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MG01

Particulars of a mortgage or charge



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LASERFORM

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 register particulars of a charge for a Scottish company. To do this, please use form MG01s.

TUESDAY



LWVBIF8T

LD3

24/11/2009

4

COMPANIES HOUSE

1

Company details

Company number

4 2 2 2 5 6 4

Company name in full

Ashtenne Industrial Fund Nominee No 1 Limited

(Company)

→ **Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d3 m1 m1 y2 y0 y0 y9

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

A legal charge between, amongst others, the Company and National Westminster Bank Plc (as defined below) (Deed)

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 each Chargor to the Beneficiaries (or any of them) under the Transaction Documents (Secured Liabilities)

In this form MG01 the following terms have the following meanings:

Beneficiary means each Finance Party (as defined in the Facility Agreement) and each Lender Hedging Agreement Counterparty (as defined in the Facility Agreement) (together the Beneficiaries)

continued

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

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

Name National Westminster Bank Plc cont. below

Address 135 Bishopsgate

London

Postcode E C 2 M 3 U R

Name as Security Agent for the Beneficiaries (Security Agent)

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

1 Confirmation

The Company:

- (a) confirmed that it holds its interest in each of the Properties subject to the legal mortgage created in respect of the Properties pursuant to the Debenture; and
- (b) agreed to be bound by all of the terms of the Debenture relating to the Properties as if it had originally been party to it as a Chargor

2 Legal Mortgages**2.1 Legal Charge**

The Chargors charged by way of first legal mortgage the Properties, as set out in schedules 1 and 2 to this form MG01, together with all buildings and fixtures (including trade fixtures) at any time thereon.

2.2 Title Guarantee

- (a) Every disposition effected by the Deed is made with full title guarantee.

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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 866).

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 870). 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 *Archie Goddard 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 KAYEJA/BROALA/304919/2551

Company name Addleshaw Goddard LLP

Address Box 500

Companies House

21 Bloomsbury House

Post town London

County/Region

Postcode W C 1 B 3 X D

Country

DX 47 London

Telephone 020 7160 3380



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>Chargor means Ashtenne Industrial Fund Nominee No 1 Limited (registered in England with number 4222564) and Ashtenne (AIF) Limited (registered in England with number 4228302) (together the Chargors)</p> <p>Facility Agreement means the facility agreement dated 11 July 2001 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 original guarantors, National Westminster Bank Plc as arranger, the financial institutions listed in part 2 of schedule 1 therein as original lenders, The Royal Bank of Scotland plc as facility agent, National Westminster Bank Plc as security agent and the financial institutions listed in part 3 of schedule 1 therein as original lender hedging agreement counterparties as amended by amendment agreements dated 31 December 2002, 25 June 2004, 1 November 2005 and 19 December 2005 and as amended and restated by an amendment and restatement agreement dated 7 September 2006 and as further amended and restated by an amendment and restatement agreement dated 2 October 2009</p> <p>Transaction Document means each Finance Document (as defined in the Facility Agreement) and each Lender Hedging Agreement (as defined in the Facility Agreement)</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

- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of the Law of Property (Miscellaneous) Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

3 Further assurances

Subject to clause 4.2 (General) of the Deed, each Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Security Agent or a Receiver may reasonably require for:

- (a) perfecting or protecting the security intended to be created by the Deed over any Security Asset (including, without limitation, the execution of any Supplemental Debenture or Legal Charge); and
- (b) (following the occurrence of an Event of Default which is the then continuing) facilitating the realisation of any Security Agent or any Receiver or any of its or their delegates or sub delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Agent or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may think expedient.

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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

In this form MG01, the following terms have the following meanings:

Debenture means the debenture dated 11 July 2001 between Ashtenne AIF Limited and the Security Agent as the same has been amended and supplemented by a deed of amendment and supplemental legal charge dated 2 October 2009

Event of Default means any event or circumstance specified as such in clause 23 (Events of Default) of the Facility Agreement

Legal Charge means any legal mortgage in relation to any Property granted by the Chargors in favour of the Security Agent

Premises means any building or other edifice on a Property or other Security Asset

Properties means each freehold/leasehold property (including the Premises) specified in schedule 1 to the Deed, as set out in schedules 1 and 2 to this form MG01
Receiver means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver, in either case, appointed under the Deed, or pursuant to any statute

Security Assets means all assets of the Chargor the subject of any security created by the Deed (and includes the Mortgaged Properties), as set out in schedule 2 to this form MG01

Supplemental Debenture means any supplemental debenture in relation to a property granted hereafter by a Chargor in favour of the Security Agent in accordance with the provisions of clause 6.3(a) (Property) of the Deed

