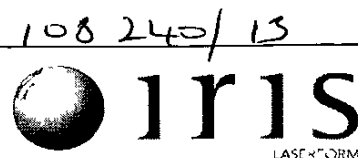


MG01

Particulars of a mortgage or charge



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

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

MONDAY



LD4 *L1DRK360* #61
23/07/2012
COMPANIES HOUSE

1 Company details

Company number 0 2 7 8 3 3 8 4

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

For official use
→ **Filling 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 security agreement (the "Security Agreement") dated 19 July 2012
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 4
10
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

MG01

Particulars of a mortgage or charge

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

MG01

Particulars of a mortgage or charge

7

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

MG01

Particulars of a mortgage or charge



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

MG01 - continuation page

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>1 FIXED SECURITY</p> <p>1 1 Mortgage</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 in which it has an interest</p> <p>1 2 Assignment by way of Security</p> <p>The Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 2 1 (<i>Mortgage</i>) of the Security Agreement and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets</p> <p>(a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property and all other Related Rights including without limitation the Lease Documents and the Headleases,</p> <p>(b) any Rental Income and Net Disposal Proceeds and the right to make demand for and receive the same, and</p> <p>(c) each of the Construction Documents and all notices and other documents given under or in connection with the Construction Documents and all other Related Rights.</p> <p>1 3 Fixed charges</p> <p>The Chargor charges with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 2 1 (<i>Mortgage</i>) of the Security Agreement or assigned pursuant to Clause 2 2 (<i>Assignment by way of Security</i>) of the Security Agreement) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets</p> <p>(i) the Real Property and all Related Rights,</p> <p>(ii) <u>book and other debts</u> and monetary claims owing to it and any proceeds of those debts and claims to the extent such claims and proceeds relate (in any way) to any Real Property and all Related Rights,</p>	

MG01 - continuation page

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>(iii) plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels in respect of any Real Property owned by any Chargor and all Related Rights,</p> <p>(iv) any Insurance Policies and all proceeds paid or payable thereunder and all Related Rights,</p> <p>(v) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered, and</p> <p>(vi) each of the assets which are specified in Clause 2.2 (<i>Assignment by way of Security</i>) of the Security Agreement</p> <p>The Security Agreement contains covenants for further assurance and a negative pledge</p> <p>2 DEFINED TERMS</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</p> <p>"Agreement for Lease" means an agreement to grant an Occupational Lease of part of a Direct Property, Controlled Property or Resting on Contract Property or an Indirect Interest Occupational Lease of part of an Indirect Interest Property respectively</p> <p>"Arrangers" means each of the Agent, Metropolitan Life Insurance Company and The Royal Bank of Scotland plc</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</p>	

MG01 - continuation page

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>England and Wales with registered number 621920</p> <p>"Charged Assets" means each of the assets of the Chargor which from time to time are subject of any Security created or expressed to be created by it in favour of the Security Trustee by or pursuant to the Security Agreement and any Legal Charge</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 7 (<i>Form of Compliance Certificate</i>) of the Facility Agreement or in any other form agreed between the Borrower and the Agent</p> <p>"Construction Documents" means those agreements listed in Schedule 5 (<i>Construction Documents</i>) of the Security Agreement</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>) of 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</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 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 Interest Lease Document" means a Lease Document relating to any Property (or part of a Property) other than an Indirect Interest Property</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 facility agreement dated 18 May 2012, between, amongst</p>	

MG01 - continuation page

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>others, the Borrower, the Arranger, the Agent, the Security Trustee, the Lenders and the Original Counterparties(each as defined in the Facility Agreement as amended, varied, novated or supplemented from time to time</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, (h) each Utilisation Request, and (i) any other document designated as a "Finance Document" by the Agent and the Obligors' Agent <p>"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</p> <p>"Floating Hedging Arrangement" has the meaning given to such term in Clause 9 1 (<i>Hedging</i>) of the Facility Agreement.</p>	

