

MG01

Particulars of a mortgage or charge

230004-9/1



A fee is payable with this form.

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

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

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



A10 14/02/2012 #394
COMPANIES HOUSE

1 Company details

Company number 0 6 7 5 9 0 5 9

Company name in full Prologis (Glasshoughton) Limited (the **Chargor**)

2
→ **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 0 8 / 0 2 / 2 0 1 2

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 An English law security agreement dated 8 February 2012 (the **Deed**)
between, among others, the Chargor and the Security Agent (as defined
below) as agent for itself and each of the Finance Parties

4 Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of the Chargor to any Finance Party
under each Finance Document (the **Secured
Liabilities**)

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

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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 Deutsche Pfandbriefbank AG (the **Security Agent**)

Address 21st Floor, 30 St Mary Axe

London United Kingdom

Postcode E C 3 A 8 B F

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 continuation sheets

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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 Nil

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 Allen & Overy LLP X

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

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Presenter information

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

Contact name James Byrson/Simon Nasta

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 3773/ 020 3088 4665



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>(a) All the security created under the Deed</p> <p>(i) is created in favour of the Security Agent,</p> <p>(ii) is created over present and future assets of the Chargor,</p> <p>(iii) is security for the payment and satisfaction of all the Secured Liabilities, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) The Security Agent holds the benefit of the Deed on trust for the Finance Parties</p> <p>1.2 Land</p> <p>(a) The Chargor charges</p> <p>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, including the Property, and</p> <p>(ii) (to the extent that they are not either the subject of a mortgage under paragraph (b)(i) below) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it</p> <p>(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes</p> <p>(i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and</p> <p>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</p> <p>1.3 Securities</p> <p>(a) The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf</p>	

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(b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes

- (i) any dividend or interest paid or payable in relation to it, and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1.4 Plant and machinery

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

1.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated under a Credit Agreement or this Deed) it has with any person and the debt represented by it

1.6 Book debts etc

The Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

1.7 Insurances

Subject to subclauses 21 10(j)(i) and (iv) of the Senior Credit Agreement, the Chargor assigns absolutely, subject to a proviso for re-assignment on redemption

- (a) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest, and
- (b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance

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1.8 Hedging

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

1.9 Other contracts

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

- (a) under each Lease Document,
- (b) in respect of all Rental Income,
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document,
- (d) under each appointment of a Managing Agent,
- (e) under each appointment of an Asset Manager,
- (f) under any agreement relating to the purchase of a Property by that Chargor,
- (g) under each Acquisition Document,
- (h) under each Collateral Warranty, and
- (i) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause

1.10 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

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Short particulars	<p>1.11 Floating charge</p> <p>(a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause</p> <p>(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) an Event of Default is outstanding, or</p> <p>(ii) the Security Agent considers 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</p> <p>(c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under section 1A the Insolvency Act 1986</p> <p>(d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator</p> <p>(e) The floating charge created by this Subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>2. RESTRICTIONS ON DEALINGS</p> <p>2.1 Security</p> <p>Except as expressly allowed under a Finance Document, the Chargor must not create or permit to subsist any Security Interest on any Security Asset (except for this Security)</p> <p>2.2 Disposals</p> <p>Except as expressly allowed under a Finance Document, the Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the</p>	

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Short particulars	<p>disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under this Deed</p> <p>DEFINITIONS</p> <p>In this form MG01</p> <p>Account Security Agreement means a security agreement creating Security Interests over bank accounts located in Luxembourg in form and substance satisfactory to the Security Agent,</p> <p>Acquisition Document means</p> <ul style="list-style-type: none"> (a) the sale and purchase agreement dated 22 December 2011 between, among others, ProLogis European Finance XXI S à r l , ProLogis UK Holdings S A , ProLogis UK Limited, ProLogis European Finance XIX S à r l , ProLogis European Finance XIII S à r l , ProLogis Netherlands S à r l , ProLogis European Finance XVI S à r l and the Company, (b) the tax deed dated on or about the date of the Senior Credit Agreement between, among others, ProLogis European Finance XXI S à r l , ProLogis UK Holdings S A , ProLogis UK Limited, ProLogis European Finance XIX S à r l , ProLogis European Finance XIII S à r l , ProLogis Netherlands S à r l , ProLogis European Finance XVI S à r l and the Company, or (c) the disclosure letter dated 22 December 2011 between, amongst others, ProLogis European Finance XXI S à r l , ProLogis UK Holdings S A , ProLogis UK Limited, ProLogis European Finance XIX S à r l , ProLogis European Finance XIII S à r l , ProLogis Netherlands S à r l , ProLogis European Finance XVI S à r l and the Company, <p>Acquisition Security Agreement means a security agreement creating Security Interests over the Acquisition Documents in from and substance satisfactory to the Security Agent,</p> <p>Additional Hedge Counterparty means a bank or financial institution which becomes a Hedge Counterparty after the date of the Senior Credit Agreement in relation to a Hedging Agreement,</p> <p>Administrative Party means a Senior Administrative Party or a Mezzanine Administrative Party,</p> <p>Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property,</p> <p style="text-align: center;">5</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Arrangers mean BAWAG P S K Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse Aktiengesellschaft and Deutsche Pfandbriefbank AG as arrangers,</p> <p>Asset Manager means Anglesea Capital LLP or any other asset manager appointed by the Company in respect of each Property in accordance with the Senior Credit Agreement,</p> <p>Borrower means a Propco which has acceded to the Senior Credit Agreement as a borrower on or after the date of the Senior Credit Agreement,</p> <p>Collateral Warranty means a collateral warranty entered into in favour of the Chargor,</p> <p>Company means Teal Bidco S à r l , a company incorporated in Luxembourg, with its registered office at 19 rue de Bitbourg, L-1723 Luxembourg, registered with the Luxembourg trade and companies register under number B166279,</p> <p>Credit Agreement means the Mezzanine Credit Agreement or the Senior Credit Agreement,</p> <p>Dormant Subsidiary means</p> <ul style="list-style-type: none"> (a) Prologis (Glasshoughton) Limited, a company incorporated in England & Wales, with its registered office at 1 Monkspath Hall Road, Solihull, West Midlands, B90 4FY, registered with number 6759059 (to be renamed Teal Glasshoughton Limited, with its registered office to be changed to 40 Berkeley Square, London, W1J 5AL), (b) ProLogis UK II S à r l , a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg trade and companies register under number B 69 899 (to be renamed Teal 1 S à r l , with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg), (c) ProLogis UK X S à r l , a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg trade and companies register under number B 70 889 (to be renamed Teal 2 S à r l , with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg), (d) ProLogis UK XV S à r l , a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg trade and companies register under number B

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Short particulars	<p>70 894 (to be renamed Teal 3 S à r l , with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg), or</p> <p>(e) ProLogis UK XXXV S à r l , a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg trade and companies register under number B 78 058 (to be renamed Teal 4 S à r l , with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg)</p> <p>Event of Default means a Senior Event of Default or a Mezzanine Event of Default,</p> <p>Facility Agent means the Senior Facility Agent or the Mezzanine Facility Agent,</p> <p>Finance Document means a Senior Finance Document or a Mezzanine Finance Document,</p> <p>Finance Party means a Lender, a Hedge Counterparty or an Administrative Party,</p> <p>Guarantor means</p> <p>(a) the Company,</p> <p>(b) a Dormant Subsidiary,</p> <p>(c) a Propco, or</p> <p>(d) the Shareholder,</p> <p>Hedge Counterparty means an Original Hedge Counterparty or an Additional Hedge Counterparty,</p> <p>Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower for the purpose of hedging interest payable under the Senior Credit Agreement,</p> <p>Intercreditor Agreement means the intercreditor agreement dated on or about 8 February 2012 between (among others) the Chargor, the Senior Facility Agent, the Mezzanine Facility Agent and the Security Agent;</p> <p>Lease Amendment Proceeds means any premium or other amount paid to a Borrower in respect of any agreement to amend, supplement, extend or waive a Lease Document, but excludes any Surrender Proceeds,</p> <p>Lease Document means</p> <p style="text-align: center;">7</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) an Agreement for Lease,</p> <p>(b) an Occupational Lease, or</p> <p>(c) any other document designated as such by the Facility Agent and the Company,</p> <p>Lender means a Mezzanine Lender or a Senior Lender,</p> <p>Managing Agent means Savills Commercial Limited or any other managing agent appointed by the Company in respect of each Property in accordance with the Senior Credit Agreement,</p> <p>Mezzanine Administrative Party means an Administrative Party as defined in the Mezzanine Credit Agreement,</p> <p>Mezzanine Arranger means La Salle Investment Management,</p> <p>Mezzanine Borrower means Teal Mezzco S à r l, a company incorporated in Luxembourg, with its registered office at 19 rue de Bitbourg, L-1723 Luxembourg, registered with the Luxembourg trade and companies register under number B166204,</p> <p>Mezzanine Credit Agreement means the £51,375,000 credit agreement dated 3 February 2012 between, amongst others, the Mezzanine Borrower and the Mezzanine Creditors,</p> <p>Mezzanine Creditor means the Mezzanine Arranger, a Mezzanine Lender, the Mezzanine Security Agent or the Mezzanine Facility Agent,</p> <p>Mezzanine Event of Default means an Event of Default as defined in the Mezzanine Credit Agreement,</p> <p>Mezzanine Facility Agent means La Salle Investment Management,</p> <p>Mezzanine Finance Document means a Finance Document defined in the Mezzanine Credit Agreement,</p> <p>Mezzanine Lender means</p> <p>(a) the Original Mezzanine Lender, or</p> <p>(b) any person which accedes to the Mezzanine Credit Agreement as a Lender and to the Intercreditor Agreement as a Mezzanine Lender,</p> <p>Mezzanine Security Agent means Wilmington Trust (London) Limited,</p>	

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Short particulars	<p>Midco means Teal Midco S à r l a company incorporated in Luxembourg, with its registered office at 19, rue de Bitbourg, L-1273, Luxembourg, registered with the Luxembourg trade and companies register under number B166011,</p> <p>Obligor means the Mezzanine Borrower, a Guarantor or MidCo or any other person which accedes to a Credit Agreement as an Obligor and to the Intercreditor Agreement as an Obligor,</p> <p>Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject,</p> <p>Original Hedge Counterparty means BAWAG P S K Bank Fur Arbeit Und Wirtschaft Und Osterreichische Postsparkasse Aktiengesellschaft and Deutsche Pfandbriefbank AG as counterparty to certain hedging agreements,</p> <p>Original Lender means The Financial Institutions listed in Schedule 1 (Original Parties and Properties) of the Senior Credit Agreement as original lenders,</p> <p>Original Mezzanine Lender means</p> <ul style="list-style-type: none"> (a) Aerion Fund Management Limited, acting as agent for National Grid UK Pension Scheme Trustee Limited in its capacity as trustee of the National Grid UK Pension Scheme, (b) Coal Staff Superannuation Scheme Trustees Limited, in its capacity as trustee of the British Coal Staff Superannuation Scheme, (c) Trustees of the Mineworkers' Pension Scheme Limited, in its capacity as trustee of the Mineworkers' Pension Scheme, or (d) Lasalle Investment Management, <p>Original Senior Lender means Bawag P S K bank für Arbeit und Wirtschaft und Osterreichische Postsparkasse Aktiengesellschaft and Deutsche Pfandbriefbank AG,</p> <p>Propco means</p> <ul style="list-style-type: none"> (a) ProLogis UK CCLIV S à r l, a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg trade and companies register under number B 133 254 (to be renamed Teal Glasshoughton S à r l, with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg), (b) ProLogis UK CCVI S à r l, a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg,

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registered with the Luxembourg trade and companies register under number B 102 104 (to be renamed Teal Houghton Main S à r l , with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg),

- (c) ProLogis UK LVII S à r l , a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg trade and companies register under number B 81 225 (to be renamed Teal Brackmills S à r l , with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg),
- (d) ProLogis UK XXII S à r l , a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg trade and companies register under number B 70 944 (to be renamed Teal Darlaston S à r l , with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg),
- (e) ProLogis UK XI S à r l , a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg trade and companies register under number B 70 890 (to be renamed Teal Hams Hall S à r l , with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg),
- (f) ProLogis UK XIV S à r l , a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg trade and companies register under number B 70 893 (to be renamed Teal Huntingdon S à r l ., with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg),
- (g) ProLogis UK XXXVII S à r l , a company incorporated in Luxembourg, with its registered office at 34-38 avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg trade and companies register under number B 78 060 (to be renamed Teal Corby S à r l , with its registered office to be changed to 19 rue de Bitbourg, L-1723 Luxembourg), or
- (h) Kingston Park Number 1 Limited, a company incorporated in England & Wales, with its registered office at 1 Monkspath Hall Road, Solihull, West Midlands, B90 4FY, registered with number 5477649 (to be renamed Teal Kingston Park Limited, with its registered office to be changed to 40 Berkeley Square, London, W1J 5AL)

Property means each property listed in Schedule 1 to this MG01 and, where the context so requires, includes the buildings on that Property,

Property Trustee means

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- (a) ProLogis Wakefield DC\2 (No 1) Limited, a company incorporated in England & Wales, with its registered office at 1 Monkspath Hall Road, Solihull, West Midlands, B90 4FY, registered with number 4237338 (to be renamed Teal Wakefield No 1 Limited, with its registered office to be changed to 40 Berkeley Square, London, W1J 5AL),
- (b) ProLogis Wakefield DC\2 (No 2) Limited, a company incorporated in England & Wales, with its registered office at 1 Monkspath Hall Road, Solihull, West Midlands, B90 4FY, registered with number 4335048 (to be renamed Teal Wakefield No 2 Limited, with its registered office to be changed to 40 Berkeley Square, London, W1J 5AL), or
- (c) ProLogis Corby Limited, a company incorporated in England & Wales, with its registered office at 1 Monkspath Hall Road, Solihull, West Midlands, B90 4FY, registered with number 4216209 (to be renamed Teal Corby Limited, with its registered office to be changed to 40 Berkeley Square, London, W1J 5AL),

Rental Income means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting, use or occupation of any part of a Property, including (without limitation) each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of an Obligor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for an agreement to amend, break, supplement, extend, waive, release or vary any Lease Document,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,
- (h) any Lease Amendment Proceeds,

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) any Surrender Proceeds,</p> <p>(j) payments made in respect of a breach of covenant or dilapidations under any Lease Document and for expenses incurred in respect of such breach,</p> <p>(k) any contracted break payments that are payable following the actual exercise of any break option under any Lease Document,</p> <p>(l) any Tenant Contributions, and</p> <p>(m) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by an Obligor,</p> <p>Security means the security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents,</p> <p>Security Agreement means a security agreement in the form of Schedule 11 (Form of Security Agreement) of the Senior Credit Agreement with such amendments as the Security Agent may approve or reasonably require,</p> <p>Security Asset means all assets of the Chargor the subject of any security created by the Deed,</p> <p>Security Document means</p> <p>(a) a Security Agreement,</p> <p>(b) an Account Security Agreement,</p> <p>(c) a Shareholder's Security Agreement,</p> <p>(d) a Subordinated Creditor's Security Agreement,</p> <p>(e) an Acquisition Security Agreement,</p> <p>(f) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or</p> <p>(g) any other document designated as such by the Security Agent and the Company,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect,</p> <p>Senior Administrative Party means an Administrative Party as defined in the Senior Credit Agreement,</p> <p>Senior Credit Agreement means the £110,000,000 senior credit agreement dated 3 February 2012 between (among others) the Company and the Security Agent,</p> <p>Senior Event of default means an Event of Default as defined in the Senior Credit Agreement,</p> <p>Senior Facility Agent means Deutsche Pfandbriefbank AG,</p> <p>Senior Finance Document means a Finance Document as defined in the Senior Credit Agreement,</p> <p>Senior Lender means</p> <ul style="list-style-type: none"> (a) an Original Senior Lender, or (b) any person which accedes to the Senior Credit Agreement as a Lender and to the Intercreditor Agreement as a Senior Lender, <p>Shareholder means Teal Holdco S à r l, a company incorporated in Luxembourg, with its registered office at 19, rue de Bitbourg, L-1723 Luxembourg, registered with the Luxembourg trade and companies register under number B166257,</p> <p>Shareholder's Security Agreement means a security document creating a Security Interest over the shares of an Obligor incorporated in Luxembourg in form and substance satisfactory to the Security Agent,</p> <p>Subordinated Creditor means</p> <ul style="list-style-type: none"> (a) an Obligor, (b) the Mezzanine Borrower, or (c) any other person who becomes a Subordinated Creditor in accordance with the Senior Credit Agreement, <p>Subordinated Creditor's Security Agreement means a security agreement creating a Security Interest over the Subordinated Debt in form and substance satisfactory to the Security Agent,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Subordinated Debt, in relation to a Subordinated Creditor, has the meaning given to it in the Subordination Agreement entered into by that Subordinated Creditor,</p> <p>Subordination Agreement means a subordination agreement, substantially in the form of Schedule 9 (Form of Subordination Agreement) of the Senior Credit Agreement with such amendments as the Security Agent may approve or reasonably require,</p> <p>Surrender Proceeds means any amount paid to a Borrower in respect of any agreement to surrender or release a Lease Document,</p> <p>Tenant Contributions means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of</p> <ul style="list-style-type: none"> (a) contribution to <ul style="list-style-type: none"> (i) ground rent, (ii) insurance premia, (iii) the cost of an insurance valuation, (iv) a service charge in respect of an Obligor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Property, or (v) a reserve or sinking fund, or (b) value added tax or similar taxes

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

REAL PROPERTY

- 1 Unit DC1 (DC3A) Hams Hall, National Distribution Centre, Coleshill which is registered with title number WK386834 and known as DC1, Faraday Avenue, Hams Hall, Birmingham B46 1DA
- 2 Unit DC2 (DC3B), Hams Hall National Distribution Centre, Coleshill which is registered with title numbers WK386835 and WK432868 and known as DC2, Edison Road, Hams Hall, Birmingham B46 1DA
- 3 Land and buildings on the east side of Legion Way, Huntingdon which is registered with title number CB226871 and known as DC1, Cardinal Way, Cardinal Park, Huntingdon PE29 2XN
- 4 Premises at Topcliffe Lane, Tingley Common which is registered with title number WYK631291 and known as DC1, Tingley, Leeds, WF3 1SP
- 5 Unit 3, Flaxley Road, Kingston Park, Peterborough PE2 9EN which is registered with title number CB300215 and known as DC2, Kingston Park, Flaxley Road, Peterborough PE2 9EN
- 6 Unit DC2, Wakefield Europort, Wakefield which is registered with title number WYK709878 and known as DC2, Express Way, Wakefield Europort, Wakefield WF6 2TZ
- 7 Unit DC1, Interlink Park, Western Lane, Bardon which is registered with title numbers LT316883 and LT285884 and known as DC1, Coalville Interlink, Bardon Business Park, Bardon LE67 1PD
- 8 The land on the east side of Park Spring Road and known as Crossflow 530, Prologis Park, Barnsley which is registered with title numbers SYK512573 and SYK533423 and known as DC1, Park Spring Road, Houghton Main, Barnsley S72 7GX
- 9 Land on the north side of Gowerton Road, Northampton which is registered with title number HN15467 and known as DC1, Gowerton Road, Brackmills, Northampton NN4 7BW
- 10 Unit DC1, Prologis Park, Corby which is registered with title number NN222243 and known as DC1, Eurohub, Corby NN18 8EY

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 11 DC1, Wellmans Road, Birmingham, WV13 2QT described as 175 Verson Park, Willenhall Road, Darlaston, Wednesbury which is registered with title number WM397387 and known as DC1, Wellmans Road, Birmingham, WV13 2QT
- 12 Fort Dunlop DC2, comprising Tyre Fort, 88-98 Wingfoot Way, Erdington, Birmingham B24 9HY and land on the south east side of Wood Lane, Erdington, Birmingham which is registered with title numbers WM743519 and WM982545 and known as DC2, 88-98 Wingfoot Way, Fort Dunlop, Birmingham B24 9HY
- 13 Unit DC1 Glasshoughton which is registered with title numbers WYK877031, WYK877032 and WYK936396 and known as DC1, Ridings Point, Whistler Drive, Glasshoughton, Leeds WF10 5HX



FILE COPY

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

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

**COMPANY NO. 6759059
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW SECURITY
AGREEMENT DATED 8 FEBRUARY 2012 AND CREATED BY
TEAL GLASSHOUGHTON LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY
FORMERLY KNOWN AS PROLOGIS (GLASSHOUGHTON)
LIMITED TO ANY FINANCE PARTY 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 14 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 FEBRUARY
2012

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES