 (Governing Law) (both inclusive) of the Original Debenture shall be deemed to be incorporated into the Supplemental Legal Mortgage with all necessary modifications as if they were set out in full in the Supplemental Legal Mortgage and references in the Original Debenture to "each Chargor" shall be deemed to be references to the Chargor.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05389386

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL MORTGAGE DATED THE 25th MAY 2005 AND CREATED BY CANARY WHARF INVESTMENTS (FC4) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER 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 2nd JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JUNE 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —