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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

116

203206/26
Company number

03302749

Name of company

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

Date of creation of the charge

19 April 2007

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

A supplemental charge dated 19 April 2007 between, amongst others, the
Chargor and the Security Agent (as defined below) (**the Security Agreement**)

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 Security Agreement contravening Section 151 of the Companies
Act 1985 (as each term is defined in this Form 395) (**the Secured
Liabilities**)

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

Lloyds TSB Bank PLC, 25 Gresham Street, London, (**the Security Agent**)

Postcode EC2V 7HN

Presentor's name address and
reference (if any)

Allen & Overy LLP
40 Bank Street
London E14 5DU

NNA/11002-00544

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY



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L8V4NOVY

20/04/2007

425

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheets

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**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 20 April 2007

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

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

† delete as
appropriate

Notes

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

1. FIXED SECURITY

1.1 Creation of Fixed Security

- (a) The Chargor charges by way of a first legal mortgage the property specified in the Schedule to the Security Agreement under the heading Real Property
- (b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

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1.2 Confirmation

The Chargor confirms that, as security for the payment of the Secured Liabilities

- (a) it has charged in favour of the Facility Agent by way of first fixed charge the assets relating to the property specified in the Schedule and referred to in clauses 2 3 (Securities) to 2 6 (Book Debts etc) (inclusive) and clause 2 10 (Miscellaneous) of the Original Security Agreement, and
- (b) it has assigned to the Facility Agent by way of security the assets relating to the property specified in the Schedule and referred to in clauses 2 7 (Insurances) to 2 9 (Other Contracts) (inclusive) of the Original Security Agreement

2. PRESERVATION OF SECURITY

2.1 Continuing security

This security constituted by the Security Agreement is continuing and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

2.2 Additional security

The security constituted by the Security Agreement is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Finance Party for any Secured Liability

In this Form 395:

Additional Security has the meaning given to it in the Credit Agreement

Administrative Parties means an Arranger, the Facility Agent or the Security Agent

Arranger means Lloyds TSB Bank Plc

Borrower means Canary Wharf Funding (One) Limited

Charge of Shares means a charge of 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

Counterparty means any Lender which becomes a counterparty in accordance with the terms of the Credit Agreement

Credit Agreement means the £300,000,000 credit agreement dated 7 March 2006 between the Borrower, the Original Chargors and the Finance Parties

Facility means the credit facility made available under the Credit Agreement

Facility Agent means Lloyds TSB Bank Plc

Fee Letter means a letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrower or the Facility Agent and the Borrower, in each case setting out the amount of various fees referred to in the Credit Agreement

Finance Document means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) the Subordination Agreement,
- (d) a Duty of Care Agreement,
- (e) a Fee Letter,
- (f) a Transfer Certificate,
- (g) a Counterparty Accession Agreement,
- (h) a Chargor Accession Agreement,
- (i) a Tax Indemnity,
- (j) an Account Bank Undertaking,
- (k) and Irrevocable Direction,
- (l) each Irrevocable Power of Attorney Delegation, or
- (m) 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

Lender means the financial institutions lending under the Credit Agreement

Obligor means the Borrower and (to the extent that it is not released in accordance with the terms of the Credit Agreement) a Chargor

Original Security Agreement means the security agreement dated 14 March 2006 between amongst others, the Chargor and the Security Agent

Properties has the meaning given to it in the Credit Agreement

Security Assets means all assets of the Chargor the subject of any security created by the Security Agreement

Security Document means

- (a) each security agreement entered into by each Obligor in favour of the Security Agent (acting as agent for and on behalf of the Finance Parties),
- (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) designated as such by the Security Agent and the Borrower

Shareholder means each shareholder of an Obligor

Subordination Agreement means a subordination agreement, dated on or about the first Utilisation Date, entered into by, amongst others, certain Obligors and the Security Agent

Supplemental Security Agreement means a supplemental security agreement such amendments as the Security Agent may approve or reasonably require) entered into by the relevant Obligor in favour of the Security Agent

Tax Indemnity means an indemnity given by Canary Wharf Holdings Limited in favour of the Security Agent in relation to any SDLT payable as a result of HM Revenue and Customs determining that SDLT was or is due on a contribution of the Properties

Utilisation Date means the date on which the Facility is utilised

The charges and assignments granted by the Chargor under the Security Agreement are given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

A reference to any assets includes, unless the context otherwise requires, present and future assets

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03302749

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE DATED THE 19th APRIL 2007 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 20th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th APRIL 2007

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES