



Registration of a Charge

Company name: **ABPGP 1 LIMITED**

Company number: **04694889**

Received for Electronic Filing: **04/06/2018**



X77EW75M

Details of Charge

Date of creation: **31/05/2018**

Charge code: **0469 4889 0027**

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

Brief description: **FREEHOLD PROPERTY KNOWN AS PLOT 3130 OXFORD BUSINESS PARK SOUTH, OXFORD TO BE ALLOCATED A TITLE NUMBER BY H.M. LAND REGISTRY FOLLOWING THE TRANSFER OF THE PROPERTY TO ABPGP 1 LIMITED AND ABPGP 2 LIMITED.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 ON BEHALF OF THE CHARGE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4694889

Charge code: 0469 4889 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2018 and created by ABPGP 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th June 2018 .

Given at Companies House, Cardiff on 6th June 2018

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

SUPPLEMENTAL SECURITY AGREEMENT

DATED 31 MAY 2018

**ABPGP 1 LIMITED, ABPGP 2 LIMITED AND ARLINGTON BUSINESS PARKS PARTNERSHIP
acting by its general partner ARLINGTON BUSINESS PARKS GP LIMITED**

and

**WELLS FARGO BANK, N.A., LONDON BRANCH
as Security Agent**

**relating to
the Arlington Business Parks Portfolio**

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 31 May 2018 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) **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** and together with the Limited Partnership, the **Chargors**); and
- (3) **WELLS FARGO BANK, N.A., LONDON BRANCH** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Original Security Agreement defined below).

BACKGROUND:

- (A) Under a Security Agreement dated 29 August 2017 (the **Original Security Agreement**) between, among others, the Chargors and the Security Agent, each Chargor charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for the Secured Liabilities (as defined in the Original Security Agreement).
- (B) This Deed is supplemental to the Original Security Agreement.
- (C) 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 Construction

- (a) Capitalised terms defined in the Original Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) 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 the Original Security Agreement.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, 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 this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) A Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to (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 Security 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 Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Land

- (a) The Limited Partnership charges by way of a first legal mortgage all estates or interests in the real property specified in the Schedule (Real Property).
- (b) The English Property Trustees in their capacity as trustees charge by way of a first legal mortgage all estates or interests in the real property specified in the Schedule (Real Property).
- (c) A reference in this Clause 2.2 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.

2.3 Confirmation

Each Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) it has charged in favour of the Security Agent by way of first fixed charge the assets relating to the real property specified in the Schedule (Real Property) and referred to in clauses 2.4 (Investments) to 2.8 (Instruction) (inclusive) and clause 2.11 (Miscellaneous) of the Original Security Agreement; and
- (b) it has assigned to the Security Agent by way of security the assets relating to the real property specified in the Schedule (Real Property) and referred to in clauses 2.9 (Hedging) to 2.10 (Other contracts) (inclusive) of the Original Security Agreement.

3. INCORPORATION

The provisions of clause 3 (Restrictions on dealings) to 21 (Security Agent provisions) (inclusive) (other than clause 4.2 (Land Registry)) of the Original 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. H.M. 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 H.M. 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)".

5. CONTINUATION

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.
- (c) This Deed is a Finance Document.

6. GOVERNING LAW

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

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

SCHEDULE
REAL PROPERTY

No.	Property Address	Title number	Tenure	Legal owner	Beneficial owner
1	Plot 3130 Oxford Business Park South, Oxford	To be allocated by H.M. Land Registry following the transfer to ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Freehold	ABPGP 1 Limited (CRN:04694889) and ABPGP 2 Limited (CRN: 04694891)	Arlington Business Parks Partnership

SIGNATORIES

Chargors

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's signature:

Name: *CLAIRE HARVEY*

Address:

EXECUTED AS A DEED by
ABPGP 2 LIMITED
acting by

Director

In the presence of:

Witness's signature:

Name: *CLAIRE HARVEY*

Address:

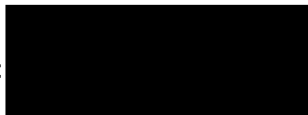
EXECUTED AS A DEED by
ABPGP 1 LIMITED
acting by

Director



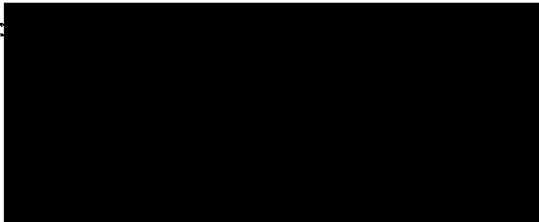
In the presence of:

Witness's signature:



Name: CLARE HARVEY

Address:



Security Agent

EXECUTED as a **DEED** by **WELLS FARGO BANK, N.A., LONDON BRANCH**, a company incorporated in the USA, acting by

[REDACTED]....

and

[REDACTED]

who, in accordance with the laws of that territory, are acting under the authority of the company

Signature in name of company

WELLS FARGO BANK, N.A., LONDON BRANCH

Signature(s):

[REDACTED]....

[REDACTED]

Authorised Signatories