



Registration of a Charge

Company name: **ABPGP 1 LIMITED**

Company number: **04694889**



X681T1GO

Received for Electronic Filing: **06/06/2017**

Details of Charge

Date of creation: **26/05/2017**

Charge code: **0469 4889 0025**

Persons entitled: **WELLS FARGO N.A., LONDON BRANCH AS FACILITY AGENT**

Brief description: **2, ARLINGTON SQUARE, BRACKNELL AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER BK369858. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating 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: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4694889

Charge code: 0469 4889 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th May 2017 and created by ABPGP 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th June 2017 .

Given at Companies House, Cardiff on 7th June 2017

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

CONFIRMATORY SECURITY AGREEMENT

DATED 26 MAY 2017

ARLINGTON BUSINESS PARKS GP LIMITED
as general partner of the limited partnership carrying on business under the name of
ARLINGTON BUSINESS PARKS PARTNERSHIP
as Borrower

ARLINGTON BUSINESS PARKS GP LIMITED
as General Partner

ABPGP 1 LIMITED and ABPGP 2 LIMITED
as English Property Trustees

GJ3 LIMITED and GJ4 LIMITED
as Jersey Property Trustees

CRESTBRIDGE CORPORATE TRUSTEES LIMITED (formerly known as DOMINION
CORPORATE TRUSTEES LIMITED)
as Original Unit Trust Trustee

SUB G2 LIMITED
as Sub G2

and

WELLS FARGO N.A., LONDON BRANCH (AS ASSIGNEE OF HYPOTHEKENBANK
FRANKFURT AG, LONDON BRANCH (FORMERLY EUROHYPO AG, LONDON BRANCH))

as Facility Agent and trustee

relating to
portfolio of banking properties

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 26 May 2017 and is made **BETWEEN**:

- (1) **ARLINGTON BUSINESS PARKS GP LIMITED** (registered in England and Wales No. 4233559) as general partner of the limited partnership carrying on business under the name of **ARLINGTON BUSINESS PARKS PARTNERSHIP** (registered in England and Wales as a limited partnership under the Limited Partnership Act 1907 No. LP 8624) (the **Borrower**);
- (2) **ARLINGTON BUSINESS PARKS GP LIMITED** (registered in England and Wales No. 4233559) (in this capacity, the **General Partner**);
- (3) **ABPGP 1 LIMITED** (registered in England and Wales No. 4694889) and **ABPGP 2 LIMITED** (registered in England and Wales No. 4694891) (the **English Property Trustees**);
- (4) **GJ3 LIMITED** (registered in Jersey No. 97599) and **GJ4 LIMITED** (registered in Jersey No. 97600) (the **Jersey Property Trustees**);
- (5) **CRESTBRIDGE CORPORATE TRUSTEES LIMITED (formerly known as DOMINION CORPORATE TRUSTEES LIMITED)** (registered in Jersey No. 73883) in its capacity as trustee of **HAMMERSMITH BUSINESS PARK UNIT TRUST** (the **Original Unit Trust Trustees**);
- (6) **SUB G2 LIMITED** (registered in Jersey No. 97595) (**Sub G2**);
- (7) **WELLS FARGO N.A., LONDON BRANCH (AS ASSIGNEE OF HYPOTHEKENBANK FRANKFURT AG, LONDON BRANCH (FORMERLY EUROHYPO AG, LONDON BRANCH))** as facility agent and trustee of the other Finance Parties (the **Facility Agent**);

BACKGROUND:

- (A) Pursuant to the Original Security Agreements (defined below), the Chargors created Security Interests over certain of their assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) The Credit Agreement has been amended by an amendment and restatement agreement dated on or about the date of this Deed between, among others, the Chargors and the Security Agent (the **ARA**).
- (C) The Chargors and the Security Agent consider that the Security Interests created by each Chargor under the Original Security Agreements secure payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not.
- (D) This Deed is supplemental to the Original Security Agreements.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Chargor means the Borrower, the General Partner, each Property Trustee, each Original Unit Trust Trustee and Sub G2.

Original Security Agreement means each of the following security agreements:

- (a) the 2012 Security Agreement;
- (b) any Existing Security Agreement;
- (c) a supplemental security agreement dated 5 December 2012 between the Borrower, the General Partner, the English Property Trustees and the Facility Agent;
- (d) a supplemental security agreement dated 24 July 2013 between the Borrower, the General Partner, the English Property Trustees and the Facility Agent;
- (e) a supplemental security agreement dated 18 August 2014 between the Borrower, the General Partner, the English Property Trustees and the Facility Agent; and
- (f) a supplemental security agreement dated 20 March 2015 between the Borrower, the General Partner, the English Property Trustees and the Facility Agent.

Property Trustee means an English Property Trustee or a Jersey Property Trustee

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 Finance Party under each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening sections 678 or 679 of the Companies Act 2006.

2012 Security Agreement means a security agreement dated 14 June 2012 between the Chargors and the Security Agent.

1.2 Construction

- (a) Capitalised terms defined in the 2012 Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the 2012 Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the 2012 Security Agreement will be construed as references to this Deed.
- (c) Any reference in this Deed to:
 - (i) a **Finance Document** or other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
 - (ii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - (iii) any **share, stock, debenture, bond or other security or investment** includes:

- (A) any dividend, interest or other distribution paid or payable; and
- (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

in each case, in relation to that share, stock, debenture, bond or other security or investment;

- (iv) the term **this Security** means any security created by this Deed; and
 - (v) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of the Chargors under this Deed (other than a payment obligation) remains in force during the Security Period.
 - (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (f) If the Security Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
 - (g) Unless the context otherwise requires, a reference to a **Security Asset** includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any Finance³⁴ Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Facility Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and

- (iv) 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 this Deed on trust for the Finance Parties.
- (c) All the security created under this Deed:
 - (i) is created in case the security created by the Original Security Agreements does not secure all of the Secured Liabilities; and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreements.
- (d) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a Security Interest ranking immediately after the equivalent Security Interest created by an Original Security Agreement until such time as the Security Interest created by that Original Security Agreement ceases to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreements and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second (or third, as the case may be) assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security Interest created by the Original Security Agreements ceases to have effect at a time when this Deed still has effect.

2.2 Land

- (a) Each of the Borrower and the General Partner:
 - (i) charges by way of a first legal mortgage the real property (if any) specified in Schedule 1 (Real Property); and
 - (ii) charges (to the extent that they are not either the subject of a mortgage under or pursuant to sub-paragraph (i) above) by way of first fixed charge all estates or interests in any real property (if any) specified in Schedule 1 (Real Property).
- (b) Each of the Property Trustees and Sub G2 charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (Real Property); and
 - (ii) (to the extent that they are not either the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (c) Each Original Unit Trust Trustee charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and that forms part of its Unit Trust Fund; this includes the real property (if any) specified in Schedule 1 (Real Property); and

- (ii) (to the extent that they are not either the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it and that forms part of its Unit Trust Fund.
- (d) 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 any Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Securities

- (a) Each of the Borrower and the General Partner charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments in respect of or issued by each Guarantor and Unit Trust, owned by it or held by any nominee on its behalf.
- (b) Each of the Property Trustees and Sub G2 charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, units or other securities and investments owned by it or held by any nominee on its behalf.
- (c) Each Original Unit Trust Trustee charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, units or other securities and investments owned by it or held by any nominee on its behalf and that forms part of its Unit Trust Fund.
- (d) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

2.4 Plant and machinery

- (a) Each of the Borrower and the General Partner charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession, in each case, relating to each Mortgaged Property.
- (b) Each of the Property Trustees and Sub G2 charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.
- (c) The Original Unit Trust Trustee charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession, in each case, that forms part of its Unit Trust Fund.

2.5 Credit balances

- (a) Each of the Borrower and the General Partner charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account.

- (b) Each of the Property Trustees and Sub G2 charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Credit Agreement or this Deed) it has with any person and the debt represented by it.
- (c) Each Original Unit Trust Trustee charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any amount contemplated by the Credit Agreement or this Deed) it has with any person and the debt represented by it, in each case, that forms part of its Unit Trust Fund.

2.6 Book debts etc.

- (a) Each of the Borrower and the General Partner charges by way of a first fixed charge:
 - (i) all of its book and other debts;
 - (ii) all other moneys due and owing to it; and
 - (iii) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under sub-paragraph (i) or (ii) above,in each case, in relation to any Security Asset.
- (b) Each of the Property Trustees and Sub G2 charges by way of a first fixed charge:
 - (i) all of its book and other debts;
 - (ii) all other moneys due and owing to it; and
 - (iii) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under sub-paragraph (i) or (iii) above.
- (c) The Original Unit Trust Trustee charges by way of a first fixed charge:
 - (i) all of its book or other debts;
 - (ii) all other moneys due and owing to it; and
 - (iii) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under sub-paragraph (i) or (ii) above,in each case, that forms part of its Unit Trust Fund.

2.7 Insurances

- (a) Each of the Borrower and the General Partner assigns absolutely, subject to a proviso for re-assignment on redemption:
 - (i) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest; and
 - (ii) all monies payable and all monies paid to it under or in respect of all such contracts of insurance,in each case, relating to any Security Asset.

- (b) Each of the Property Trustees and Sub G2 assigns absolutely, subject to a proviso for re-assignment on redemption:
- (i) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest; and
 - (ii) all monies payable and all monies paid to it under or in respect of all such contracts of insurance.
- (c) The Original Unit Trustee assigns absolutely, subject to a proviso for re-assignment on redemption:
- (i) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest; and
 - (ii) all monies payable and all monies paid to it under or in respect of all such contracts of insurance,
- in each case, that forms part of its Unit Trust Fund.

2.8 Hedging

The Borrower assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Arrangements.

2.9 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
- (b) under each Lease Document;
- (c) in respect of all Rental Income;
- (d) under any guarantee of Rental Income contained in or relating to any Lease Document;
- (e) under each appointment of a Managing Agent;
- (f) under each appointment of an Operator (to the extent that that appointment relates to the Mortgaged Property);
- (g) under each appointment of an Investment Adviser (to the extent that that appointment relates to the Mortgaged Property);
- (h) under each appointment of a Property Adviser (to the extent that that appointment relates to the Mortgaged Property);
- (i) under each appointment of a Development Manager (to the extent that that appointment relates to the Mortgaged Property);
- (j) under any agreement relating to the purchase of a Property by it; and
- (k) (other than the Borrower and the General Partner) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause.

2.10 Miscellaneous

- (a) Each of the Borrower and the General Partner charges by way of first fixed charge:
 - (i) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset; and
 - (ii) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in sub-paragraph (i) above.
- (b) Each of the Property Trustees and Sub G2 charges by way of first fixed charge:
 - (i) any beneficial interest, claim or entitlement it has in any pension fund;
 - (ii) its goodwill;
 - (iii) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
 - (iv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in sub-paragraph (iii) above; and
 - (v) its uncalled capital.
- (c) Each Original Unit Trust Trustee charges by way of first fixed charge:
 - (i) any beneficial interest, claim or entitlement it has in any pension fund;
 - (ii) its goodwill;
 - (iii) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Assets;
 - (iv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in sub- paragraph (iii) above; and
 - (v) its uncalled capital,

in each case, that forms part of its Unit Trust Fund.

2.11 Floating charge

- (a) Each of the Property Trustees and Sub G2 charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Deed.
- (b) Each Original Unit Trust Trustee charges by way of a first floating charge all its assets that form part of its Unit Trust Fund not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Deed.
- (c) Except as provided below, the Facility Agent may by notice to any Property Trustee, Sub G2, or an Original Unit Trust Trustee (as applicable) convert the floating charge created by this Subclause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:

- (i) an Event of Default is outstanding; or
 - (ii) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (d) A floating charge created by this Subclause may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A the Insolvency Act 1986.
- (e) A floating charge created by this Subclause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator in respect of that Chargor.
- (f) The floating charge created by paragraph (a) above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. INCORPORATION

The provisions of clause 3 (Representations and warranties- General) to 20 (Release) (inclusive) (other than clause 5.3 (H.M. Land Registry)) of the 2012 Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. MISCELLANEOUS

- (a) The Original Security Agreements will remain in full force and effect.
- (b) This Deed is designated a Finance Document.

