

MG01

Particulars of a mortgage or charge

228208 178



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  
company. To do this, please use  
form MG01s

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19/07/2011

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COMPANIES HOUSE

**1** Company details

Company number 0 7 6 8 0 3 1 5

Company name in full Aberdeen Chippenham Nominee 2 Limited (the **Chargor**)

**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 m0 m7 y2 y0 y1 y1

**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 security agreement dated 14 July 2011 between, among others, the  
Chargor and the Facility Agent (as defined below) (the **Security  
Agreement**).

**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 Borrower (as defined below) to  
any Finance Party (as defined below) under each  
Finance Document (as defined below) except for any  
obligation which, if it were so included, would  
result in the Security Agreement contravening  
Section 151 of the Companies Act 1985 (the **Secured  
Liabilities**)

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

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## 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

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

Name Deutsche Pfandbriefbank AG (the **Facility Agent**)

Address 21st Floor, 30 St Mary Axe

London

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

Please see continuation sheets - 7 in total

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## 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 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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## 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 Tom Jokelson BK 17574713

Company name Allen & Overy LLP

Address 1 Bishops Square

Post town London

County/Region Greater London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 02030883993



### 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](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)

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## Particulars of a mortgage or charge

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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

#### 1. CREATION OF SECURITY

##### 1.1 General

(a) All the security created under the Security Agreement

(i) is created in favour of the Facility Agent,

(ii) is security for the payment and satisfaction of all the Secured Liabilities, and

(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Facility Agent holds the benefit of the Security Agreement on trust for the Finance Parties

##### 1.2 Land

(a) The Chargor charges by way of a first legal mortgage all estates or interests in the Real Property

(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes

(i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and

(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

##### 1.3 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest relating to the Mortgaged Property

##### 1.4 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, and

(d) under each appointment of a Managing Agent

##### 1.5 Miscellaneous

The Chargor charges by way of first fixed charge

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset, and</p> <p>(b) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (a) above</p> <p><b>2. RESTRICTIONS ON DEALINGS</b></p> <p><b>2.1 Security</b></p> <p>Except as expressly allowed in the Credit Agreement, the Chargor may not create or permit to subsist any Security Interest on any Security Asset (other than pursuant to the Security Agreement)</p> <p><b>2.2 Disposals</b></p> <p>Except as expressly allowed in the Credit Agreement, the Chargor may not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset or with the prior consent of the Facility Agent</p> <p><b>IN THIS MG01:</b></p> <p><b>Additional Hedging Counterparty</b> means a bank or financial institution which becomes a Hedging Counterparty after 8 November 2007</p> <p><b>Additional Property</b> means the Stevenage Property the Chippenham Property and any other real property the security over which is created by a Security Document entered into after the first Utilisation Date, as described in that Security Document and, where the context so requires, includes the buildings on that Additional Property and Additional Properties means all of them</p> <p><b>Administrative Party</b> means the Arranger or the Facility Agent</p> <p><b>Agreement for Lease</b> means an agreement to grant an Occupational Lease of all or part of a Property</p> <p><b>Arranger</b> means Deutsche Pfandbriefbank AG</p> <p><b>Borrower</b> means Aberdeen Property UK Retail Parks Partnership (Registered No LP 6175) (formerly The Regent Retail Parks Partnership) acting by its general partner Regent Property Partners (Retail Parks) Limited</p> <p><b>Bristol Debenture</b> means the debenture over the Bristol Property executed by (amongst others) the Borrower and the Bristol Nominee dated 17 January 2007</p> <p><b>Bristol Nominee</b> means Regent Retail Parks (Newcastle) Limited</p> <p><b>Bristol Property</b> means Brislington Retail Park, Bath Road, Bristol</p> <p><b>Chippenham Debenture</b> means the security agreement over the Chippenham Property entered into or to be entered into by the Borrower, the General Partner and the Chippenham Nominees</p>

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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

**Chippenham Nominee** means Aberdeen Chippenham Nominee 1 Limited (Registered number 7680319) or Aberdeen Chippenham Nominee 2 Limited (Registered number 7680315)

**Chippenham Property** means the freehold property known as Hathaway Retail Park, Foundry Lane, Chippenham, Wiltshire registered with title absolute under title number WT123979

**Credit Agreement** means the £68,100,000 credit agreement dated 17 January 2007 (as amended and restated by supplemental agreements dated 9 November 2007, 9 October 2009 and on or about the date of the Security Agreement) between, among others, the Borrower and the Facility Agent, as the same may be amended and restated from time to time

**Facility** means a credit facility made available under the Credit Agreement

**Finance Document** means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) any Hedging Arrangement,
- (d) a Priority Deed,
- (e) a Transfer Certificate,
- (f) a Hedging Counterparty Accession Agreement,
- (g) a Supplemental Agreement, or
- (h) any other document designated as such by the Facility Agent and the Borrower

**Finance Party** means a Lender, a Hedging Counterparty or an Administrative Party

**General Partner** means Regent Property Partners (Retail Parks) Ltd

**Hedging Arrangement** means any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Credit Agreement

**Hedging Counterparty** means the Original Hedging Counterparty and an Additional Hedging Counterparty

**Hedging Counterparty Accession Agreement** means a letter, substantially in the form of part 2 of schedule 5 (Form of Accession Documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**Lease Document** means

- (a) an Agreement for Lease,
- (b) an Occupational Lease, or

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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

(c) any other document designated as such by the Facility Agent and the Borrower

**Leeds Debenture** means the security agreement over a property at Leeds executed by, among others, the Borrower, the General Partner and the Leeds Nominee on or about 22 November 2007

**Leeds Nominee** means Barclays Nominees (George Yard) Limited (Company Registration Number 509240) of 1 Churchill Place, Canary Wharf, London E14 5HP

**Lender** means

(a) the Original Lender, or

(b) any person which becomes a Lender after the date of the Credit Agreement

**Managing Agent** means Arlington Business Services Limited (registered number 2467128) or any other managing agent appointed by the Borrower in respect of each Property with the approval of the Facility Agent (such approval not to be unreasonably withheld or delayed)

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Assets

**Newcastle Debenture** means the debenture over the Newcastle Property executed by (amongst others) the Borrower and the Newcastle Nominee dated 17 January 2007

**Newcastle Nominee** means Regent Retail Parks (Newcastle) Limited

**Newcastle Property** means Newcastle Shopping Park, Shields Road, Fossway, Newcastle

**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

**Original Hedging Counterparty** means Deutsche Pfandbriefbank AG

**Original Lender** means Deutsche Pfandbriefbank AG

**Original Property** means each property listed in Part 2 of Schedule 1 (Original Parties and Properties) of the Credit Agreement as described in a Security Document and, where the context so requires, includes the buildings on that Original Property and **Original Properties** means all of them

**Priority Deed** means

(a) the priority deed dated on or about 9 November 2007 between, among others, the Borrower and the Facility Agent in respect of the Bristol Property and the Newcastle Property,

(b) the priority deed dated on or about 9 November 2007 between, among others, the Borrower and the Facility Agent in respect of, amongst others, the Stevenage Property,

(c) the priority deed dated on or about 9 October 2009 between, among others, the Borrower and the Facility Agent in respect of the Two Rivers Trust,

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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

(d) the priority deed dated 14 July 2011 between, among others, the Borrower and the Facility Agent in respect of the Chippenham Property, or

(e) any other priority deed entered into by the Borrower and the Facility Agent in relation to any other Additional Property.

**Property** means an Original Property or an Additional Property and Properties means all of them

**Real Property** means all that freehold property known as Hathaway Retail Park, Foundry Lane, Chippenham, Wiltshire registered with title absolute under title number WT123979

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of the Borrower in connection with the letting of any part of a Property, including 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 the Borrower,
- (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 the surrender or variation of any Lease Document,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,
- (h) any Tenant Contributions, and
- (i) 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 the Borrower

**Security Agreement** means each of

- (a) the Bristol Debenture,
- (b) the Newcastle Debenture,
- (c) the Stevenage Debenture,
- (d) the Leeds Debenture,

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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>(e) the Wolverhampton Debenture,</p> <p>(f) the Chippenham Debenture,</p> <p>(f) the Unit Trust Security Agreement, and</p> <p>(g) any other security agreement evidencing or creating security over an Additional Property to secure any obligation of the Borrowers to a Finance Party under the Finance Documents</p> <p><b>Security Asset</b> means all assets of the Chargor the subject of any security created by the Security Agreement</p> <p><b>Security Document</b> means</p> <p>(a) a Security Agreement,</p> <p>(b) any other document evidencing or creating security over any asset to secure any obligation of the Borrower to a Finance Party under the Finance Documents, or</p> <p>(c) any other document designated as such by the Facility Agent and the Borrower</p> <p><b>Security Interest</b> means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p><b>Stevenage Debenture</b> means the security agreement over the Stevenage Property executed by, among others, the Borrower, the General Partner and the Stevenage Nominee dated 22 November 2007</p> <p><b>Stevenage Nominee</b> means Barclays Nominees (George Yard) Limited (Company Registration Number 509240) of 1 Churchill Place, Canary Wharf, London E14 5HP</p> <p><b>Stevenage Property</b> means Roaring Meg Retail Park, Stevenage</p> <p><b>Supplemental Agreement</b> means</p> <p>(a) the supplemental agreement in relation to the Credit Agreement dated on or about 9 November 2007 between, among others, the Borrower and the Facility Agent,</p> <p>(b) the supplemental agreement in relation to the Credit Agreement dated on or about 9 October 2009 between, among others, the Borrower and the Facility Agent,</p> <p>(c) the supplemental agreement in relation to the Credit Agreement dated 14 July 2011 between, among others, the Borrower and the Facility Agent</p> <p><b>Tenant Contributions</b> means any amount paid or payable to the Borrower by any tenant under a Lease Document or any other occupier of a Property, by way of</p> <p>(a) contribution to</p> <p>(i) insurance premia,</p> <p>(ii) the cost of an insurance valuation,</p>

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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

(iii) a service charge in respect of the Borrower's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property, or

(iv) a sinking fund, or

(b) value added tax or similar taxes

**Transfer Certificate** means a certificate, substantially in the form of part 1 of schedule 5 (Forms of Accession documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower

**Two Rivers Trust** means the unit trust constituted by the Two Rivers Trust Instrument

**Two Rivers Trust Instrument** means the restated trust instrument dated 30 May 2007 between BNP Paribas Securities Services Trust Company (Jersey) Limited (formerly known as BNP Paribas Securities Services Custody Bank Limited and previously RBSI Custody Bank Limited) and BNP Paribas Securities Services Trust Company Limited (formerly known as RBSI Trust Company Limited) and Aberdeen Property Fund Management (Jersey) Limited

**Unit Trust Security Agreement** means the Jersey law security agreement pursuant to which the Borrower grants a Security Interest to the Finance Parties over 71% of the Borrower's 62.5% interest in the Two Rivers Trust (being 364,175 Units)

**Utilisation Date** means each date on which a Facility is utilised

**Wolverhampton Debenture** means the security agreement over a property at Wolverhampton executed by, among others, the Borrower, the General Partner and the Wolverhampton Nominee on or about 9 November 2007

**Wolverhampton Nominee** means Regent Retail Parks (St John's Wolverhampton) Limited (formerly NPI (St John's Wolverhampton) Limited) (Company Registration Number 03938371)



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

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

**COMPANY NO. 7680315  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 14  
JULY 2011 AND CREATED BY ABERDEEN CHIPPENHAM  
NOMINEE 2 LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE BORROWER 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 19  
JULY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JULY 2011**



*Companies House*  
— for the record —



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