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In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

**MR01****Particulars of a charge****IRIS Laserform**

**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  
register a charge whe  
instrument Use form

For further information, please



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\*A30RLBJT\*

01/02/2014

#112

COMPANIES HOUSE

SATURDAY

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 ac  
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form This will be  
scanned and placed on the public record

**1 Company details**

Company number 0 7 7 1 7 0 9 1 ✓

Company name in full Wellesbourne Distribution Park GP Limited acting as General Partner  
of the Wellesbourne Distribution Park Limited Partnership ✓

4 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 d3 d1 m0 m1 y2 y0 y1 y4 ✓

**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 Santander UK plc (Lender) ✓

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

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### 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

Freehold land on the west side of Loxley Road, Wellesbourne, Warwick registered at the Land Registry with title absolute under title number WK465065 ✓

Freehold land on the north west side of Loxley Road, Wellesbourne registered at the Land Registry with title absolute under title number WK336591 ✓

Freehold land lying on the north west side of Loxley Road, Wellesbourne registered at the Land Registry with title absolute under title number WK333174 ✓

Freehold land being Q Block, Wellesbourne, Mountford registered at the Land Registry with title absolute under title number WK331540 ✓

Freehold land being Land at Airfield Industrial Estate, Loxley Road, Wellesbourne registered at the Land Registry with title absolute under title number WK323326 ✓

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

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### 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

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**Trustee statement** ⓘ

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

☐

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

9

**Signature**

Please sign the form here

Signature




Signature




X *Addle Shaw Goddard LLP* X

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

# MR01

## Particulars of a charge

	<b>Presenter information</b>
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	JELLSE/16110-558
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	United Kingdom
DX	47 London
Telephone	020 7606 8855
	<b>Certificate</b>
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.	
	<b>Checklist</b>
We may return forms completed incorrectly or with information missing.	
Please make sure you have remembered the following:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	
	<b>How to pay</b>
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'.	
	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.	
<b>For companies registered in England and Wales:</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland:</b> 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)	
<b>For companies registered in Northern Ireland:</b> 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	

	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	



FILE COPY

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

Company number: 7717091

Charge code: 0771 7091 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2014 and created by WELLESBOURNE DISTRIBUTION PARK GP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st February 2014.

Given at Companies House, Cardiff on 4th February 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated 31 January 2014 <sup>AL</sup>

**WELLESBOURNE DISTRIBUTION PARK GP LIMITED as general partner of the  
WELLESBOURNE DISTRIBUTION PARK LIMITED PARTNERSHIP**

and

**ABERDONE S.À R.L.  
as Borrowers**

**WELLESBOURNE DISTRIBUTION PARK GP LIMITED  
as General Partner**

**ABERDONE S.À R.L.  
as Nominee**

and

**SANTANDER UK plc  
as Lender**

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**SUPPLEMENTAL CHARGE BY WAY OF  
LEGAL MORTGAGE**

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

DATE 31-1-14  
ADDLESHAW GODDARD LLP

**ADDLESHAW GODDARD**

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This Deed is made on

31 January

2014 <sup>4</sup> AG

Between

- (1) **Wellesbourne Distribution Park GP Limited** (registered in England & Wales with number 07717091) as general partner of the **Wellesbourne Distribution Park Limited Partnership** (established in England & Wales with registered number LP014590 (**Limited Partnership**),
- (2) **Aberdone S.à r.l** a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg with its registered office at 6, route de Trêves, L 2633 Senningerberg, Luxembourg, whose share capital is £20,000 and registered with the Luxembourg Register of Commerce and Companies under the number B162146 (**Aberdone**),  
  
(the Limited Partnership and Aberdone are together the **Borrowers** and each a **Borrower**),
- (3) **Wellesbourne Distribution Park GP Limited** (registered in England & Wales with number 07717091) (**General Partner**),
- (4) **Aberdone S.à.r.l.** a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg with its registered office at 6, route de Trêves, L 2633 Senningerberg, Luxembourg, whose share capital is £20,000 and registered with the Luxembourg Register of Commerce and Companies under the number B162146 (**Nominee**),
- (5) **Santander UK plc** (**Lender**)

It is agreed

## 1 Definitions and Interpretation

### 1.1 Definitions

In this Deed

**Aberdone Property** has the meaning ascribed to it in schedule 1 (Properties)

**Chargors** means the Borrowers, the General Partner and the Nominee (each a **Chargor**)

**Debenture** means the Debenture dated 7 September 2011 and provided by the Borrowers and the Nominee in favour of the Lender

**Facility Agreement** means the facility agreement between the Borrowers as borrowers, the General Partner as general partner, the Nominee as nominee and the Lender as lender dated 7 September 2011 under which the Lender agreed to make available to the Borrowers the Loans (as defined therein)

**Limited Partnership Property** means has the meaning ascribed to it in schedule 1 (Properties)

**Luxembourg** means Grand Duchy of Luxembourg

**Party** means a party to this Deed

**Properties** means, together, the Aberdone Property and the Limited Partnership Property

### 1.2 Interpretation



- (a) Unless otherwise defined in this Deed, a term defined in the Debenture has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) Clause 1 2 (Interpretation) of the Debenture is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Deed** (meaning the **Debenture**) shall be read as a reference to this Deed

**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 Deed 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 Deed or any other Finance Document entered into under or in connection with it

**1 4 Debenture**

- (a) This deed is supplemental to the Debenture.
- (b) On and from the date of this Deed, the Properties shall be deemed to form part of the Secured Assets and the Secured Property for the purposes of the Debenture
- (c) Clauses 2 (Covenant to pay), 3 9 (Documents of Title), 3 10 (Assets inside Luxembourg), 3 11 (Small company moratorium), 4 (Continuing security), 5 (Negative Pledge), 6 (Restrictions on disposals), 7 (Further assurance), 12 (Security power of attorney), 13 (Enforcement of security), 14 (Receiver) to 31 (Fees, Costs and Expenses) and 34 (Enforcement) (inclusive) of the Debenture shall apply to this Deed, the Properties and the realisation of the Security created under this Deed as if set out in this Deed in full but so that each reference in those clauses to **this Deed** (meaning the Debenture) shall be read as a reference to this Deed
- (d) The Debenture shall remain in full force and effect and all references in the Finance Documents to the Debenture shall be to the Debenture as amended and/or supplemented by this Deed

**1 5 Incorporated terms**

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

**2 Charging provisions**

**2 1 General**

All Security created by each Chargor under clauses 2 2 to 2 3 inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the each Chargor in and to the relevant Secured Asset,
- (d) granted in favour of the Lender, and
- (e) granted pursuant to clause 7 (Further assurance) of the Debenture.

**2.2 First legal mortgages**

- (a) The General Partner and the Nominee charge (joint and severally) by way of first legal mortgage the Limited Partnership Property and all Fixtures on the Limited Partnership Property.
- (b) Aberdone charges by way of first legal mortgage the Aberdone Property and all Fixtures on the Aberdone Property

**2.3 First fixed charges**

Each Chargor charges by way of first fixed charge to the extent that any legal mortgage in clause 2.2 is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause

**3 Land Registry**

**3.1 Application for restriction**

- (a) In relation to land and buildings situated in England and Wales, title to which is registered or is to be registered at the Land Registry, each Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of its Property.
- (b) Each Chargor confirms that its Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003

**4 Finance Document**

This Deed is a Finance Document

**5 Counterparts**

This Deed and/or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed and/or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

**6 Governing law**

EXECUTION VERSION

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

**This Deed** has been executed as a deed and delivered on the date given at the beginning of this Deed

**The Schedule**

**Properties**

**Registered Land**

- 1** Freehold land on the north west side of Loxley Road, Wellesbourne, Warwick registered with title absolute under title number WK465066
- 2** Freehold land on the west side of Loxley Road, Wellesbourne, Warwick registered with title absolute under title number WK465065
- 3** Freehold land on the north west side of Loxley Road, Wellesbourne registered with title absolute under title number WK336591
- 4** Freehold land lying on the north west side of Loxley Road, Wellesbourne registered with title absolute under title number WK333174
- 5** Freehold land being Q Block, Wellesbourne, Mountford registered with title absolute under title number WK331540
- 6** Freehold land being Land at Airfield Industrial Estate, Loxley Road, Wellesbourne registered with title absolute under title number WK323326

The property at 1, the **Aberdone Property** and the properties at 2 to 6 (inclusive), the **Limited Partnership Property**

SIGNATORIES TO THE DEED

**Borrowers**

Executed as a deed by  
**Wellesbourne Distribution Park Limited**  
**Partnership** acting by its general partner  
**Wellesbourne Distribution Park GP Limited**  
acting by a director in the presence of

)  
)  
)  
)

Director

Signature of witness

Name *Liliya Dorozhova*

Address *Finbury Dials*  
*20 Finbury Street*  
*London, EC2Y 9AQ*

Executed as a deed on behalf of  
**Aberdome S.à r.l.**, a company incorporated in  
Luxembourg by Mark Doherty  
being a person who, in accordance with the  
laws of that territory, is acting under the  
authority of the company

)  
)  
)  
)  
)  
)  
)  
)

Authorised signatory

**General Partner**

Executed as a deed by )  
**Wellesbourne Distribution Park GP Limited** )  
acting by a director in the presence of ) Director

Signature of witness

Name *Lilya Dorozhovets*

Address *Finbury Dials*  
*20 Finbury Street*  
*London, EC2Y 9AQ*

**Nominee**

Executed as a deed on behalf of  
**Aberdome S.à r.l.**, a company incorporated in  
Luxembourg by Mark Doherty  
being a person who, in accordance with the  
laws of that territory, is acting under the  
authority of the company

)  
)  
)  
)  
[REDACTED]  
)  
)  
)

Authorised signatory

**Mark Doherty**

**The Lender**

Executed as a deed

by JAMES WARE

as duly authorised attorney

for and on behalf of Santander UK plc

in the presence of

Signature of witness

Name SEBASTIANO CARRELLI

Address VICTORY HOUSE, VISION

PARK, CAMBRIDGE, CB24 9ZK