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Schedule 1

Properties

Property Description	Title Number	Tenure	Legal Owner
42-56 Somers Road Industrial Estate, Rugby	WK187000	Freehold	Ashtenne (AIF) Limited
April Court, Sybron Way, Crowborough	ESX43661	Freehold	Ashtenne (AIF) Limited
Armstrong Industrial Estate Washington	TY209773	Freehold	Ashtenne (AIF) Limited
Babbage Road, Babbage Road, Stevenage	HA138809	Freehold	Ashtenne (AIF) Limited
Baird Close Stephenson Industrial Estate Stephenson Road Washington	TY209782	Freehold	Ashtenne (AIF) Limited
Blackhall Industrial Estate I Hackworth Road Blackhall Clevedon	DU185293	Freehold	Ashtenne (AIF) Limited
Blackhall Industrial Estate II Hackworth Road Blackhall Clevedon	DU266374	Freehold	Ashtenne (AIF) Limited
Bloxwich Business Park, Fryers Road, Bloxwich	WM474624	Freehold	Ashtenne (AIF) Limited
Boldon Colliery Workshop Estate Hutton Street/Wells Road Boldon	TY216751	Leasehold	Ashtenne (AIF) Limited
Brownhills Business Park, Lindon Road, Walsall	WM432278	Freehold	Ashtenne (AIF) Limited
Central Park, Telford	SL127718, SL139314, SL52652 (Leasehold) & SL48316 (leasehold)	Freehold	Ashtenne (AIF) Limited

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Short particulars

Cyfartha Industrial Estate, Merthyr Tydfil	WA968069 & WA680284	Leasehold	Ashtenne (AIF) Limited
Drainage reen at Queensway Meadows, Newport	CYM352653	Freehold	Ashtenne (AIF) Limited
Durham Lane Industrial Park and Land at Durham Lane (previously known as Eaglescliffe Industrial Estate)	CE165652, CE162279, CE161404, CE37224, CE38256, CE141168 & CE140019	Freehold	Ashtenne (AIF) Limited
Elm Farm Industrial Estate, Hudson Road, Bedford	BD85069	Leasehold	Ashtenne (AIF) Limited
Fieldhouse Way Industrial Estate, Sheffield	SYK91023	Freehold	Ashtenne (AIF) Limited
Fisher Street Industrial Estate Walker Newcastle Upon Tyne	TY57161	Leasehold	Ashtenne (AIF) Limited
Globe Mills, Bradford	WYK555487	Freehold	Ashtenne (AIF) Limited
Glover Industrial Estate Tower Road Washington	TY209775	Freehold	Ashtenne (AIF) Limited
Hartley House Industrial Estate, Nottingham	NT22446	Freehold	Ashtenne (AIF) Limited
Hellaby Industrial Estate, Rotherham	SYK46963	Freehold	Ashtenne (AIF) Limited
Hertburn Industrial Estate Bridgewater Road Washington	TY209776	Freehold	Ashtenne (AIF) Limited
Howdon/Howden Green Industrial Estate Wallsend	TY53311	Freehold	Ashtenne (AIF) Limited

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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

Lake Enterprise Park, Hull	HS222127	Freehold	Ashtenne (AIF) Limited
Land and buildings at Exton Road, Marsh Barton Trading Estate	DN301604	Freehold	Ashtenne (AIF) Limited
Land and buildings at Tafarnaubach Industrial Estate, Tredegar	WA780716	Freehold	Ashtenne (AIF) Limited
Land and buildings on the south side of Valley Road, Plympton	DN25780	Freehold	Ashtenne (AIF) Limited
Land and buildings on the south west side of Portview Road, Portway Trading Estate	AV10306	Freehold	Ashtenne (AIF) Limited
Land and premises at Hirwaun Industrial Estate, Aberdare	WA869399	Freehold	Ashtenne (AIF) Limited
Land at Hawtin Park, Blackwood	WA957264	Freehold	Ashtenne (AIF) Limited
Land at Queensway Meadows, Newport	WA780715	Freehold	Ashtenne (AIF) Limited
Land at Rassau Industrial Estate, Ebbw Vale	WA780714	Freehold	Ashtenne (AIF) Limited
Lower Mill Fields, Pontypool, Torfaen	WA798969	Freehold	Ashtenne (AIF) Limited
Mill Lane Industrial Estate	HP402444	Freehold	Ashtenne (AIF) Limited
Morley Way, Peterborough	CB38394	Freehold	Ashtenne (AIF) Limited
Nelson Street Industrial Estate South Bank Middlesbrough	CE50881	Freehold	Ashtenne (AIF) Limited
New York Industrial Estate Newcastle upon Tyne	TY445573	Freehold	Ashtenne (AIF) Limited
North Tyne Industrial Estate Whitley Road Benton Newcastle Upon Tyne	TY263460, TY381559, TY319089	Freehold	Ashtenne (AIF) Limited

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Please give the short particulars of the property mortgaged or charged.

Short particulars

Pattinson South Industrial Estate Washington Tyne and Wear	TY336847	Freehold	Ashtenne (AIF) Limited
Pit Hey Place, Skelmersdale	LA757246	Freehold	Ashtenne (AIF) Limited
Quadrant Distribution Centre, Hardwicke, Stroud, Gloucestershire	GR200948	Freehold	Ashtenne (AIF) Limited
Royal Mail Warehouse, Exeter	DN525742	Freehold	Ashtenne (AIF) Limited
Seaham Grange Industrial Estate / Seaham Grange Food Park / Partnership Court Estate Seaham County Durham	DU235149, DU235146	Freehold/L easehold	Ashtenne (AIF) Limited
Skippers Lane Industrial Estate Commerce Way Wallis Road South Bank Cleveland	CE142259	Freehold	Ashtenne (AIF) Limited
South Park Industrial Estate, Scunthorpe	HS212341	Freehold	Ashtenne (AIF) Limited
St Helens Industrial Estate Bishop Auckland	DU169400, DU162450, DU151628, DU162183, DU224178	Freehold	Ashtenne (AIF) Limited
Stephenson Ind Estate, Washington	TY209782	Freehold	Ashtenne (AIF) Limited
Tanfield Lea South Industrial Estate Alderman Wood Road Stanley County Durham	DU159722, DU173489, DU136790	Freehold	Ashtenne (AIF) Limited
Tatton Court, Warrington	CH379032	Freehold	Ashtenne (AIF) Limited
Tees Court	TES23074, TES26865	Freehold	Ashtenne (AIF) Limited
The Heads of the Valleys Industrial Estate, Rhymney	WA869412	Freehold	Ashtenne (AIF) Limited

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Short particulars

Tofts Farm Industrial Estate Brenda Road Hartlepool Cleveland	CE3681, CE96135, CE21724	Freehold	Ashtenne (AIF) Limited
Units 2 - 9 (inclusive) Noble Square Industrial Estate Brynmawr Blaenavon Gwent	WA798931	Freehold	Ashtenne (AIF) Limited
Units 2 and 3, Nailsea Industrial Estate, The Vines, Nailsea	AV172732	Freehold	Ashtenne (AIF) Limited
Units 6 and 7, Triangle Business Park, Merthyr Tydfil	WA826305	Freehold	Ashtenne (AIF) Limited
Units A & B Twingewick Road, Buckingham	BM200312 and BM230778	Freehold	Ashtenne (AIF) Limited
Wansdyke Factory, Monksdale Road, Oldfield Park, Bath	AV182943	Freehold	Ashtenne (AIF) Limited
Wear Court South Bank Cleveland	TES26865	Freehold	Ashtenne (AIF) Limited
Wear Industrial Estate Sedling Road Washington Tyne and Wear	TY241408, TY209789	Freehold	Ashtenne (AIF) Limited

Schedule 2

Mortgaged Properties

Colliery Lane, Coventry	WK287616	Freehold	Ashtenne (AIF) Limited
Units 67-81 Somers Road, Rugby	WK210509	Freehold	Ashtenne (AIF) Limited
Crowther Industrial Estate Unit 7 Harvey Close Washington & Land to the west and north west of Ayton Road Harvey Close Washington	TY209774 (AIF)	Freehold	Ashtenne (AIF) Limited
Hutton Close, Washington	TY209774	Freehold	Ashtenne (AIF) Limited

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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

Lloyd Court, Crawley	WSX120737	Freehold	Ashtenne (AIF) Limited
Carvers Industrial Estate, Southampton Road, Ringwood	HP551486 and HP147349	Freehold	Ashtenne (AIF) Limited
Capel Hendre Ind Estate, Ammanford	WA780701	Freehold	Ashtenne (AIF) Limited
Kenfig Industrial Estate, Margam, Port Talbot, SA13 2PE and Perpetual Yearly Rentcharge Units 26 - 27 Kenfig Industrial Estate, Margam, Port Talbot, SA13 2PE	WA780698 and CYM356560 and CYM339591	Freehold	Ashtenne (AIF) Limited
Parkway Industrial Estate, Sheffield	SYK117408	Freehold	Ashtenne (AIF) Limited
Blackhorse Road Industrial Estate, Warwickshire	WK186224	Freehold	Ashtenne (AIF) Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4222564
CHARGE NO. 177

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 13
NOVEMBER 2009 AND CREATED BY ASHTENNE INDUSTRIAL
FUND NOMINEE NO.1 LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH CHARGOR TO THE
BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 24 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 DECEMBER
2009

Dx/CH



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES