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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £10 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

2783384

Name of company

* Pillar (Dartford) Limited (the "Chargor")

Date of creation of the charge

10th December, 2003

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

Security agreement dated 10th December, 2003 between, amongst others, the Chargor and The Royal Bank of Scotland plc (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 or Article 58 of the Companies (Jersey) Law 1991 (the "Secured Liabilities").

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

The Royal Bank of Scotland plc (the "Facility Agent"), 135 Bishopsgate, London

Postcode EC2M 3UR

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

Allen & Overy
One New Change
London EC4M 9QQ

JONL/WC/BK:1180983

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See continuation sheet.

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)

N/A

Signed

Allen & Ovey

Date

19th December, 2003

On behalf of [company] [mortgagee/chargee] †

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Company: Pillar (Dartford) Limited
Company No: 2783384
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SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

1. Land

- (a) The Chargor charges:
- (i) by way of a first legal mortgage all its estates or interests in any freehold or leasehold property specified in the Schedule (Real Property) to this Form 395; and
 - (ii) (to the extent that they are not otherwise secured under a Standard Security or Northern Irish Security Document) by way of first fixed charge all its estates or interests in any Additional Property.
- (b) A reference in subclause 3.2 (Land) of the Deed 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.

2. Securities

- (a) The Chargor charges by way of a first fixed charge 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 subclause 3.4 (Securities) of the Deed 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.

3. Plant and Machinery

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

4. Credit Balances

The 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 it has with any person and the debt represented by it.

5. Book Debts etc.

The Chargor charges by way of a first fixed charge:

Company: Pillar (Dartford) Limited

Company No: 2783384

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- (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 clause 3.7(a) or (b) of the Deed.

6. Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, 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.

7. Hedging

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Arrangements.

8. Other Contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document;
- (b) in respect of all Rental Income;
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document;
- (d) under each appointment of a Managing Agent insofar as it relates to Security Assets;
- (e) in any agreement to which it is a party which relates to the sale of the Mortgaged Property and the Property Adviser's Agreement insofar as it relates to Security Assets;
- (f) under any agreement relating to the purchase of a Property by the Chargor (including any Sale and Purchase Agreement to which it is a party); and
- (g) under 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 clause 3 of the Deed.

9. Miscellaneous

The 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 all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset;

Company: **Pillar (Dartford) Limited**
Company No: **2783384**
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- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in clause 3.11(c) of the Deed;
- (e) its rights under each appointment of a Managing Agent;
- (f) its rights under any development agreement (including, without limitation, building contracts, consultants' appointments, collateral warranties and duty of care deeds) relating to a Property;
- (g) its rights under the Property Adviser's Agreement insofar as it relates to the Security Assets;
- (h) its rights under any agreement relating to the purchase of a Property by itself, Pillar No. 1., Yankgold, RBSTC or RBSI; and
- (i) its uncalled capital.

10. Exceptions to Fixed Security and Assignments

- (a) The fixed security and assignments from time to time constituted under clauses 3.2 (Land) to 3.11 (Miscellaneous) (inclusive) of the Deed do not extend to any asset situated in Scotland or otherwise governed by or subject to the laws of Scotland.
- (b) Clauses 3.6 (Credit balances), 3.10(f) (Other contracts) and 3.13(a) (Floating charge) (as applicable) of the Deed do not apply prior to 1st March, 2005 to the current account in the joint names of Pillar (Dartford) Limited (registration number 2783384) and Pillar Dartford No. 1 Limited (registration number 4385738) designated the **Dartford General Account** at Bank of Scotland, 38 Threadneedle Street, London with account number 00268929 (and for this purpose **Practical Completion** and **Phase 2 Works** have the meanings given to them in that Sale and Purchase Agreement).

11. Floating Charge

- (a) The Chargor charges by way of a first floating charge:
 - (i) all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 3 of the Deed; and
 - (ii) without exception, the whole of its undertaking and assets present and future in so far as they are situated in Scotland or are otherwise governed by Scots law including, without prejudice to that generality, the Chargor's interest in any property situated in Scotland.
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by this subclause into a fixed charge as regards all or any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Facility Agent has reasonable grounds for considering 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.

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- (c) The floating charge created by subclause 3.13 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 3.13 of the Deed will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by subclause 3.13 of the Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

N.B. Security

Except as expressly allowed in the Credit Agreement, the Chargor may not create or permit to subsist any Security Interest on any Security Asset (except for the Security created under the Deed and any Security Interest under any other Security Document).

N.B. Disposals

Except as expressly allowed in the Credit Agreement, the Chargor may not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject only to the floating charge created under the Deed.

In this Form 395:

Accession Agreement means a Counterparty Accession Agreement or a Chargor Accession Agreement.

Additional Counterparty means a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement.

Additional Partnership Interest means an English limited partnership interest which is acquired and becomes subject to the security created by a Security Document after the first Utilisation Date.

Additional Property means any real property the security over which is created by a Security Document entered into after the first Utilisation Date, as described in that Security Document and, where the context so requires, includes the buildings on that Additional Property.

Administrative Party means the Arranger or the Facility Agent.

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

Arranger means The Royal Bank of Scotland plc.

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Assignment in Security means an assignment in security entered into or to be entered into by an Obligor in favour of the Facility Agent in connection with the Facility.

Assignment of Rent means an assignment of rent entered into or to be entered into by an Obligor in favour of the Facility Agent in connection with the Facility.

Borrower means RBSTC or RBSI.

Chargor Accession Agreement means a letter, substantially in the form of Part 2 of Schedule 2 (Form of Accession Documents) of the Credit Agreement.

Credit Agreement means the £250,000,000 credit agreement dated 10th December, 2003 between (among others) the Chargor and the Facility Agent.

Commitment means:

- (a) for the Original Lender, the amount set opposite its name in Part 1 of Schedule 1 (Original Chargors 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.

Counterparty means the Original Counterparty or an Additional Counterparty.

Counterparty Accession Agreement means a letter, substantially in the form of Part 3 of Schedule 5 (Form of Accession Documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Duty of Care Agreement means:

- (a) a duty of care agreement entered into or to be entered into between the Facility Agent, a Managing Agent and certain Obligors in relation to the management of a Property;
- (b) a duty of care agreement entered into or to be entered into between the Facility Agent, the Property Adviser and the Borrowers; or
- (c) (if a project monitor is appointed by or on behalf of any Obligor in relation to the development of a Property) a duty of care agreement entered into or to be entered into between the Facility Agent, that project monitor and that Obligor.

Event of Default means an event specified as such in clause 20 (Default) of the Credit Agreement.

Facility means a credit facility made available under the Credit Agreement.

Facility Agent means The Royal Bank of Scotland plc.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrowers setting out the amount of certain fees referred to in the Credit Agreement.

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Finance Party means a Lender, a Counterparty or an Administrative Party.

Finance Document means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) any Hedging Arrangement;
- (d) a Subordination Agreement;
- (e) a Duty of Care Agreement;
- (f) a Fee Letter;
- (g) a Transfer Certificate;
- (h) an Accession Agreement; or
- (i) any other document designated as such by the Facility Agent and the Borrowers.

General Account means the account designated as such under the terms of the Credit Agreement.

Hedging Arrangement means any interest hedging arrangement entered into by the Borrowers in connection with interest payable under the Credit Agreement.

Holder means the registered holder of a Unit.

Indirect Interest means:

- (a) a Partnership Interest; or
- (b) a Trust of Land Interest.

Jersey Account Charge means the security agreement between the Borrowers and the Facility Agent which creates a security interest in the General Account, in such form agreed between the Parties.

Lease Document means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Facility Agent and the Borrowers.

Lender means:

- (a) the Original Lender; or
- (b) any person which becomes a Lender after the date of the Credit Agreement.

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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.

Majority Lenders means, at any time, Lenders:

- (a) whose share in the outstanding Loans and whose undrawn Commitments then aggregate $66\frac{2}{3}$ per cent. or more of the aggregate of all the outstanding Loans and the undrawn Commitments of all the Lenders;
- (b) if there is no Loan then outstanding, whose undrawn Commitments then aggregate $66\frac{2}{3}$ 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 $66\frac{2}{3}$ per cent. or more of the Total Commitments immediately before the reduction.

Manager means Schroder Property Managers (Jersey) Limited.

Managing Agent means CB Richard Ellis, Montagu Evans, FPD Savills or any other managing agent appointed by or on behalf of the Borrowers or the Manager in respect of each Property with the approval of the Facility Agent (such consent not to be unreasonably withheld or delayed).

Mortgaged Property means all freehold, heritable or leasehold property included in the definition of Security Assets including any heritable property situated in Scotland.

Northern Irish Security Document means a mortgage or other security document executed or to be executed by the Borrowers, the Chargor, Pillar No. 1 or Yankgold in favour of the Facility Agent in respect of a Property situated in Northern Ireland in connection with the Facility.

Obligor means a Borrower, the Manager, the Chargor, Pillar No. 1 or Yankgold.

Occupational Lease means any occupational lease or licence or other right of occupation to which a Property may at any time be subject.

Original Counterparty means The Royal Bank of Scotland plc.

Original Lender means The Royal Bank of Scotland plc.

Original Partnership Interest means the limited partnership interest of the Borrowers in the Gallions Reach Beckton Limited Partnership (registered in England and Wales with registration number LP8956).

Original Property means a property listed in Part 2 of Schedule 1 (Original Chargors and Properties) of the Credit Agreement as described in a Security Document and, where the context so requires, includes the buildings on that Original Property.

Partnership Interest means:

- (a) an Original Partnership Interest; or
- (d) an Additional Partnership Interest.

Company: Pillar (Dartford) Limited
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Party means a party to the Credit Agreement.

Pillar No. 1 means Pillar Dartford No. 1 Limited.

Pillar Property means Pillar Property Group Limited (registered in England and Wales with registration number 2570618).

Property means:

- (a) an Original Property; or
- (b) an Additional Property.

Property Adviser means:

- (a) Pillar Property Management Limited (Registered number 2793828) so long as its obligations under the Property Adviser's Agreement are guaranteed by Pillar Property; or
- (b) any replacement Property Adviser appointed by the Borrowers from time to time in accordance with the Trust Instrument and the Credit Agreement.

Property Adviser's Agreement means:

- (a) the agreement dated 22nd September, 2000 between the Borrowers, the Manager and the Property Adviser as amended by a supplemental agreement dated on or about the 28th November, 2001; or
- (b) any replacement agreement between the Borrowers, the Manager and the Property Adviser.

RBSI means RBSI Trust Company Limited.

RBSTC means The Royal Bank of Scotland Trust Company (Jersey) Limited.

Rental Income means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting of any part of a Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of an Obligor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;

Company: Pillar (Dartford) Limited
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- (f) any sum paid or payable, or the value of any consideration given, for the surrender, renunciation or variation of any Lease Document;
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document;
- (h) any Tenant Contributions;
- (i) any sum paid or payable by a vendor of a Property to an Obligor on a quarterly basis which is intended to reflect the absence of rent in respect of all or part of that Property and which has been approved in advance as Rental Income by the Majority Lenders (acting reasonably); or
- (j) 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 an Obligor.

Sale and Purchase Agreement means:

- (a) the agreement dated 28th March, 2002 between the Chargor and Questsmart Limited (now Pillar No. 1), the Borrowers and Pillar Property PLC; or
- (b) any other sale and purchase agreement in respect of a Property in form and substance satisfactory to the Majority Lenders.

Security Agreement means a security agreement in the form of Schedule 6 (Form of Security Agreement) of the Credit Agreement with such amendments as the Facility Agent and the Borrowers may agree.

Security Asset means all assets of the Chargor the subject of any security created by the Deed.

Security Document means:

- (a) a Security Agreement;
- (b) a Standard Security;
- (c) a Jersey Account Charge;
- (d) an Assignment of Rent;
- (e) an Assignment in Security;
- (f) a Northern Irish Security Document;
- (g) a Supplemental Security Agreement;
- (h) 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
- (i) any other document designated as such by the Facility Agent and the Borrowers.

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Security Interest means any mortgage, pledge, lien, charge, standard security, assignation, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

Standard Security means any Scottish law standard security entered into or to be entered into by an Obligor in favour of the Facility Agent in connection with the Facility.

Subordination Agreement means a subordination agreement entered into by an Obligor, a Holder and the Facility Agent, substantially in the form of Schedule 7 (Form of Subordination Agreement) of the Credit Agreement with such amendments as the Facility Agent and the Borrowers may agree.

Supplemental Security Agreement means a supplemental security agreement in the form of Schedule 8 (Form of Supplemental Security Agreement) of the Credit Agreement with such amendments as the Facility Agent and the Borrowers may agree.

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

- (a) 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 Property;
 - (iv) a sinking fund; or
- (b) value added tax or similar taxes.

Total Commitments means the aggregate of the Commitments of all the Lenders.

Transfer Certificate means a certificate, substantially in the form of Part 1 of Schedule 5 (Form 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 Borrowers.

Trust means the close ended unit trust scheme constituted by the Trust Instrument and known as The Hercules Unit Trust.

Trust Fund means all the assets (including the Properties and Indirect Interests) of the Trust from time to time.

Trust Instrument means the trust instrument dated 22nd September, 2000 between the Borrowers and the Manager, as amended and restated by deeds dated 27th September, 2001, 28th November, 2001, 11th April, 2002 and 29th April, 2003.

Trust of Land Interest means a beneficial interest in a trust of land (as defined in the Trusts of Land and Appointment of Trustees Act 1996) located in England and Wales which is acquired and becomes subject to the security created by a Security Document after the first Utilisation Date.

Company: Pillar (Dartford) Limited

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Unit means an individual share in the Trust Fund and includes fractions of a Unit.

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

Yankgold means Yankgold Limited (registered in England and Wales with company number 4979511).

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SCHEDULE

REAL PROPERTY

All that freehold land and buildings known as Prospect Place Retail Park, Dartford registered at HM Land Registry under title numbers K614137, K761740, K643759, K65342 and K164549.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02783384

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 10th DECEMBER 2003 AND CREATED BY PILLAR (DARTFORD) 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 22nd DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th DECEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —