



Registration of a Charge

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

Company Number: **00166957**



Received for filing in Electronic Format on the: **22/12/2023**

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Details of Charge

Date of creation: **19/12/2023**

Charge code: **0016 6957 0088**

Persons entitled: **THE LAW DEBENTURE TRUST CORPORATION PLC (AS TRUSTEE)**

Brief description: **ALL AND WHOLE THOSE SUBJECTS FORMERLY KNOWN AS PENTLAND RETAIL PARK AND NOW KNOWN AS UPPER TERRACE, STRAITON RETAIL PARK, STRAITON, LOANHEAD EH20 9PW BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID60674 TOGETHER WITH (1) THE WHOLE RIGHTS COMMON, MUTUAL AND EXCLUSIVE AND THE PARTS, PRIVILEGES AND PERTINENTS EFFEIRING TO THE SAID SUBJECTS; (2) ALL BUILDINGS AND ERECTIONS AND FIXTURES (INCLUDING SUBJECT TO THE LESSEES' RIGHTS THEREOVER TENANTS' AND TRADE FIXTURES) AND FITTINGS AND FIXED PLANT AND MACHINERY FOR THE TIME BEING THEREON BELONGING TO THE COMPANY AND ALL IMPROVEMENTS AND ADDITIONS THERETO ALL INsofar AS HERITABLE; AND (3) THE COMPANY'S WHOLE RIGHT, TITLE AND INTEREST PRESENT AND FUTURE THEREIN AND THERETO. FOR MORE DETAILS AND DEFINED TERMS, PLEASE REFER TO THE INSTRUMENT.**

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: **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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 166957

Charge code: 0016 6957 0088

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2023 and created by PEEL LAND AND PROPERTY INVESTMENTS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2023 .

Given at Companies House, Cardiff on 30th December 2023

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**

Certified a true copy save for
the material redacted pursuant to
s859G of the Companies Act 2006

Alexandra Munro

Brodies LLP
Solicitors

Date: 20 December 2023

Ref: LAW39.10

STANDARD SECURITY

BY

PEEL LAND AND PROPERTY INVESTMENTS PLC

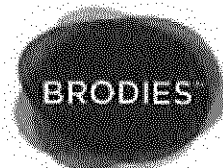
IN FAVOUR OF

THE LAW DEBENTURE TRUST CORPORATION PLC (as Trustee)

SUBJECTS: UPPER TERRACE, STRAITON RETAIL PARK, STRAITON, EDINBURGH
(TITLE NUMBER MID60674)

Brodies LLP
Capital Square
58 Morrison Street
Edinburgh EH3 8BP
T: 0131 228 3777
DX ED 10
Ref: MXM.CAH.LAW39.10

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ENLIGHTENED THINKING

WE, PEEL LAND AND PROPERTY INVESTMENTS PLC, incorporated under the Companies Acts with Registered Number 00166957 and having our Registered Office at Venus Building 1 Old Park Lane, Traffordcity, Manchester, England, M41 7HA (and formerly at Peel Dome, Intu Trafford Centre, Traffordcity Manchester, M17 8PL) (the "Company"), in security for the payment and satisfaction of all obligations, monies and liabilities, including interest, premiums, expenses and others due and that may become due to The Law Debenture Trust Corporation plc., incorporated under the Companies Acts with Registered Number 01675231 and having their Registered Office and principal office at 8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG (formerly at Fifth Floor, One hundred Wood Street, London, EC2V 7EX) as trustee for the Stockholders pursuant to the Trust Deed hereinafter defined (the "Trustee" which expression shall include its successors as such trustee from time to time) incurred or to be incurred in terms of an amended and restated trust deed dated 12 May 2010 made between us and the Trustee (the "Principal Trust Deed") as the same may have been and may hereafter be varied, amended, supplemented, novated, restated, re-enacted, assigned or substituted from time to time, including without limitation by:

- (1) a supplemental trust deed dated 26 May 2010 between the Company (1) and the Trustee (2);
- (2) a further supplemental deed also dated 26 May 2010 between the Company (1) and the Trustee (2);
- (3) a supplemental trust deed dated 4 June 2010 made between the Company (1) and the Trustee (2);
- (4) a deed of release dated 30 September 2011 and made between the Company (1) and the Trustee (2);
- (5) a deed of release dated 25 July 2012 and made between the Company (1) and the Trustee (2);
- (6) a supplemental trust deed dated 15 April 2013 made between the Company (1) and the Trustee (2);
- (7) a deed of release dated 1 November 2013 and made between the Company (1) and the Trustee (2);
- (8) a supplemental trust deed dated 17 December 2013 made between the Company (1) and the Trustee (2);
- (9) a deed of release dated 31 January 2014 and made between the Company (1) and the Trustee (2);
- (10) a supplemental trust deed dated 28 November 2014 made between the Company (1) and the Trustee (2);
- (11) a supplemental trust deed dated 23 January 2015 made between the Company (1) and the Trustee (2);
- (12) a deed of release dated 23 July 2015 and made between the Company (1) and the Trustee

- (2);
- (13) a deed of release dated 17 December 2015 and made between the Company (1) and the Trustee (2);
 - (14) a supplemental trust deed dated 22 June 2016 made between the Company (1) and the Trustee (2);
 - (15) a deed of release dated 8 August 2016 and made between the Company (1) and the Trustee (2);
 - (16) a supplemental trust deed dated 16 May 2017 made between the Company (1) and the Trustee (2);
 - (17) a supplemental trust deed dated 23 March 2018 made between the Company (1) and the Trustee (2);
 - (18) a deed of release dated 27 June 2018 and made between the Company (1) and the Trustee (2);
 - (19) a deed of release dated 13 December 2018 and made between the Company (1) and the Trustee (2);
 - (20) a supplemental trust deed dated 6 September 2019 made between the Company (1) and the Trustee (2);
 - (21) a supplemental trust deed dated 29 October 2019 made between the Company (1) and the Trustee (2);
 - (22) a supplemental trust deed dated 13 May 2020 made between the Company (1) and the Trustee (2);
 - (23) a supplemental trust deed dated 15 February 2021 made between the Company (1) and the Trustee (2);
 - (24) a supplemental trust deed dated 22 March 2021 made between the Company (1) and the Trustee (2);
 - (25) a supplemental trust deed dated 25 May 2021 made between the Company (1) and the Trustee (2);
 - (26) a supplemental trust deed dated 18 August 2021 made between the Company (1) and the Trustee (2);
 - (27) a supplemental trust deed dated 18 August 2021 made between the Company (1) and the Trustee (2);
 - (28) a supplemental trust deed dated 10 September 2021 made between the Company (1), Barton Square Limited (2) and the Trustee (3);

- (29) a deed of release dated 29 September 2022 between the Company (1) and the Trustee (2);
- (30) a supplemental trust deed dated 30 September 2022 made between the Company (1) and the Trustee (2);
- (31) a supplemental trust deed dated 30 September 2022 made between the Company (1) and the Trustee (2);
- (32) a supplemental trust deed dated 23 March 2023 made between the Company (1) and the Trustee (2);
- (33) a deed of release dated 23 March between the Company (1) and the Trustee (2); and
- (34) a supplemental trust deed dated 24 March 2023 made between the Company (1) and the Trustee (2).

(the "Supplemental Trust Deeds") (the Principal Trust Deed as the same has been or may hereafter be varied, amended, supplemented, novated, restated, re-enacted, assigned or substituted from time to time including without limitation by the Supplemental Trust Deeds being hereinafter called the "Trust Deed") grant a standard security in favour of the Trustee over ALL and WHOLE those subjects formerly known as Pentland Retail Park and now known as Upper Terrace, Straiton Retail Park, Straiton, Loanhead EH20 9PW being the subjects registered in the Land Register of Scotland under Title Number MID60674 TOGETHER WITH (1) the whole rights common, mutual and exclusive and the parts, privileges and pertinents effeiring to the said subjects; (2) all buildings and erections and fixtures (including subject to the lessees' rights thereover tenants' and trade fixtures) and fittings and fixed plant and machinery for the time being thereon belonging to us and all improvements and additions thereto all insofar as heritable; and (3) our whole right, title and interest present and future therein and thereto (the "Security Subjects").

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended from time to time (the "1970 Act") and any lawful variation thereof operative for the time being shall apply; and we agree that the Standard Conditions shall be varied as follows:-

- 1 To the effect and extent necessary to ensure that, so far as lawful and applicable, all powers, provisions, undertakings, obligations, agreements and declarations contained in the Trust Deed relating to the Security Subjects and/or the interest of the Company therein shall so relate to the Security Subjects and the interest of the Company therein, the terms of the Trust Deed being for the purposes of this Standard Security deemed to be incorporated by reference *mutatis mutandis* into this Standard Security and in respect of which the whole provisions thereof, so far as lawful and applicable shall be binding upon the Company in terms of this Standard Security, under declaration that in the event of there being any inconsistency between the Standard Conditions and the terms of the Trust Deed, the terms of the Trust Deed shall prevail so far as permitted by law.
- 2 Any sale, lease, transfer, conveyance, assignation, licence, sub-lease, sub-licence or other disposal whether voluntary or involuntary of the Security Subjects or any part thereof or of any interest therein under burden of this Standard Security, or the grant of any standard security affecting the Security

Subjects or any part thereof or any interest therein, or the grant of any assignment of rents in respect of any rents or licence fees payable in respect of the Security Subjects or any part thereof during the continuance of this Standard Security is prohibited save in so far as permitted in terms of the Trust Deed and then only as provided therein, and any breach of this prohibition shall constitute an event of default in terms of Standard Condition 9.

- 3 In addition to the events of default specified in Standard Condition 9, the debtor shall be deemed to be in default for the purposes of this Standard Security upon the occurrence of any event whereby any security created by or in pursuance of the Trust Deed becomes enforceable. After the security constituted by this Standard Security has become enforceable, the Trustee may in its absolute discretion enforce all or any part of this Standard Security in any matter it sees fit in accordance with the provisions of the Trust Deed.
- 4 After the Trustee has become entitled to enter into possession of the Security Subjects, the Trustee shall be entitled without limitation to grant a lease or leases of the Security Subjects or any part or parts thereof (which lease or leases will be granted for any time determined by the Trustee and shall not be restricted to a period of seven years).
- 5 Any certificate by the Trustee as to the amount or value of any of the obligations, monies and liabilities secured by this Standard Security (a "Certificate") will be, in the absence of manifest error, conclusive evidence of the matters to which it relates and shall (in the absence of manifest error) be binding and conclusive upon the Company.

DECLARING THAT:-

- 1 This Standard Security is, and shall be deemed to be, granted as supplemental to the Trust Deed;
- 2 Words and expressions defined in the Trust Deed shall, unless the context otherwise requires or unless otherwise specifically defined herein, have the same meanings in this Standard Security, and that the word "debtor", where incorporated in the foregoing variations shall be deemed to have the meaning attributed to it in the 1970 Act; and
- 3 Each and every provision of this Standard Security shall separately be given the fullest effect permitted by law and if at any time one or more of the provisions of this Standard Security shall be unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not in any way be affected or impaired thereby and the provision or provisions affected by such unenforceability shall be given effect in all respects other than that in which it is/they are unenforceable;

And the Company grants warrandice but excepting therefrom the current leases of the Security Subjects (as set out in the schedule to this Standard Security) and the existing standard security granted by Peel Investments (North) Limited in favour of The Law Debenture Trust Corporation plc recorded in the General Register of Sasines for Midlothian on 2 April 1992 and now registered in the Land Register of Scotland under Title Number MID60674 without prejudice however to the Trustee's right to quarrel or impugn the same on any ground of law not inferring warrandice against the Company.

And the Company consents to registration hereof and of any Certificate for execution: IN WITNESS WHEREOF these presents consisting of this page and the preceding 4 pages together with the schedule annexed and executed as relative to this Standard Security are subscribed as follows:-

Subscribed for and on behalf of

PEEL LAND AND PROPERTY INVESTMENTS PLC

usual signature of witness

usual signature of director/secretary/authorised signatory

full written signature of witness:

full name of above (print)

full name of above (print)

full written signature of director

The Venue building,
Manchester, M14 1JH
1 Oldpark Lane

23.11.2023
date of signing

MANCHESTER
place of signing

full name of director:
STEVEN UNDERWOOD

Address of witness

full name of witness:

CARA SCHOFIELD

This is the Schedule referred to in the foregoing Standard Security by PEEL LAND AND PROPERTY INVESTMENTS PLC in favour of THE LAW DEBENTURE TRUST CORPORATION PLC (as Trustee)

Current leases

1 The Terrace

Lease between Peel Land and Property Investments PLC and Peel L&P Retail Developments Limited (therein named Peel Retail Developments Limited) dated 25 June 2019 and currently undergoing registration in the Land Register of Scotland under Title Number MID201400.

2 Unit 1a, Upper Terrace– Tenant: Carpetright PLC

Extract Lease between Peel Land and Property Investments PLC and Carpetright PLC dated 9 June 2014 and 17 August 2018 and registered in the Books of Council & Session on 21 February 2020 as varied and/or amended.

3 Unit 1b, Upper Terrace – Tenant: Halfords Limited

Extract Lease between Peel Land and Property Investments Plc and Halfords Limited dated 3 October and 27 July and registered in the Books of Council & Session on 7 December, all 2012 as varied and/or amended.

4 Unit 2a, Upper Terrace – Tenant: Peel L&P Investments (Intermediate) Limited

Head Lease between Peel Land and Property Investments PLC and Peel L&P Investments (Intermediate) Limited (therein named Peel Investments (Intermediate) Limited) dated 7 March 2014 as varied and/or amended.

5 Unit 2b, Upper Terrace – Tenant: Marks & Spencer P.L.C.

Extract Lease between Peel Land and Property Investments PLC and Marks and Spencer plc dated 30 September & 20 October both 2020 and 8 February 2021 and registered in the Books of Council & Session on 22 March 2021 as varied and/or amended.

6 Unit 3A, Upper Terrace – Tenant: Tapi Carpets & Floors Limited

Extract Lease between Peel Land Property Investments Plc and Tapi Floor & Carpets Ltd dated 9 August and 14 March and registered in the Books of Council & Session on 29 December, all 2017 as varied and/or amended.

7 Unit 3B, Upper Terrace – Tenant: A. Share & Sons Limited t/a SCS

Extract Lease between Peel Land and Property Investments PLC and A. Share & Sons Limited dated 26 April and 11 May and registered in the Books of Council & Session on 8 September, all 2017 as varied and/or amended.

8 Unit 3C, Upper Terrace – Tenant: Boots UK Limited

Extract Lease between Peel Land and Property Investments PLC and Boots UK Limited dated 20 October and 17 November and registered in the Books of Council & Session on 24 November, all 2021 as varied and/or amended.

9 Unit 4A, Upper Terrace – Tenant: Designer Sofas (Edinburgh) Limited

Extract Lease between Peel Land and Property Investments PLC and Designer Sofas (Edinburgh) Limited guaranteed by Designer Sofas (London) Limited dated 1 December 2017 and 10 January 2018 and registered in the Books of Council & Session on 23 January 2018 as varied and/or amended.

10 Unit 5A, Upper Terrace – Tenant: TJX UK

Missives of lease comprising (i) Offer issued by Dentons UK & Middle East LLP dated 13 May 2022 on behalf of Peel Land and Property Investments plc (ii) qualified acceptance dated 18 May 2022 issued by TJX UK and (iii) copy formal acceptance issued by Dentons UK & Middle East LLP dated 19 May 2022 on behalf of Peel Land and Property Investments plc.

11 Unit 5B, Upper Terrace – Tenant: Sportsdirect.com Retail Limited

Extract Lease between Peel Investments (UK) Limited and Sports World International Limited dated 9 April 2007 and 27 February 2014 and registered in the Books of Council & Session on 3 April 2014 as varied and/or amended.

12 Unit 6, Upper Terrace – Tenant: Next Holdings Limited

Extract Lease between Peel Land and Property Investments Plc and Next Holdings Limited dated 30 August 2018 and 21 September 2016 and registered in the Books of Council & Session on 4 December 2018 as varied and/or amended.

13 Unit A, Upper Terrace – Tenant: Peel L&P Investments (Intermediate) Limited

Extract Head Lease between Peel Land and Property Investments PLC and Peel L&P Investments (Intermediate) Limited (therein named Peel Investments (Intermediate) Limited) dated 6 December 2013 and registered in the Books of Council & Session on 27 May 2014 as varied and/or amended.

14 Unit B, Upper Terrace – Tenant: Pets at Home Limited

Extract Lease between Peel Investments (North) Limited and Pets at Home Limited dated 23 July and 19 November and registered in the Books of Council & Session on 25 November, all 1998 as varied and/or amended.

15 C2, Upper Terrace (Gateway Unit), Straiton Retail Park – Tenant: Sofology Limited

Extract Lease between Peel Land and Property Investments Plc and Sofaworks Limited dated 6 and 20 February and registered in the Books of Council & Session on 14 April all 2015 as varied and/or amended.

16 Unit 11, Upper Terrace – Tenant: Viva Italia Ltd t/a Tony Macaroni

Lease between Peel Land and Property Investments Plc and Viva Italia Limited dated 5 and 18 March 2021 as varied and/or amended.

17 Unit 12A, Upper Terrace - Tenant: Nando's Chickenland Limited

Extract Lease between Peel Land and Property Investments Plc and Nando's Chickenland Limited dated 30 June 2015 and 25 April 2016 and registered in the Books of Council & Session on 4 August 2016 as varied and/or amended.

18 Substation – service yard at rear of Unit 4b

Extract Lease between Peel Land and Property Investments PLC and Energetics Electricity Limited dated 18 March and 5 April and registered in the Books of Council & Session on 7 June, all 2016, the tenant's interest in which lease is registered in the Land Register of Scotland under Title Number MID169410.

19 Substation – service yard to rear of Unit 2b

Lease between Peel Land and Property Investments PLC and SP Distribution Limited dated 30 August and 23 October, both 2012 the tenant's interest in which is registered in the Land Register of Scotland under Title Number MID143318.

20 Substation – rear of Unit 12A, Upper Terrace

Missives of lease comprising (i) formal offer dated 14 March 2014 issued by DWF LLP on behalf of SP Distribution plc and (ii) copy formal letter concluding dated 18 March 2014 issued by Maclay Murray & Spens LLP on behalf of Peel Land and Property Investments PLC.


PEEL LAND AND PROPERTY INVESTMENTS PLC
Director/Secretary/Authorised Signatory
