

MG04

Statement that part [or the whole] of the property
charged (a) has been released from the charge,
(b) no longer forms part of the company's property



☒ **What this form is for**
You may use this form to
register a statement that part
or the whole of the property
has a) been released from
the charge or b) ceased to
form part of the property

☒ **What this form is NOT for**
You cannot use this form to
register a statement that part
the whole of the property a) h
been released from the charg
b) no longer forms part of the
company's property for a
company registered in Scotla
To do this, please use MG04

For further information, please
refer to our guidance at



LD6 23/11/2012 #69
COMPANIES HOUSE

1	Company details	2	For official use
Company number	5 1 7 7 0 1 7	<p>Filling in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>	
Company name in full	Caspar Property Nominee Holdings Limited (the "Company")		

2	Creation of charge	1	You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge'
Date charge created	0 6 1 0 2 0 0 4 /	2	The date of registration may be confirmed from the certificate
Description	The Jersey Security Agreement dated 6 October 2004 between the Company and the Bank of New York		
Date of registration	2 5 1 0 2 0 0 4 /		

3	Name and address of chargee(s), or trustee(s) for the debenture holders	<p>Continuation page Please use a continuation page if you need to enter more details</p>
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	The Bank of New York Mellon	
Address	One Canada Square, London	
Postcode	E 1 4 5 A L	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Continuation page

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

Short particulars

See attached continuation pages

5

Property released or ceased to belong to the company

I confirm that with respect to the charge described above that ¹

- ☐ part of the property
☒ the whole of the property

has ¹

- ☒ been released from the charge
☐ ceased to form part of the company's property or undertaking
☐ been released from the charge and ceased to form part of the company's property

¹ Please tick one box only

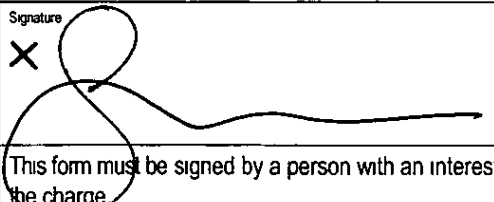
6

Signature

Please sign the form here

Signature

Signature

X  X

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

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Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ You have signed the form



Important information

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



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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Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

SCHEDULE 1, SECTION A - Definitions

In this Form MG04 the following terms have the following meanings:

"Acknowledgement (JPUT)" means an acknowledgement of receipt of a Notice of Assignment (JPUT) substantially in the form set out in Schedule 3 to the Jersey Security Agreement (Acknowledgement of Notice of Assignment -JPUT) and otherwise satisfactory to the JPUT Security Trustee (in its sole and absolute discretion);

"Acknowledgement (JFUT Possession)" means an acknowledgement of receipt of a Notice of Possessory Security (JPUT) substantially in the form set out in Schedule 6 to the Jersey Security Agreement (Acknowledgement of Notice of Possessory Security) and otherwise satisfactory to the JPUT Security Trustee (in its sole and absolute discretion),

"Acknowledgements" means Acknowledgements (Shares), Acknowledgements (JPUT) and Acknowledgements (JPUT Possession) as the context requires,

"Acknowledgement (Shares)" means an acknowledgement of receipt of a Notice of Assignment (Shares) substantially in the form set out in Schedule 8 to the Jersey Security Agreement (Acknowledgement of Notice of Assignment - Shares) and otherwise satisfactory to the JPUT Security Trustee (in its sole and absolute discretion),

"Class A Noteholders" means the bearers of any Class A Notes,

"Class A Notes" means the £392,500,000 Class A Secured Floating Rate Notes due 2014;

"Class B Noteholders" means the bearers of any Class B Notes,

"Class B Notes" means the £47,500,000 Class B Secured Floating Rate Notes due 2014;

"Class C Noteholders" means the bearers of any Class C Notes,

"Class C Notes" means the £47,500,000 Class C Secured Floating Rate Notes due 2014;

"Class D Noteholders" means the bearers of any Class D Notes,

"Class D Notes" means the £44,650,000 Class D Secured Floating Rate Notes due 2014;

"Closing Date" means 6 October 2004 (or such later date as may be agreed between the Issuer and The Royal Bank of Scotland plc and the JPUT Obligors),

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Short particulars

"Collateral" means the Junior JPUT Units and the Property Nominees Shares the subject of the Security Interests created pursuant to the Jersey Security Agreement and, for the avoidance of doubt, does not include Income (as defined respectively the Junior JPUT Instruments) arising in respect of any Junior JPUT,

"Conditions" means the terms and conditions of the Notes as scheduled to the Issuer Note Trust Deed as the same may be modified in accordance with the Issuer Note Trust Deed, and any reference to a numbered "Condition" is to the correspondingly numbered provision thereof;

"Couponholders" means the persons who for the time being are holders of the Coupons,

"Coupons" has the meaning given to it in Condition 2(a) (Form, Denomination and Title),

"Debtors" means the Senior JPUT Trustees, Henderson Caspar LP (a Scottish limited partnership with registered number SL005259) acting by its general partner the JPUT General Partner and the Property Nominee HoldCo,

"Duty of Care Agreement" means any agreement, in form and substance acceptable to the JPUT Security Trustee between (amongst others) the Property Manager and the JPUT Security Trustee in relation to the management of any Property,

"Investment Advisor" means Henderson Global Investors Limited, a company incorporated in England and Wales with registered number 906355, or any other person appointed by the Senior JPUT and/or JPUT Trust Manager to act as investment advisor for the Senior JPUT;

"Investment Advisor's Appointment" means the appointment by the Senior JPUT of the Investment Advisor as more particularly described in Schedule 4 (Unit Trust Documents) of the JPUT Facility Agreement,

"Issuer" means Epic (Caspar) plc, a public company with limited liability incorporated under the laws of England and Wales on 22 April 2004 with registered number 5109202 and having its registered office at 81/87 Gresham Street, London EC2V 7QE,

"Issuer Note Trust Deed" means the note trust deed dated on or about the Closing Date and made between the Issuer and the Issuer Trustee which expression includes such trust deed as from time to time modified or supplemented in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time so modified;

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"Issuer Trustee" means The Bank of New York, incorporated under the laws of the State of New York and acting through its London branch at One Canada Square, London E14 5AL in its capacity as Issuer Trustee under the Issuer Note Trust Deed or any successor trustee appointed pursuant to the Issuer Note Trust Deed for and on behalf of the Noteholders, the Couponholders and the Receiptholders,

"Jersey Security Agreement" or "JPUT Jersey Security Interest Agreement" means a Jersey security agreement dated 6 October 2004 and made between, inter alios, the Company and the JPUT Security Trustee,

"JPUT" means each of the Senior JPUT and each Junior JPUT,

"JPUT Account Bank Agreement" means an account bank agreement dated on or about the Closing Date between, inter alios, the Junior JPUT Trustees, the Senior JPUT Trustees, the JPUT General Partner, the JPUT SLP, the JPUT Security Trustee, the Transaction Cash Manager and the JPUT Account Bank,

"JPUT Account Bank" means the Royal Bank of Scotland plc acting through its branch at Premier Place, 2 1/2 Devonshire Square, London EC2M 4BA as account bank to the Junior JPUT Trustees, the Senior JPUT Trustees, the JPUT General Partner and the JPUT SLP or such other entity or entities appointed as account bank to the Senior JPUT Trustees, the Junior JPUT Trustees, the JPUT General Partner and the JPUT SLP from time to time, subject to and in accordance with the terms of the JPUT Account Bank Agreement,

"JPUT Deed of Charge" means the JPUT deed of charge dated on or about the date of the Jersey Security Agreement between (1) the persons listed in Schedule 1 thereto as JPUT Obligors, (2) Epic (Caspar) plc as issuer and (3) the JPUT Security Trustee,

"JPUT Facility Agreement" means the JPUT facility agreement dated on or about the date of the Jersey Security Agreement between (1) Epic (Caspar) plc, (2) the Senior JPUT Trustees as joint trustees of Henderson Caspar Property Fund (the "Senior JPUT Trust" as Borrower), (3) the persons listed in Schedule 1 thereto as guarantors, (4) The Royal Bank of Scotland plc as transaction cash manager and (5) the JPUT Security Trustee,

"JPUT Financing Instrument" means the instrument known as the JPUT Financing Instrument dated on or about the Closing Date and made between, inter alios, the Issuer, the Senior JPUT Trustees, the Junior JPUT Trustees and the JPUT Security Trustee,

"JPUT Fiscal Agency Agreements" means the Junior JPUT Fiscal Agency Agreements and the Senior JPUT Fiscal Agent Agency Agreement,

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Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

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Short particulars

"JPUT General Partner" means Henderson Caspar LP General Partner Limited a private company with limited liability incorporated under the laws of Scotland with company number SC270225, acting as general partner of the JPUT SLP and more particularly described in Part F of Schedule 1 (JPUT Guarantors) of the JPUT Facility Agreement;

"JPUT Obligors" means the chargors under the JPUT Deed of Charge and listed in Schedule 1 (JPUT Obligors) thereof and under Schedule 1, Section B (JPUT Obligors') below,

"JPUT Secured Creditors" means the Issuer and the JPUT Security Trustee,

"JPUT Secured Liabilities" means 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 a JPUT Obligor or by some other person) of each JPUT Obligor to the JPUT Secured Creditors (or any of them) under each of the JPUT Transaction Documents,

"JPUT Security Document" means each of:

- (a) each JPUT Deed of Charge and any JPUT Supplemental Deed of Charge;
 - (b) the JPUT Jersey Security Interest Agreement,
 - (c) each JPUT Standard Security;
 - (d) any document creating security for any JPUT Secured Liabilities; and
 - (e) any document designated as such by the JPUT Security Trustee and the Senior JPUT Trustees,
- together the "JPUT Security Documents";

"JPUT Security Trustee" means The Bank of New York, a company incorporated under the laws of the state of New York acting through its London branch at One Canada Square, London E14 5AL, acting in its capacity as security trustee to the JPUT Secured Creditors,

"JPUT SLP" means Henderson Caspar LP, a limited partnership constituted in Scotland having the registered number 5259, described in Part E of Schedule 1 (JPVT Guarantors) of the JPUT Facility Agreement;

"JPUT SLP Management Agreement" means the management agreement dated 17 August 2004 between the JPUT SLP and the JPUT SLP Manager,

"JPUT SLP Manager" means Henderson Global Investors Limited a private company with limited liability incorporated under the laws of England and Wales with registered number 906355 whose registered office is at 4 Broadgate, London EC2M 2DA, acting in its capacity as manager of the JPUT SLP pursuant to the terms of the JPUT SLP Management Agreement,

"JPUT Standard Security" means each standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 created over a Scottish Property pursuant to the JPUT Deed of Charge substantially in the form set out in Schedule 6 thereto,

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Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

"JPUT Transaction Documents" means:

- (a) the JPUT Facility Agreement,
- (b) the JPUT Deed of Charge;
- (c) the JPUT Jersey Security Interest Agreement;
- (d) the JPUT Standard Securities;
- (e) the JPUT Account Bank Agreement;
- (f) the UPA Primary Account Bank Agreement,
- (g) the UPA Secondary Account Bank Agreement;
- (h) the JPUT SLP Management Agreement;
- (i) each Property Manager's Appointment,
- (j) each Property Investment Advisor's Appointment;
- (k) the Investment Advisor's Appointment, (l) each Duty of Care Agreement;
- (m) the JPUT Financing Instrument;
- (n) the JPUT Fiscal Agency Agreements,
- (o) the Property Nominee HoldCo Corporate Services Agreement;
- (p) the Transaction Cash Management Agreement,
- (q) the UPA Corporate Services Agreement,
- (r) Unitholder Paying Agency Agreement,
- (s) the Tax Deed of Covenant,

and any other agreement, instrument or deed designated as such by a JPUT Obligor and the JPUT Security Trustee,

"JPUT Trust Manager" means from 28 September 2004 Henderson Funds Management (Jersey) Limited, a private company with limited liability incorporated under the laws of Jersey, Channel Islands with registered number 86274 whose registered office is at 11-15 Seaton Place, St Helier, Jersey JE4 0QH, and prior to 28 September 2004, Mourant & Co Secretaries Limited, also of 22 Grenville Street, St Helier, Jersey JE4 8PX, in each case for the relevant period acting in its capacity as trust manager of each Junior JPUT and the Senior JPUT;

"Junior JPUT" means each Jersey property unit trust listed in Schedule 1 to the Jersey Security Agreement,

"Junior JPUT Fiscal Agency Agreement" means a fiscal agency agreement dated 29 April 2004 (as amended and restated from time to time) in respect of each Junior JPUT between, inter alios, the Junior JPUT Trustees, the JPUT Trust Manager and the Junior JPUT Fiscal Agent,

"Junior JPUT Fiscal Agent" means Henderson Global Investors Limited, a private company with limited liability incorporated under the laws of England and Wales with registered number 906355 whose registered office is at 4 Broadgate, London EC2M 2DA, acting in its capacity as fiscal agent of each Junior JPUT;

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Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

"Junior JPUT Trustees" means BNP Paribas Jersey Trust Corporation Limited, a limited company with unlimited duration incorporated under the laws of Jersey, Channel Islands with company number 17296, having its registered office at BNP House, Anley Street, St. Helier, Jersey in its capacity as trustee of the Junior JPUTs ("Junior JPUT Trustee (No.1)") and Anley Trustees Limited, a limited company with unlimited duration incorporated under the laws of Jersey, Channel Islands with company number 58883, having its registered office at BNP House, Anley Street, St. Helier, Jersey in its capacity as trustee of the Junior JPUTs ("Junior JPUT Trustee (No 2)"), each a "Junior JPUT Trustee",

"Junior JPUT Instruments" means the instruments whose details are set out in Schedule 1 to the Jersey Security Agreement establishing the relevant Junior JPUT;

"Junior JPUT Units" means the units specified in Schedule 4 to the Jersey Security Agreement and any legal or beneficial interest in any other units in any other Junior JPUT now or hereafter owned by a Debtor;

"Junior JPUT Units Certificates of Title" means the certificates of title to the Junior JPUT Units,

"Law" means the Security Interests (Jersey) Law 1983, as amended,

"Noteholders" means the Class A Noteholders, the Class B Noteholders, the Class C Noteholders and the Class D Noteholders;

"Liabilities" means, in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgments, decrees, actions, proceedings or other liabilities whatsoever incurred by that person (including legal fees and penalties and any part of such items as represents any VAT);

"Notice of Assignment (JPUT)" means a notice of assignment with respect to the Junior JPUT Units or any part thereof substantially in the form set out in Schedule 2 to the Jersey Security Agreement (Notice of Assignment - JPUT) and otherwise satisfactory to the JPUT Security Trustee (in its sole and absolute discretion);

"Notice of Assignment (Shares)" means a notice of assignment with respect to the Property Nominees Shares or any part thereof substantially in the form set out in Schedule 7 to the Jersey Security Agreement (Notice of Assignment - Shares) and otherwise satisfactory to the JPUT Security Trustee (in its sole and absolute discretion),

"Notice of Possessory Security (JPUT)" means a notice of possessory security with respect to the Junior JPUT Units or any part thereof substantially in the form set out at Schedule 5 to the Jersey Security Agreement (Notice of Possessory Security - JPUT) and otherwise satisfactory to the JPUT Security Trustee (in its sole and absolute discretion),

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Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

"Notices of Assignment" means Notices of Assignment (JPUT) and Notices of Assignment (Shares) as the context requires each a "Notice of Assignment";

"Property" means each of:

(a) the properties specified in Schedule 8 (Properties) of the JPUT Facility Agreement each as more particularly defined in the JPUT Security Documents; and

(b) any other present or future freehold, heritable, leasehold or long leasehold property in which a JPUT Obligor has an interest, but any such property shall cease to be included in this definition if a JPUT Obligor has disposed of the whole of its interest in the property in accordance with Clause 23.4 (Disposals) of the JPUT Facility Agreement and that property has been released from the Security constituted under the JPUT Security Documents, and together the "Properties",

"Property Investment Advisor" means Henderson Global Investors Limited, a company incorporated in England and Wales with registered number 9063553, or any other person appointed by a Junior JPUT and/or a JPUT Trust Manager to act as property investment advisor for a Junior JPUT or a Property;

"Property Investment Advisor's Appointment" means each appointment by a Junior JPUT of a Property Investment Advisor as more particularly described in Schedule 4 (Unit Trust Documents) of the JPUT Facility Agreement;

"Property Investment Advisory Agreement" means in respect of each Junior JPUT the agreement between, inter alios, the Junior JPUT Trustees and the Property Investment Advisor dated 29 April 2004;

"Property Manager" means Nelson Bakewell Limited, a company incorporated in England and Wales registered number 2116907, or any other person appointed by a JPUT and/or a JPUT Trust Manager or the Property Investment Advisor to act as managing agent of a Property pursuant to the terms of the Property Investment Advisory Agreement,

"Property Manager's Appointment" means each appointment of a Property Manager as more particularly described in Schedule 4 (Unit Trust Documents) of the JPUT Facility Agreement,

"Property Nominee" means one of the following persons

- (a) CPPF (Crescent Centre) Jersey Nominee A Limited;
- (b) CPPF (Crescent Centre) Jersey Nominee B Limited;
- (c) CPPF (Garrick Road) Jersey Nominee A Limited;
- (d) CPPF (Garrick Road) Jersey Nominee B Limited;
- (e) CPPF (Midsummer Court) Jersey Nominee A Limited,
- (f) CPPF (Midsummer Court) Jersey Nominee B Limited,
- (g) CPPF (Marsh Wall) Jersey Nominee A Limited,
- (h) CPPF (Marsh Wall) Jersey Nominee B Limited,

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Short particulars

- (i) CPPF (Heathfield) Jersey Nominee A Limited,
- (j) CPPF (Heathfield) Jersey Nominee B Limited,
- (k) CPPF (Gillingham BP) Jersey Nominee A Limited
- (l) CPPF (Gillingham BP) Jersey Nominee B Limited;
- (m) CPPF (Gillingham Business Park 2) Jersey Nominee A Limited;
- (n) CPPF (Gillingham Business Park 2) Jersey Nominee B Limited;
- (o) Pearl (Blakelands 1) Limited,
- (p) Pearl (Blakelands 2) Limited,
- (q) CPPF Jersey Nominee 3 (A) Limited,
- (r) CPPF Jersey Nominee 3 (B) Limited,
- (s) CPPF (Hagley Road) Jersey Nominee A Limited,
- (t) CPPF (Hagley Road) Jersey Nominee B Limited,
- (u) CPPF (Kingsmead BP) Jersey Nominee A Limited;
- (v) CPPF (Kingsmead BP) Jersey Nominee B Limited;
- (w) CPPF (Tavistock Road) Jersey Nominee A Limited,
- (x) CPPF (Tavistock Road) Jersey Nominee B Limited,
- (y) CPPF Jersey Nominee 2 (A) Limited;
- (z) CPPF Jersey Nominee 2 (B) Limited;
- (aa) CPPF (Brandon Road) Jersey Nominee A Limited,
- (bb) CPPF (Brandon Road) Jersey Nominee B Limited,
- (cc) CPPF Jersey Nominee 1 (A) Limited;
- (dd) CPPF Jersey Nominee 1 (B) Limited;
- (ee) CPPF (Above Bar) Jersey Nominee A Limited,
- (ff) CPPF (Above Bar) Jersey Nominee B Limited,
- (gg) Pearl (Brunswick 1) Limited, and
- (hh) Pearl (Brunswick 2) Limited,

together the "Property Nominees".

"Property Nominee HoldCo" means Caspar Property Nominee Holdings Limited, a private company with limited liability incorporated under the laws of England and Wales with company number 5177017, having its registered office at 6th Floor, 69 Park Lane, Croydon CR9 1TQ,

"Property Nominee HoldCo Corporate Services Provider" means Mourant & Co Capital (SPV) Limited acting as the corporate services provider pursuant to the Property Nominee HoldCo Corporate Services Agreement;

"Property Nominee HoldCo Corporate Services Agreement" means an agreement for the provision of corporate services to the Property Nominee HoldCo by the Property Nominee HoldCo Corporate Service Provider dated 26 August 2004 (as amended from time to time) between, inter alios, the Senior JPWT Trustees, and the Property Nominee HoldCo Corporate Services Provider,

"Property Nominees Share Certificates" means the certificates of title to the Property Nominees Shares,

"Property' Nominees Shares" means all shares specified in Schedule 9 to the Jersey Security Agreement and any legal or beneficial interest in any other shares, stock or other securities in any Property Nominee now or hereafter owned by a Debtor;

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"Receipt holders" means the persons who for the time being are holders of the Receipts,

"Receipts" has the meaning given to it in Condition 2(b) (Form, Denomination and Title);

"Scottish Property" means a Property situated in Scotland,

"Security" means a mortgage, standard security, charge, pledge, assignment or assignation in security, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Interest" means a security interest, mortgage, charge, pledge, lien or other encumbrance which shall take effect in accordance with the law of the jurisdiction in which the relevant asset is situate and without limit to the foregoing shall include an interest in property created pursuant to the provisions of the Law,

"Security Period" means the period beginning on the date of the Jersey Security Agreement and ending on the date on which the JPUT Security Trustee is satisfied that all the JPUT Secured Liabilities have been unconditionally and irrevocably paid, performed and discharged in full,

"Senior JPUT" means the unit trust scheme described in Part D of Schedule 1 (JPUT Guarantors) of the JPUT Facility Agreement,

"Senior JPUT Fiscal Agency Agreement" means an agreement to be dated on or about the Closing Date and made between, inter alios, the Unitholder Paying Agent and the Senior JPUT Fiscal Agent,

"Senior JPUT Fiscal Agent" means Henderson Global Investors Limited, a private company with limited liability incorporated under the laws of England and Wales with registered number 906355 whose registered office is at 4 Broadgate, London EC2M 2DA, acting in its capacity as fiscal agent of the Senior JPUT;

"Senior JPUT Trustees" means BNP Paribas Jersey Trust Corporation Limited, a limited company with unlimited duration incorporated under the laws of Jersey, Channel Islands with company number 17296, having its registered office at BNP Paribas House, Anley Street, St Helier, Jersey in its capacity as trustee of the Senior JPUT ("Senior JPUT Trustee (No 1)") and Anley Trustees Limited, a limited company with unlimited duration incorporated under the laws of Jersey, Channel Islands with company number 58883, having its registered address at BNP Paribas House, Anley Street, St Helier, Jersey in its capacity as trustee of the Senior JPUT ("Senior JPUT Trustee (No.2)"),

"Tax Deed of Covenant" has the meaning given to it in Condition 1,

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"Transaction Cash Manager" means The Royal Bank of Scotland plc, a public limited company incorporated under the laws of Scotland with registered number 929027 acting through its branch at 135 Bishopsgate, London EC2M 3UR, as cash manager for the Issuer, or such other entity or entities appointed as cash manager for the Issuer and the JPUT Obligors from time to time, subject to and in accordance with the terms of the Transaction Cash Management Agreement,

"Transaction Cash Management Agreement" means the cash management agreement to be dated on or about the Closing Date between, inter alios, the Issuer, the JPUT Obligors, the Issuer Trustee, the JPUT Security Trustee and the Transaction Cash Manager,

"Transfer Forms" means Transfer Forms (JPUT) and Transfer Forms (Shares) as the context requires;

"Transfer Forms (JPUT)" means instruments of transfer in a form satisfactory to the JPUT Security Trustee (in its sole and absolute discretion) in relation to the Junior JPUT Units executed by the Senior JPUT Trustees or the Henderson Caspar LP acting by the JPUT General Partner (as applicable) but with the identity of the transferee and the date not completed and in a form which complies with the provisions of the relevant Junior JPUT Instrument;

"Transfer Forms (Shares)" means instruments of transfer in a form satisfactory to the JPUT Security Trustee (in its sole and absolute discretion) relating (in aggregate) to the Property Nominees Shares executed by Property Nominee HoldCo but with the identity of the transferee and the date not completed and in a form which complies with the provisions of the relevant Property Nominee's Memorandum and Articles of Association;

"Unitholder Paying Agency Agreement" has the meaning given to it in Condition 1;

"Unitholder Paying Agent" means Caspar Finance Limited, a private company with limited liability incorporated under the laws of England and Wales with company number 5176354, having its registered office at Fifth Floor, 100 Wood Street, London EC2V 7EX,

"UPA Corporate Services Agreement" means the agreement for the provision of corporate services to the Unitholder Paying Agent by the UPA Corporate Services Provider dated on or about the Closing Date between, inter alios, the Unitholder Paying Agent and the UPA Corporate Services Provider;

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

"UPA Corporate Services Provider" means Law Debenture Corporate Services Limited,

"UPA Main Account" has the meaning given to it in the UPA Primary Account Bank Agreement,

"UPA Mezzanine Security Account" has the meaning given to it in the UPA Primary Account Bank Agreement,

"UPA Primary Account Bank Agreement" means the account bank agreement dated on or about the Closing Date between, amongst others, the UPA Primary Account Bank, the JPUT Security Trustee, the Transaction Cash Manager and the Unitholder Paying Agent;

"UPA Primary Account Bank" means The Royal Bank of Scotland plc or such other bank appointed as such in accordance with the UPA Primary Account Bank Agreement as account bank in relation to the UPA Primary Accounts,

"UPA Primary Accounts" means the UPA Main Account, the UPA Senior Security Account and the UPA Mezzanine Security Account, each a "UPA Primary Account";

"UPA Secondary Account" has the meaning given to it in the UPA Secondary Account Bank Agreement,

"UPA Secondary Account Bank" means HSBC Bank plc or such other bank appointed as such in accordance with the UPA Secondary Account Bank Agreement as account bank in relation to the UPA Secondary Account;

"UPA Secondary Account Bank Agreement" means the account bank agreement dated on or about the Closing Date between, amongst others, the UPA Secondary Account Bank, the JPUT Security Trustee, the Transaction Cash Manager and the Unitholder Paying Agent,

"UPA Senior Security Account" has the meaning given to it in the UPA Primary Account Bank Agreement,

Terms defined elsewhere

Terms not expressly defined in this Form MG04 have the meanings given to those terms in the Jersey Security Agreement.

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

Schedule 2 - SHORT PARTICULARS OF ALL THE PROPERTY CHARGED 1 COVENANT AND SECURITY

1 1 The Company covenanted with, and undertook to, the JPUT Security Trustee (for its own account and as trustee for the other JPUT Secured Creditors) that it shall duly, unconditionally and punctually pay, discharge and satisfy the JPUT Secured Liabilities in accordance with the terms of the JPUT Transaction Documents and indemnify the JPUT Secured Creditors against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the JPUT Secured Liabilities in accordance with their respective terms.

1 2 To the extent that the JPUT Security Trustee shall have first priority Security Interests in all rights, title and interest and benefit present and future of the Company in and to the Collateral as security for the obligations of the Company under the Jersey Security Agreement including, without limitation, the Company's covenant to duly and punctually pay and discharge the JPUT Secured Liabilities contained in Clause 1.1(above).

1 2 6 Possessory Security Interest

the Company agreed that the JPUT Security Trustee (or its nominee) shall have possession of the Property Nominees Share Certificates issued at any time during the Security Period pursuant to the terms of the Jersey Security Agreement and undertook to deliver forthwith to the JPUT Security Trustee (or its nominee) all such Property Nominees Share Certificates in issue as at the date of the Jersey Security Agreement;

1 2 7 Assignment of Property Nominee Shares

the Company assigned and agreed to assign (as the case may be) to the JPUT Security Trustee (or its nominee) all of its right, title and interest and benefit present and future in and to the Property Nominee Shares,

1 2 8 Notices of Assignment

the Company undertook to deliver forthwith to the JPUT Security Trustee (or its nominee) executed Notices of Assignment (Shares) duly completed (but undated) with respect to the Property Nominee Shares and covenanted to procure that each Property Nominee executes and delivers a duly completed Acknowledgment (Shares) with respect to each such Notice of Assignment (Shares) addressed to it when required to do so by the JPUT Security Trustee;

1.2.9 Transfer Forms

the Company undertook to deliver forthwith to the JPUT Security Trustee (or its nominee) Transfer Forms (Shares) relating (together) to the Property Nominee Shares;

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

1.2.10 Miscellaneous

the Company undertook to deliver forthwith to the JPUT Security Trustee (or ins nominee) all instruments, certificates of title (of any description) and other documents in respect of the Collateral in which it had or acquired an interest after the date of the Jersey Security Agreement, together with Notices of Possessory Security (JPUT), Notices of Assignment and Transfer Forms duly completed with respect thereto and covenanted to procure that the addressee of each such Notice of Assignment or Notice of Possessory Security (JPUT) completes a duly completed Acknowledgment relating to such Notice of Assignment or Notice of Possessory Security (JPUT) when required to do so by or on behalf of the JPUT Security Trustee, and

1.2.11 agreed that insofar as all or any part of the Collateral is situate or held outside Jersey, the Jersey Security Agreement shall take effect as a first priority Security Interest under the laws of the jurisdiction in which all or any such part of the Collateral is situate or held.

1.3 Liability

the Liability of the Company under the Jersey Security Agreement shall be joint and several and every liability, duty, covenant, undertaking, confirmation, acknowledgement and agreement contained in the Jersey Security Agreement shall be construed accordingly

2. NEGATIVE PLEDGE AND COVENANTS FOR FURTHER ASSURANCE

The Jersey Security Agreement contains a negative pledge and covenants for further assurance

In so far as the above relate to the Company such property or undertaking is the property or undertaking which has been released from the charge or ceased to belong to the Company.

