

MG01

Particulars of a mortgage or charge

108243/13



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LASFORM

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to re-
particulars of a charge for a S
company. To do this, please use
form MG01s

MONDAY



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LD4

23/07/2012

#73

COMPANIES HOUSE

For official use

1 Company details

Company number 0 2 7 8 3 3 8 4

Company name in full Pillar (Dartford) Limited
(the "Chargor")

10

→ **Filing in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d1 d9 m0 m7 y2 y0 y1 y2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A legal charge dated 19 July 2012 (the "**Legal Charge**") created by the
Chargor in favour of Lloyds TSB Bank plc as trustee for each of the
Finance Parties (the "**Security Trustee**").

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future obligations and liabilities
(whether actual or contingent, whether owed
jointly, severally or in any other capacity
whatsoever and whether originally incurred by an
Obligor or by some other person) of each Obligor to
the Finance Parties (or any of them) under each of
the Finance Documents (the "**Secured Obligations**").

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	Lloyds TSB Bank plc	
Address	25 Gresham Street	
	London	
Postcode	E C 2 V 7 H N	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	See attached continuation page.	

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None.

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X *Clifford Chance LLP*

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Rohini Kharkar

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 LEGAL CHARGE</p> <p>The Chargor charges with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property</p> <p>2 DEFINED TERMS</p> <p>In this Form MG01 the following terms have the following meanings</p> <p>"Additional Counterparty" means any person which becomes a Counterparty after the date of the Facility Agreement (with the approval of the Agent if not a Finance Party) pursuant to Clause 24 7 (<i>Additional Counterparties</i>) of the Facility Agreement</p> <p>"Agent" means Lloyds TSB Bank PLC as agent for the Finance Parties</p> <p>"Arrangers" means each of Metropolitan Life Insurance Company, The Royal Bank of Scotland plc, and the Agent in their capacities as arrangers</p> <p>"Assignment in Security" means an assignment in security in relation to a Scottish Property executed or to be executed by an Obligor or a Third Party Chargor in favour of the Security Trustee</p> <p>"Assignment of Rents" means an assignment of rent in relation to a Scottish Property executed or to be executed by an Obligor or a Third Party Chargor in favour of the Security Trustee</p> <p>"Borrower" means Hercules Unit Trust acting by its joint trustees BNP Paribas Securities Services Trust Company Limited a company incorporated in Jersey with registration number 14168 and BNP Paribas Securities Services Trust Company (Jersey) Limited a company incorporated in Jersey with registration number 6043</p> <p>"British Land" means The British Land Company PLC, a company incorporated in England and Wales with registered number 621920</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 7 (<i>Form of Compliance Certificate</i>) to the Facility Agreement or in any other form agreed between the Borrower and the Agent</p> <p>"Controlled Property" means each Property from time to time which is wholly and indirectly, beneficially and legally owned by the Borrower, being at the date of the Facility Agreement each of the properties referred to in Part 2 (<i>The Controlled Properties</i>) of Schedule 9 (<i>Properties and Indirect Interests</i>) to the Facility Agreement as supplemented, replaced or substituted from time to time in accordance with the terms of the Facility Agreement</p> <p>"Co-ordinator" means The Royal Bank of Scotland plc in its capacity as co-ordinator</p> <p>"Co-ownership Deed" means the co-ownership deed relating to Valentine Retail Park, Lincoln dated 20 March 2006 made between Castle Square Developments Limited and The Royal Bank of Scotland Trust Company (Jersey) Limited and RBSI Trust Company Limited as the trustees of the</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Valentine Unit Trust (as amended or supplemented from time to time)</p> <p>"Counterparty" means each Original Counterparty, each Additional Counterparty and each bank or financial institution appointed as a Counterparty pursuant to Clause 24 8 (<i>Replacement of Counterparty</i>) of the Facility Agreement save to the extent it has ceased to be a Counterparty under the Facility Agreement</p> <p>"Direct Property" means each of those directly owned properties listed in Part 1 of Schedule 9 (<i>The Properties</i>) of the Facility Agreement, together the "Direct Properties" and each a "Direct Property" as supplemented, replaced or substituted from time to time in accordance with the terms of the Facility Agreement</p> <p>"Duty of Care Deed" means each duty of care deed between the relevant Obligors, the Agent, the Security Trustee and a Managing Agent in relation to the management of any Property, substantially in the agreed form</p> <p>"Facility Agreement" means the £350,000,000 term and revolving loan facility agreement dated 18 May 2012 and made between, amongst others, the Arrangers, the Agent, the Security Trustee, the Lenders and the Borrower</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between</p> <ul style="list-style-type: none"> (a) the Arrangers and the Borrower, (b) the Agent and the Borrower, (c) the Co-ordinator and the Borrower, or (d) the Security Trustee and the Borrower, <p>setting out any of the fees referred to in Clause 11 (<i>Fees</i>) of the Facility Agreement</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> (a) the Facility Agreement, (b) any Compliance Certificate, (c) any Floating Hedging Arrangement, (d) each Fee Letter, (e) each Duty of Care Deed, (f) each Transaction Security Document, (g) the Subordination Agreement, 	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(h) each Utilisation Request, and

(i) any other document designated as a "Finance Document" by the Agent and the Obligors' Agent

"Finance Party" means the Agent, the Arranger, a Lender, a Counterparty, the Security Trustee and any other party designated in writing as a Finance Party from time to time by the Agent and the Borrower

"Floating Hedging Arrangement" has the meaning given to such term in Clause 9.1 (*Hedging*) of the Facility Agreement

"Indirect Interest" means

(a) a Unit Trust Interest,

(b) a Trust of Land Interest, or

(c) a Partnership Interest

"Indirect Interest Property" means

(a) a Unit Trust Property,

(b) a Trust of Land Property, or

(c) a Partnership Property,

in which an Obligor has an interest (whether directly or indirectly) but not the entire interest being, at the date of the Facility Agreement, each of the properties referred to in Part 3 (*The Indirect Interest Properties*) of Schedule 9 (*Properties and Indirect Interests*) of the Facility Agreement as supplemented, replaced or substituted from time to time in accordance with the terms of the Facility Agreement

"Jersey Account Charge" means the security agreement between the Borrower and the Security Trustee which creates a security interest in the Borrower's accounts

"Jersey Share Charge" means any share charge entered into or to be entered into by any Obligor or Third Party Chargor in favour of the Security Trustee over the shares in any company incorporated in Jersey which is a wholly owned Subsidiary of any Obligor or Third Party Chargor and which holds any Indirect Interest

"Jersey Unit Charge" means any charge granted by any Obligor or Third Party Chargor or any Subsidiary of any Obligor or Third Party Chargor in favour of the Security Trustee over the units in any Unit Trust incorporated in Jersey

Lender" means

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) any Original Lender, and</p> <p>(b) any bank, building society, insurance company, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 2 2 (<i>Increase</i>), Clause 24 (<i>Changes to the Finance Parties</i>) of the Facility Agreement,</p> <p>which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p>"Managing Agent" means Munroe K Asset Management Limited, Savills Commercial Limited or any other managing agent appointed by the Borrower or British Land in respect of a Property in accordance with Clause 22 2 (<i>Managing Agents</i>) of the Facility Agreement as appropriate</p> <p>"Mortgaged Property" means the freehold and leasehold property located at Prospect Place Retail Park, Dartford with Title Numbers K761740, K643759, K765342 and K164549</p> <p>"Obligor" means the Borrower and each chargor listed in Part 2 of Schedule 1 (<i>The Original Parties</i>) to the Facility Agreement</p> <p>"Obligors' Agent" means the Borrower appointed to act on behalf of each other Obligor in relation to the Finance Documents pursuant to Clause 2 4 (<i>Obligors' Agent</i>) of the Facility Agreement</p> <p>"Original Counterparty" means Lloyds TSB Bank plc and The Royal Bank of Scotland plc</p> <p>"Original Lenders" means Lloyds TSB Bank plc, Metropolitan Life Insurance Company and The Royal Bank of Scotland plc</p> <p>"Partnership" means an English, Jersey or Guernsey limited partnership in which the Borrower holds a Partnership Interest</p> <p>"Partnership Interest" means an English, Jersey or Guernsey limited partnership interest which is acquired and is intended to become subject to the security created by a Transaction Security Document after the first Utilisation Date</p> <p>"Partnership Property" means any real property owned by a Partnership in which the Borrower holds a Partnership Interest</p> <p>"Party" means a party to the Facility Agreement</p> <p>"Property" means a Direct Property, a Controlled Property, a Resting on Contract Property and an Indirect Interest Property</p> <p>"Resting on Contract Properties" means each of the properties listed in Part 4 (<i>The Resting on Contract Properties</i>) of Schedule 9 (<i>Properties and Indirect Interests</i>) to the Facility Agreement as supplemented, replaced or substituted from time to time in accordance with the terms of the Facility Agreement</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Scottish Property" means any property situated in Scotland</p> <p>"Scottish Specific Floating Charge" means a floating charge governed by Scots law granted by the Borrower in favour of the Security Trustee, in each case charging the Borrowers' interest in a Scottish Property only and relating to no other assets or undertaking</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Security Agreement" means a security agreement in the agreed form, executed or to be executed by each Obligor (and any Third Party Chargor where applicable) in favour of the Security Trustee</p> <p>"Security Asset" means any asset of any Obligor or Third Party Chargor which is, or is purported to be, subject to any security granted under any Transaction Security Document</p> <p>"Share Charge " means a share charge in the agreed form, executed or to be executed by an Obligor or a Third Party Chargor where applicable in favour of the Security Trustee</p> <p>"Standard Security" means each Scots law standard security granted in respect of a Scottish Property in favour of the Security Trustee</p> <p>"Subordination Agreement" means the subordination agreement entered into or to be entered into between each Obligor as an original chargor, each Obligor as an original junior creditor, the Agent and the Security Trustee</p> <p>"Subsidiary" means</p> <p>(a) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, and</p> <p>(b) in respect of Jersey companies, a subsidiary within the meaning of Articles 2 and 2A of the Companies (Jersey) Law, 1991</p> <p>"Third Party Chargor" means any party other than an Obligor which agrees to grant Security in favour of the Security Trustee which, at the date of the Facility Agreement, shall be each of the parties listed in Part 3 (<i>The Third Party Chargors</i>) of Schedule 1 (<i>The Original Parties</i>) to the Facility Agreement</p> <p>"Transaction Security Documents" means:</p> <p>(a) each Security Agreement,</p> <p>(b) each Share Charge,</p> <p>(c) each Legal Charge,</p> <p>(d) each Standard Security (if relevant),</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(e) each Scottish Specific Floating Charge (if relevant),</p> <p>(f) each Assignment in Security (if relevant),</p> <p>(g) each Assignment of Rents (if relevant),</p> <p>(h) the Jersey Account Charge,</p> <p>(i) each Jersey Share Charge,</p> <p>(j) each Jersey Unit Charge,</p> <p>(k) any ranking agreement in respect of any of the Transaction Security Documents,</p> <p>(l) any other document creating, evidencing or granting Security in favour of the Security Trustee in respect of the obligations of the Borrower under the Finance Documents, and</p> <p>(m) any other document designated as such by the Security Trustee and the Obligors' Agent</p> <p>"Trust of Land" means a trust of land in which the Borrower (directly or indirectly) holds a Trust of Land Interest</p> <p>"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 held or acquired by an Obligor and is or is intended to become after the first Utilisation Date subject to the security created by a Transaction Security Document and expressly includes all interests under the Co-ownership Deed whilst the relevant property is a Security Asset</p> <p>"Trust of Land Property" means the Obligor's interest in each Trust of Land Property listed in Part 3 of Schedule 9 (<i>The Properties</i>) to the Facility Agreement and an Obligor's interests in any other property owned by way of a Trust of Land as supplemented, replaced or substituted from time to time in accordance with the terms of the Facility Agreement</p> <p>"Unit Trust" means a unit trust investing in commercial property in which the Borrower holds a direct or indirect Unit Trust Interest</p> <p>"Unit Trust Interest" means a unit trust interest which is held or acquired by the Borrower (directly or indirectly) and is or is intended to become subject to the security created by a Transaction Security Document after the first Utilisation Date</p> <p>"Unit Trust Property" means an Obligor's interest in any other real property owned by a Unit Trust in which the Borrower (directly or indirectly) holds a Unit Trust Interest</p> <p>"Utilisation" means any utilisation under the Facility Agreement</p> <p>"Utilisation Date" means the date of a Utilisation</p> <p>"Utilisation Request" means the notice substantially in the form set out in Schedule 3 (<i>Utilisation</i></p>	

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6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

Request) to the Facility Agreement



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 2783384
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 19 JULY
2012 AND CREATED BY PILLAR (DARTFORD) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO THE FINANCE PARTIES (OR ANY OF THEM)
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 23 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JULY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES