



Registration of a Charge

Company name: **HRWF (CRAIGLEITH) LIMITED**

Company number: **04342367**



X45VXDBL

Received for Electronic Filing: **22/04/2015**

Details of Charge

Date of creation: **14/04/2015**

Charge code: **0434 2367 0015**

Persons entitled: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Brief description: **ALL AND WHOLE CRAIGLEITH RETAIL PARK, SOUTH GROATHILL AVENUE, EDINBURGH, COMPRISING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBERS MID15694, MID23 AND MID71615. REFER TO THE INSTRUMENT FOR FURTHER DETAIL.**

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: **STEPHENSON HARWOOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4342367

Charge code: 0434 2367 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th April 2015 and created by HRWF (CRAIGLEITH) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd April 2015 .

Given at Companies House, Cardiff on 23rd April 2015

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

STANDARD SECURITY

by

HRWF (CRAIGLEITH) LIMITED

In favour of

**WELLS FARGO BANK, NATIONAL ASSOCIATION
as Security Agent**

**Craigleith Retail Park, Edinburgh
Title Numbers MID15694; MID23 and MID71615**

macROBERTS

STANDARD SECURITY

by

HRWF (CRAIGLEITH) LIMITED, a company incorporated under the Companies Acts in England and Wales (Registered Number 4342367) and having their Registered Office at 9th Floor, 201 Bishopsgate, London EC2M 3BN (hereinafter called the "**Grantor**");

in favour of

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organised under the laws of the United States, having its head office at 420 Montgomery Street, San Francisco, CA 94104, USA. and registered with the U.S. Office of the Comptroller of the Currency under charter number 1., and registered as an overseas company in the United Kingdom (Registered Number FCO26633), having their principal place of business at 1 Plantation Place 30 Fenchurch Street, London EC3M 3BD and acting through their London Branch at 1 Plantation Place aforesaid, as security trustee for the Secured Parties (the "**Security Agent**" which expression shall include its successors and assignees as trustee foresaid from time to time).

WHEREAS:

- A. Pursuant to the terms of a facility agreement (as amended, varied, novated or supplemented from time to time being the "**Facility Agreement**") dated 13 April 2015 between, *inter alios*, **BNP Paribas Jersey Trust Corporation Limited** and **Anley Trustees Limited** as trustees of the **Henderson UK Retail Warehouse Fund** as Borrowers, the Grantor as Chargor and the other Chargors, the Arranger, the Agent and the Security Agent (i) the Lenders have agreed to make available to the Borrowers certain loan facilities and (ii) the Security Agent has agreed, *inter alia*, to hold on trust the Security Property for the Secured Parties (each term as defined in the Facility Agreement);
- B. In security for *inter alia* the payment and discharge of the Secured Liabilities (as defined below) the Grantor has entered into a security agreement dated on or around the date hereof (as the same may be amended, varied, novated or supplemented in any way from time to time being, the "**Security Agreement**") with the Security Agent (the Security Agreement together with the Facility Agreement being hereinafter referred to as the "**Documents**");
- C. In accordance with the terms of the Documents the Grantor has agreed to grant this Standard Security; and
- D. This Standard Security is a Finance Document.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security:

"**Event of Default**" shall have the meaning ascribed to it in the Facility Agreement;

"**Finance Documents**" shall have the meaning ascribed to it in the Facility Agreement;

"**Leases**" means each lease of the Security Subjects as the same are described in the Schedule and as the same may be amended, supplemented or varied in any way from time to time;

"**Obligor**" shall have the meaning ascribed to it in the Facility Agreement.

"**Schedule**" means the schedule annexed and executed as relative to this Standard Security;

Secured Liabilities means 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 any Secured Party under each Finance Document.

"**Security**" shall have the meaning ascribed to it in the Facility Agreement;

"Security Subjects" means ALL and WHOLE Craighleith Retail Park, South Groathill Avenue, Edinburgh, comprising (One) the subjects registered in the Land Register of Scotland under Title Number MID15694, (Two) the subjects registered in the Land Register of Scotland under Title Number MID23, and (Three) the subjects registered in the Land Register of Scotland under Title Number MID71615; and

"Standard Conditions" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended, and any lawful variation thereof operative for the time being.

1.2 Construction

Words and expressions defined in the Documents shall, unless otherwise defined herein (or the context otherwise requires), have the same meanings in this Standard Security (including the recitals hereto) and the principles of construction set out in the Facility Agreement shall apply hereto.

2. UNDERTAKING TO PAY

The Grantor undertakes to the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge the Secured Liabilities when due.

3. STANDARD SECURITY

As continuing security for the payment and discharge of the Secured Liabilities the Grantor hereby GRANTS a standard security in favour of the Security Agent over the Security Subjects.

4. STANDARD CONDITIONS

The Standard Conditions shall apply and the Grantor agrees that the Standard Conditions shall be varied in so far as lawful and applicable by the provisions of the Documents to the effect that in so far as the provisions of the Documents extend, add to, depart from or conflict with the Standard Conditions or there is any inconsistency between the Standard Conditions and the applicable provisions of the Documents, the applicable provisions of the Documents shall prevail.

5. LIMITED RECOURSE

The recourse of each Secured Party against the Grantor in respect of the Secured Liabilities under this Standard Security is limited to its rights of enforcement and recovery against the Security Subjects and accordingly the total amount recoverable against the Grantor under this Standard Security shall be limited to the proceeds received by the Secured Parties in realising the Security Subjects in accordance with the terms of this Standard Security.