MG01 - continuation page

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>"Headlease" means</p> <p>(a) a lease under which an Obligor holds title to a Direct Property, a Controlled Property, an Indirect Interest Property or a Resting on Contract Property or any part of a Direct Property, a Controlled Property, an Indirect Interest Property or a Resting on Contract Property, and</p> <p>(b) a lease under which a chargor or a Third Party Chargor holds title to any Indirect Interest Property</p> <p>"Indirect Interest" means</p> <p>(a) a Unit Trust Interest,</p> <p>(b) a Trust of Land Interest; or</p> <p>(c) a Partnership Interest.</p> <p>"Indirect Interest Income" means any amounts paid or to be paid directly to an Obligor pursuant to the terms of any Unit Trust Instrument where the Obligors own only a partial interest in the Unit Trust (and without double counting), any amounts distributed to the Borrower (by way of distribution, payment of interest or repayment of principal owed to the Borrower or otherwise) by a wholly owned Subsidiary which holds the Borrower's interest in the relevant Unit Trust Instrument that are attributable to a Unit Trust Interest (excluding, for the avoidance of doubt, all amounts received by the Borrower in connection with the disposal (in whole or in part) of any asset of such Unit Trust or wholly owned Subsidiary)</p> <p>"Indirect Interest Occupational Lease" means any lease or licence or other right of occupation or right to receive rent or other fees for occupation to which an Indirect Interest Property or part of an Indirect Interest Property may at any time be subject.</p> <p>"Indirect Interest Property" means</p> <p>(a) a Unit Trust Property,</p> <p>(b) a Trust of Land Property, or</p> <p>(c) a Partnership Property,</p> <p>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 (<i>The Indirect Interest Properties</i>) of Schedule 9 (<i>Properties and Indirect Interests</i>) of the Facility Agreement as supplemented, replaced or substituted from time to time in accordance with the terms of the Facility Agreement</p> <p>"Indirect Interest Property Rental Income" means the Indirect Interest Share of the</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="328 367 1038 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 465 1525 611">aggregate of all amounts paid or payable to or for the account of the relevant Unit Trust or Partnership (the "Recipient") in connection with the letting, use or occupation of any part of the relevant Indirect Interest Property (other than a Trust of Land Property) held by that Unit Trust or Partnership, including (without double counting),</p> <ul style="list-style-type: none"> <li data-bbox="328 645 1107 678">(a) rent, licence fees and equivalent amounts paid or payable, <li data-bbox="328 712 1353 745">(b) a sum equal to any apportionment of rent allowed in favour of the Recipient, <li data-bbox="328 779 1525 880">(c) any other monies paid or payable in respect of occupation or usage of the relevant Indirect Interest Property and any fixture and fitting on the relevant Indirect Interest Property including any fixture or fitting for display or advertisement, on licence or otherwise, <li data-bbox="328 913 1525 992">(d) any sum paid or payable under the policy of insurance in respect of loss of rent or interest on rent, <li data-bbox="328 1025 1525 1093">(e) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document in respect of the relevant Indirect Interest Property; <li data-bbox="328 1126 1525 1193">(f) any sum paid or payable by any guarantor or any other surety of any occupational tenant under any Lease Document in respect of the relevant Indirect Interest Property, <li data-bbox="328 1227 1034 1261">(g) any Indirect Interest Property Tenant Contributions, <li data-bbox="328 1294 1525 1440">(h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to in paragraphs (a) to (g) above less any related fees and expenses incurred by the Recipient which have not been reimbursed by another person, and <li data-bbox="328 1473 1525 1541">(i) any amount which represents VAT in respect of the items referred to in paragraphs (a) to (h) above <p data-bbox="328 1574 1525 1641">"Indirect Interest Property Share" means an Obligor's interest (whether direct or indirect) in an Indirect Interest Property</p> <p data-bbox="328 1675 1525 1854">"Indirect Interest Property Tenant Contributions" means the Indirect Interest Share of any monies paid or payable to the Borrower or the owner of an Indirect Interest Property (excluding a Trust of Land Property) by a tenant under an Indirect Interest Occupational Lease or by any other occupier of an Indirect Interest Property (excluding a Trust of Land Property) by way of</p> <ul style="list-style-type: none"> <li data-bbox="376 1888 884 1921">a) contribution to or reimbursement of <ul style="list-style-type: none"> <li data-bbox="472 1955 788 1989">(i) insurance premiums,

MG01 - continuation page

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>(ii) the cost of an insurance valuation,</p> <p>(iii) a service charge to cover costs incurred by the Borrower or the owner of an Indirect Interest Property (excluding a Trust of Land Property) in performing any managing, maintaining or repairing obligation relating to the relevant Indirect Interest Property or in providing services to any tenant of the relevant Indirect Interest Property,</p> <p>(iv) ground rent due under any relevant Headlease,</p> <p>(v) a sinking fund, or</p> <p>(vi) any liability incurred by a tenant under an Indirect Interest Occupational Lease or expenses incurred by or on behalf of the Borrower or owner of an Indirect Interest Property (excluding a Trust of Land Property) for a breach of covenant where such amount is or is to be applied by the Borrower or owner of an Indirect Interest Property (excluding a Trust of Land Property) in remedying any such breach or discharging such expenses, and</p> <p>b) any amount which represents VAT in respect of the items referred to in paragraph (a) above</p> <p>"Indirect Interest Share" means:</p> <p>(a) a Unit Trust Share,</p> <p>(b) a Trust of Land Share, or</p> <p>(c) a Partnership Share</p> <p>"Insurance Policy" means any policy or contract of insurance entered into by or on behalf of the Borrower in respect of the Security Assets (specifically including the Indirect Interest Properties) in accordance with the Finance Documents</p> <p>"Jersey Account Charge" means the security agreement between the Borrower and the Security Trustee which creates a security interest in the Borrower's accounts</p> <p>"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</p> <p>"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</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="325 367 1038 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 465 951 499">the units in any Unit Trust incorporated in Jersey</p> <p data-bbox="325 533 667 566">"Lease Document" means</p> <ul data-bbox="325 600 1278 831" style="list-style-type: none"> <li data-bbox="325 600 683 633">(a) an Agreement for Lease; <li data-bbox="325 667 667 701">(b) an Occupational Lease, <li data-bbox="325 734 911 768">(c) an Indirect Interest Occupational Lease, or <li data-bbox="325 801 1278 831">(d) any other document designated as such by the Agent and the Borrower. <p data-bbox="325 864 1511 931">"Legal Charge" means each legal charge entered into by an Obligor or Third Party Chargor in favour of the Security Trustee which is supplemental to the Security Agreement</p> <p data-bbox="325 965 544 999">"Lender" means</p> <ul data-bbox="325 1032 1511 1205" style="list-style-type: none"> <li data-bbox="325 1032 687 1066">(a) any Original Lender, and <li data-bbox="325 1099 1511 1205">(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 data-bbox="325 1238 1511 1305">which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p data-bbox="325 1339 1511 1485">"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 data-bbox="325 1518 1511 1619">"Mortgaged Property" means the freehold and leasehold property specified in the schedule to each Legal Charge and any freehold or leasehold property specified in Schedule 2 (<i>Mortgaged Property</i>) of the Security Agreement</p> <p data-bbox="325 1653 1511 1944">"Net Disposal Proceeds" means all sums other than Rental Income, Indirect Interest Property Rental Income, Trust of Land Rental Income or Indirect Interest Income (as applicable), received by an Obligor or a Third Party Chargor whether from purchasers or others, on the disposal of, or the grant or creation of an interest (other than pursuant to a Lease Document) in, any Property (excluding any Indirect Interest Property), Indirect Interest Property Share or Indirect Interest or any part of them and, where the disposal relates to only part of that Property, Indirect Interest Property Share or Indirect Interest, in respect of the relevant part, including</p> <ul data-bbox="325 1977 1511 2011" style="list-style-type: none"> <li data-bbox="325 1977 1511 2011">(a) any sums of a capital nature derived from any Property (excluding any Indirect Interest 	

MG01 - continuation page

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>Property) Indirect Interest Property Share or any Indirect Interest or any dealing with them and, where the disposal relates to only part of that Property, Indirect Interest Property Share or Indirect Interest, in respect of the relevant part, and</p> <p>(b) any compensation or damages received for any use or disturbance, blight or compulsory purchase affecting any Property (excluding any Indirect Interest Property), Indirect Interest Property Share or Indirect Interest or any part of it and, where the disposal relates to only part of that Property, Indirect Interest Property Share or Indirect Interest, in respect of the relevant part, (excluding any amount received in respect of dilapidations), in each case after deduction of all reasonable costs and expenses directly and properly incurred in connection with that disposal, grant or creation and after deduction of any Tax incurred or required to be paid by the Obligor or Third Party Chargor in connection with that disposal (as reasonably determined by that Obligor or Third Party Chargor on the basis of existing rates and taking account of any available credit, deduction or allowance)</p> <p>"New Asset" means any property or indirect interest in a property which becomes a new asset in accordance with the terms of Clause 22 14 (<i>New Asset</i>) of the Facility Agreement</p> <p>"Obligor" means the Borrower and each chargor listed in Part 2 of Schedule 1 (<i>The Original Parties</i>) of 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>"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent or other fees for occupation to which a Direct Property, a Controlled Property, a Resting on Contract Property or any part of a Direct Property, a Controlled Property or a Resting on Contract Property may at any time be subject</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</p>	

MG01 - continuation page

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>Borrower holds a Partnership Interest.</p> <p>"Partnership Share" means, in relation to a Partnership Interest, the percentage of the total partnership interests in the relevant Partnership when that Partnership Interest is added or substituted by the Borrower</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>"Real Property" means (including as provided in Clause 1 6 (<i>Real Property</i>) of the Security Agreement), the Mortgaged Property and any present or future freehold or leasehold property constituting a New Asset or a Substitute Asset and any other interest in such land or buildings and all rights relating thereto in which a chargor has an interest and in relation to which a Legal Charge may be entered into</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any moneys and proceeds paid or payable in respect of that asset</p> <p>"Rental Income" means the aggregate of all amounts paid or payable to or for the account of an Obligor in connection with the letting, use or occupation of any part of the Properties (excluding any Indirect Interest Property), including (without double counting)</p> <p>(a) rent, licence fees and equivalent amounts paid or payable,</p> <p>(b) a sum equal to any apportionment of rent allowed in favour of an Obligor,</p> <p>(c) any other monies paid or payable in respect of occupation or usage of the Properties (excluding any Indirect Interest Property) and any fixture and fitting on the Properties (excluding any Indirect Interest Property) including any fixture or fitting for display or advertisement, on licence or otherwise,</p> <p>(d) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="323 367 1034 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="323 465 1509 539">(e) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Direct Interest Lease Document,</p> <p data-bbox="323 568 1509 642">(f) any sum paid or payable by any guarantor or any other surety of any occupational tenant under any Direct Interest Lease Document,</p> <p data-bbox="323 672 699 705">(g) any Tenant Contributions,</p> <p data-bbox="323 734 1509 875">(h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to in paragraphs (a) to (g) above less any related fees and expenses incurred by an Obligor which have not been reimbursed by another person, and</p> <p data-bbox="323 904 1509 978">(i) any amount which represents VAT in respect of the items referred to in paragraphs (a) to (h) above</p> <p data-bbox="323 1008 1509 1149">"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>) of the Facility Agreement as supplemented, replaced or substituted from time to time in accordance with the terms of the Facility Agreement</p> <p data-bbox="323 1178 1102 1211">"Scottish Property" means any property situated in Scotland</p> <p data-bbox="323 1240 1509 1357">"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 data-bbox="323 1386 1509 1460">"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 data-bbox="323 1489 1509 1563">"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 data-bbox="323 1592 1509 1666">"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 data-bbox="323 1695 1509 1769">"Standard Security" means each Scots law standard security granted in respect of a Scottish Property in favour of the Security Trustee</p> <p data-bbox="323 1798 1509 1915">"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 data-bbox="323 1944 584 1977">"Subsidiary" means</p>	

MG01 - continuation page

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>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>"Substitute Asset" means any property or indirect interest which becomes a substitute asset in accordance with the terms of Clause 22 15 (<i>Substitution of Property</i>) of the Facility Agreement</p> <p>"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)</p> <p>"Tenant Contributions" means any monies paid or payable to the Borrower by a tenant under a Direct Interest Lease Document or by any other occupier of a Direct Property, a Controlled Property or a Resting on Contract Property by way of</p> <p>(a) contribution to or reimbursement of</p> <p>(i) insurance premiums,</p> <p>(ii) the cost of an insurance valuation,</p> <p>(iii) a service charge to cover costs incurred by the Borrower in performing any managing, maintaining or repairing obligation relating to the relevant Direct Property, Controlled Property or Resting on Contract Property or in providing services to any tenant of any such Property, or</p> <p>(iv) ground rent due under any relevant Headlease,</p> <p>(v) a sinking fund, or</p> <p>(vi) any liability incurred by a tenant under a Direct Interest Lease Document or expenses incurred by or on behalf of the Borrower for a breach of covenant where such amount is or is to be applied by the Borrower in remedying any such breach or discharging such expenses, and</p> <p>(b) any amount which represents VAT in respect of the items referred to in paragraph (a) above</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</i></p>	

MG01 - continuation page

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><i>Original Parties</i>) of the Facility Agreement</p> <p>"Transaction Security Documents" means</p> <ul style="list-style-type: none"> (a) each Security Agreement; (b) each Share Charge, (c) each Legal Charge, (d) each Standard Security (if relevant), (e) each Scottish Specific Floating Charge (if relevant), (f) each Assignment in Security (if relevant); (g) each Assignment of Rents (if relevant), (h) the Jersey Account Charge, (i) each Jersey Share Charge, (j) each Jersey Unit Charge, (k) any ranking agreement in respect of any of the Transaction Security Documents; (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 (m) any other document designated as such by the Security Trustee and the Obligors' Agent <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>) of 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>	

MG01 - continuation page

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

"Trust of Land Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Obligor that holds any Trust of Land Interest (the **"Holder"**) in connection with the letting, use or occupation of any part of the relevant Property held by that Trust of Land, including (without double counting),

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) a sum equal to any apportionment of rent allowed in favour of the Holder,
- (c) any other monies paid or payable in respect of occupation or usage of the relevant Trust of Land Property and any fixture and fitting on the relevant Trust of Land Property including any fixture or fitting for display or advertisement, on licence or otherwise,
- (d) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (e) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document in respect of the relevant Trust of Land Property,
- (f) any sum paid or payable by any guarantor or any other surety of any occupational tenant under any Lease Document in respect of the relevant Trust of Land Property;
- (g) any Trust of Land Tenant Contributions,
- (h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to in paragraph (a) to (g) above less any related fees and expenses incurred by the Holder which have not been reimbursed by another person, and
- (i) any amount which represents VAT in respect of the items referred to in paragraphs (a) to (h) above

"Trust of Land Share" means, in relation to a Trust of Land Interest, the percentage of the total beneficial interests in the relevant Trust of Land.

"Trust of Land Tenant Contributions" means any monies paid or payable to the Holders by a tenant under a Lease Document or by any other occupier of the relevant Property by way of

- a) contribution to or reimbursement of.
 - (i) insurance premiums,
 - (ii) the cost of an insurance valuation;

MG01 - continuation page

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>(iii) a service charge to cover costs incurred by the Holders in performing any managing, maintaining or repairing obligation relating to the relevant Property or in providing services to any tenant of any such Property, or</p> <p>(iv) ground rent due under any relevant Headlease,</p> <p>(v) a sinking fund, or</p> <p>(vi) any liability incurred by a tenant under a relevant Lease Document or expenses incurred by or on behalf of a Holder for a breach of covenant where such amount is or is to be applied by the Holder in remedying any such breach or discharging such expenses, and</p> <p>b) any amount which represents VAT in respect of the items referred to in paragraph (a) above</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 Instrument" means an instrument constituting a Unit Trust</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>"Unit Trust Share" means, in relation to a Unit Trust Interest, the percentage of the total beneficial interests in the relevant Unit Trust</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 Request</i>) of the Facility Agreement</p> <p>"VAT" means.</p> <p>(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112), and</p> <p>(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a)</p>	

MG01 - continuation page

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

above, or imposed elsewhere (including, without limitation, any tax payable pursuant to the Goods and Services (Jersey) Law 2007)



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. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT 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

DN

