



Registration of a Charge

Company Name: **PEEL LAND AND PROPERTY INVESTMENTS PLC**

Company Number: **00166957**



Received for filing in Electronic Format on the: **04/10/2022**

XBDY6O2H

Details of Charge

Date of creation: **30/09/2022**

Charge code: **0016 6957 0087**

Persons entitled: **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

Brief description:

Contains fixed charge(s).

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 166957

Charge code: 0016 6957 0087

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2022 and created by PEEL LAND AND PROPERTY INVESTMENTS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2022 .

Given at Companies House, Cardiff on 7th October 2022

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



Companies House



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

DATED

30 September

2022

PEEL LAND AND PROPERTY INVESTMENTS PLC

- and -

THE LAW DEBENTURE TRUST CORPORATION p.l.c.

SUPPLEMENTAL TRUST DEED

relating to the 8 ³/₈ per cent First Mortgage Debenture

Stock 2040 of Peel Land and Property Investments Plc

recording the Release of Mortgaged Property and

charging of a cash sum

Legal Department

Peel Land and Property Group Management Limited

Venus Building

1 Old Park Lane

TraffordCity

Manchester

M41 7HA

THIS SUPPLEMENTAL TRUST DEED is made on the **30** day of **September** 2022

BETWEEN:

- (1) **PEEL LAND AND PROPERTY INVESTMENTS PLC** (registered in England Number 166957) whose registered office is at Venus Building 1 Old Park Lane TraffordCity Manchester M41 7HA (hereinafter called the "**Company**");
- (2) **THE LAW DEBENTURE TRUST CORPORATION p.l.c.** whose principal office is at 8th Floor, 100 Bishopsgate, London EC2N 4AG (the "**Trustee**")

WHEREAS:

- (A) This Deed is supplemental to:
- (1) an amended and restated trust deed dated 12 May 2010 between the Company (1) and the Trustee (2); (the "Principal Trust Deed")
 - (2) a supplemental trust deed dated 26 May 2010 between the Company (1) and the Trustee (2) providing for the admission of certain additional properties;
 - (3) a further supplemental deed also dated 26 May 2010 between the Company (1) and the Trustee (2);
 - (4) a supplemental trust deed dated 4 June 2010 made between the Company (1) and the Trustee (2) for consideration and securing £50m of 8 ³/₈% First Mortgage Debenture Stock 2040;
 - (5) a deed of release dated 30 September 2011 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property;
 - (6) a deed of release dated 25 July 2012 made between the Company (1) and the Trustee (2) providing for a release of certain Mortgaged Property;
 - (7) a supplemental trust deed dated 15 April 2013 made between the Company (1) and the Trustee (2) providing for the charging of additional Mortgaged Property;
 - (8) a deed of release dated 1st November 2013 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Properties;
 - (9) a supplemental trust deed dated 17 December 2013 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of cash as additional Mortgaged Property;
 - (10) a deed of release dated 31 January 2014 providing for the release of certain Mortgaged Property;
 - (11) a supplemental trust deed dated 28 November 2014 made between the Company (1) and the Trustee (2) providing for the charging and releasing of Mortgaged Property;

- (12) a supplemental trust deed dated 23 January 2015 made between the Company (1) and the Trustee (2) providing for the charging and releasing of Mortgaged Property;
- (13) a deed of release dated 23 July 2015 made between the Company (1) and the Trustee (2) providing for the release of Mortgaged Property;
- (14) a deed of release dated 17 December 2015 made between the Company (1) and the Trustee (2) providing for the release of Mortgaged Property;
- (15) a supplemental trust deed dated 22nd June 2016 made between the Company (1) and the Trustee (2) providing for the charging and releasing of Mortgaged Property;
- (16) a deed of release dated 8 August 2016 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Properties;
- (17) a supplemental trust deed dated 16 May 2017 made between the Company (1) and the Trustee (2) providing for the charging and releasing of certain Mortgaged Properties;
- (18) a supplemental trust deed dated 23 March 2018 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Properties;
- (19) a deed of release dated 27 June 2018 made between the Company (1) and The Trustee (2) providing for the release of certain Mortgaged Property;
- (20) a deed of release dated 13 December 2018 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property;
- (21) a supplemental trust deed dated 6 September 2019 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of cash as additional Mortgaged Property;
- (22) a supplemental trust deed dated 29 October 2019 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of cash as additional mortgaged property;
- (23) a supplemental trust deed dated 13 May 2020 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of cash as additional mortgaged property;
- (24) a supplemental trust deed dated 15 February 2021 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of cash as additional mortgaged property; and
- (25) a supplemental trust deed dated 22 March 2021 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of cash as additional mortgaged property
- (26) a supplemental trust deed dated 25 May 2021 made between the Company (1) and the Trustee

- (2) providing for the release of certain Mortgaged Property and the charging of cash as additional mortgaged property
- (27) a supplemental trust deed dated 18 August 2021 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of cash as additional mortgaged property
- (28) a supplemental trust deed dated 18 August 2021 made between the Company (1) and the Trustee (2) providing for the release of certain Mortgaged Property and the charging of additional mortgaged property
- (29) a supplemental trust deed dated 10th September 2021 made between the Company (1), Barton Square Limited (2) and the Trustee (3) providing for the Charging and Release of Mortgaged Property and the inclusion of a New Charging Subsidiary
- (30) a deed of release dated 29th September 2022 made between the Company (1), the Trustee (2) providing for the release of Mortgaged Property;
- (the deeds referred to in (2) to (30) inclusive being hereinafter together called the “Supplemental Trust Deeds” and the “Trust Deed” means the Principal Trust Deed and the Supplemental Trust Deeds).
- (B) Words and expressions defined in the Principal Trust Deed shall, unless the context requires otherwise have the same meaning in this deed.
- (C) Clause 11(A) of the Principal Trust Deed entitles the Company to withdraw all or any part of the Mortgaged Property charged by it upon the Company charging by way of first specific charge in favour of the Trustee and to its satisfaction as part of the Mortgaged Property other immovable property or by paying or charging to the Trustee a sum of money so as to form part of the Mortgaged Property or partly in one way and partly in the other subject as provided in the said Clause 11(A).
- (D) The Company has requested the Trustee pursuant to Clause 11(A) of the Principal Trust Deed to consent in the release of the property more particularly described in the Schedule (the “Released Property”) in substitution for the charging of a cash sum being an amount equal to the Value of the Released Property also more particularly described in the Schedule (the “Substituted Property”).
- (E) Messrs Savills in a valuation report as at 31 March 2022 dated 12 May 2022 have valued the Released Property at £3,500,000.
- (F) The Trustee has also received a report from the Company’s auditors confirming that the net annual income receivable from the Mortgaged Property immediately following the release of the Release Property and charging of the Substituted Property shall be not less than the gross annual interest on the Stock and the net annual income receivable from no single tenant of one or more immovable properties comprised in the Mortgaged Property would account for an amount equal to or greater than 15 per cent. of the aggregate net annual income receivable from the Mortgaged Property.

- (G) The Directors of the Company have confirmed in a certificate addressed to the Trustee, inter alia the matters set out in (C) to (F) above and have requested the Trustee's consent to the withdrawal of the Released Property and the charging of the Substituted Property pursuant to Clause 11(A) of the Trust Deed.

NOW THIS SUPPLEMENTAL DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED
as follows:

1. In consideration of the charging of the Substituted Property pursuant to Clause 11(A) of the Trust Deed, the Trustee hereby releases the Released Property free and discharged from the charges created by the Trust Deed.
2. The parties hereto declare that the Trust Deed shall remain in full force and effect with regard to the remainder of the Mortgaged Property charged thereby, and that nothing in this deed shall prejudice or affect the security of the Trustee under the Trust Deed in respect of the remaining Mortgaged Property and assets charged therein, or the liabilities of the Company or the rights of the Trustee thereunder.
3. The Company hereby confirms and covenants with the Trustee that it will duly perform and observe all of the covenants, conditions, provisions and obligations contained in these presents (as that expression is defined in Clause 1(V) of the Principal Trust Deed).
4. The Principal Trust Deed and Supplemental Deeds shall remain in full force and effect and, as amended by this Supplemental Deed, shall be construed and read as a single deed.
5. Each of the parties to this document intends it to be a deed and agreed to execute and delivery it as a deed.
6. This Deed of Release shall be governed and construed in accordance with English Law.

IN WITNESS whereof this document as a deed the day and year first before written.

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THE SCHEDULE

(The Released Property)

The freehold land and buildings on the north east side of Barton Dock Road and the north west side of Essex Road Davyhulme used as a car sales centre registered with title number LA305284.

(The Substituted Property)

Cash in the sum of £3,500,000

EXECUTED AS A DEED by

**PEEL LAND AND PROPERTY
INVESTMENTS PLC**

by means of these signatures and delivered

Director

DocuSigned by:
[Redacted]
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Director

DocuSigned by:
[Redacted]
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EXECUTED AS A DEED by

THE LAW DEBENTURE TRUST

CORPORATION p.l.c.

By:

DocuSigned by:
[Redacted]
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Director

DocuSigned by:
[Redacted]
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Secretary Representing Law Debenture
Corporate Services Limited