5. 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

REAL PROPERTY

Legal Owner	Beneficial Owner	Address of Property
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	2, Arlington Square, Bracknell and registered at the Land Registry under Title Number BK369858
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	3, Arlington Square, Bracknell and registered at the Land Registry under Title Number BK392283
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Block 13, Gloucester Business Park, Brockworth, Gloucester and registered at the Land Registry under Title Number GR311733
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Units 1142 and 1144, Regent Court, The Square, Gloucester Business Park, Brockworth, Gloucester and registered at the Land Registry under Title Number GR365146
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plot 1200 Gloucester Business Park, Hucclecote Road, Gloucester and registered at the Land Registry under Title Number GR257603
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Units 1411, 1412, 1414 and 1415, Charlton Court, Gloucester Business Park, Brockworth, Gloucester, GL3 4AE and registered at the Land Registry under Title Number GR341934
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Units 1370-1390 Montpelier Court, Gloucester Business Park, Hucclecote Road, Gloucester and registered at the Land Registry under Title Number GR279040
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plot 5200, Delta Way, Gloucester Business Park, Brockworth, Gloucester and registered at the Land Registry under Title Number GR329551
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks	Plot 1000, Plot 1500 and part of Plot 2000 Aviator Way, Manchester and registered at the Land Registry under

Legal Owner	Beneficial Owner	Address of Property
	Partnership	Title Number MAN217882
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Land and buildings on the north side of Aviator Road, Manchester (Plot 3000) and registered at the Land Registry under Title Number GM886005
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plot 3500, Aviator Way, Manchester and registered at the Land Registry under Title Number MAN195064
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plot 3140, Oxford Business Park South, Oxford and registered at the Land Registry under Title Number ON303008
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Land adjoining Plot 4200 Oxford Business Park South, Oxford and registered at the Land Registry under Title Number ON209025
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Land and buildings, Garsington Road, Cowley and registered at the Land Registry under Title Number ON19 5950
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plot 4600 (Kingsgate), Oxford Business Park South, Oxford and registered at the Land Registry under Title Number ON222678
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plot 5500 (Gemini 1 & 2), Oxford Business Park South, Oxford and registered at the Land Registry under Title Number ON226438
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plot 6000, Oxford Business Park North, Oxford and registered at the Land Registry under Title Number ON224789
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plot 6500, Oxford Business Park North, Oxford and registered at the Land Registry under Title Number ON208650
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plots 7200, 7400 & 7600 (The Quorum), Oxford Business Park North, Oxford and registered at the Land Registry under Title Number

Legal Owner	Beneficial Owner	Address of Property
		ON208649
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plots 8000, 8050 & 8100, Oxford Business Park North, Oxford and registered at the Land Registry under Title Number ON257361
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Plot 9400, Oxford Business Park North, Oxford and registered at the Land Registry under Title Number ON257362
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Building 1, Uxbridge Business Park, Uxbridge and registered at the Land Registry under Title Number BM322689
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Building 2, Uxbridge Business Park, Sanderson Road, Uxbridge UB8 1DH and registered at the Land Registry under Title Number BM302963
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Building 3, Plot 1 of Uxbridge Business Park, Sanderson Road, Uxbridge UB8 1DH and registered at the Land Registry under Title Number BM332555
ABPGP 1 Limited and ABPGP 2 Limited	Arlington Business Parks GP Limited as general partner of Arlington Business Parks Partnership	Unit 3, Sanderson Road, Uxbridge, UB8 1DH and registered at the Land Registry under Title Number BM332551
GJ3 Limited and GJ4 Limited	Crestbridge Corporate Trustees Limited in its capacity as trustee of Hammersmith Business Park Unit Trust	Land on the South West side of Manbre Road (Hammersmith Embankment), London and registered at the Land Registry under Title Number BGL25357

SIGNATORIES

CHARGORS

The Borrower

EXECUTED as a DEED by)
ARLINGTON BUSINESS PARKS)
PARTNERSHIP)
acting by its general partner)
ARLINGTON BUSINESS PARKS GP)
LIMITED)
acting by:)



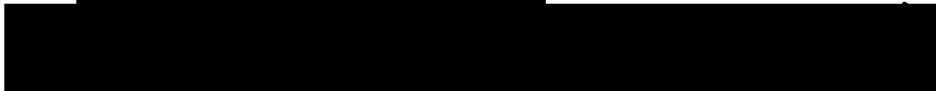
Director

In the presence of:

Witness Signature:

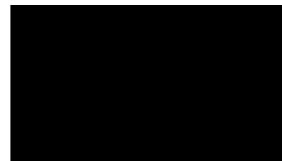
Name:

Address:



The General Partner

EXECUTED as a DEED by)
ARLINGTON BUSINESS PARKS GP)
LIMITED)
acting by:)



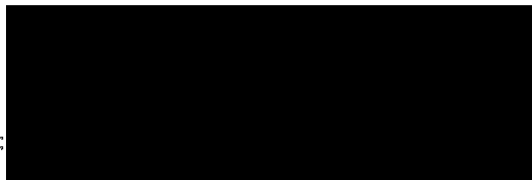
Director

In the presence of:

Witness Signature:

Name:

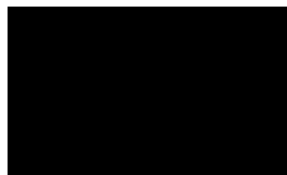
Address:



The English Property Trustees

EXECUTED as a **DEED** by
ABPGP 1 LIMITED
acting by:

)
)
)



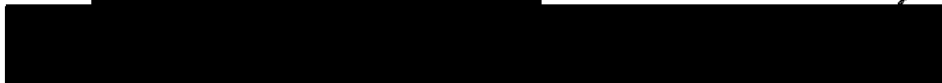
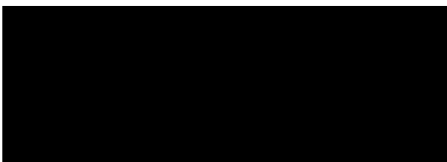
Director

In the presence of:

Witness Signature:

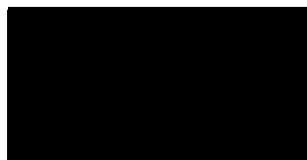
Name:

Address:



EXECUTED as a **DEED** by
ABPGP 2 LIMITED
acting by:

)
)
)



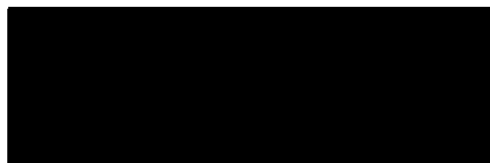
Director

In the presence of:

Witness Signature:

Name:

Address:



The Jersey Property Trustees

EXECUTED as a **DEED** by
GJ3 LIMITED
acting by:

)
)
)

Director

In the presence of:

Witness Signature:

Name:

Address:

The English Property Trustees

EXECUTED as a **DEED** by)
ABPGP 1 LIMITED)
acting by:)

Director

In the presence of:

Witness Signature:

Name:

Address:

EXECUTED as a **DEED** by)
ABPGP 2 LIMITED)
acting by:)

Director

In the presence of:

Witness Signature:

Name:

Address:

The Jersey Property Trustees

EXECUTED as a **DEED** by)
GJ3 LIMITED)
acting by:)

Director

In the presence of:

Witness Signature:

Name:

Address:

47 Esplanade, St Helier
Jersey JE1 0BD

Andy Williams
Director

EXECUTED as a **DEED** by)
GJ4 LIMITED)
acting by:)

Director

In the presence of:

Witness Signature:

Name:

Address: 47 Esplanade, St Helier
Jersey JE1 0BD

The Original Unit Trust Trustees

EXECUTED as a **DEED** by)
CRESTBRIDGE CORPORATE)
TRUSTEES LIMITED (formerly known as)
DOMINION CORPORATE TRUSTEES
LIMITED) as trustee of)
HAMMERSMITH BUSINESS PARK)
UNIT TRUST)
acting by:)

Director

In the presence of:

Witness Signature:

Name:

Address: 47 Esplanade, St Helier
Jersey JE1 0BD

Sub G2

EXECUTED as a **DEED** by)
SUB G2 LIMITED)
acting by:)

Director

In the presence of:

Witness Signature:

Name:

Address: 47 Esplanade, St Helier
Jersey JE1 0BD

Andy Williams
Director

Andy Williams
Director

Andy Williams
Director

Facility Agent

WELLS FARGO N.A., LONDON BRANCH

By:

