

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

[S I I I]

2783384

Name of company

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

Date of creation of the charge

17th September, 2002.

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

Debenture dated 17th September, 2002 between the Chargor, the Dartford Partnership, Pillar Dartford No. 1 Limited and the Agent (as defined below) (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 each 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 (the "Secured Liabilities"). The term "Finance Document" includes all amendments and supplements including supplements providing for further advances.

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

Eurohypo AG, London Branch, Winchester House, 1 Great Winchester Street, London as agent and trustee for the Finance Parties (the "Agent").

Postcode EC2N 2DB

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

Allen & Overy
One New Change
London
EC4M 9QQ

Ref: NJV/MON/BK: 995215

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

0414
01/10/02

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)

Nil

Signed

Allen & Overy

Date

27.09.02

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

1. FIXED SECURITY

The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Agent:

- (a) by way of a first legal mortgage:
 - (i) each property specified in Schedule 1; and
 - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in sub-paragraph (i) above) now or hereafter belonging to it;
- (b) by way of first mortgage, the beneficial interest of the Chargor in each property specified in Schedule 1; and
- (c) by way of a first fixed charge:
 - (i) its legal and beneficial interest in the Partnership and its assets;
 - (ii) (to the extent that they are not the subject of an effective mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
 - (iii) all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession;
 - (iv) all moneys standing to the credit of any account (including, without limitation, any Security Account), other than any account of the kind referred to in Clause 11.1(b) (Designation of Accounts) of the Credit Agreement, with any person and the debts represented by them;
 - (v) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
 - (vi) all of the Chargor's book and other debts, the proceeds of the same and all other moneys due and owing to the Chargor and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
 - (vii) (to the extent they are not subject to an effective assignment under Clause 2.2 (Assignment)) of the Deed all its rights under each Development Document;
 - (viii) (to the extent they are not subject to an effective assignment under Clause 2.2 (Assignment)) of the Deed all its rights under any Hedging Arrangements;
 - (ix) (to the extent they are not subject to an effective assignment under Clause 2.2 (Assignment)) of the Deed all its rights under each Lease Document and the Partnership Agreement;

- (x) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (xi) its goodwill;
- (xii) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in this paragraph 1 and the right to recover and receive all compensation which may be payable to it in respect of them;
- (xiii) its uncalled capital;
- (xiv) its rights under the appointment of any Managing Agent of the Mortgaged Property; and
- (xv) its rights under the agreement or agreements relating to the purchase of the Mortgaged Property by (amongst others) the Chargor.

The charges, mortgages and assignments granted by the Chargor under this Deed are given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

The Chargor assigns absolutely to the Agent by way of security:

- (a) all Rental Income;
- (b) any guarantee of Rental Income contained in or relating to any Lease Document;
- (c) all its rights under each Development Document;
- (d) all its rights under the Partnership Agreement; and
- (e) all its rights under any Hedging Arrangements.

2. FLOATING CHARGE

The Chargor, as security for the payment of all of the Secured Liabilities, charges in favour of the Agent by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by Clause 2 (Fixed Security) of the Deed.

The Agent may by notice to the Chargor convert the floating charge created by the Deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice if:

- (a) an Event of Default is outstanding; or
- (b) the 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.

3. RESTRICTIONS ON DEALING

The Chargor shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed or permitted under Clause 17.8 (Negative pledge) of the Credit Agreement; or
- (b) sell, transfer, grant, or, subject to Clause 19.2 (Occupational Leases) of the Credit Agreement, lease or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under Clause 3.1 (Creation of floating charge) or as permitted by Clause 17.10 (Disposals) of the Credit Agreement.

A reference in this Deed to a charge or mortgage of any freehold or leasehold property includes:

- (a) all buildings and Fixtures on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) 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.

In this Form 395:

"Agreement for Lease"

means an agreement to grant an Occupational Lease of all or part of the Property.

"Architect"

means Mountford Piggott Partnership or such other firm or company of architects as may be appointed by the Borrower in accordance with Clause 18.6 (Contractor and Consultants) of the Credit Agreement.

"Arranger"

means Eurohypo AG, London Branch.

"Bank"

means a person listed in Schedule 1 to the Credit Agreement as a Bank.

