

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [8] []

03302749

Name of company

* Cabot Place Holdings Limited (the **Current Chargor**)

Date of creation of the charge

20 March 2009

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

A charge of shares dated 20 March 2009 between the Current Chargor and the Security Agent (as defined below) (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 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

Lloyds TSB Bank plc of 10 Gresham Street, London (the **Security Agent**) as agent and trustee for the Finance Parties (as defined below).

Postcode EC2V 2AE

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

Allen & Overy LLP
40 Bank Street
Canary Wharf
London
E14 5DU

Time critical reference

11002-00544 (AAOM)

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



LD9

"L7YA08MI"

31/03/2009

58

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheets attached.

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

31/3/09

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (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 Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Current Chargor;
 - (iii) is security for the payment, discharge, performance 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 Security Agent holds the benefit of the Deed on trust for itself and the other Finance Parties.

1.2 Security

The Current 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.

2. RESTRICTIONS ON DEALINGS

The Current Chargor must 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.

3. VOTING RIGHTS

- (a) Before the Security becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of the Security Assets must (if exercisable by the Security Agent) be exercised in any manner which the Current Chargor may direct in writing; and
 - (ii) all dividends or other income paid or payable in relation to any Security Asset must be paid directly to the Current Chargor.

- (b) The Current Chargor must indemnify the Security Agent against any loss liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Security Assets on the direction of the Current Chargor.
- (c) After the Security has become enforceable, the Security Agent may exercise (in the name of the Current Chargor and without any further consent or authority on the part of the Current Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise and shall notify the Current Chargor of such action as soon as practicable thereafter.

4. FURTHER ASSURANCES

The Current Chargor must, at its own expense, take whatever action the Security Agent or a Receiver (acting reasonably) may require for:

- (a) creating, perfecting or protecting any security intended to be created by the Deed; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent (acting reasonably) may think expedient, provided that nothing in clause 13 of the Deed will entitle the Security Agent or its nominee to become registered as the holder of the Shares unless an Event of Default has occurred and is outstanding.

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:

- (a) 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; and
- (b) a Chargor who has acceded to the Credit Agreement pursuant to the Supplemental Agreement,

in each case for so long as it is a Party

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 Chargers) 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.

Amendment Letter means the amendment letter dated 19 September 2008 between, amongst others, the Borrower and the Facility Agent relating to the Further Loan.

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).

Car Parks means those parts of the New Property more particularly described in paragraphs 7-12 (inclusive) of part 3 of schedule 1 of the Credit Agreement and **Car Park** shall mean any one of them.

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) of the Credit Agreement under the heading "Commitments" and the amount of any other Commitment it acquires; and

(b) for any other Lender, the amount of any Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement.

Concessionary Licence means each licence or other occupational arrangement granted or permitted to be granted by a Chargor or Third Party Security Provider (or, if applicable, any predecessor in title) from time to time on a concessionary basis in respect of any car parking space or spaces within any Car Park pursuant to which rent, licence fees or equivalent are paid or payable.

Construction Guarantee means the construction guarantee provided by the Construction Guarantor in respect of the development works to be carried out in respect of those parts of the Property more particularly described in paragraphs 1 and 4 of Part 3 of Schedule 1 of the Credit Agreement.

Construction Guarantor means Canary Wharf Holdings Limited of One Canada Square, Canary Wharf, London E14 5AB (registered in England and Wales with registered number 02798284).

Contractual Car Park Licence means each lease licence or other occupational arrangement granted or permitted to be granted by a Chargor or a Third Party Security Provider from time to time (or if applicable, any predecessor in title) on a long term basis in respect of any car parking space or spaces within any Car Park pursuant to which rent, licence fees or equivalent amounts are paid or payable to such Chargor or Third Party Security Provider but excluding (a) any Office Lease Licence; (b) any Concessionary Licence; and (c) any Pay & Display Arrangement.

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 £350,000,000 credit agreement dated 7 March, 2006 (as amended and restated) between (among others) Canary Wharf Funding (One) Limited and the Security Agent.

CW Group means CWGP and its Subsidiaries.

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

CWIL means Canary Wharf Investment Limited of One Canada Square, Canary Wharf London E14 5AB (registered in England and Wales with registration number 2127410).

CWL means Canary Wharf Limited of One Canada Square, Canary Wharf London E14 5AB (registered in England and Wales with registration number 1971312).

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 means the land and water areas located in the London Borough of Tower Hamlets commonly known as Canary Wharf and the majority of the adjacent land known as Canary Wharf South with any adjoining (or adjacent) additional land and water areas in which a member of the CW Group acquires a freehold or leasehold interest and all buildings and appurtenances on it and all additions, alterations and improvements to it.

Estate Manager means CWML.

Event of Default means an event specified as such in clause 21 (Default) 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 and the Amendment Letter;
- (b) the Supplemental Agreement;
- (c) a Security Document;
- (d) any Hedging Arrangement;
- (e) the Subordination Agreement;
- (f) a Duty of Care Agreement;
- (g) a Fee Letter and the Further Loan Margin Letter;
- (h) a Transfer Certificate;
- (i) a Counterparty Accession Agreement;
- (j) a Chargor Accession Agreement;
- (k) a Tax Indemnity;

- (l) an Account Bank Undertaking;
- (m) an Irrevocable Direction;
- (n) each Irrevocable Power of Attorney Delegation (if any);
- (o) the Construction Guarantee; or
- (p) 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.

Further Loan means the Loan to be provided by Lloyds TSB Bank plc as Lender as a result of the increase in its Commitment under the Amendment Letter.

Further Loan Margin Letter means the letter dated on or about the date of the Amendment Letter relating to, amongst other things, the Margin for the Further Loan.

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:

- (a) the rent in respect of a Property (other than a New Property) to which a Chargor (other than any Trustee) is beneficially entitled pursuant to an Intra-Group Lease; and
- (b) the rent, fees or income in respect of a New Property to which a Chargor is beneficially entitled pursuant to an Occupational Lease or Contractual Car Park Licence.

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 schedule 1 of the Supplemental 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.

Lender means:

- (a) an Original Lender; or

(b) any person who becomes a Lender after 7 March 2006.

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 including the Further Loan.

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.

Margin means the margin determined pursuant to subclause 8.3 (Margin) 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 means the JPUT constituted by the Master Trust Instrument.

Master Trust Instrument means the trust instrument constituting any Master Investment Vehicle which is a JPUT.

Maturity Date means 7 March 2011.

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.

New Property means each new property listed under part 3 of schedule 1 (Original Parties and Properties) of the Credit Agreement.

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 Third Party Security Provider 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 but shall not include any (a) Contractual Car Park Licence; (b) Concessionary Licence; or (c) Pay and Display Arrangement.

Office Lease means any lease, licence or other occupational interest or agreement for any lease, licence or other occupational interest relating to office premises on the Estate (and, for the avoidance of doubt, Office Lease shall include any overriding lease of any office premises on the Estate pursuant to which the tenant of such lease (or any group company thereof) has taken occupation of the space for fitting out or as beneficial occupiers of the whole or any part for the purpose of its business).

Office Lease Licence means any occupational lease or licence in respect of any car parking space or spaces within any Car Park granted pursuant to or as part of any Office Lease or any document supplemental or ancillary to an Office Lease prior to the date of the Credit Agreement (but excluding any Contractual Car Park Licence or Concessionary Licence or Pay & Display Arrangement).

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

Original Lender means Lloyds TSB Bank plc.

Original Unitholder means the Current Chargor, Canary Wharf Investments (DS8) Limited, CWCB Investments (RT2) Limited or Heron Quays Investments (RT3) Limited.

Party means a party to the Credit Agreement or the Deed.

Pay and Display Arrangement means public car parking arrangements in respect of any Car Park where cash is collected on departure in consideration for a ticket and a temporary right to park.

Property means each New Property and 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.

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

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.

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 means any Security Interest created under the Security Documents.

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

Security Assets means all assets of the Chargors or any of them the subject of any security created by the Deed.

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:

- (a) in relation to the Current Chargor, all of its shares in the issued capital of:
 - (i) Nash Court Retail Limited (registered no.04184435);
 - (ii) Canary Wharf Retail (RT4) Limited (registered no.04487558);
 - (iii) Canary Wharf Retail (DS3) Limited (registered no.04482337); and

- (iv) Canada Square (Pavilion) Limited (registered no.06413202);
- (b) in relation to Canary Wharf Investments Limited, all of its shares in the issued capital of:
 - (iii) CWCB Investments (Car Parks) Limited (registered no.03302682); and
 - (iv) Canary Wharf (Car Parks) Limited (registered no.03682170);

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 1159 of the Companies Act 2006; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

Supplemental Agreement means the supplemental agreement dated 20 March 2009 between, amongst others, Canary Wharf Funding (One) Limited and the Security Agent, amending and restating the Credit Agreement.

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 or Third Party Security Provider 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.

Third Party Security Provider means CWIL or CWL.

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.

Trust means the DS7 Trust, the DS8 Trust, the RT1 Trust, the RT2 Trust, the RT3 Trust or (following the accession of any Master Investment Vehicle which is a JPUT) any Master Trust.

Trust Instrument means the DS7 Trust Instrument, the DS8 Trust Instrument, the RT1 Trust Instrument, the RT2 Trust Instrument, the RT3 Trust Instrument or (following the accession of any Master Investment Vehicle which is a JPUT) any Master Trust Instrument.

Trustee means:

- (a) in respect of the DS7 Trust, One Canada Square (Retail) Trustee No. 1 Limited and One Canada Square (Retail) Trustee No. 2 Limited;
- (b) in respect of the DS8 Trust, Canada Place (Retail) Trustee No. 1 Limited and Canada Place (Retail) Trustee No. 2 Limited;
- (c) in respect of the RT1 Trust, Cabot Place (Retail) Trustee No. 1 Limited and Cabot Place (Retail) Trustee No. 2 Limited;
- (d) in respect of the RT2 Trust, Canada Place Mall (Retail) Trustee No. 1 Limited and Canada Place Mall (Retail) Trustee No. 2 Limited;
- (e) in respect the RT3 Trust, Jubilee Place (Retail) Trustee No. 1 Limited and Jubilee Palace (Retail) Trustee No. 2 Limited; or
- (f) (following the accession of any Master Investment Vehicle which is a JPUT), the Trustees specified in the Master Trust Instrument.

Unit has the meaning given in each Trust Instrument.

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

Unitholders means the Original Unitholders and any Master Investment Vehicle.

Utilisation Date means each date on which the Facility is utilised.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3302749
CHARGE NO. 18**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OF SHARES DATED 20
MARCH 2009 AND CREATED BY CABOT PLACE HOLDINGS
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 31 MARCH
2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 APRIL 2009



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