6. ENFORCEMENT

6.1 This Standard Security shall become enforceable on the occurrence of an Event of Default or if the Grantor so requests.

6.2 At any time after this Standard Security has become enforceable the Security Agent may (without prejudice to any other of its rights and remedies and without notice to the Grantor) enforce all or any part of the Security constituted by this Standard Security.

6.3 Upon the occurrence of an event described in Clause 6.1 above, the Grantor shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions whereupon, and without prejudice to all other rights and powers of the Security Agent or otherwise, the Security Agent shall be entitled to enter into possession of the Security Subjects and the Security Agent shall be able to take warrant of summary ejection against us, the Grantor, for the purposes of obtaining such possession.

7. INCORPORATION OF FINANCE DOCUMENTS

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Documents (in so far as they relate to the Security Subjects) shall be deemed to form part of this Standard Security and incorporated herein *mutatis mutandis* but so that each reference therein to the Security Assets, the "assets" or a Property (as the context so requires) shall be read as a reference to the Security Subjects and shall be in addition to the obligations of the Grantor specified herein. In the event of and to the extent of any conflict between the terms of the Documents and the terms of this Standard Security, the terms of the Documents shall prevail.

8. SUBSEQUENT SECURITY

If any Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Subjects it may open a new account or accounts in the name of each Borrower and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of a Borrower to that Secured Party:

- ~ (i) shall be credited or be treated as having been credited to the new account; and
- (ii) shall not operate to reduce the Secured Liabilities at the time when the Secured Party received or was deemed to have received such notice.

9. GOVERNING LAW AND JURISDICTION

This Standard Security, its interpretation and any non-contractual obligations arising from or connection with it shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Agent, the Grantor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Agent to proceed against the Grantor in any other appropriate jurisdiction.

10. WARRANDICE AND CONSENT TO REGISTRATION

The Chargor grants warrandice but always excepting therefrom the Leases but without prejudice to the right of the Security Agent to quarrel or impugn the same on any ground of law not inferring warrandice against the Grantor and consents to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the three preceding pages together with the Schedule signed as relative hereto are executed as follows:

SUBSCRIBED for and on behalf of **HRWF (CRAIGLEITH) LIMITED**

at ADDRESS REDACTED BN

on 14 APRIL 2015

by NIGEL BARTRAM

in the presence of: SIGNATURE

Witness: REDACTED

Full Name: ANDREW WHIPPING AVE

Address: ADDRESS
REDACTED

SIGNATURE
REDACTED

Director/Authorised Signatory

This is the Schedule referred to in the foregoing Standard Security HRWF (Craigleith) Limited in favour of Wells Fargo Bank, National Association as Security Agent

The Leases

1. Extract Lease between HRWF (Craigleith) Limited and Marks and Spencer plc dated 16 February and 28 April 2010 and registered BCS on 28 May 2010.
2. Extract Sub-Lease between Marks and Spencer plc and SP Distribution Limited dated 15 November and 8 December 2010 and registered BCS on 23 December 2010.
3. Extract Lease between HRWF (Craigleith) Limited and Nike Retail BV dated 27 February and 25 March 2013 and registered BCS 8 April 2013.
4. Extract Lease between Retail Parks (Scotland) Limited and Homebase Limited dated 14 and 27 March 1997 and registered BCS on 3 April 1997.
5. Extract Lease between HRWF (Craigleith) Limited and NBC Apparel Limited 14 April and 6 May 2003 and registered BCS on 1 August 2003.
6. Extract Lease between Retail Parks (Scotland) Limited and DSG Retail Limited dated 30 April and 8 May 1997 and registered BCS on 9 May 1997.
7. Extract Lease between Friends Provident Life and Pensions Limited and Argos Limited dated 23 August and 23 September 2001 and registered BCS on 13 November 2001.
8. Extract Lease between Retail Parks (Scotland) Limited and Boots the Chemists Limited dated 14 and 30 April 1997 and registered BCS on 2 May 1997.
9. Extract Lease between Friend Provident Life Office and Larsen and Ross Northern Limited dated 4 and 13 November 1998 and registered BCS on 14 April 1999.
10. Extract Lease between HRWF (Craigleith) Limited and C&J Clark International Limited dated 27 February and 19 March 2007 and registered BCS on 2 May 2007.
11. Extract Lease between HRWF (Craigleith) Limited and Costa Limited dated 13 January and 2 March 2010 and registered BCS on 12 March 2010.
12. Extract Lease between HRWF (Craigleith) Limited and Trespass Europe Limited dated 8 June and 18 August 2011 and registered BCS on 15 September 2011.
13. Extract Lease between HRWF (Craigleith) Limited and New Look Retailers Limited dated 27 February and 13 March 2007 and registered BCS on 22 March 2007.
14. Extract Lease between HRWF (Craigleith) Limited and Next Group plc dated 17 and 30 June 2008 and registered BCS on 4 August 2008.
15. Extract Lease between HRWF (Craigleith) Limited and Burton/Dorothy Perkins Properties Limited dated 8 and 28 May 2007 and registered BCS on 12 September 2007.

SIGNATURE
REDACTED

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Director/Authorised Signatory