



Registration of a Charge

Company name: **HANSTEEN (GENERAL PARTNER 2) LIMITED**

Company number: **08318099**



X3AVNR18

Received for Electronic Filing: **26/06/2014**

Details of Charge

Date of creation: **17/06/2014**

Charge code: **0831 8099 0009**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT**

Brief description: **AS MORE PARTICULARLY DESCRIBED IN CLAUSE 4 OF THE LEGAL CHARGE BY WAY OF SUPPLEMENT TO A DEBENTURE DATED 31 JANUARY 2013, A FIRST LEGAL MORTGAGE AND FIRST FIXED CHARGE OVER (1) UNITS A, B, C, 30-64 PENNYWELL ROAD, BRISTOL, BS5 0TL, REGISTERED AT THE LAND REGISTRY AS LAND ON THE NORTH WEST SIDE OF PENNYWELL ROAD, BRISTOL UNDER TITLE NUMBER AV10666 AND (2) UNITS 1, 2, 3 AND 4 LICHFIELD ROAD, ASTON, BIRMINGHAM, B6 5SN, REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER WM219457. FOR FURTHER DETAILS OF PROPERTY CHARGED PLEASE SEE SCHEDULE 2 OF THE LEGAL CHARGE.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PAUL CASTLE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8318099

Charge code: 0831 8099 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th June 2014 and created by HANSTEEN (GENERAL PARTNER 2) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th June 2014 .

Given at Companies House, Cardiff on 26th June 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated 17 June 2014

- (1) Hansteen UK Industrial Property II Limited Partnership
- (2) The other companies listed in Schedule 1
- (3) The Royal Bank of Scotland plc as Security Agent

Legal Charge by way of supplement to a Debenture dated 31 January 2013

Eversheds LLP
Bridgewater Place
Water Lane
Leeds
LS11 5DR

Tel 0845 497 9797
Fax 0845 498 4994
Int +44 113 243 0391
DX 12027 Leeds-27
www.eversheds.com

This Deed is made on

17 June

2014 between:

- (1) **Hansteen UK Industrial Property II Limited Partnership**, with registration number LP015333 and having its registered office at 6th Floor, Clarendon House, 12 Clifford Street, London W1S 2LL acting by its general partner, Hansteen (General Partner 2) Limited, having its registered office at 6th Floor, Clarendon House, 12 Clifford Street, London W1S 2LL with company number 08318099 (the "**First Chargor**");
- (2) the companies listed in Schedule 1; and
- (3) **The Royal Bank of Scotland plc** in its capacity as Security Agent.

1. **INTERPRETATION**

1.1 **Expressly defined terms**

In this Deed, the following words and phrases have the specified meanings.

"**Debenture**" means the debenture dated 31 January 2013 between, amongst others, the First Chargor and The Royal Bank of Scotland plc as Security Agent as amended, novated, supplemented, extended or restated from time to time.

1.2 **Definitions contained in the Debenture**

Unless such term is expressly defined in this Deed (in which case the definition in this Deed shall prevail) or some other contrary indication appears, each term used in this Deed which is defined in the Debenture shall have the same meaning as in the Debenture.

1.3 **Interpretation**

1.3.1 Without prejudice to the operation of any applicable term of the Debenture or any other Finance Document, the provisions of clause 1.3 (*Construction*), clause 1.4 (*Third Party Rights*), clause 1.5 (*Incorporation of other terms*), clause 5 (*Further Assurance*), clause 6 (*Negative Pledge*), clauses 9 (*Enforceability*) to and including 16 (*Other Miscellaneous Provisions*) and clause 18 (*This Deed*) of the Debenture shall apply (*mutatis mutandis*) to this Deed as if set out in this Deed in full and as if any reference in any such clause to "this Deed" were a reference to this Deed.

1.3.2 The Debenture, as supplemented by this Deed, shall remain in full force and effect. Any reference in the Debenture to "this Deed" or "this debenture" or in any other document to the Debenture or any equivalent identifying reference shall, unless the context requires otherwise, be construed as a reference to the Debenture as supplemented by this deed and from the date of this Deed the Debenture shall be read as if the Security created pursuant to this Deed were incorporated in the Security created pursuant to the Debenture.

1.3.3 This Deed is a Finance Document.

2. **COVENANT TO PAY**

Each Chargor, as primary obligor and not merely as surety, covenants with the Security Agent that it will pay, discharge and perform the Secured Obligations on demand and in the manner provided in the Finance Documents.

3. **LIMITED RECOURSE**

3.1 Notwithstanding Clause 2 (Covenant to pay), it is expressly agreed and understood that:

3.1.1 the sole recourse of the Security Agent to the Guarantors under the Debenture is to the Guarantors' interest in the Secured Assets; and

3.1.2 the liability of the Guarantors to the Security Agent under or in connection with the Debenture or any other Finance Document will be:

3.1.2.1 limited in aggregate to an amount equal to that recovered as a result of enforcement of the Debenture with respect to the Secured Assets; and

3.1.2.2 satisfied only from the proceeds of sale or other disposal or realisation of the Secured Assets pursuant to the Debenture,

provided that the Security Agent or any Enforcement Party or nominee of either shall be entitled as part of and/or to assist in any steps in respect of the realisation or disposal of the Secured Assets to take any proceedings against the relevant Chargor to obtain a declaratory or other similar judgment or order as to the liability of such Chargor under the Debenture.

3.2 The provisions of Clause 3.1 shall only limit the liability of the relevant Guarantor for the discharge of the indebtedness outstanding pursuant to the Debenture and shall not (a) until all Secured Assets are realised and proceeds of sale received, reduce the amount of or discharge such obligations themselves or limit or in any way restrict the accrual of interest on any amount and (b) derogate from or otherwise limit the rights of recovery, realisation or application by the Security Agent or any amount from any person other than such Chargor under or pursuant to the Finance Documents or with respect to anything assigned, charged, pledged or secured to the Security Agent under or pursuant to any of the Finance Documents.

4. **SECURITY**

4.1 **Legal charges**

4.1.1 By way of supplement and in addition to clause 4.1 (*Fixed charges*) of the Debenture, each Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Agent:

(a) by way of first legal mortgage, all its Portfolio Property identified in Schedule 2 (*Details of Property*) to this Deed; and

(b) by way of first fixed charge, (i) all the Portfolio Property identified in Schedule 2 (*Details of Property*) to this Deed (to the extent that such Portfolio Property is not subject to a valid legal mortgage under clause (a) above, (ii) any other rights, title or interest of such Chargor in the Portfolio Property

identified in Schedule 2 (*Details of Property*) to this Deed and
(iii) all Associated Rights in relation to such Portfolio Property.

- 4.1.2 By executing this Deed, the Chargors acknowledge and agree that clauses 4.1 (*Fixed charges*) and 4.2 (*Assignments by way of security*) of the Debenture serve to charge and assign any Derivative Payments in relation to the assets charged pursuant to Clause 4.1.1 above and any reference in the Debenture to "Derivative Payment" shall be deemed to include any Derivative Payments in relation to the assets charged pursuant to Clause 4.1.1 above.

4.2 **Continuing security**

The provisions of this Deed will apply at all times (unless and until discharged by the Security Agent) (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

4.3 **Miscellaneous**

- 4.3.1 All the Security created by this Deed by any Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 4.3.2 Clause 4.1 shall be read and construed as if each asset described, and each asset comprised within any category of asset described were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.
- 4.3.3 The fact that no or incomplete details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by this Deed.

5. **COMMUNICATIONS**

- 5.1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Deed for any communication or document to be made or delivered under or in connection with this Deed are:

- 5.1.1 in the case of each Chargor and the Security Agent, those given for them on the signature pages of this Deed; and
- 5.1.2 in the case of each Receiver and each Delegate, those notified in writing to the Security Agent (whether in that capacity or in any other capacity) by such Receiver or Delegate (or by the Security Agent on its behalf) as soon as practicable after its respective appointment,

or any substitute address, fax number or department or officer as the relevant person may notify to the Security Agent (or as the Security Agent may notify to the other party to this Deed, if a change is made by the Security Agent) by not less than 5 Business Days' notice.

6. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

The Chargors other than the First Chargor

Hansteen Star Portfolio Nominee Limited

Place of Incorporation : England and Wales
Registered Office : 6th Floor, Clarendon House, 12 Clifford Street, London
W1S 2LL
Registered Number : 08326782

Hansteen Star Portfolio Nominee No 2 Limited

Place of Incorporation : England and Wales
Registered Office : 6th Floor, Clarendon House, 12 Clifford Street, London
W1S 2LL
Registered Number : 08326839

SCHEDULE 2

Details of Property

1. **Name of legal owner: Hansteen Star Portfolio Nominee Limited and Hansteen Star Portfolio Nominee No 2 Limited (held on trust for Hansteen UK Industrial Property II Limited Partnership)**

Name of beneficial owner: Hansteen UK Industrial Property II Limited Partnership

	Description/Address	Freehold/ Leasehold/	Title Reference	Number
1.	Units A, B, C, 30-64 Pennywell Road, Bristol BS5 0TL registered at the Land Registry as land on the North West side of Pennywell Road, Bristol	Freehold	AV10666	
2.	Units 1, 2, 3 and 4 Lichfield Road, Aston, Birmingham, B6 5SN.	Freehold	WM219457	

SIGNATORIES TO THE SUPPLEMENTAL DEED

The First Chargor

Executed as a deed by
**Hansteen UK Industrial Property II
Limited Partnership**,
acting by Hansteen (General Partner 2)
Limited, general partner, acting by a
director in the presence of:

Director

Witness Signature:

Name: Sarah Michaela Hornbuckle
Address: 6th Floor Clarendon House
12 Clifford Street
London W1S 2LL
Occupation: Company Secretary

Communications to be delivered to:

Address: 6th Floor, Clarendon House
12 Clifford Street
London W1S 2LL
Fax number: +44 207 408 7001
Attention: Janine McDonald

The Chargors (other than the First Chargor)

Executed as a deed by **Hansteen Star
Portfolio Nominee Limited**,
acting by a director

Communications to be delivered to:

Director

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Address:

6th Floor
Clarendon House
12 Clifford Street
London W1S 2LL

Fax number: + 44 207 408 7001

Attention: Janine McDonald

Sarah Michaela Hornbuckle

6th Floor Clarendon House
12 Clifford Street
London W1S 2LL

Company Secretary

Executed as a deed by **Hansteen Star**
Portfolio Nominee No 2
Limited,
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Sarah Michaela Hornbuckle

6th Floor Clarendon House
12 Clifford Street
London W1S 2LL

Company Secretary

Communications to be delivered to:

Address:

6th Floor
Clarendon House
12 Clifford Street
London W1S 2LL

Fax number: + 44 207 408 7001

Attention: Janine McDonald

The Security Agent

Signed and delivered as a Deed)
for and on behalf of)
The Royal Bank of Scotland plc,)
by a duly authorised Attorney)

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Communications to be delivered to:

Address: 3rd Floor
2 Whitehall Quay

Leeds, LS1 4HR

Fax number: +44 113 307 8288

Attention: Portfolio Management, Real
Estate Finance North