



Registration of a Charge

Company name: **ABPGP 1 LIMITED**

Company number: **04694889**



X6E8V0YY

Received for Electronic Filing: **04/09/2017**

Details of Charge

Date of creation: **29/08/2017**

Charge code: **0469 4889 0026**

Persons entitled: **WELLS FARGO BANK, N.A., LONDON BRANCH**

Brief description: **THE FREEHOLD LAND KNOWN AS VENTURE HOUSE 2 ARLINGTON SQUARE DOWNSHIRE WAY BRACKNELL 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 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th August 2017 and created by ABPGP 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2017 .

Given at Companies House, Cardiff on 6th September 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**

EXECUTION VERSION

SECURITY AGREEMENT

29 August 2017

**ARLINGTON BUSINESS PARKS PARTNERSHIP acting by its general partner ARLINGTON
BUSINESS PARKS GP LIMITED**

ARLINGTON BUSINESS PARKS GP LIMITED

**CRESTBRIDGE CORPORATE TRUSTEES LIMITED in its capacity as trustee of the
HAMMERSMITH BUSINESS PARK UNIT TRUST**

ABPGP 1 LIMITED

ABPGP 2 LIMITED

ABPGP 11 LIMITED

ABPGP 12 LIMITED

GJ3 LIMITED

GJ4 LIMITED

SUB G2 LIMITED

and

WELLS FARGO BANK, N.A., LONDON BRANCH

**relating to
the Arlington Business Parks Portfolio**

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THIS DEED is dated 29 August 2017 and is made

BETWEEN:

- (1) **ARLINGTON BUSINESS PARKS GP LIMITED** (registered in England and Wales with registration number 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 with registration number LP 8624) (the **Limited Partnership**);
- (2) **ARLINGTON BUSINESS PARKS GP LIMITED** (registered in England and Wales with registration number 4233559) (the **General Partner**);
- (3) **ABPGP 1 LIMITED** (registered in England and Wales No. 4694889), **ABPGP 2 LIMITED** (registered in England and Wales No. 4694891) **ABPGP 11 LIMITED** (registered in England and Wales No. 7995910) and **ABPGP 12 LIMITED** (registered in England and Wales No. 7995889) (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** (registered in Jersey No. 73883) in its capacity as trustee of the **HAMMERSMITH BUSINESS PARK UNIT TRUST** (the **Hammersmith Unit Trust Trustee**);
- (6) **SUB G2 LIMITED** (registered in Jersey No. 97595) (**Sub G2**); and
- (7) **WELLS FARGO BANK, N.A., LONDON BRANCH** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) 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. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed:

Act means the Law of Property Act 1925.

Chargor means the Limited Partnership, the General Partner, the English Property Trustees, the Jersey Property Trustees, the Hammersmith Unit Trust Trustee and Sub G2.

Facility Agreement means the £293,000,000 Facility Agreement dated 24 August 2017 between (among others) Bid LP 1, Bid LP 2 and the Security Agent.

Investments means any shares, stocks, debentures, bonds or other securities or investments owned by any Chargor or held by any nominee or trustee on its behalf (other than any shares or any other interests in any Excluded Group Company).

Mortgaged Property means all freehold or leasehold property (other than any Excluded Property) included in the definition of Security Asset.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

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 Asset means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) and clause 1.3 (Jersey terms) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a **Finance Document** or **Transaction Document** or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) a reference to any **asset** includes present and future properties, revenues and rights of every description;
 - (iii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
 - (iv) any **share, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;

- (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 respect of that share, stock, debenture, bond or other security or investment;
and

- (v) the term **this Security** means any Security created by this Deed.

- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the 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 Secured 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.
- (h) Any reference in this Deed to the Security created under this Deed becoming enforceable (or a similar phrase) shall mean that it has become enforceable in accordance with Clause 10.1 of this Deed.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party 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 any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver 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.
- (d) Bid LP 1 or Bid LP 2 may, subject to paragraph (b) and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

2. CREATION OF SECURITY

2.1 Covenant to pay

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

2.2 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;

- (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment 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) (i) If the rights of a Chargor under any document to which it is a party cannot be assigned or secured without the consent of a party to that document (a **Document**):
- (A) the Chargor must notify the Security Agent promptly;
 - (B) this Security will constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under the relevant Document but will exclude that Chargor's other rights under that Document; and
 - (C) unless the Security Agent otherwise requires, that Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition.
- (ii) If that Chargor obtains the required consent or satisfies the relevant condition:
- (A) the Chargor must notify the Security Agent promptly;
 - (B) all of that Chargor's rights under that Document will immediately be secured in accordance with Clause 2.10 (Other contracts); and
 - (C) Clause 9 (Other Contracts) will apply to that Document.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.
- (d) Notwithstanding any other provision of a Finance Document, this Security does not create any fixed security over any Excluded Property or any Excluded Group Company and excludes any assets validly secured by any Security Interest under a Security Document governed by Jersey law granted by a Chargor in favour of the Security Agent.

2.3 Land

- (a) Each of the Limited Partnership and the General Partner charges:
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property (in each case other than any Excluded Property) owned by it; this includes the real property specified in Schedule 1 (Real Property); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it (in each case other than any Excluded Property).
- (b) The Hammersmith 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 which form part of the assets of the Hammersmith Business Park Unit Trust (in each case other than any Excluded Property); this includes the real property (if any) specified in Schedule 1 (Real Property); and

- (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests of the Hammersmith Business Park Unit Trust in any freehold or leasehold property now or subsequently owned by it (in each case other than any Excluded Property).
- (c) The English Property Trustees in their capacity as trustees charge:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property (in each case other than any Excluded Property) held by them as trustees; this includes the real property specified in Schedule 1 (Real Property); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently held by them as trustees (in each case other than any Excluded Property).
- (d) The Jersey Property Trustees in their capacity as trustees charge:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property (in each case other than any Excluded Property) held by them as trustees; this includes the real property specified in Schedule 1 (Real Property); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently held by them as trustees (in each case other than any Excluded Property).
- (e) Each Chargor not otherwise referred to in paragraphs (a) to (d) inclusive above, charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property (in each case other than any Excluded Property) owned by it; this includes the real property specified in Schedule 1 (Real Property); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it (in each case other than any Excluded Property).
- (f) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery owned by the relevant Chargor 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.

2.4 Investments

- (a) Each of the Limited Partnership 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 owned by it or held by any nominee on its behalf (in each case other than any shares or any other interests in any Excluded Group Company).
- (b) The Hammersmith Unit Trust Trustee charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on

its behalf, which form part of the assets of the Hammersmith Business Park Unit Trust (in each case other than any shares or any other interests in any Excluded Group Company).

- (c) Each Chargor not otherwise referred to in paragraphs (a) and (b) above, charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf (in each case other than any shares or any other interests in any Excluded Group Company).

2.5 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.3 (Land):

- (a) the Hammersmith 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, which form part of the assets of the Hammersmith Business Park Unit Trust (in each case other than in respect to any Excluded Property);
- (b) each of the Limited Partnership 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 other than in respect to any Excluded Property); and
- (c) each Chargor not otherwise referred to in paragraphs (a) and (b) above, 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 other than in respect to any Excluded Property).

2.6 Credit balances

- (a) Each of the Limited Partnership and the General Partner charges by way of a first fixed charge all of its rights in respect of any account it has with any person, any amount standing to the credit of any such account and the debt represented by it.
- (b) The Hammersmith Unit Trust Trustee charges by way of a first fixed charge all of its rights in respect of any account it has with any person, any amount standing to the credit of any such account and the debt represented by it but only insofar as that account is an asset of the Hammersmith Business Park Unit Trust.
- (c) Each Chargor not otherwise referred to in paragraphs (a) and (b) above, charges by way of a first fixed charge all of its rights in respect of any account it has with any person, any amount standing to the credit of any such account and the debt represented by it.

2.7 Book debts etc.

- (a) Each of the Limited Partnership and the General Partner charges by way of a first fixed charge:
 - (i) all of its Subordinated Debt;
 - (ii) all of its book and other debts;
 - (iii) all other moneys due and owing to it; and
 - (iv) the benefit of all rights in relation to any item under paragraphs (i) to (iii) inclusive above.
- (b) The Hammersmith Unit Trust Trustee charges by way of a first fixed charge:

- (i) all of its Subordinated Debt;
- (ii) all of its book and other debts;
- (iii) all other moneys due and owing to it; and
- (iv) the benefit of all rights in relation to any item under paragraphs (i) to (iii) inclusive above,

in each case to the extent that such debts, moneys, rights, securities or guarantees form part of the assets of the Hammersmith Business Park Unit Trust.

- (c) Each other Chargor not otherwise referred to in paragraphs (a) and (b) above, charges by way of a first fixed charge:

- (i) all of its Subordinated Debt;
- (ii) all of its book and other debts;
- (iii) all other moneys due and owing to it; and
- (iv) the benefit of all rights in relation to any item under paragraphs (i) to (iii) inclusive above.

2.8 Insurances

- (a) Each of:

- (i) the Limited Partnership and the General Partner and each other Chargor (other than the Hammersmith Unit Trust Trustee) 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 (in each case except to the extent it relates to an Excluded Property).
- (ii) The Hammersmith Unit Trust Trustee 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, in so far as that contract or policy of insurance is an asset of the Hammersmith Business Park Unit Trust (in each case except to the extent it relates to an Excluded Property),

(together, the **Insurance Rights**).

- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

2.9 Hedging

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

2.10 Other contracts

- (a) Each Chargor:

- (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under any appointment of the Managing Agent;

- (B) under any appointment of an Asset Agent;
- (C) under any appointment of the Operator Agent;
- (D) under each Lease Document;
- (E) in respect of all Rental Income;
- (F) under any guarantee of Rental Income contained in or relating to any Lease Document;
- (G) under any document creating or evidencing the terms of any Subordinated Debt;
- (H) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
- (I) under any property trust deed to which it is a party;

in so far as, in relation to the Hammersmith Unit Trust Trustee, any document referred to in paragraphs (A) to (I) above is an asset of the Hammersmith Business Park Unit Trust.

- (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument 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 or, in relation to the Hammersmith Business Park Unit Trust, it is not an asset of the Hammersmith Business Park Unit Trust.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.11 Miscellaneous

Each Chargor charges by way of first fixed charge:

- (a) any Development Document and any other trade or building contracts, consultant appointments or related documents;
- (b) any collateral warranty;
- (c) its goodwill;
- (d) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (e) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (d) above;
- (f) its uncalled capital;
- (g) under any appointment of the Managing Agent;
- (h) under any appointment of an Asset Agent;
- (i) under any appointment of the Operator Agent;
- (j) under each Lease Document;

- (k) in respect of all Rental Income;
- (l) under any guarantee of Rental Income contained in or relating to any Lease Document;
- (m) under any document creating or evidencing the terms of any Subordinated Debt;
- (n) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment;
- (o) under any property trust deed to which it is a party; and
- (p) the benefit of all rights in relation to any item under paragraphs (a) to (o) inclusive above,

in so far as, in relation to the Hammersmith Business Park Unit Trust, the assets referred to in paragraphs (a) to (o) inclusive above form part of the Hammersmith Business Park Unit Trust.

2.12 Floating charge

- (a) Each of the Limited Partnership and the General Partner charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) The Hammersmith Unit Trust Trustee charges by way of a first floating charge all its assets that form part of the Hammersmith Business Park Unit Trust not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (c) Each Chargor not otherwise referred to in paragraphs (a) and (b) above, charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (d) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by this Clause 2.12 (Floating charge) into a fixed charge as regards any of that Chargor's assets specified in that notice (other than any Excluded Property or any shares or any other interests in any Excluded Group Company):
 - (i) once the Security has become enforceable in accordance with Clause 10 (When security becomes enforceable); or
 - (ii) if the Security 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, for the avoidance of doubt the carrying out of the Permitted Restructuring will not be grounds for crystallising the floating charge.
- (e) The floating charge created by this Clause 2.12 (Floating charge) 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 of the Insolvency Act 1986.
- (f) The floating charge created by this Clause 2.12 (Floating charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Limited Partnership and the General Partner's and each other Chargor's (other than

the Hammersmith Unit Trust Trustee's) assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.

- (g) The floating charge created by this Clause 2.12 (Floating charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Hammersmith Unit Trust Trustee's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, to the extent that such assets form part of the assets of the Hammersmith Business Park Unit Trust.
- (h) The floating charge created by this Clause 2.12 (Floating charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. **RESTRICTIONS ON DEALINGS**

3.1 **Security**

Except as expressly permitted to do so under the Finance Documents, no Chargor may create or permit to subsist any Security on any Security Asset.

3.2 **Disposals**

Except as expressly permitted to do so under the Finance Documents, no Chargor may enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, transfer, licence, lease or otherwise dispose of all or any part of any Security Asset.

4. **LAND**

4.1 **Notices to tenants**

Each Chargor must:

- (a) on the written request of the Security Agent and at any time after the Security under this Deed becomes enforceable in accordance with Clause 10.1 (Enforcement Event) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (Forms of Letter for Occupational Tenants), on each tenant of the Mortgaged Property; and
- (b) use its reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (Forms of Letter for Occupational Tenants).

4.2 **Land Registry**

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

4.3 **Deposit of title deeds**

Each Chargor must promptly:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to the Mortgaged Property (the **Title Documents**);
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Security Agent for that purpose on terms acceptable to the Security Agent (acting reasonably).

4.4 Statutory Overreaching

For the purposes of sections 2(1)(ii) and 27 of the Law of Property Act 1925 and otherwise, each of the English Property Trustees and the Jersey Property Trustees direct the Security Agent to apply the capital arising on or in connection with this Security Agreement to the Borrower.

5. INVESTMENTS

5.1 Deposit

Each Chargor must promptly:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be reasonably requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5.2 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.
- (b) If any Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. That Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (Calls).

5.3 Other obligations in respect of Investments

- (a) Each Chargor must promptly send a copy to the Security Agent of, and comply with all reasonable requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of any Chargor;
 - (ii) make any payment;

- (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
- in respect of any of its Investments.

5.4 Voting rights

- (a) Before this Security becomes enforceable in accordance with Clause 10.1 (Enforcement Event):
 - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (A) by a Chargor; or
 - (B) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and
 - (ii) each Chargor shall be entitled to receive and retain all dividends, distributions or other income paid or payable in relation to any of its Investments to the extent that it is a Permitted Payment.
- (b) Each Chargor must indemnify the Security Agent against any loss or liability reasonably incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of that Chargor.
- (c) After this Security has become enforceable in accordance with Clause 10.1, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6. ACCOUNTS

6.1 General

In this Clause 6 **Account Bank** means a person with whom an Account is maintained under the Facility Agreement.

6.2 Book debts and receipts

Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

6.3 Notices of charge

Each Chargor must:

- (a) within two Business Days after the date of this Deed, or in relation to any Account opened after the date of this Deed, within two Business Days after the date of opening such account, serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (Forms of Letter for Account Bank), on each Account Bank; and
- (b) use its reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (Forms of Letter for Account Bank).

7. **HEDGING**

Each Chargor must:

- (a) within two Business Days after the date of this Deed or, in relation to any Hedging Agreement entered into after the date of this Deed, within two Business Days after the date such Hedging Agreement is entered into, serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Forms of Letter for Hedge Counterparty), on each counterparty to a Hedging Agreement; and
- (b) use its reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Forms of Letter for Hedge Counterparty).

8. **INSURANCES**

Each Chargor must:

- (a) within two Business Days after the date of this Deed or, in relation to any Insurance entered into after the date of this Deed, within two Business Days after the date of entry into such Insurance, serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (Forms of Letter for Insurers), on each counterparty to an Insurance; and
- (b) use its reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (Forms of Letter for Insurers).

9. **OTHER CONTRACTS**

9.1 **General**

In this Clause, **Relevant Contract** means:

- (a) any document creating or evidencing the terms of any Subordinated Debt;
- (b) any appointment of the Managing Agent;
- (c) any appointment of an Asset Agent;
- (d) any appointment of the Operator Agent; and
- (e) any other agreement to which a Chargor is a party and which the Company and the Agent has designated in writing as a Relevant Contract.

9.2 **Notices of charge**

Each Chargor must:

- (a) within two Business Days after the date of this Deed or, in relation to any Relevant Contract entered into after the date of this Deed, within two Business Days after entry into such Relevant Contract, serve a notice of charge, substantially in the form of Part 1 of Schedule 6 (Forms of Letter for Other Contracts), on each counterparty to a Relevant Contract; and
- (b) use its reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (Forms of Letter for Other Contracts).

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Enforcement Event

This Security will become immediately enforceable if:

- (a) an Event of Default occurs and is continuing and the Agent has given notice to the Company that it is taking any of the steps set out in paragraphs (a), (b) or (c) of clause 24.15 (Acceleration) of the Facility Agreement; or
- (b) an Event of Default under clause 24.1 (Non-payment) of the Facility Agreement is continuing on or after the Termination Date.

10.2 Discretion

After this Security has become enforceable in accordance with Clause 10.1, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

10.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable in accordance with Clause 10.1.

11. ENFORCEMENT OF SECURITY

11.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.
- (d) The Security Agent shall not take any action to enforce the Security over (i) any shares or other interests in any Excluded Group Companies; or (ii) or any Excluded Property, provided that nothing in this paragraph (d) shall prevent the Security Agent from appointing (or taking any action or step to appoint) an administrator, whether pursuant to paragraph 14 of Schedule B1 to the Insolvency Act 1986 or otherwise, in respect of the Security Assets.

11.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

11.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

11.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

11.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable in accordance with Clause 10.1, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

11.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

11.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:

- (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (ii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

12. RECEIVER

12.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable in accordance with Clause 10.1; or
 - (ii) any Chargor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

12.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

12.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable in accordance with Clause 10.1 be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

13. POWERS OF RECEIVER

13.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 13 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

13.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

13.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he/she thinks fit.

13.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

13.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

13.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

13.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

13.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

13.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

13.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

13.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

13.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

13.13 Lending

A Receiver may lend money or advance credit to any person.

13.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

13.15 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

14. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with clause 29 (Application of Proceeds) of the Facility Agreement. This Clause 14:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

15. TURNOVER

In respect of the receipt by a Finance Party of a payment or distribution as a result of the enforcement of the Security constituted by this Deed over any Excluded Property or the shares in any Excluded Group Company (the **Excluded Proceeds**), the Finance Parties must hold any sum representing Excluded Proceeds on trust for Bid LP 1 and Bid LP 2 and promptly on request, pay (on a joint basis) that aggregate amount to Bid LP 1 and Bid LP 2.

16. DELEGATION

16.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

16.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

16.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

17. FURTHER ASSURANCES

- (a) Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,which, in any such case, the Security Agent (acting reasonably) may consider necessary.

18. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of a Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 18.

19. MISCELLANEOUS

19.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

19.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

19.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with any Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

19.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account any Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable in accordance with Clause 10.1; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

19.5 Notice to Chargor

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by any Chargor to any Transaction Obligor and contained in any other Security Document.

20. RELEASE

- (a) At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargors, take whatever action is necessary to release its Security Assets from this Security.
- (b) The Security Agent must at the request and cost of the Chargors, take whatever action is required to release the relevant Security Assets from this Security in order to effect the Permitted Restructuring.

21. SECURITY AGENT PROVISIONS

- (a) The Security Agent executes this Deed as security agent in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.
- (b) The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent shall not, in the absence of gross negligence or wilful misconduct, incur any liability to any person for so acting or refraining from acting.

22. 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 executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

REAL PROPERTY

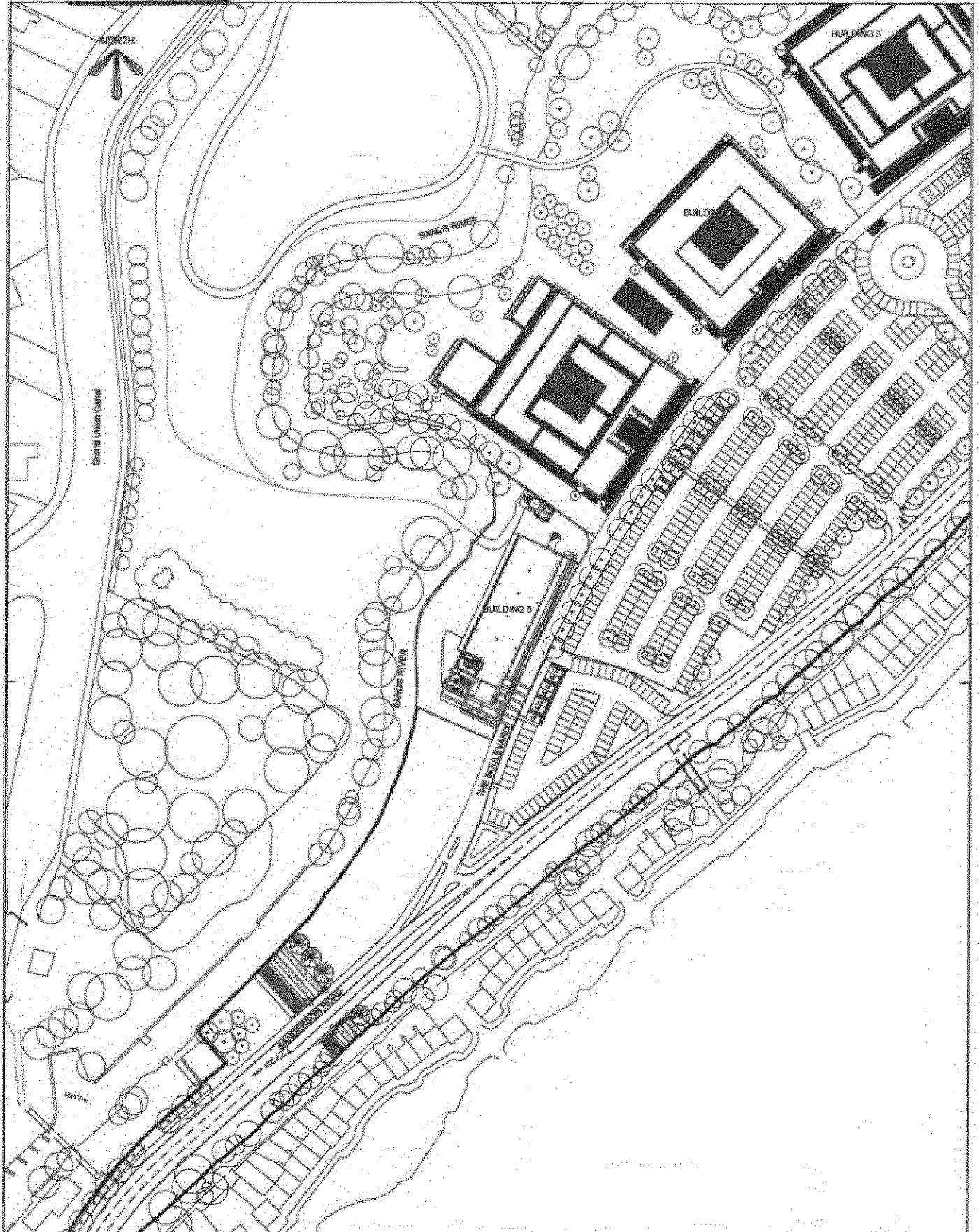
No.	Property Address	Title number	Tenure	Legal owner	Beneficial owner
1.	Venture House 2 Arlington Square Downshire Way Bracknell (RG12 1WA)	BK369858	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
2.	3 Arlington Square Downshire Way Bracknell (RG12 1WA)	BK392283	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
3.	Units 1142 and 1144 Regent Court The Square Gloucester Business Park Brockworth Gloucester (GL3 4AD)	GR365146	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
4.	Plot 1200 Hucclecote Road Gloucester (Landsdowne Court)	GR257603	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
5.	Units 1370-1390 Montpellier Court Gloucester Business Park Hucclecote Road Gloucester	GR279040	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
6.	Block 13 Gloucester Business Park Brockworth Gloucester	GR311733	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
7.	Unit 1411, 1412, 1414 and 1415 Charlton Court Gloucester Business Park Brockworth Gloucester (GL3 4AE)	GR341934	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
8.	Plot 5200 Delta Way Gloucester Business Park Brockworth Gloucester	GR329551	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
9.	Land on the south west side of Manbre Road London	BGL25357	Freehold	GJ3 Limited (Jersey company) and GJ4 Limited (Jersey Company) nominees	Crestbridge Corporate Trustees Limited as trustee for the

No.	Property Address	Title number	Tenure	Legal owner	Beneficial owner
				for Crestbridge Corporate Trustees Ltd as trustees for the Hammersmith Business Park Unit Trust	Hammersmith Business Park Unit Trust
10.	Plot 1000, 1500 and part Plot 2000 Aviator Way Manchester M22 5TG	MAN217882	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
11.	Land and buildings on the north side of Aviator Road Wythenshawe Manchester	GM886005	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
12.	3500 Aviator Way Manchester (M22 5TG)	MAN195064	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership

No.	Property Address	Title number	Tenure	Legal owner	Beneficial owner
13.	Plot 3140 Oxford Business Park South, Oxford OX4 2WB	ON303008	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
14.	Land and buildings Garsington Road Cowley	ON195950	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
15.	Land adjoining plot 4220 Oxford Business Park South, Oxford	ON209025	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
16.	Plot 4600 Oxford Business Park South, Oxford	ON222678	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
17.	Plot 5500 Oxford Business Park South, 550 John Smith Drive Cowley Oxford	ON226438	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
18.	Plot 6000 Oxford Business Park North Garsington Road Oxford	ON224789	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
19.	Plot 6500 Oxford Business Park North Garsington Road Oxford	ON208650	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
20.	Plots 7200, 7400 and 7600 Oxford Business Park North Garsington Road Oxford	ON208649	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
21.	Plots 8000, 8050 and 8100 Alec Issigonis Way Oxford Business Park North Oxford OX4 2HW	ON257361	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
22.	Plot 9400 Garsington Road Oxford Business Park North Oxford	ON257362	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership

No.	Property Address	Title number	Tenure	Legal owner	Beneficial owner
23.	Building 1 Uxbridge Business Park Uxbridge	BM322689	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
24.	Building 2 Uxbridge Business Park Sanderson Road Uxbridge (UB8 1DH)	BM302963	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
25.	Building 3 Plot 1 Uxbridge Business Park Sanderson Road Uxbridge (UB8 1DH) and Unit 3, Sanderson Road, Uxbridge (UB8 1DH)	BM332555 and BM332551	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership
26.	Building 4 Uxbridge Business Park Uxbridge	BM350917	Freehold	ABPGP 11 Limited (CRN:07995910) and ABPGP 12 Limited (CRN: 07995889)	Arlington Business Parks Partnership
27.	Plot 5 Uxbridge Business Park Sanderson Road Uxbridge	BM390481	Freehold	Arlington Business Parks GP Limited (CRN: 4233559) and to be transferred to ABPGP 1 Limited and ABPGP 2 Limited on the Closing Date	Arlington Business Parks Partnership
28.	Building 5 Uxbridge Business Park Uxbridge	Part of title number BM110852 edged red on the Building 5 Plan	Freehold	Arlington Business Parks GP Limited (CRN: 4233559) and to be transferred to ABPGP 1 Limited and ABPGP 2 Limited on the Closing Date	Arlington Business Parks Partnership

PLAN A



Baynham Meikle Partnership
consulting structural + civil engineers

Project UXBIDGE BUSINESS PARK

Title PLOT 5 - LAND REGISTRY PLAN

Checked by	
Drawn by	GH
Proj. No.	12272
Date	AUG 17
Scale	1/1250 A3
Dwg.No.	603

SCHEDULE 2
FORMS OF LETTER FOR OCCUPATIONAL TENANTS

PART 1

NOTICE TO OCCUPATIONAL TENANT

To: [Occupational tenant]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We refer to the lease dated [] and made between [] and [] (the **Lease**).

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease;
and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable in accordance with the Security Agreement. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account [with the Security Agent] at [], Account No. [], Sort Code [] (the **Rent Account**).

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Chargor]

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: [Security Agent] (as Security Agent)

Attention: []

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) (as at the date of this acknowledgement) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

.....
For
[Occupational tenant]

SCHEDULE 3
FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the **Accounts**).

We irrevocably instruct and authorise you to:

- (e) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (f) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (g) hold all sums standing to the credit of any Account to the order of the Security Agent; and
- (h) in respect of any Account other than our account with [] (account number [], sort code []) (the **General Account**), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from any Account other than the General Account without the prior written consent of the Security Agent.

In respect of the General Account, we are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [●] (the "**Notice**") of a charge upon the terms of the Debenture over the Accounts (as defined in the Notice) and all moneys (including interest) from time to time standing to the credit of the Accounts and the debt or debts represented thereby.

We confirm that we:

1. waive any term of any mandate or account agreement which prohibits or would operate so as to prevent the grant of the security constituted by or pursuant to the Debenture in relation to the Accounts;
2. accept the instructions contained in the Notice and agree to comply with the Notice, subject to the terms and conditions of any mandate, account agreement or other agreement from time to time governing the maintenance and operation of the Accounts to the extent the same do not conflict with the terms of the Notice;
3. have not received notice of the interest of any third party in any Account which remains in effect;
4. except as specified in the Notice, unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts, security and similar rights (howsoever described) which we may have now or in the future in respect of each of the Accounts or the amounts standing to the credit thereof to the extent such rights relate to amounts owed to us by the Chargor.

For the avoidance of doubt, the Accounts identified by the Chargor as being subject to the charge are:

Account Name:

Account Number:

Sort Code:

Save as specified in the Notice and this acknowledgement, the maintenance and operation of the Accounts are governed by the terms and conditions of the applicable mandate and account agreement.

This letter and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

Yours faithfully,

.....
(Authorised Signatory)

Wells Fargo Bank, N.A., London Branch

SCHEDULE 4
FORMS OF LETTER FOR HEDGE COUNTERPARTY

PART 1

NOTICE TO HEDGE COUNTERPARTY

To: [Hedge Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We hereby give you notice that we have assigned by way of security to Wells Fargo Bank N.A., London Branch (the **Security Agent**) pursuant to a [security agreement] entered into by us in favour of the Security Agent dated all our right, title and interest in and to [*describe cap and documentation*] dated on or about the date of this notice between (1) [Wells Fargo Securities International Limited][Wells Fargo Bank NA London Branch] and (2) [Chargor] (the **Contract**) including all monies which may be payable in respect of the Contract.

With effect from your receipt of this notice:

1. all payments by you to us under or arising from the Contract should be made to:

[please include account details]

or to such other account as the Security Agent may specify in writing from time to time;
2. all rights to compel performance of the Contract are exercisable by the Security Agent although we shall remain liable to perform all the obligations assumed by us under the Contract;
3. all rights, interests and benefits whatsoever accruing to or for our benefit arising from the Contract have been assigned to the Security Agent;
4. you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us.

These instructions may not be revoked without the prior written consent of the Security Agent and shall apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

All remedies provided for in the Contract or available at law or in equity are exercisable by us unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable in accordance with the Security Agreement. In this event, all remedies provided for in the Contract or available at law or in equity will be exercisable by the Security Agent or as it directs.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at 90 Long Acre, London, WC2E 9RA marked for the attention of Head of Relationship Management.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

PART 2

ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY

To: Wells Fargo Bank N.A., London Branch
90 Long Acre
London, WC2E 9RA as Facility Agent

And Wells Fargo Bank N.A., London Branch
90 Long Acre
London, WC2E 9RA as Security Agent

Attention: Head of Relationship Management

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We acknowledge receipt of a notice dated [] from [Chargor] (the **Chargor**) in respect of assignment by way of security pursuant to a security agreement dated the date of the notice (the **Security Agreement**) of a [*describe cap and documentation*] dated on or about the date of this notice between (1) [Wells Fargo Securities International Limited][Wells Fargo Bank NA London Branch] and (2) [Chargor] (the **Contract**).

We confirm that:

- (a) we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice;
- (b) we hereby waive any restriction in the Contract which would prevent the grant of the security referred to in the notice;
- (c) we shall make all payments under or arising from the Contract into the account specified in the notice or to such other account as the Security Agent may specify in writing from time to time;
- (d) [subject to clause 8.3 (Hedging) of the Facility Agreement (as defined in the Security Agreement), no amendment, supplement or waiver of any of rights, interests and benefits in respect of the Contract shall be effective without the prior written consent of the Facility Agent unless the same is administrative or mechanical in nature, does not give rise to a conflict with any provision of the Facility Agreement (as defined in the Security Agreement) and is not materially prejudicial to the interests of any Lender (as defined in the Facility Agreement) in such capacity;
- (e) we will not terminate the Contract unless:
 - (i) an “event of default” occurs pursuant to section 5(a)(i) of the relevant ISDA Master Agreement with respect to the Chargor and the interest cap transaction governed by it and such “event of default” is not remedied within 3 Business Days (as defined in the Facility Agreement);
 - (ii) a Hedging Force Majeure Event (as defined in the Facility Agreement) has occurred with respect to the Contract;

- (f) the Chargor can terminate the relevant transaction(s) if the Facility Agent (as defined in the Security Agreement) makes a demand under paragraph (a) to (c) (inclusive) of clause [24.20] (Acceleration) of the Facility Agreement (as defined in the Security Agreement) or otherwise makes a demand for payment under clause [24.20] (Acceleration) of the Facility Agreement (as defined in the Security Agreement);
- (g) we cannot withhold payments under the relevant transaction(s) pursuant to Section 2(a)(iii) of the relevant ISDA Master Agreement if the Chargor has discharged in full all of its payment obligations under all transactions under the Contract; and]
- (h) we have made all necessary arrangements for future payments under the Contract to be made to the account specified in the notice.

For and on behalf of

[Wells Fargo Securities International Limited][Wells Fargo Bank NA London Branch]

SCHEDULE 5
FORMS OF LETTER FOR INSURERS

PART 1

NOTICE TO INSURER

To: [Insurer]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract of insurance] (the **Insurance**).

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable in accordance with the Security Agreement. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

PART 2

ACKNOWLEDGEMENT OF INSURER

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract of insurance] (the **Insurance**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....
(Authorised signatory)
[Insurer]

SCHEDULE 6
FORMS OF LETTER FOR OTHER CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Contract Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge]¹ to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract] (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable in accordance with the Security Agreement. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

¹ Delete as applicable.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of [an assignment]/[fixed charge]² on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the **Contract**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....
(Authorised signatory)
[Contract counterparty]

² Delete as applicable.

SIGNATORIES

Chargors

EXECUTED AS A DEED by
ARLINGTON BUSINESS PARKS
PARTNERSHIP
acting by its general partner **ARLINGTON**
BUSINESS PARKS GP LIMITED
acting by **KRYSTO NIKOLIC**

Director

In the presence of:

Witness's signature:

Name: **STEPHANIE AUSTERA**

Address: **Freshfields Bruckhaus Deringer LLP**
65 Fleet Street
London
EC4Y 1HS

EXECUTED AS A DEED by
ARLINGTON BUSINESS PARKS GP LIMITED
acting by **KRYSTO NIKOLIC**

Director

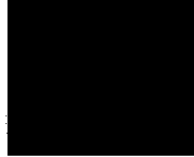
In the presence of:

Witness's signature:

Name: **STEPHANIE AUSTERA**

Address: **Freshfields Bruckhaus Deringer LLP**
65 Fleet Street
London
EC4Y 1HS

EXECUTED AS A DEED by
ABPGP 1 LIMITED
acting by **RICHARD POTTER**



Director

In the presence of:

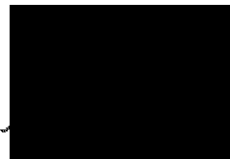
Witness's signature:



Name: **STEPHANIE AUSTERA**

Address: **Freshfields Bruckhaus Deringer LLP**
65 Fleet Street
London
EC4Y 1HS

EXECUTED AS A DEED by
ABPGP 2 LIMITED
acting by **RICHARD POTTER**



Director

In the presence of:

Witness's signature:



Name: **STEPHANIE AUSTERA**

Freshfields Bruckhaus Deringer LLP

Address:

65 Fleet Street
London
EC4Y 1HS

SIGNED AS A DEED on behalf of
CRESTBRIDGE CORPORATE TRUSTEES)
LIMITED in its capacity as trustee of the)
HAMMERSMITH BUSINESS PARK UNIT)
TRUST, a company incorporated in Jersey, by)
being a person who, in accordance with the laws of)
that territory is acting under the authority of)
the company

SIGNED AS A DEED on behalf of)
GJ3 LIMITED, a company incorporated in Jersey,)
by)
being a person who, in accordance with the laws of)
that territory is acting under the authority of)
the company)

SIGNED AS A DEED on behalf of)
GJ4 LIMITED, a company incorporated in Jersey,)
by)
being a person who, in accordance with the laws of)
that territory is acting under the authority of)
the company)

SIGNED AS A DEED on behalf of)
SUB G2 LIMITED, a company incorporated in)
Jersey, by)
being a person who, in accordance with the laws of)
that territory is acting under the authority of)
the company)

EXECUTED AS A DEED by
ABPGP 2 LIMITED
acting by

Director

In the presence of:

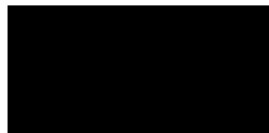
Witness's signature:

Name:

Address:

SIGNED AS A DEED on behalf of
CRESTBRIDGE CORPORATE TRUSTEES
LIMITED in its capacity as trustee of the
HAMMERSMITH BUSINESS PARK UNIT
TRUST, a company incorporated in Jersey, by
being a person who, in accordance with the laws of
that territory is acting under the authority of
the company

)
)
)
)
)



Andy Williams
Director



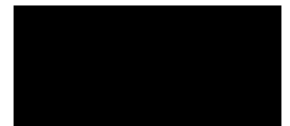
Danny Cole
Director

SIGNED AS A DEED on behalf of
GJ3 LIMITED, a company incorporated in Jersey,
by
being a person who, in accordance with the laws of
that territory is acting under the authority of
the company

)
)
)
)
)
)



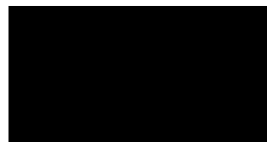
Andy Williams
Director



Erin Moffat
Alternate Director

SIGNED AS A DEED on behalf of
GJ4 LIMITED, a company incorporated in Jersey,
by
being a person who, in accordance with the laws of
that territory is acting under the authority of
the company

)
)
)
)
)



Andy Williams
Director



Erin Moffat
Alternate Director

SIGNED AS A DEED on behalf of
SUB G2 LIMITED, a company incorporated in
Jersey, by
being a person who, in accordance with the laws of
that territory is acting under the authority of
the company

)
)
)
)
)
)



Andy Williams
Director



Erin Moffat
Alternate Director

EXECUTED AS A DEED by
ABPGP 11 LIMITED
acting by RICHARD POTTER



Director

In the presence of:

Witness's signature:



Name: STEPHANIE AUSTERA

Address:

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London
EC4Y 1HS

EXECUTED AS A DEED by
ABPGP 12 LIMITED
acting by RICHARD POTTER



Director

In the presence of:

Witness's signature:



Name: STEPHANIE AUSTERA

Address: **Freshfields Bruckhaus Deringer LLP**
65 Fleet Street
London
EC4Y 1HS

Security Agent

WELLS FARGO BANK, N.A., LONDON BRANCH

By:

