



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**

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Details of Charge

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

Charge code: **0016 6957 0086**

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

Brief description: **FREEHOLD LAND KNOWN AS PLOTS 106 AND 107 AT AIRIE, BEING LAND ADJOINING GARNET FOLD FARM, ST HELENS ROAD, BOLTON, BL3 3SS AND COMPRISING PART OF THE LAND REGISTERED WITH TITLE NUMBER: MAN382743; FOR MORE INFORMATION PLEASE REFER TO THE CHARGING INSTRUMENT**

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 0086

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 Charging and Release of Mortgaged Property

Legal Department
Peel L&P 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"); and
- (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 22 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 Property and the charging of cash as additional Mortgaged Property;
- (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; and
- (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; and
- (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

- (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 August 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 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 cash sum more particularly described in the Schedule (the “Released Property”) in substitution for the charging of the property also more particularly described in the Schedule (the “Substituted Property”).
 - (E) Messers Savills in a valuation report as at 22 September 2022 dated 26 September 2022 have valued the Substituted Property at £2,980,000.
 - (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 Released Property and charging of the Substituted Property shall not be 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. The Company with full title guarantee hereby charges pursuant to Clause 11(A) of the Trust Deed by way of first legal mortgage so as to form part of the Mortgaged Property, the Substituted Property described in the Schedule.
2. In relation to the Substituted Property charged by way of a legal mortgage under this deed situated in England and Wales, the Company hereby irrevocably undertakes to apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of that real property owned by the Company and to be charged pursuant to this deed on the prescribed Land Registry form and in the following or substantially similar terms:
 "No disposition (other than the grant of or any assignment of a lease for a term not exceeding forty-two years) of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [30 September] 2022 in favour of The Law Debenture Trust Corporation p.l.c. referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its authorised signatory"
3. In consideration of the charging of the Substituted Property, pursuant to Clause 11(A) of the Trust Deed, the Trustee hereby releases to the Company, the Released Property free and discharged from the charges created by the Trust Deed.
4. 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.
5. 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).
6. The Principal Trust Deed and the Supplemental Deeds shall remain in full force and effect and, as amended by this Supplemental Trust Deed, shall be construed and read as a single deed.

7. Each of the parties to this document intends it to be a deed and agrees to execute and deliver it as a deed.
8. This Supplemental Deed shall be governed by and construed in accordance with English law.

IN WITNESS whereof this document has been executed as a deed the day and year first before written

THE SCHEDULE
(The Released Property)

The cash sum of £2,980,000


(The Substituted Property)


Freehold land known as :

1. Plots 106 and 107 at Airie, being land adjoining Garnet Fold Farm, St Helens Road, Bolton, BL3 3SS and comprising part of the land registered with Title Number MAN382743
2. Plots 74 and 75 at Glisk, being land on the South-East Side Of Jacks Wood Avenue, Ellesmere Port, comprising part of the land registered with Title Number CH710204
3. Plot 217 at Tulach, being land lying to the east of Foundry Lane, Wigan, comprising part of the land registered with Title Number MAN382780
4. Plots 5 and 6 at Keld, being land on the north-west side of Riverside Way, Barrowford, Nelson, comprising part of the land registered with Title Number LAN235659
5. Plots 1 and 2 at Silkash, being land on the south east side of Bolton Road, Westhoughton, Bolton, comprising part of the land registered with Title Number GM913974

EXECUTED AS A DEED by
PEEL LAND AND PROPERTY INVESTMENTS Plc


by means of these signatures and delivered

Director 
10E835DB1E0A480...

Director 
EC16B9B5663143B...

Executed as a Deed by:
THE LAW DEBENTURE TRUST CORPORATION p.l.c.

By:
Director 
DCA8ED7B6F8444E...

Representing Law Debenture Corporate Services Limited, Secretary 
14F2EE5FF176449...