

MG01

Particulars of a mortgage or charge



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 on a company. To do this, use form MG01s.

THURSDAY



L27

LY7MHEIP

29/10/2009

137

COMPANIES HOUSE

ase

.uk

1

Company details

Company number

4 2 2 2 5 7 3

Company name in full

Ashtenne Industrial Fund Nominee No. 2 Limited

(Chargor)

1 4 2

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

Date of creation of charge

Date of creation

d1 d4 m1 m0 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 Standard Security granted by the Chargor in favour of the Security Agent for itself as a Beneficiary and in its capacity as security agent for the Beneficiaries (which expression "security agent" shall include any successor security agent appointed from time to time) (Security Agent) (Standard Security).

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 Obligor to the Beneficiaries (or any of them) under the Transaction Documents except any obligation which, if it were so included, would result in a contravention of Sections 678 or 679 of the Companies Act 2006 (Secured Liabilities)

Continued at continuation page for Box 4

Continuation page

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

MG01

Particulars of a mortgage or charge

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.	
Name	National Westminster Bank Plc cont.
Address	135 Bishopsgate, London
Postcode	E C 2 M 3 U R
Name	
Address	
Postcode	

Continuation page

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

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. The Debtor granted a Standard Security in favour of the Security Agent over all and whole the properties more particularly described in Part 2 of the Schedule to the Standard Security, as is set out below in the Schedule on sheet 2 of the continuation page for Box 6 of this form MG01; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act, 1970 and any lawful variation thereof operative for the time being apply; And the Debtor agreed that the Standard Conditions are varied to the effect that the provisions contained in the Standard Security apply in addition to the provisions contained in the last mentioned Schedule (and to the extent that the provisions contained in the Standard Security are inconsistent with the provisions contained in the said Schedule, the provisions contained in the Standard Security should be given effect) provided also that the Debtor agreed that (one) the Standard Conditions as so varied are further varied insofar as lawful and applicable by the Facility Agreement, under declaration that, in the event of there being any inconsistency between the terms of the Standard Security and the terms of the Facility Agreement, the terms of the Facility Agreement prevail

Continued at continuation page for Box 6

MG01

Particulars of a mortgage or charge

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 *Andrew Goddard* X

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

MG01

Particulars of a mortgage or charge



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 KAYEJ/BROALA/304919/2551

Company name Addleshaw Goddard LLP

Address Box 500

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country UK

DX

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

MG01 - continuation page

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>In this form MG01 the following terms shall have the following meanings:</p> <p>Accession Letter has the meaning given to that term in the Facility Agreement</p> <p>Affiliate has the meaning given to that term in the Facility Agreement</p> <p>Arranger means National Westminster Bank Plc a member of The Royal Bank of Scotland Group, as arranger of the facility to be provided under the Facility Agreement</p> <p>Beneficiary means each Finance Party and each Lender Hedging Agreement Counterparty (together the Beneficiaries)</p> <p>Borrower means The Ashtenne Industrial Fund Limited Partnership (registered in England under the Limited Partnerships Act 1907 with partnership number LP7663) acting by its general partner Ashtenne Industrial (General Partner) Limited (registered in England with number 4222557)</p> <p>Default has the meaning ascribed to it in the Facility Agreement</p> <p>Duty of Care Agreement has the meaning given to that term in the Facility Agreement</p> <p>Facility Agent means The Royal Bank of Scotland Plc, as facility agent for the Lenders</p> <p>Facility Agreement means the agreement so called dated 11 July 2001 between (1) The Ashtenne Industrial Fund Limited Partnership as Borrower, (2) The Companies listed in part 1 of schedule 1 to the Facility Agreement and Ashtenne Industrial (General Partner) Limited as Original Guarantors, (3) National Westminster Bank Plc as Arranger, (4) The Financial Institutions listed in part 2 of schedule 1 to the Facility Agreement as Original Lenders, (5) The Royal Bank of Scotland plc as Facility Agent, (6) National Westminster Bank Plc as Security Agent and (7) the financial institutions listed in part 3 of schedule 1 to the Facility Agreement 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 by amendment and restatement agreements between the parties dated (i) 7 September 2006 and (ii) on or around the date of the Standard Security between the parties, as further amended, supplemented, novated, extended or restated from time to time</p> <p>Fee Letter has the meaning given to that term in the Facility Agreement</p> <p>Continued at sheet 2 of the continuation page for Box 4</p>	

MG01 - continuation page

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>Continued from sheet 1 of the continuation page for Box 4</p> <p>Finance Document means the Standard Security, the Facility Agreement, any Accession Letter, each Security Document, each Fee Letter, each Duty of Care Agreement and any other document designated as such by the Facility Agent and the Borrower</p> <p>Finance Party means the Arranger, each Lender, the Facility Agent and the Security Agent</p> <p>Guarantor has the meaning given to that term in the Facility Agreement</p> <p>Lender means (a) any Original Lender and (b) any bank or financial institution which has become a Party in accordance with the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p>Lender Hedging Agreement has the meaning given to that term in the Facility Agreement</p> <p>Lender Hedging Agreement Counterparty means (a) any Original Lender Hedging Agreement Counterparty and (b) any Lender or Affiliate of a Lender which is counterparty to a Lender Hedging Agreement (and each permitted assignee or transferee of each Lender or Affiliate (as defined in the Facility Agreement) of such Lender acting in its capacity as such counterparty)</p> <p>Obligor means the Borrower or a Guarantor</p> <p>Original Guarantors has the meaning given to that term in the Facility Agreement</p> <p>Original Lenders means the financial institutions listed in Part 2 of Schedule 1 to the Facility Agreement</p> <p>Original Lender Hedging Agreement Counterparty has the meaning given to that term in the Facility Agreement</p> <p>Party has the meaning given to that term in the Facility Agreement</p> <p>Security Document has the meaning given to that term in the Facility Agreement</p> <p>Transaction Documents means each Finance Document and Lender Hedging Agreement</p>	

MG01 - continuation page

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge

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

Name	as Security Agent (as defined above)
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

MG01 - continuation page

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

and (Two) the whole terms, undertakings, powers, rights, provisions and others contained in the Facility Agreement and applicable to those properties more particularly described in Part 2 of the Schedule to the Standard Security, as is set out below in the Schedule on sheet 2 of the continuation page for Box 6 of this form MG01, are incorporated and held to be repeated in the Standard Security, *mutatis mutandis*.

2. Restrictions on Grant of Other Securities and Others

2.1 It shall be an obligation on the Debtor not to create, or agree to create, a subsequent security over the interest in land affected by the Standard Security or any part thereof (otherwise than in favour of the Security Agent), or to assign or convey the same interest or any part thereof to any person without the prior consent in writing of the Security Agent, which consent, if granted, may be so granted subject to such conditions as the Security Agent may see fit to impose.

2.2 Without prejudice to the effect of Section 13 (1) of the Conveyancing and Feudal Reform (Scotland) Act, 1970 (and also without prejudice to Clause 3.1 of the Standard Security, as set out in paragraph 2.1 of this form MG01), if the Security Agent receives notice of any subsequent security or other like interest affecting the interest in land affected by the Standard Security or any part or parts thereof, the Security Agent shall be entitled (whether or not consent has been given) to close any account or accounts with the Debtor in the books of the Security Agent and to open a new account or accounts in place thereof. If the Security Agent does not do so, it shall nevertheless be treated as if it had done so at any time when it receives notice and, as from that time, all payments made by the Debtor to the Security Agent shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Debtor to the Security Agent at the time when it received the notice. If the Debtor shall have more than one account with the Security Agent, the Security Agent may, at any time without notice, forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit.

Continued at sheet 2 of the continuation page for Box 6

MG01 - continuation page

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

Continued from sheet 1 of the continuation page for Box 6

3. Default

For the purposes of Standard Condition 9 of Schedule 3 to The Conveyancing and Feudal Reform (Scotland) Act 1970, the Debtor shall be held to be in default in addition to the grounds specified in Standard Condition 9 on the occurrence of any Default.

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

Debtor means Ashtenne Industrial Fund Nominee No.1 Limited, incorporated under the Companies Acts (Registered Number 4222564) and having its Registered Office at 1 Poultry, London, and Ashtenne Industrial Fund Nominee No.2 Limited, incorporated under the Companies Acts (Registered Number 4222573) and having its Registered Office at 1 Poultry, London as trustees for the Ashtenne Industrial Fund Limited Partnership (Registered Number LP7663) whose principal place of business is at 1 Poultry, London

Schedule

The Properties

ALL and WHOLE the subjects at Hardengreen Industrial Estate, Dalhousie Road, Dalkeith EH22 3NX registered in the Land Register of Scotland under Title Number MID48246

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ What this form is for
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction.

✗ What this form is NOT for
You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland.

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details		For official use	
Company number	4 2 2 2 5 7 3	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *	
Company name in full	Ashtenne Industrial Fund Nominee No 2 Limited (Chargor)		
2 Date charge presented			
Date of, and parties to, the charge	It is hereby certified that the charge ① dated 30 September 2009 between the Chargor and National Westminster Bank Plc as Security Agent (as defined in the MG01) was presented for registration on d1 d4 m1 m0 y2 y0 y0 y9	① As described on form MG01 'Particulars of a mortgage or charge'. ② Please tick as appropriate.	
Jurisdiction	in ② <input checked="" type="checkbox"/> Scotland <input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland		
3 Signature			
Signature	Please sign the form here. Signature X <i>Addeshaw Goddard L V</i> X This form must be signed by a person with an interest in the registration of the charge.		

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



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 KAYE/BROALA/304919/2551

Company name Addleshaw Goddard LLP

Address Box 500

Companies House

21 Bloomsbury Street

Post town LONDON

County/Region

Postcode W C 1 B 3 X D

Country

DX 47 London

Telephone 020 7160 3380



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 shown the date of, and parties to, the charge in Section 2.
- ☐ You have declared where the charge was presented for registration.
- ☐ You have enclosed the form MG01 and a verified copy of the deed.
- ☐ 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,
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



FILE COPY

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

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 4222573

CHARGE NO. 142

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 14
OCTOBER 2009 AND CREATED BY ASHTENNE INDUSTRIAL
FUND NOMINEE NO.2 LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH OBLIGOR 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 XII OF THE
COMPANIES ACT 1985 ON THE 29 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2009

L.C. Sel.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES