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COMPANIES FORM No. 395

185163/377

Particulars of a mortgage or charge

395

CHFP025

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this margin

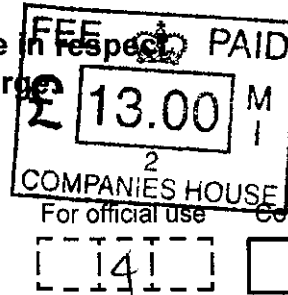
Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

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)



Company number

3441740

Name of company

* CW Leasing DS7F Limited (the **Relevant Chargor**)

Date of creation of the charge

23 May 2005

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

Intercompany Loan Security Agreement dated 23 May 2005 between the Obligors (including but not limited to the **Relevant 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 Lender

Postcode E14 5LB

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

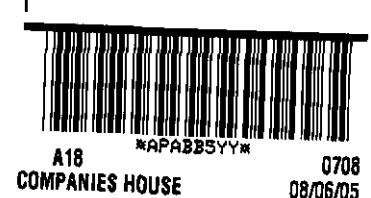
Allen & Overy LLP
One New Change
London
EC4M 9QQ

SCR/JEC/Bk:2770579

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

06/06/05

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ (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 the property mortgaged or charged:

Land

- (a) The Relevant Chargor charges:
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 5 (Real Property) of the Deed (a copy of which is annexed to this continuation sheet as Annex A) in which the Relevant Chargor has any estate or interest; and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (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 Relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

Securities

- (a) The Relevant Chargor charges by way of a first ranking equitable mortgage its interest in all Shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
- (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

Plant and machinery

The Relevant Chargor charges by way of a first fixed charge all plant and machinery owned by the Relevant Chargor and its interest in any plant or machinery in its possession.

Credit balances

The Relevant Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Intercompany Loan Agreement or the Deed) it has with any person and the debt represented by it.

Book debts etc.

The Relevant Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

Insurances

The Relevant Chargor charges by way of a first fixed charge all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

Hedging

The Relevant Chargor assigns by way of security absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any interest rate hedging arrangements.

Other contracts

The Relevant Chargor assigns by way of security absolutely, subject to a proviso for re-assignment on redemption, all of its rights in relation to:

- (a) each Lease Document;
- (b) all Rental Income;
- (c) any guarantee of Rental Income contained in or relating to any Lease Document;
- (d) each appointment of a Managing Agent;
- (e) any agreement relating to the purchase of a Mortgaged Property; and
- (f) any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause.

Miscellaneous

The Relevant Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

Floating charge

- (a) The Relevant Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 1 (Creation of Security) of the Deed.
- (b) Except as provided below, the CWF Security Agent may by notice to the Relevant Chargor convert the floating charge created by this subclause within the Deed into a fixed charge as regards any of such Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the CWF Security Agent, acting reasonably, considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by subclause 2.11 (Floating charge) of the Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000.
- (d) The floating charge created by subclause 2.11 (Floating charge) of the Deed will automatically convert into a fixed charge over all of the Relevant Chargor's assets if an administrator is appointed in respect of the Relevant Chargor or the CWF Security Agent receives notice of an intention to appoint an administrator in respect of the Relevant Chargor.

The floating charge created by subclause 2.11 (Floating charge) of the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

Restriction on dealings

Security

Except as expressly allowed in the Intercompany Loan Agreement, the Relevant Chargor may not create or permit to subsist any Security Interest on any Security Asset (except for the Security).

Disposals

Except as expressly allowed in the Intercompany Loan Agreement, the Relevant Chargor may not sell, transfer, licence, lease or otherwise dispose of any Security Asset.

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 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 or Senior Security Document (as the case may be) and where the context so requires, includes the buildings on that Mortgaged Property.

Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a 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.

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

CW Group means CWGP and its Subsidiaries.

Company Name: CW Leasing DS7F Limited

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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.

Event of Default means an event specified as such in clause 21 (Default) of the Intercompany Loan Agreement.

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

Facility Agent means Citibank, N.A., London Branch.

Finance Party means the Lender or the CWF Security Agent.

Guarantor means an Original Guarantor or an Additional Guarantor.

Intercompany Loan Agreement means the £750,000,000 intercompany loan agreement dated 19th May, 2005 between (among others) the Lender, the Relevant Chargor 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 Document means:

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(a) the Deed;

(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).

Lease Document means:

(a) an Agreement for Lease;

(b) an Occupational Lease; or

(c) any other document designated as such by the Senior Facility Agent and the Lender in accordance with the Senior Facility Agreement.

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.

Occupational Lease means each lease, licence or other occupational interest granted by the relevant Obligor 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 Mortgaged Property.

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

Original Guarantor means the companies listed in 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.

Relevant Shares means:

- (a) in relation to CW Properties FC3 Limited, all its shares in the issued share capital of CW Leasing FC3 Limited;
- (b) in relation to CW Properties DS7B Limited, all its shares in the issued share capital of CW Leasing DS7B Limited;
- (c) in relation to CW Properties B2 Limited, all its shares in the issued share capital of CW Leasing B2 Limited; and
- (d) in relation to CW Properties DS7F Limited, all its shares in the issued share capital of CW Leasing DS7F Limited.

Rental Income means the aggregate of all amounts paid or payable to or for the benefit or account of the Obligors in connection with the letting of any part of any Mortgaged Property, including (without duplication or limiting the generality of the foregoing) each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any increase of rent payable by virtue of an offer falling within the proviso to Section 3(1) of the Landlord and Tenant Act 1927;

- (c) any rent payable by virtue of a determination made by a court under Section 24(A) of the Landlord and Tenant Act 1954 net of the costs of the court proceedings;
- (d) any sum received or receivable from any deposit held as security for performance of a tenant's obligations, to the extent the same is applied in or towards meeting rental obligations;
- (e) a sum equal to any apportionment of rent allowed in favour of any Obligor;
- (f) any other moneys paid or payable in respect of occupation and/or usage of that Mortgaged Property and any fixture and fitting on that Mortgaged Property including any fixture or fitting on that Mortgaged Property for display or advertisement, on licence or otherwise;
- (g) any mesne profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of the costs of those proceedings;
- (h) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the relevant Obligor from any party) in furtherance of such proceedings so taken or claim so made;
- (i) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (j) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document or occupancy agreement;
- (k) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document;
- (l) any Tenant Contributions; and
- (m) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by any Obligor.

Security Assets means all assets of each Chargor (including the Relevant 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 any Relevant Shares or other shares the subject of the security created by the Deed.

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.

Tenant Contributions means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Mortgaged Property:

- (a) by way of contribution to:
 - (i) insurance premia;
 - (ii) the cost of an insurance valuation;
 - (iii) a service charge in respect of an Obligor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Mortgaged Property; or
 - (iv) a sinking fund; or
- (b) which represents value added tax or similar taxes including, without limitation, any part of any of the items listed in paragraphs (a) to (m) of the definition of Rental Income which represents VAT.

U.K. means the United Kingdom.

VAT means valued added tax as imposed under the Value Added Tax Act 1994 and includes any other tax of a similar fiscal nature, whether imposed in the U.K. (instead of or in addition to VAT) or imposed elsewhere.

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 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 21 (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 asset.
- (h) Any covenant of the Relevant Chargor under the Deed (other than a payment obligation) remains in force during the Security Period.
- (i) The terms of the other Intercompany Loan Finance Documents and of any side letters between any Parties in relation to any Intercompany Loan Finance Document are incorporated in the Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in the Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (j) If the CWF Security Agent, acting reasonably, considers that an amount paid to a Finance Party under an 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.
- (k) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

ANNEX A
REAL PROPERTY

BUILDING B2 (EXCLUDING RETAIL) - 7 WESTFERRY CIRCUS			
Current Property Interest	Title Number	Proprietor	Quality of title
Freehold	EGL357830 (transfer to be registered)	Canary Wharf Investments (B2) Limited	Absolute
Headlease of whole	EGL310845	Seven Westferry Circus Limited	Absolute
Underlease of Floors 6 and 7 of even date	To be registered	Westferry Circus Properties (B2) Limited	Absolute title to be applied for
Underlease of Floors 3, 4 and 5 of even date	To be registered	Westferry Circus (B2) Limited	Absolute title to be applied for
Overriding Lease of Floors 1, 2 and 8 (legal interest only) (Lease 1)	EGL366085 (transfer to be registered)	Westferry Circus Investments (B2) Limited	Absolute
Overriding Lease of Floors 1, 2 and 8 (being beneficial interest only) (Lease 1)	N/A	Indural Holdings Limited	N/A
Agreement for Overriding Lease of even date of Floors 1, 2 and 8	N/A	Westferry Circus (B2) Limited	N/A
Lease dated 7 th November 1997 of Floors 1, 2 and 8 (Lease 2)	EGL367122	CW Leasing (B2) Limited	Absolute
PARCEL FC3 - 25 THE NORTH COLONNADE			
Current Property Interest	Title Number	Proprietor	Quality of title
Freehold	EGL357831	CWC SPVd Limited	Absolute
Overriding lease of FC-3 (Lease 1) legal interest only	EGL366084 (Transfer to be registered)	Canary Wharf Investments (FC3) Limited	Absolute
Overriding lease of FC-3 (Lease 1) beneficial interest only	N/A	Indural Holdings Limited	N/A
Agreement for grant of further overriding	N/A	CW Properties FC3 Limited	N/A

lease (Lease 3A) of FC3 of even date			
Lease of FC-3 (Lease 2)	EGL367123	CW Leasing FC3 Limited	Absolute
PARCEL FC6 (EXCLUDING RETAIL) - 30 THE SOUTH COLONNADE			
Current Property Interest	Title Number	Proprietor	Quality of title
Freehold	EGL343429	CWE SPVf Limited	Absolute
Overriding Lease (Reuters premises only)	EGL348332	CWE SPVg Limited	Absolute

PARCEL DS7 (EXCLUDING RETAIL) - 1 CANADA SQUARE -			
Freehold - CWC SPVa Limited			
<i>Property description:</i> All that freehold property known as One Canada Square, Canary Wharf, London E14 being the property comprised in a transfer dated 30 June 1998 from CWE SPVa Limited (1) to CWC SPVa Limited (2), registered at the Land Registry under Title Number EGL343413.			
Overriding Lease of Floors 5, 6, 10, 25, 26, 27, 29 and 30 – CWCB Properties (DS7) Limited			
<i>Property description:</i> All that leasehold property known as Floors 5, 6, 10, 25, 26, 27, 29 and 30, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 5 September 1996 and made between First Tower T1 Limited and First Tower T2 Limited (1) CWE SPV HCo Limited (2) Canary Wharf Management Limited (3) CWE SPVc Limited (4) and CWE SPVb Limited (5), as the same is registered at the Land Registry under Title Number EGL350220.			
Lease of Floors 5, 6, 10, 25, 26, 27, 29 and 30 - CWE SPVc Limited			
<i>Property description:</i> All that leasehold property known as Floors 5, 6, 10, 25, 26, 27, 29 and 30, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease dated 22 December 1995 and made between First Tower T1 Limited and First Tower T2 Limited (1) Canary Wharf Limited (2) and Canary Wharf Management Limited (3), as the same is registered at the Land Registry under title number EGL343401.			
Overriding Underlease of Floors 7, 8 and 9 - CWCB Properties (DS7) Limited			
<i>Property description:</i> All that leasehold property known as Floors 7, 8 and 9, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease of today's date and made between Canary Wharf Investments (Three) (1), CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3) as the same will be registered at the Land Registry.			
Overriding Underlease of Floor 28 – CWCB Properties (DS7) Limited			
<i>Property description:</i> All that leasehold property known as Floor 28, One Canada Square, Canary			

Wharf, London E14 being the property comprised in a lease of today's date and made between Canary Wharf Investments (Three) (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

Overriding Underlease of Floors 11-16 and of part of Floor M1 and part of Level B1 - CWCB Properties (DS7) Limited

Property description: All that leasehold property known as Floors 11, 12, 14, 15 and 16, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease of today's date and made between Canary Wharf Investments (Three) (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

All that leasehold property known as part of Floor M1 and part of Level B1, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease of today's date and made between Canary Wharf Investments (Three) (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

Overriding Underlease of Floors 18-24 - CWCB Properties (DS7) Limited

Property description: All that leasehold property known as Floors 18 to 24 (inclusive), One Canada Square, Canary Wharf, London E14 being the property comprised in a lease of today's date and made between Canary Wharf Investments (Four) Limited (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

Overriding Lease of Floor 17 and Floors 32-35 - CWC SPVc Limited

Property description: The bare legal estate only in the leasehold property known as Floor 17 and Floors 32-35, One Canada Square, Canary Wharf, London E14 comprised in a lease dated 6 October 1997 made between CWE SPVb Limited and CWC SPVb Limited (1) Canary Wharf Limited (2) CWE SPVh Limited (3) and Canary Wharf Management Limited (4), as the same is registered at the Land Registry under Title Number EGL365262.

Agreement for Lease of Floor 17 and Floors 32-35 - CW Properties DS7F Limited

Property description: Agreement for the grant of a Lease of Floor 17 and Floors 32-35 One Canada Square, Canary Wharf, London E14 dated 7 October 1997 made between Canary Wharf Limited (1) Robert Fleming (Overseas) No. 2 Limited (2) CW Properties DS7F Limited (3) and Canary Wharf Management Limited (4).

Agreement for Lease of Floor 17 and Floors 32-35 - CWCB Properties (DS7) Limited

Property description: Agreement for the grant of a lease of Floor 17 and Floors 32-35 One Canada Square, Canary Wharf, London E14 of today's date made between Canary Wharf Properties DS7F Limited (1) CWCB Properties (DS7) Limited (2) Canary Wharf Management Limited (3) and Canary Wharf Limited (4).

Pass Through Lease of Floor 17 and Floors 32-35 - CW Leasing DS7F Limited

Property description: All that leasehold property known as Floor 17 and Floors 32-35 One Canada Square, Canary Wharf, London E14 comprised in a lease dated 7 October 1997 made between Canary Wharf Limited (1) Canary Wharf Limited (as 1987 Lease Tenant) (2) CW Leasing DS7F Limited (3) and Canary Wharf Management Limited (4), as the same is registered at the Land Registry under Title Number EGL365265.

Overriding Underlease of Floor 31 - CWCB Properties (DS7) Limited

Property description: All that leasehold property known as Floor 31, One Canada Square, Canary Wharf, London E14 being the property comprised in a lease of today's date made between CWC SPVe Limited (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

Overriding Lease of Floors 36-49 - CWC SPVc Limited

Property description: The bare legal estate only in the leasehold property known as floors 36-49 One Canada Square, Canary Wharf, London E14 comprised in a lease dated 29 September 1997 made between CWC SPVb Limited (1) Canary Wharf Limited (2) CWC SPVe Limited (3) and Canary Wharf Management Limited (4), as the same is registered at the Land Registry under Title Number EGL364740.

Agreement for Lease of Floors 36-49 - CW Properties DS7B Limited

Property description: Agreement for the grant of a Lease of Floors 36-49 One Canada Square, Canary Wharf, London E14 dated 30 September 1997 and made between Canary Wharf Limited (1) Mercantile Leasing Company (No. 165) Limited (2) CW Properties DS7B (3) and Canary Wharf Management Limited (4).

Agreement for Lease of Floors 36-49 - CWCB Properties (DS7) Limited

Property description: Agreement for the grant of a lease of Floors 36-49 One Canada Square, Canary Wharf, London E14 of today's date made between Canary Wharf Properties DS7B Limited (1) CWCB Properties (DS7) Limited (2) Canary Wharf Management Limited (3) and Canary Wharf Limited (4).

Pass Through Lease of Floors 36-49 - CW Leasing DS7B Limited

Property description: All that leasehold property known as Floors 36-49 One Canada Square, Canary Wharf, London E14 comprised in a lease dated 30 September 1997 and made between Canary Wharf Limited (1) Canary Wharf Limited (as 1987 Lease Tenant) (2) CW Leasing DS7B Limited (3) and Canary Wharf Management Limited (4), as the same is registered at the Land Registry under Title Number EGL364745.

Company Name: CW Leasing DS7F Limited
Company Number: 3441740
Continuation Sheet
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Overriding Underlease of Floor 50 - CWCB Properties (DS7) Limited

Property description: All that leasehold property known as Floor 50, One Canada Square, Canary Wharf, London E14, being the property comprised in a lease of today's date and made between CWC SPVa Limited (1) CWCB Properties (DS7) Limited (2) and Canary Wharf Management Limited (3), as the same will be registered at the Land Registry.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03441740

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN INTERCOMPANY LOAN SECURITY AGREEMENT DATED THE 23rd MAY 2005 AND CREATED BY CW LEASING DS7F LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH 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 8th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JUNE 2005.

P. J.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —