

# MR01

## Particulars of a charge

178169126



A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

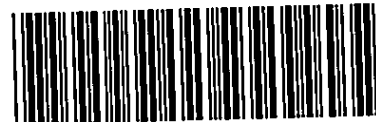
☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR02

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
delivered outside of the 21 days it will be rejected unless it is a  
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record



A35 30/04/2013 #68  
COMPANIES HOUSE

### 1 Company details

Company number 0 4 2 2 2 5 6 4

Company name in full Ashtenne Industrial Fund Nominee No 1 Limited

185

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 2 d 6 m 0 m 4 y 2 y 0 y 1 y 3

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name National Westminster Bank Plc

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

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

Description

**Description**

**Title Number**

The freehold property known as Units 1, 2, 3 and 4 Newmarket Court, Ascot Drive, Derby

DY292152

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☒

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name STONN/304919-3409

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country

DX 47 London

Telephone 020 7606 8855



### 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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.**

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4222564

Charge code: 0422 2564 0185

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2013 and created by ASHTENNE INDUSTRIAL FUND NOMINEE NO.1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2013

Given at Companies House, Cardiff on 3rd May 2013



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY (AS REDACTED) OF  
THE ORIGINAL

Addleshaw Goddard LLP

Execution Version

DATE 29/04/2013  
ADDLESHAW GODDARD LLP

Dated 26 April 2013

ASHTENNE INDUSTRIAL FUND NOMINEE NO 1 LIMITED

and

ASHTENNE INDUSTRIAL FUND NOMINEE NO 2 LIMITED  
as Chargors

NATIONAL WESTMINSTER BANK PLC  
as Security Agent

---

LEGAL CHARGE  
relating to a Deed of Debenture  
between the Chargors and the  
Security Agent  
dated 2 October 2009

---

ADDLESHAW GODDARD

## Contents

Clause		Page
1	Interpretation	1
2	Fixed Charge	3
3	Land Registry	4
4	Representations and Warranties	4
5	Confirmation	4
6	Debenture	5
7	Governing Law	5
	<b>The Schedule</b>	
	Additional Charged Property	6

This Legal Charge is made on

26 April

2013

Between

- (1) Ashtenne Industrial Fund Nominee No 1 Limited (registered in England with number 4222564) (Nominee 1),
- (2) Ashtenne Industrial Fund Nominee No 2 Limited (registered in England with number 4222573) (Nominee 2),  
  
(Nominee 1 and Nominee 2, each a **Chargor** and together **Chargors**), and
- (3) **National Westminster Bank Plc** acting through its office at 135 Bishopsgate London EC2M 3UR (**Security Agent**) as agent and trustee for itself and the other **Beneficiaries** (as defined below),

and is supplemental to the Debenture (as defined below)

**Whereas**

- (A) The **Chargors** have granted to the **Security Agent** fixed and floating charges over certain of their properties by means of a deed of debenture dated 2 October 2009 (**Debenture**)
- (B) The **Chargors** are entering into this Legal Charge pursuant to clause 6.3 of the Debenture
- (C) The **Chargors** and the **Security Agent** intend that this document takes effect as a deed notwithstanding that it may be executed under hand

**It is agreed**

**1 Interpretation**

**1.1 Definitions**

In this Legal Charge (including the recitals hereto) the following terms shall have the following meanings

**Additional Charged Property** means the freehold property (including the Premises) specified in schedule 1

**Beneficiary** has the meaning ascribed to it in the Facility Agreement

**Facility Agreement** means the facility agreement dated 11 July 2001 as amended on 31 December 2002, 25 June 2004, 1 November 2005 and 19 December 2005 as amended and restated on 7 September 2006, 2 October 2009 as amended on 13 November 2009 and 4 February 2010 and as amended and restated on 1 October 2012 and made between Ashtenne Industrial Fund Limited Partnership as borrower acting by its general partner Ashtenne Industrial (General Partner) Limited, the companies listed in part 1 of schedule 1 therein as guarantors, National Westminster Bank Plc as arranger and security agent, the financial institutions listed in part 2 of schedule 1 as lenders, The Royal Bank of Scotland plc as facility agent, Barclays Bank PLC as hedging counterparty co-ordinator, and the financial institutions listed in part 3 of schedule 1 as lender hedging agreement counterparties



**Insurances** means all contracts and policies of insurance taken out by or for the Chargors in accordance with the provisions of the Facility Agreement or any policy of insurance in which either Chargor has an interest (to the extent of that interest)

**Occupational Lease** means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Additional Charged Property may be subject from time to time

**Party** means a party to this Legal Charge

**Rental Income** means in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of any Chargor in respect of or arising out of the letting, use or occupation of all, any or any part of the Additional Charged Property including (without limitation and without double counting)

- (a) rents, licence fees and equivalent sums reserved or made payable
- (b) sums received from any deposit held as security for performance of any tenant's obligations
- (c) a sum equal to any apportionment of rent in favour of a Chargor
- (d) proceeds of insurance in respect of loss of rent or interest on rent
- (e) any monies in respect of any fixture and fitting on the Additional Charged Property including any fixture and fitting on the Additional Charged Property for display, advertisement, on licence or otherwise
- (f) any sum or the value of any consideration given for the grant, surrender, variation of any letting or occupancy
- (g) any amount payable to a Chargor by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for the Additional Charged Property
- (h) any amount payable to a Chargor for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach
- (i) any profits of a revenue nature awarded or agreed to be payable to a Chargor as a result of any proceedings taken or claims made
- (j) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition
- (k) any contribution by an occupational tenant to a sinking fund or to ground rent due under any Occupational Lease
- (l) any interest, damages, compensation or settlement in respect of any of the items referred to above
- (m) any VAT charged on any sum mentioned in this definition

## 1.2 Construction

- (a) Capitalised terms defined in the Debenture have the same meaning when used in this Legal Charge unless the context requires otherwise
- (b) Clause 1.2 (Construction) of the Debenture shall be fully incorporated into this Legal Charge as if references therein to the Deed were references to this Legal Charge
- (c) All the provisions of the Debenture relating to the making of demand, the exclusion of restrictions on consolidation and the exercise of powers of sale, of appointing a receiver and generally of realising security shall apply to this Legal Charge and shall extend mutatis mutandis to the realisation by the Security Agent of the security hereby constituted and, without prejudice to the foregoing, the provisions of clause 6 (Undertakings) to 19 (Notices) (inclusive) of the Debenture (to the extent applicable to the nature of the property charged hereby) are incorporated in this Legal Charge as if references therein to this Deed and kindred expressions were references to this Legal Charge and references to **Mortgaged Properties and Security Assets** were a reference to the Additional Charged Property

## 1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Legal Charge or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999
- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Legal Charge or any other Finance Document entered into under or in connection with it

## 2 General

All security created by the Chargers under clause 3 is

- (a) a continuing security for the payment and discharge of the Secured Liabilities,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargers in and to the Additional Charged Property,
- (d) granted in favour of the Security Agent as security agent for the Beneficiaries, and
- (e) granted pursuant to clause 15 (Further assurances) of the Debenture

## 3 Fixed Charge

### 3.1 Charge

Each Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 2.1 ~~from Reference source not found~~, charges in favour of the Security Agent (as agent and trustee for itself and each of the other Beneficiaries) by way of first legal mortgage all its right, title and interest in and to the Additional Charged Property

*AKG with authority*

AG  
with  
authority 3.2  
→

### **Assignments**

Each Chargor assigns

- (a) all Rental Income in respect of the Additional Charged Property, and all other sums, payable under any Occupational Lease affecting the Additional Charged Property and to which it is a party, and
- (b) the Insurances relating to the Additional Charged Property

Each Chargor shall remain liable to perform all its obligations under each such Occupational Lease to which it is a party and each Insurance

## **4 Land Registry**

### **4.1 Application for restriction**

- (a) Each Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of the Additional Charged Property
- (b) Each Chargor confirms that the Additional Charged Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003

## **5 Finance Document**

This Legal Charge is a Finance Document

## **6 Representations and Warranties**

### **6.1 Making of representations**

Each Chargor makes the representations and warranties set out in this clause 6 (Representations and Warranties) and in clause 19 (Representations) of the Facility Agreement to the Beneficiaries and such representations shall be deemed in each case to be repeated on each date on which the representations contained in clause 19 (Representations) of the Facility Agreement are deemed repeated pursuant to (and such deemed repetition shall be subject to the limitations set out in) clause 19.29 (Repetition) thereof

### **6.2 Capacity**

Each Chargor has the capacity, power and authority to enter into this Legal Charge and the obligations are assumed by it are its legal, valid, binding and enforceable obligations

### **6.3 Security**

This Legal Charge creates the various forms of security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of either Chargor, or otherwise

## **7 Confirmation**

Any legal mortgage, fixed charge or floating charge created by the Debenture (including in particular all fixed or floating Security under clauses 2 to 4 (inclusive) of the Debenture which arose on either Chargor becoming beneficially entitled to such assets) or any rights of the

Security Agent therein shall continue in force and shall not merge in any security created by this Legal Charge or be released, extinguished or affected in any way by this Legal Charge

**8      Debenture**

The Debenture shall remain in full force and effect save as supplemented and amended by this Legal Charge

**9      Governing Law**

This Legal Charge (and any non-contractual obligations arising out of or in connection with it) shall be governed and construed in accordance with English law

This Legal Charge has been entered into as a deed on the date stated at the beginning of this Legal Charge

## The Schedule

## Additional Charged Property

Description	Title Number
The freehold property known as Units 1, 2, 3 and 4 Newmarket Court, Ascot Drive, Derby	DY292152

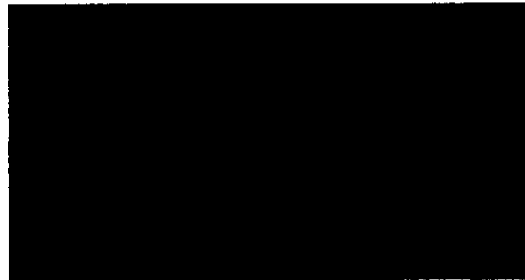
**SIGNATORIES**

**The Chargors**

Executed as a deed by )  
**Ashtenne Industrial Fund Nominee No 1** )  
**Limited** )  
acting by two directors or by a director and its )  
secretary )



Executed as a deed by )  
**Ashtenne Industrial Fund Nominee No 2** )  
**Limited** )  
acting by two directors or by a director and its )  
secretary )



**The Security Agent**

Signed by )  
duly authorised for an on behalf of )  
**National Westminster Bank Plc** )  
)

**SIGNATORIES**

**The Chargors**

Executed as a deed by )  
Ashtenne Industrial Fund Nominee No 1 ) Director  
Limited )  
acting by two directors or by a director and its )  
secretary )  
 ) Director/Secretary

Executed as a deed by )  
Ashtenne Industrial Fund Nominee No.2 ) Director  
Limited )  
acting by two directors or by a director and its )  
secretary )  
 ) Director/Secretary

**The Security Agent**

Signed by *PETER STILES* )  
duly authorised for an on behalf of )  
National Westminster Bank Plc )  
 )