"Borrower"

means Pillar Dartford No. 1 Limited and Pillar (Dartford) Limited carrying on their activities in partnership (the **"Partnership"**) under the name of the Dartford Partnership.

"Building Contract"

means the building contract dated 29th July, 2002 between the Borrower and the Contractor, including all documents scheduled or appended to that contract.

"Collateral Warranty"

means each collateral warranty granted or to be granted by a Warranty Consultant in favour of the Agent in relation to the Development.

"Consultant"

means the Architect, the Project Manager, the Engineers, the Quantity Surveyor, the Environmental Consultant, the Landscape Architect, the Services Consultant or any other consultant with a design responsibility in respect of the Development appointed by the Borrower in accordance with Clause 18.6 (Contractor and Consultants) of the Credit Agreement.

"Consultant Appointment"

means an agreement for the appointment by the Borrower of a Consultant.

"Contractor"

means Kier Regional Limited or such other building contractors as may be appointed by the Borrower in accordance with Clause 18.6 (Contractor and Consultants) of the Credit Agreement.

"Credit Agreement"

means the £33,000,000 credit agreement dated 13th September, 2002 between, amongst others, the parties to the Deed.

"Development"

means the demolition of the existing buildings on the site and the construction of Phase 1 of the Property together with ancillary car parking, landscaping and servicing arrangements as described in the Specifications.

"Development Document"

means:

- (a) the Building Contract;
- (b) a Consultant Appointment;
- (c) a Collateral Warranty; or

any other document designated as such by the Agent and the Borrower.

"Engineers"

means Clark Nicholls & Marcel and Scott Wilson Kirkpatrick & Co. Limited or such other engineers as may be appointed by the Borrower in accordance with Clause 18.6 (Contractor and Consultants) of the Credit Agreement.

"Environmental Consultant"

means RPS Consultants Limited or such other firm or company of environmental consultants as may be appointed by the Borrower in accordance with Clause 18.6 (Contractor and Consultants) of the Credit Agreement.

"Event of Default"

means an event specified as such in Clause 20.1 (Events of Default) of the Credit Agreement.

"Fee Letter"

means the letter dated the date of the Credit Agreement between the Arranger and the Borrower setting out the amount of various fees referred to in Clause 22 (Fees) of the Credit Agreement.

"Finance Document"

means:

- (a) the Credit Agreement;
- (b) the Deed;
- (c) the Mortgage of Shares;
- (d) a Subordination Deed;
- (e) the Fee Letter;
- (f) any Hedging Arrangement;
- (g) a Novation Certificate; or

any other document designated as such by the Agent and the Borrower.

"Finance Party"

means the Arranger, a Bank or the Agent.

"Fixtures"

means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property but excluding tenant's fixtures where the Chargor is not the tenant and landlord's fixtures where the Chargor is not the landlord.

"Guarantor"

means Pillar Property Plc or Pillar Property Group Limited (together the **"Guarantors"**).

"Hedging Arrangements"

means any interest hedging arrangements entered into by the Borrower in connection with, or otherwise relating to, interest payable under the Credit Agreement.

"Insurances"

means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest.

"Landscape Architect"

means McGregor Smith or such other firm or company of landscape architects as may be appointed by the Borrower in accordance with Clause 18.6 (Contractor and Consultants) of the Credit Agreement.

"Lease Document"

means any Agreement for Lease or any Occupational Lease.

"Managing Agent"

means any managing agent of the Property appointed by the Borrower or the Partners in accordance with Clause 19.4 (Managing Agent) of the Credit Agreement.

"Mortgage of Shares"

means the mortgage of the shares executed or to be executed by a Guarantor in favour of the Agent, substantially in the form of Schedule 9 of the Credit Agreement.

"Mortgaged Property"

means any freehold or leasehold property the subject of the security created by the Deed.

"Novation Certificate"

has the meaning given to it in Clause 28.3 (Procedure for novations) of the Credit Agreement.

"Obligor"

means the Borrower, a Guarantor or either Partner.

"Occupational Lease"

means any occupational lease or licence or other right of occupation to which the Property may be subject from time to time.

"Parent"

means Pillar Property PLC (Registered in England and Wales No. 04450726).

"Partner"

means Pillar (Dartford) Limited or Pillar Dartford No.1 Limited.

"Partnership"

means the Dartford Partnership.

"Partnership Agreement"

means the deed of partnership dated 30th October, 1999 between Pillar (Dartford) Limited and Allied London (Dartford) Limited and the deed of adherence of Pillar Dartford No. 1 Limited dated 22nd March, 2002 pursuant to which Pillar Dartford No. 1 Limited replaced Allied London (Dartford) Limited as a Partner.

"Phase 1"

means a terrace of four retail warehouse units and associated access road and other infrastructure consisting of Section 1 to Section 14 (both inclusive) (as defined in the Building Contract).

"Project Manager"

means E C Harris or such other Project Manager as may be appointed by the Borrower in accordance with Clause 18.6 (Contractor and Consultants) of the Credit Agreement.

"Property"

means the land known as Prospect Place Retail Park, Dartford as more particularly described in schedule 1 to the Deed and, where the context so requires, means the buildings on the Property.

"Quantity Surveyor"

means Hanscomb (UK) Limited or such other firm or company of quantity surveyors as may be appointed by the Borrower in accordance with Clause 18.6 (Contractor and Consultants) of the Credit Agreement.

"Rental Income"

means the aggregate of all amounts payable to or for the benefit or account of any Obligor in connection with the letting of the Property or any part thereof, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable:

- (a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;

- (b) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927;
- (c) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954 or by virtue of a determination or award made by an arbitrator or expert appointed to determine rent on review under any Occupational Lease;
- (d) any sum received from any deposit held as security for performance of any tenant's obligations to the extent not held on trust for that tenant;
- (e) any other moneys, other than any apportionments of rent allowed in favour of any Obligor under the contract for the purchase of the Property, payable in respect of occupation and/or usage of the Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (f) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, that Obligor from any party) in furtherance of such proceedings so taken or claim so made;
- (h) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (i) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender, renunciation or variation of any Lease Document or occupancy agreement other than amounts in respect of the state and condition of the Property;
- (j) any sum payable by any guarantor of any occupational tenant under any Lease Document; and
- (k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same.

"Security Account"

means an account established under Clause 11 (Bank accounts) of the Credit Agreement.

"Security Assets"

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

"Security Interest"

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

"Services Consultant"

means Halloran Payne Associates Limited or such other firm or company of services consultants as may be appointed by the Borrower in accordance with Clause 18.6 (Contractor and Consultants) of the Credit Agreement.

"Specifications"

means the drawings, plans and specifications for the development which have been delivered to, and accepted by, the Agent in accordance with Clause 4.1 (Documentary conditions precedent) of the Credit Agreement, as the same may be varied from time to time in accordance with Clause 18.2 (Development) of the Credit Agreement.

"Subordinated Creditor"

means the Parent or a Subsidiary of the Parent that is a company incorporated in England and Wales and is a party to a Subordination Deed.

"Subordination Deed"

means a subordination deed executed or to be executed by a Subordinated Creditor, the Borrower and each Partner in favour of the Agent, substantially in the form of Schedule 10 of the Credit Agreement.

"Subsidiary"

means a subsidiary within the meaning of Section 736 of the Companies Act 1985.

"Warranty Consultants"

means the Contractor, the Architect, the Services Consultant, the Landscape Architect, the Engineers and any other consultant with a design responsibility in respect of the Development appointed by the Borrower in accordance with Clause 18.6 (Contractor and Consultants) of the Credit Agreement.

SCHEDULE 1

Real Property

- (a) Units 1 and 2, Prospect Place, Dartford, a freehold property registered under title number K614137.
- (b) Land to the Northwest of Hythe Street, Dartford, a freehold property registered under title numbers K643759, K765342 and K164549.
- (c) No. 6 Prospect Place, Dartford as registered under title number K761740.
- (d) Land on the south side of Westgate Road, Dartford as registered under title number K784901.

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 DEBENTURE DATED THE 17th SEPTEMBER 2002 AND CREATED BY PILLAR (DARTFORD) LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO EUROHYPO AG, LONDON BRANCH AS AGENT AND TRUSTEE FOR THE FINANCE PARTIES (THE "AGENT") ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st OCTOBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd OCTOBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —