



Registration of a Charge

Company name: **BLACKSHAW QUARRIES LIMITED**

Company number: **03103439**



X3FN016I

Received for Electronic Filing: **03/09/2014**

Details of Charge

Date of creation: **01/09/2014**

Charge code: **0310 3439 0011**

Persons entitled: **CLYDESDALE BANK PLC**

Brief description:

Contains fixed 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: **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: **LEMI MCAULEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3103439

Charge code: 0310 3439 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2014 and created by BLACKSHAW QUARRIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd September 2014 .

Given at Companies House, Cardiff on 4th September 2014

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 1 SEPTEMBER

2014

- (1) BLACKSHAW HOLDINGS LIMITED and others
- (2) CLYDESDALE BANK PLC

Legal charge and assignment of rental income

relating to properties owned by the Blackshaw group of companies

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We certify this document as a true copy of the original

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Date 2/9/14
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This Deed is made on 1 September 2014 between:

- (1) BLACKSHAW HOLDINGS LIMITED a company incorporated in England and Wales with company number 03985190 whose registered office is at St Bernard's Mill, Gelderd Road, Gildersome, Morley, West Yorkshire LS27 7NA;
- (2) the companies and individual listed in **Schedule 1** as chargors; and
- (3) CLYDESDALE BANK PLC a company incorporated in England and Wales with company number sc1111 of 30 St Vincent Place, Glasgow, G1 2HL (the "**Lender**").

1. **INTERPRETATION**

1.1 **Expressly defined terms**

In this Deed, the following words and phrases have the specified meanings.

"**Articles**" means the articles of association of the Parent

"**Chargors**" means the companies and individual listed in **Schedule 1** (*the Chargors*), and each such company and individual shall be referred to in this Deed as a "**Chargor**"

"**Companies Act**" means the Companies Act 2006.

"**Delegate**" means any delegate, agent, attorney or trustee appointed by the Lender.

"**Discharge Date**" means the date with effect from which the Lender confirms to the Chargors that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled.

"**Enforcement Party**" means any of the Lender, a Receiver or a Delegate.

"**Excluded Liabilities**" means the Parent's obligations and liabilities to the Lender pursuant to and/or under the Articles, the Shareholders' Agreement and/or the Warrant Instrument

"**Facilities Agreement**" means a term loan facilities agreement dated on or around the date of this Deed between (1) the Parent as borrower, (2) certain of its subsidiaries as guarantors and (3) the Lender as lender

"**Insolvency Act**" means the Insolvency Act 1986.

"**LLP**" means J&S Brooksbank LLP, a limited liability partnership incorporated in England and Wales with registered number OC324375

"**Lender's Group**" means the Lender, any subsidiary of it, any holding company of it and any subsidiary of its holding company

"**LPA**" means the Law of Property Act 1925.

"**Parent**" means Blackshaw Properties (2014) Limited, a company incorporated in England and Wales with company number 09156607

"Party" means a party to this Deed.

"Property" means the Real Property from time to time owned by each Chargor or in which each Chargor has any right, title or interest including the Real Property listed in Schedule 2 (*Properties*). Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Quarter Day" means the last day of December, March, June and September in each calendar year

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receiver" means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this Deed in respect of the Chargor or in respect of the Secured Assets of the Chargor.

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of any Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of any Property, and including (for the avoidance of doubt and without limitation) any Tenant Contributions provided that the following shall not constitute Rental Income: (i) fees and other income from the hotel operated by Blackshaw Hotels Limited, (ii) fees and other income from the golf club operated by Calverley Golf Club Limited, (iii) fees and other income from the caravan park operated by Blackshaw Leisure Parks Limited, (iv) property income from the Spanish property owned by Blackshaw Quarries Limited, and (v) gate and tipping fees in relation to the landfill site operated by Blackshaw Landfill Limited.

"Secured Assets" means the assets charged and/or assigned pursuant to Clause 3 (*Security*) and the assets subject of any Security created by this Deed and including part or parts of such assets.

"Secured Obligations" means all present and future obligations and liabilities (including all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of each Chargor to the Lender; and in whatever manner and on any account, but excluding the Excluded Liabilities

"Security Period" means the period beginning on the date of this Deed and ending on the Discharge Date.

"Shareholders' Agreement" means the shareholders' agreement in respect of the Parent dated on or around the date of this Deed between (1) the Parent, (2) Blackshaw Holdings (2014) Limited, (3) John Brooksbank and Susan Brooksbank and (4) the Lender

"Tenant Contributions" means any amount paid or payable to a Chargor by any tenant or any other occupier of any Property, by way of:

- (a) contribution to:
 - (i) ground rent;
 - (ii) insurance premia;
 - (iii) the cost of an Insurance valuation;
 - (iv) a service or other charge in respect of a Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, any Property; or
 - (v) a reserve or sinking fund; or
- (b) VAT.

"Third Parties Act" means the Contracts (Rights of Third Parties) Act 1999

"Warrant Instrument" means the warrant instrument constituted by the Parent relating to the issue of warrants by the Parent dated on or around the date of this Deed.

1.2 Construction

In this Deed:

- 1.2.1 any reference to:
 - 1.2.1.1 the word **"assets"** includes present and future property, revenue, rights and interests of every kind;
 - 1.2.1.2 the word **"guarantee"** includes any guarantee or indemnity and any other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness;
 - 1.2.1.3 the word **"indebtedness"** includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent);
 - 1.2.1.4 the word **"law"** includes law established by or under statute, constitution, treaty, decree, regulation or judgment, common law and customary law; and the word **"lawful"** and similar words and phrases are to be construed accordingly;
 - 1.2.1.5 the word **"person"** includes any individual, company, corporation, firm, government, state or any agency of a state and any association, partnership or trust (in each case, whether or not it has separate legal personality);

- 1.2.1.6 the word "**regulation**" includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental);
- 1.2.1.7 the word "**security**" includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect;
- 1.2.1.8 the word "**set-off**" includes analogous rights and obligations in other jurisdictions;
- 1.2.1.9 the word "**sums**" includes all sums or amounts denominated in any currency whatever and includes the proceeds of any conversion of any sum or amount from one currency to another; and
- 1.2.1.10 the word "**tax**" includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment);
- 1.2.2 where something (or a list of things) is introduced by the word "**including**", or by the phrase "**in particular**", or is followed by the phrase "**or otherwise**", the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
- 1.2.3 each reference to the "**Chargor**" or to the "**Lender**" includes its successors in title and its permitted assignees or permitted transferees;
- 1.2.4 unless this Deed expressly states otherwise or the context requires otherwise, (a) each reference in this Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this Deed) and (b) each reference in this Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Deed and whether amended or re-enacted since the date of this Deed);
- 1.2.5 each reference to this Deed (or to any other agreement or deed) means, at any time, this Deed (or as applicable such other agreement or deed) as amended, novated, re-stated, substituted or supplemented at that time, provided that the relevant amendment, novation, re-statement, substitution or supplement does not breach any term of this Deed;
- 1.2.6 each reference to the singular includes the plural and vice versa, as the context permits or requires;

- 1.2.7 the index and each heading in this Deed is for convenience only and does not affect the meaning of the words which follow it;
- 1.2.8 each reference to a clause or schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause of or schedule to this Deed;
- 1.2.9 wherever this Deed states that a Chargor must not take a particular step without the consent of the Lender, the Lender has discretion whether to give its consent and can impose conditions on any such consent it gives; and
- 1.2.10 an Event of Default is "**continuing**" if it has not been waived.

1.3 **Third Party interests**

- 1.3.1 A person who is not an Enforcement Party has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed except to the extent that this Deed expressly provides for it to do so.
- 1.3.2 No consent of any person who is not a Party is required to rescind or vary this Deed at any time.
- 1.3.3 This clause 1.3 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

1.4 **Incorporation of other terms**

- 1.4.1 Unless a contrary indication appears each term used in this Deed which is defined in the Facilities Agreement shall have the same meaning as in the Facilities Agreement (*mutatis mutandis*) and the effect of this clause 1.4 shall not be prejudiced by any Finance Document ceasing to have effect in whole or in part.
- 1.4.2 Without prejudice to the operation of any applicable term of the Facilities Agreement or any other Finance Document, the provisions of clauses 8.4 (*Default interest*), 31.6 (*Currency of account*), 31.7 (*Change of currency*), 33 (*Notices*), 34 (*Calculations and certificates*), 35 (*Partial Invalidity*), 36 (*Remedies and waivers*), 37.1 (*Required consents*), and 40 (*Counterparts*) of the Facilities Agreement shall apply (*mutatis mutandis*) to this Deed as if set out in this Deed in full and as if any reference in any such clause to "this Agreement" were a reference to "this Deed" and any reference in any such clause to "Obligor" were a reference to "Chargor".

2. **COVENANT TO PAY**

Each Chargor, as primary obligor and not merely as surety, covenants with the Lender that it will pay, discharge and perform the Secured Obligations on demand made on or at any time after the due date for payment provided in the Finance Documents and in the manner provided in the Finance Documents.

3. **SECURITY**

3.1 **Fixed charges**

Each Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Lender the following assets:

- 3.1.1 **First fixed charges in respect of Rental Income** - to the extent that such Rental Income is incapable for any reason of being effectively assigned pursuant to Clause 3.2.1 but is capable of being effectively charged, by way of first fixed charge, the benefit of all Rental Income paid or payable to such Chargor.

3.2 **Assignments by way of security**

As a continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely to the Lender all its rights, title and interest in and to the following assets:

- 3.2.1 **Rental Income** - all Rental Income paid or payable to such Chargor.

3.3 **Notice of charge or assignment**

- 3.3.1 Each Chargor shall, promptly after the date of this Deed, give notice of each charge or assignment of all (if any) its right, title and interest in and to any tenant of any Property, in a form acceptable to the Lender.
- 3.3.2 Each Chargor shall use reasonable endeavours to procure that, within 60 days of the date of its giving notice to the relevant other party, each such other party delivers an acknowledgement to the Lender in the form of the acknowledgement of notice endorsed on a copy of the relevant notice agreed by the Lender. Where a relevant other party has not delivered an acknowledgement to the Lender within 60 days of the date of a Chargor's giving notice to that relevant other party, such Chargor will provide to the Lender within 10 days thereof evidence satisfactory to the Lender (acting reasonably) that such notice was given.

3.4 **Continuing security**

The provisions of this Deed will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

3.5 **Miscellaneous**

The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by this Deed.

4. **FURTHER ASSURANCE**

The Chargor shall:

- 4.1 promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may

reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s):

- 4.1.1 to create, perfect, protect and maintain the Security created or intended to be created or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security created, or expressed to be created, by this Deed or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law;
- 4.1.2 to confer on the Lender Security over Rental Income equivalent or similar to the Security intended to be created, or expressed to be created, by this Deed; and/or
- 4.1.3 (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed; and
- 4.2 take all such action as is available to it (including making all filings and registrations and the payment of all fees and Taxes) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Deed.

5. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

5.1 **Negative pledge**

During the Security Period, the Chargor must not create, extend or permit to subsist any security over any of the Secured Assets, nor may it:

- 5.1.1 sell, transfer or otherwise dispose of any of the Secured Assets;
- 5.1.2 sell, transfer or otherwise dispose of the equity of redemption or any interest in the Secured Assets; or
- 5.1.3 enter into any other preferential arrangement having a similar effect.

5.2 **Exceptions**

Clause 5.1 does not apply:

- 5.2.1 to the security created or required to be created by this Deed;
- 5.2.2 to any security created in favour of the Lender;
- 5.2.3 to any security or transaction to which the Lender has given its written consent; nor
- 5.2.4 to any transaction permitted under the Facilities Agreement.

6. **REPRESENTATIONS AND WARRANTIES**

Each Chargor (other than John Stephen Brooksbank in respect of the representations and warranties in Clause 6.1 (*Status*) and Clause 6.4.2 (*Non-conflict with other obligations*)), represents and warrants to the Lender on the date of this Deed on the date of each Utilisation Request, on the Utilisation Date, the first day of each Interest Period and the Termination Date as follows:

6.1 Status

it is a limited liability company or (in the case of LLP only) partnership, duly incorporated and validly existing under the laws of England and Wales and has the power to own its assets and carry on its business and other activities as they are being conducted;

6.2 Power and enforceability

the Chargor has the power to enter into this Deed and to perform its obligations and exercise its rights under it and the obligations expressed to be assumed by it under this Deed are (and at all relevant times have been) legal, valid, binding and enforceable obligations (subject to the Legal Reservations);

6.3 No Event of Default

6.3.1 no Event of Default has occurred or is continuing or might reasonably be expected to result from the execution of this Deed or from effect being given to its provisions;

6.3.2 no person who holds any other security over any other asset of the Chargor has enforced or given notice of its intention to enforce such security;

6.4 Non-conflict with other obligations

neither the execution of this Deed by the Chargor, nor the Chargor's compliance with its terms will:

6.4.1 conflict with or result in any breach of any law or regulation applicable to it;

6.4.2 cause any limitation on any of its powers or on the right or ability of its directors to exercise those powers to be exceeded; nor

6.4.3 constitute a default, acceleration of payment or termination event (however described) under any agreement or instrument binding upon it;

6.5 Authorisations

all Authorisations required or desirable for the execution, delivery, issue, validity or enforceability of this Deed or of the performance of the Chargor's obligations or the exercise of its rights under this Deed have been obtained and have not been (and the Chargor is not aware of any circumstance having arisen whereby they might be) withdrawn or varied in whole or part; and

6.6 Priority of security

the security contained in clause 3 (*Charging clause*) constitute first priority security over the assets which are expressed to be secured by such security and those assets are not subject to any prior or pari passu security.

7. UNDERTAKINGS

Throughout the Security Period, each Chargor undertakes to the Lender in the terms of the following provisions of this Clause 7.

- 7.1 **Perform** - It will at all times comply with the terms (express or implied) of this Deed and of all other Finance Documents.
- 7.2 **Not jeopardise Security** - It will not (and will procure that no nominee will) do or omit to do anything, or allow anything to be done or omitted, the result of which may be in any way to depreciate, jeopardise or otherwise prejudice the value to the Lender of the Security created by this Deed or the priority of its ranking as expressed in this Deed.
- 7.3 **Observe covenants** - It will observe and perform all covenants and stipulations from time to time on its part to be performed or observed and affecting any of the Secured Assets or the way in which it uses or benefits from such Secured Assets.
- 7.4 **Effect registrations** - It will effect all registrations, make all filings or applications and pay all Taxes, rents, fees or dues necessary to keep in full force and effect, and where necessary to renew or extend, all the Secured Assets and the Chargor's right to make full use and enjoy the full benefit of the Secured Assets.
- 7.5 **Power to remedy** - If the Chargor fails to comply with any of the covenants and undertakings set out or referred to in this Clause 7 (*Undertaking*), it will allow (and irrevocably authorises) the Lender and/or such persons as the Lender nominates to take on behalf of the Chargor such action (including the making of payments) as is necessary to protect any relevant assets against the consequences of such failure to comply and/or to ensure compliance with such covenants and undertakings.
- 7.6 **Indemnity** - It will indemnify the Lender and will keep the Lender indemnified against all costs, Taxes, losses and liabilities incurred by the Lender as a result of any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed and in connection with the exercise by the Lender of its rights contained in Clause 7 (*Undertakings*). All sums the subject of this indemnity will be payable by the Chargor to the Lender on demand.

8. **ENFORCEABILITY**

For the purposes of all powers implied by the LPA or any other applicable legislation, the Secured Obligations shall be deemed to have become due and payable and this Deed will become immediately enforceable and the powers of the Lender and any Receiver will become exercisable on the date of this Deed, but, as between the Lender and each Chargor, the power of the Lender to enforce the Security created by this Deed shall be exercisable only upon the occurrence of an Event of Default and for so long as it is continuing (unless there has been a request from each Chargor to the Lender for the appointment of a Receiver, in which case it will be exercisable at any time following the making of such request).

9. **ENFORCEMENT OF SECURITY**

- 9.1 At any time after the Lender's power of sale has become exercisable, the Lender may, without further notice, (a) appoint one or more than one person to be Receiver in respect of the Secured Assets or any of them and, if more than one person is appointed as Receiver, such appointees may act jointly and severally or individually, (b) take possession of the Secured Assets, and/or (c) in its absolute discretion enforce all or any part of the Security created by this Deed in

such other lawful manner as it thinks fit. The Lender may remove any person from appointment as Receiver and may appoint another person as Receiver. The Lender may also appoint an additional Receiver.

- 9.2 The Receiver will, so far as the law permits, be the agent of the Chargors in respect of which the Receiver is appointed and the Chargors alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. The Lender will not be responsible for any misconduct, negligence or default of the Receiver. The powers of the Receiver will continue in full force and effect following any liquidation of any Chargor.
- 9.3 The remuneration of the Receiver may be fixed by the Lender but will be payable by the Chargors. The amount of the remuneration will form part of the Secured Obligations.
- 9.4 The Receiver will have the power, on behalf and at the cost of the Chargor, (a) to do or omit to do anything which he considers appropriate in relation to the Secured Assets and (b) to exercise all or any of the powers conferred on the Receiver or the Lender under this Deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver), or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision) but so that if there is any ambiguity or conflict between the powers contained in such legislation and those contained in this Deed, those contained in this Deed shall prevail.
- 9.5 If (notwithstanding any representation or warranty to the contrary contained in this Deed) there shall be any Security affecting the Secured Assets or any of them which ranks in priority to the Security created by this Deed and the holder of such prior Security takes any steps to enforce such Security, the Lender or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such Security.
- 9.6 The Lender may, at any time after this Deed has become enforceable pursuant to Clause 8 (*Enforceability*), exercise, to the fullest extent permitted by law, all or any of the powers, authorities and discretions conferred on a Receiver by this Deed, whether as attorney of any Chargor or otherwise and whether or not a Receiver has been appointed.
- 9.7 The Lender may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on a Receiver by this Deed.

10. APPLICATION OF PROCEEDS

10.1 Recoveries by Receiver

The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Obligations, be applied by or at the direction of the Receiver in or towards discharging or satisfying, in the following order of priority:

- 10.1.1 the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
- 10.1.2 any costs, charges, expenses and liabilities of or incurred by any Enforcement Party in the exercise of any of its powers including all

rents, taxes, rates and outgoings whatever affecting the Secured Assets, all premiums on insurances properly payable under this Deed or any applicable statute, the cost of executing necessary or proper repairs to the Secured Assets, and the payment of annual sums or other payments, and the interest on all principal sums, having priority to the Secured Obligations;

10.1.3 the Secured Obligations, in such order as the Lender may determine; and

10.1.4 the claims of those persons entitled to any surplus.

10.2 **Right of appropriation**

The Lender is entitled to appropriate money and/or assets to Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by any Chargor.

10.3 **Suspense Account**

The Lender may place (for such time as it thinks prudent) any money received by it pursuant to this Deed to the credit of a separate or suspense account (without liability to account for interest thereon) for so long and in such manner as the Lender may from time to time determine without having any obligation to apply that money or any part of it in or towards discharge of the Secured Obligations.

11. **PROTECTION OF THIRD PARTIES**

11.1 **No duty to enquire**

A buyer from, or other person dealing with any Enforcement Party will not be concerned to enquire whether any of the powers which it has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this Deed.

11.2 **Receipt conclusive**

The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser of the Secured Assets and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.

12. **PROTECTION OF LENDER**

12.1 **Lender's receipts**

The Lender shall not be obliged to account to any Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or who the Lender, acting reasonably, believes to be entitled) in accordance with the requirements of this Deed.

12.2 **Exclusion of liability**

12.2.1 No Enforcement Party will be liable to the Chargors for any expense, loss liability or damage incurred by any Chargor arising out of the exercise of its rights or powers or any attempt or failure to exercise

those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.

12.2.2 The Chargors may not take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim they might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed.

12.2.3 Any officer, employee or agent of any Enforcement Party may rely on this clause 12 under the Third Parties Act.

12.3 **Effect of possession**

If the Lender or any Receiver enters into possession of the Secured Assets, this will not oblige either the Lender or the Receiver to account as mortgagee in possession, and if the Lender enters into possession at any time of the Secured Assets it may at any time at its discretion go out of such possession.

12.4 **Chargor's indemnity**

Each Chargor agrees with the Lender to indemnify the Lender and any Receiver or Delegate on demand against any costs, loss or liability incurred by any of them in respect of:

12.4.1 any exercise of the powers of the Lender or the Receiver or any attempt or failure to exercise those powers; and

12.4.2 anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed.

13. **POWER OF ATTORNEY**

13.1 **Grant of power**

Each Chargor irrevocably and by way of security appoints the Lender and each Receiver and any person nominated for the purpose by the Lender or the Receiver (in writing, under hand, signed by an officer of the Lender or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in clause 13.2 below.

13.2 **Extent of power**

The power of attorney granted in clause 13.1 above allows the Lender, the Receiver or such nominee, in the name of each Chargor, on its behalf and as its act and deed to:

13.2.1 perfect the security given by the Chargors under this Deed; and

13.2.2 execute, seal and deliver (using each Chargor's seal where appropriate) any document or do any act or thing which the Chargors may, ought or has agreed to execute or do under this Deed or which the Lender, the Receiver or such nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers authorities or discretions of the Lender or the Receiver under, or otherwise for the purposes of, this Deed.

13.3 Ratification

Each Chargor covenants with the Lender to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this clause 13.

14. APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS**14.1 Conditions applicable to power of sale etc.**

14.1.1 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of clause 8 (*Enforceability*)), the conditions set out in that section as to when such powers arise do not apply and the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed; and

14.1.2 the Lender and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this Deed.

14.2 Extension of powers of sale, etc.

14.2.1 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Lender in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this Deed.

14.2.2 The Lender and any Receiver shall also have and enjoy all the other powers, privileges, rights and protections conferred by the LPA and the Insolvency Act on mortgagees, receivers or administrative receivers (each as amended and extended by this Deed and whether or not a receiver or administrative receiver has been appointed) but so that if there is any ambiguity or conflict between the powers contained in such statutes and those contained in this Deed, those contained in this Deed shall prevail.

14.3 Consolidation of mortgages

The restriction on the consolidation of mortgages in Section 93 of the LPA does not apply to this Deed nor to any security given to the Lender pursuant to this Deed.

14.4 LPA provisions relating to appointment of Receiver

Section 109(1) of the LPA shall not apply to this Deed.

14.5 Application of proceeds

Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Lender nor to a Receiver appointed under this Deed.

15. OTHER MISCELLANEOUS PROVISIONS**15.1 Powers, rights and remedies cumulative**

The powers, rights and remedies provided in this Deed are in addition to (and not instead of), powers, rights and remedies under law.

15.2 Exercise of powers, rights and remedies

If an Enforcement Party fails to exercise any power, right or remedy under this Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.

15.3 Discretion

15.3.1 The Lender may decide:

15.3.1.1 whether and, if so, when, how and to what extent (i) to exercise its rights under this Deed and (ii) to exercise any other right it might have in respect of the Chargors (or otherwise); and

15.3.1.2 when and how to apply any payments and distributions received for its own account under this Deed,

and the Chargors have no right to control or restrict the Lender's exercise of this discretion.

15.3.2 No provision of this Deed will interfere with the Lender's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.

15.4 Set-off

The Lender may set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

15.5 Power to establish new account

If the Lender receives notice of a subsequent mortgage or charge relating to the Secured Assets, it will be entitled to close any account and to open a new account in respect of the closed account. If the Lender does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice.

15.6 Information

Each Chargor authorises the holder of any prior or subsequent security to provide to the Lender, and the Lender to receive from such holder, details of the state of account between such holder and such Chargor.

15.7 No assignment by Chargor

Each Chargor must not assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Lender.

15.8 Transfer by Lender

- 15.8.1 The Lender may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed.
- 15.8.2 The Lender may disclose any information about the Chargors, the Secured Assets and/or this Deed to any person to whom it proposes to assign or novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests.
- 15.8.3 Any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this Deed in the same way as if it had been a Party.

15.9 Avoidance of settlements and other matters

- 15.9.1 Any payment made by any Chargor, or settlement or discharge between any Chargor and the Lender, is conditional upon no security or payment to the Lender by such Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and accordingly (but without limiting the Lender's other rights under this Deed) the Lender shall be entitled to recover from such Chargor the value which the Lender has placed upon such security or the amount of any such payment as if such payment, settlement or discharge had not occurred.
- 15.9.2 If the Lender, acting reasonably, considers that any amount paid by any Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in clause 14.9.1, then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid.

15.10 Time Deposits

Without prejudice to the provisions of clause 15.4 (*Set-off and combination of accounts*), if during the Security Period a time deposit matures on any account which any Chargor holds with the Lender and an Event of Default has arisen which is continuing but no amount of Secured Obligations has fallen due and payable such time deposit shall be renewed for such further maturity as the Lender may in its absolute discretion determine.

15.11 Release of security

On the Discharge Date (but subject to clause 15.9 (*Avoidance of settlements and other matters*)) the Lender shall at the request and cost of the Chargors execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the security constituted hereby or pursuant hereto.

15.12 Obligations of Chargors

The obligations of each Chargor under Clause 2 (*Covenant to pay*) are unconditional and neither the provisions of this Deed nor the obligations of the Chargors will be affected by the occurrence or existence at any time of any of the following events or circumstances or by any person's knowledge or lack of knowledge as to any such matter: (a) any person's insolvency or lack of capacity, power or authority; (b) any unenforceability, illegality or invalidity of any obligation of any person; (c) any change in the constitution, membership, ownership, legal form, name or status of any person; (d) the making, amendment or termination of any other deed or agreement; (e) any amendment, novation, re-statement or substitution of, or any supplement to, any other deed or agreement; (f) any increase or reduction in the amount of any person's indebtedness or any alteration of any term, condition or arrangement in respect of any person's indebtedness; (g) any person taking or omitting to take any steps in relation to (i) any Chargor or any other person, (ii) any of the Secured Obligations, (iii) any Security, guarantee or other financial support in respect of any indebtedness and/or (iv) any other asset; or (h) anything else which, although it could affect the liability of a surety, would not affect the liability of a principal debtor.

16. GOVERNING LAW AND JURISDICTION

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

16.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary. This Clause 16.2 is for the benefit of the Enforcement Parties only. As a result, no Enforcement Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Enforcement Party may take concurrent proceedings in any number of jurisdictions.

17. THIS DEED**17.1 Consideration**

The Chargors have entered into this Deed in consideration of the Lender agreeing to provide (or to continue to provide) finance facilities to the Parent and certain of them on the terms agreed between them.

17.2 Joint and several liability

The liabilities and obligations of the Chargors under this Deed are joint and several.

17.3 Execution of this Deed - counterparts

If the Parties execute this Deed in separate counterparts, this Deed will take effect as if they had all executed a single copy.

17.4 Execution of this Deed - formalities

This Deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds.

17.5 Partial invalidity

17.5.1 If, at any time, any provision of this Deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this Deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.

17.5.2 If any Party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part).

17.6 Other security

This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Lender may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations.

17.7 Conflict with Facilities Agreement

If there is any conflict between the provisions of the Facilities Agreement and the provisions of this Deed, the provisions of the Facilities Agreement shall prevail.

17.8 Ownership of this Deed

This Deed and every counterpart is the property of the Lender.

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

SCHEDULE 1**The Chargors**

Name of Chargor	Registration number (or equivalent, if any)
Blackshaw Properties (2014) Limited	09156607
J&S Brooksbank LLP	OC324375
Blackshaw Investment Group Limited	05322809
Blackshaw Quarries Limited	03103439
Blackshaw Holdings Limited	03985190
J B Holdings (Trading) Limited	06350467
Blackshaw Landfill Limited	06539889
Blackshaw Projects Limited	05190063
Blackshaw Leisure Parks Limited	06350322
Blackshaw Hotels Limited	06416888
Calverley Golf Club Limited	01888825
Calverley (2004) Limited	03447035
J B Holdings (Blackshaw) Limited	05618834
Park House Limited	03121024
Spring Willows Limited	04735821
Blackshaw Properties Limited	03737160
Arthington Quarry Limited	04408620
ADW Properties Limited	03281125
John Stephen Brooksbank	Not applicable

ADDRESS: Field Bottom Farm, Coley Road,
Shelf, Halifax, West Yorkshire HX3 7SA

SCHEDULE 2**Properties**

No	Registered proprietor (immediately prior to the date of this Deed)	Property
1.	Blackshaw Projects Limited	Land and buildings on the south-east and north east side of Badger Lane, Halifax (WYK422296) Known as "Allen Works"
2.	J&S Brooksbank LLP	The Old Church Hotel, Church Bay, Watermillock, Penrith, Cumbria CA11 0JN (CU225850)
3.	J&S Brooksbank LLP	Land lying to the south east of Knots Farm, Watermillock, Penrith, CA11 0JN (CU227824)
4.	J&S Brooksbank LLP	Land associated with Leeming Farm, Watermillock, Penrith, Cumbria (CU226094)
5.	Blackshaw Holdings Limited	Clifton Mills, Bradford Road, Brighouse (WYK699052)
6.	Blackshaw Holdings Limited	Land and buildings on the west side of Bridge Road, Brighouse (WYK259642) Brook House, Atlas Mill Road, Brighouse HD6 1ES (WYK292281)
7.	Blackshaw Holdings Limited	Dowley Gap Saw Mills, Dowley Gap Lane, Bingley (WYK721216)
8.	Blackshaw Holdings Limited	3 The Coppies, Wyke, Bradford, West Yorkshire BD12 8EA (WYK237916)
9.	Blackshaw Holdings Limited	63 Daisy Street, Great Horton, Bradford, West Yorkshire BD7 3PH (WYK215868)
10.	Blackshaw Holdings Limited	30 Reevy Crescent, Buttershaw, Bradford, West Yorkshire BD6 2BS (WYK532692)
11.	Blackshaw Holdings Limited	High House, Carr House Road, Shelf, Halifax, West Yorkshire HX3 7RJ (WYK741181)
12.	Blackshaw Holdings Limited	78 Carr House Road, Shelf, Halifax, West Yorkshire HX3 7RJ (WYK488882)
13.	Blackshaw Holdings Limited	66 Carr House Road, Shelf, Halifax, West Yorkshire HX3 7RJ (WYK742516)
14.	Blackshaw Holdings Limited	Unit 2, Sykes Street, Cleckheaton, West Yorkshire (WYK463990)

15.	Blackshaw Holdings Limited	1 Gaythorne Terrace, Hipperholme, Halifax, West Yorkshire HX3 8JS (WYK275094)
16.	Blackshaw Holdings Limited	54 Daisy Street, Great Horton, Bradford, West Yorkshire BD7 3PH (WYK221938)
17.	Blackshaw Holdings Limited	23 Bewerley Crescent, Woodside, Bradford West Yorkshire BD6 2PE (WYK468509)
18.	Blackshaw Holdings Limited	Heathfield Farm, Fieldhead Lane, Birkenshaw, Bradford BD11 2LZ (WYK385794)
19.	Blackshaw Holdings Limited	Land and buildings lying to the south west side of Smithies Lane, Heckmondwike (WYK765075 and WYK765628)
20.	Blackshaw Holdings Limited	2 Beehive Yard, Bradford BD6 2DS (WYK631608)
21.	Blackshaw Holdings Limited	4 Beehive Street, Bradford BD6 2DT (WYK319527)
22.	Blackshaw Holdings Limited	6 Beehive Street and 3 Beehive Yard , Bradford (WYK368913)
23.	Blackshaw Holdings Limited	Unit 1, Beehive Business Park, Station Lane, Heckmondwike (WYK765186)
24.	Blackshaw Holdings Limited	Bocking Garage, Cross Roads, Keighley BD22 9AL (WYK498862)
25.	Blackshaw Holdings Limited	10 Duke Street and 23 and 23a Piccadilly, Bradford, West Yorkshire BD1 3QS (WYK707803)
26.	Blackshaw Holdings Limited	9 Soaper Lane, Wibsey, Bradford, West Yorkshire BD6 3NP (WYK78703)
27.	Blackshaw Holdings Limited	49 Carr House Road, Shelf, Halifax, West Yorkshire HX3 7QY (WYK140201)
28.	Blackshaw Holdings Limited	209 High Street, Wibsey, Bradford, West Yorkshire BD6 1JU (WYK385795)
29.	Blackshaw Holdings Limited	2 Green Mount, Norwood Green, Halifax, West Yorkshire HX3 8QR (WYK84599)
30.	Blackshaw Holdings Limited	Ringby Farm, Boothtown, Halifax, West Yorkshire HX3 6UE (WYK739120)
31.	Blackshaw Holdings Limited	4 Mount Pleasant, Buttershaw, Bradford BD6 2EX (WYK389617)

32.	Blackshaw Holdings Limited	Victoria Works, Barnard Road, land on south west side of Whitwell Street and 227-235 (odd) Hall Lane, Bradford BD4 7DJ (WYK748592) Land and buildings on south side of Usher Road, Bradford (WYK79759) Associated Waste Management, Barnard Road, Bradford BD4 7DX (WYK536234)
33.	Blackshaw Holdings Limited	66 Park Lane, Little Horton, Bradford, West Yorkshire BD5 0JR (WYK588852)
34.	Blackshaw Holdings Limited	Perserverance Mills, Dewsbury Road, Elland, West Yorkshire HX5 9AR (WYK756314 and WYK760525)
35.	Blackshaw Holdings Limited	40 Piccadilly and 8 Duke Street Bradford West Yorkshire (WYK223961)
36.	Blackshaw Holdings Limited	440 Norristhorpe Lane, Liversedge WF15 7BA (WYK778803)
37.	Blackshaw Holdings Limited	12 Carr House Lane, Shelf, Halifax, West Yorkshire HX3 7RB (WYK419850)
38.	Blackshaw Holdings Limited	1 Glencoe, Wade House Road, Shelf, Halifax, West Yorkshire HX3 7PG (WYK773956)
39.	Blackshaw Holdings Limited	East and west sides of Bradford Road, Baliff Bridge, Brighouse (WYK620326) Known as "The Bowling Green Premises"
40.	Blackshaw Holdings Limited	Land on the north east side of Leeds Road, Shipley, West Yorkshire (WYK792137)
41.	Blackshaw Holdings Limited	37 St Helena Road, Wibsey, Bradford, West Yorkshire BD6 1SY (WYK102251)
42.	Blackshaw Holdings Limited	39 Harbour Road, Wibsey, Bradford, West Yorkshire BD6 3RQ (WYK476095)
43.	Blackshaw Holdings Limited	19 Milford Grove, Gomersal, Cleckheaton West Yorkshire BD19 4BB (WYK320396)
44.	Blackshaw Holdings Limited	Bull Fold Garage, Owlars Ings Road, Brighouse HD6 1EJ (WYK517838)
45.	Blackshaw Holdings Limited	205 Hall Lane Bradford West Yorkshire BD4 7DJ (WYK95447)
46.	Blackshaw Holdings Limited	252 and 254 Huddersfield Road, Low Moor, Bradford BD12 0TJ (WYK785658 and WYK588077)
47.	Blackshaw Holdings Limited	10 Prince's Street Wibsey, Bradford, West Yorkshire (WYK42424)

48.	Blackshaw Holdings Limited	18 Carr Lane, Windhill, Shipley, West Yorkshire BD18 2JJ (WYK578458)
49.	Blackshaw Holdings Limited	141-147 (odd) Allerton Road, Bradford, West Yorkshire BD15 7AB (WYK614968)
50.	Blackshaw Holdings Limited	Land and buildings on north west side of Merrydale Road, Brierley, Bradford, West Yorkshire (WYK78887)
51.	Blackshaw Holdings Limited	Bailiff Bridge Club, Birkby Lane, Bailiff Bridge, Brighouse, West Yorkshire (WYK793415)
52.	Blackshaw Holdings Limited	Land on south east side of Peace Street, Bradford, West Yorkshire (WYK762386)
53.	Blackshaw Holdings Limited	31 Green End, Clayton, Bradford BD14 6BA (WYK698187)
54.	Blackshaw Holdings Limited	26 Reeve Street, Bradford, West Yorkshire BD6 3BG (WYK794002)
55.	Blackshaw Holdings Limited	Land on the north side of New Bank, Halifax, West Yorkshire (WYK810972)
56.	Blackshaw Holdings Limited	Land on north side of Station Road Luddendenfoot, Halifax, West Yorkshire (WYK291796)
57.	Blackshaw Holdings Limited	112 Cross Lane, Great Horton, Bradford BD7 3LB (WYK240454)
58.	Blackshaw Holdings Limited	674 Halifax Road, Bradford, West Yorkshire BD6 2HD (WYK502223)
59.	Blackshaw Holdings Limited	Mountain House Farm, Cross Roads, Shelf, Halifax, West Yorkshire HX3 7LF (WYK434261)
60.	Blackshaw Holdings Limited	3 Ullswater Drive, Bradford BD6 2TE (WYK303766)
61.	Blackshaw Holdings Limited	5 Ashbourne Grove, Bradford, West Yorkshire BD2 4AF (WYK310599)
62.	Blackshaw Holdings Limited	Lockwood Farm, Spen View Lane, Brierley, Bradford, West Yorkshire BD4 6DQ (WYK202650)
63.	Blackshaw Holdings Limited	Land at Sherburn Grange, Sherburn in Elmet (NYK112621) Known as "Spitfire Way"
64.	Blackshaw Holdings Limited	Land and buildings on the north side of Halifax Road, Hipperholme, Halifax, West Yorkshire (WYK193893)

65.	Blackshaw Holdings Limited	Land lying to the south west of Carr Crofts and land and buildings on the north west side of Carr Crofts, Armley, Leeds West Yorkshire (WYK512809 and WYK504708)
66.	Blackshaw Holdings Limited	Land and buildings on the north west side of Whitehall Road, Priestley Green, Halifax, West Yorkshire (WYK225864)
67.	Blackshaw Holdings Limited	Land lying to the south of Mount Street, Bradford, West Yorkshire (WYK589092)
68.	Blackshaw Holdings Limited	The Bethel Sunday School, Carr House Lane, Shelf, Halifax HX3 7RB (WYK575806)
69.	Blackshaw Holdings Limited	39 Eaglesfield Drive, Bradford, West Yorkshire BD6 2PY (WYK116558)
70.	Blackshaw Holdings Limited	12 Brearcliffe Close, Wibsey, Bradford, West Yorkshire BD6 2LG (WYK196422)
71.	Blackshaw Holdings Limited	55 Barkly Road, Leeds, West Yorkshire LS11 7EN (WYK527931)
72.	Blackshaw Holdings Limited	Smithfield Works, South Lane, Elland HX5 0HQ (WYK354695 and WYK657513)
73.	Blackshaw Holdings Limited	10 Kitchener Street, Oakenshaw, Bradford BD12 7DE (WYK417293)
74.	Blackshaw Holdings Limited	70 Carr House Road, Halifax, West Yorkshire HX3 7RJ (WYK224799)
75.	Blackshaw Holdings Limited	The Ellers, Leeds & Bradford Road, Leeds, West Yorkshire (WYK224)
76.	Blackshaw Holdings Limited	38 Parliament Street, Harrogate, North Yorkshire HG1 2RL (NYK63746)
77.	Blackshaw Holdings Limited	Land on the north side of Great Horton Road, Bradford, West Yorkshire (WYK861626)
78.	Blackshaw Holdings Limited	70 Hillcrest Road, Queensbury, Bradford BD13 2QZ (WYK745364)
79.	Blackshaw Holdings Limited	26 Northedge Park, Hipperholme, Halifax, West Yorkshire HX3 8JW (WYK486245)
80.	Blackshaw Holdings Limited	13 and 14 Manorley Lane, Buttershaw, Bradford BD6 2HF (WYK889363)
81.	Blackshaw Holdings Limited	18 Market Place, Knaresborough, North Yorkshire HG5 8AG (NYK295451)

82.	Blackshaw Holdings Limited	79 Barnard Road, Bradford, BD4 7DX (WYK50223)
83.	Blackshaw Holdings Limited	16 Littlemoor, Queensbury, Bradford BD13 1DB (WYK862713)
84.	Blackshaw Holdings Limited	33 Torre Road, Bradford, BD6 3PF (WYK740282)
85.	Blackshaw Holdings Limited	16 Dene Road, Bradford BD6 3PJ (WYK790562)
86.	Blackshaw Holdings Limited	Former Caretakers House, Wyke Community College, Huddersfield Road, Wyke, Bradford (WYK903019)
87.	Blackshaw Holdings Limited	Land lying to the west side of Bradford Road, Gomersal, Cleckheaton (WYK913152)
88.	Blackshaw Holdings Limited	Land at Spring Willows Limited Caravan Park, Staxton, East Yorkshire (NYK119060, NYK166105, NYK166106, NYK250930 and NYK263976)
89.	Blackshaw Holdings Limited	Land on the west side of Black Hill Road, Arthington Quarry Limited, and Adel-Cum-Eccup (WYK858431 and WYK777647)
90.	Blackshaw Holdings Limited	Newlay Quarry, Pollard Lane, Bramley, Leeds, West Yorkshire (WYK292586)
91.	Blackshaw Holdings Limited	Land and buildings on the west side of Valley Road, Frizinghall, Bradford, West Yorkshire (WYK259236)
92.	Blackshaw Holdings Limited	Land on the east side of Woodhall Road, Calverley, Pudsey (WYK915753)
93.	Blackshaw Holdings Limited	10 Far Hills, Wibsey, Bradford BD6 3EE (WYK750677)
94.	Blackshaw Holdings Limited	24 Reevy Avenue, Wibsey, Bradford, West Yorkshire, Bradford BD6 3ED (WYK915216)
95.	Blackshaw Holdings Limited	45 Acaster Drive, Low Moor, Bradford BD12 0BE (WYK267273)
96.	Blackshaw Holdings Limited	11 Anne Street, Great Horton, Bradford BD7 4RB (WYK610655)
97.	Blackshaw Holdings Limited	9 Back Clough, Northowram, Halifax, HX3 7HH (WYK464762)

98.	Blackshaw Holdings Limited	11 Barmby Street, Wyke, Bradford BD12 7DD (WYK628367)
99.	Blackshaw Holdings Limited	11 Beresford Street, Oakenshaw, Bradford BD12 7DD (WYK268790)
100.	Blackshaw Holdings Limited	2 Kitchener Street and 14 Beresford Street, Oakenshaw, Bradford (WYK723412)
101.	Blackshaw Holdings Limited	12 Blackshaw Drive, Bradford BD6 2AU (WYK499726)
102.	Blackshaw Holdings Limited	76 Blackstone Avenue, Wyke, Bradford BD12 8SJ (WYK698032)
103.	Blackshaw Holdings Limited	2 Boldron Holt, Buttershaw, Bradford BD6 2AD (WYK471219)
104.	Blackshaw Holdings Limited	4 Bradford Road, Idle, Bradford BD10 9PP (WYK70106)
105.	Blackshaw Holdings Limited	1 Brunswick Terrace, Low Moor, Bradford BD12 0DH (WYK49397)
106.	Blackshaw Holdings Limited	110 Carr House Gate, Wyke, Bradford BD12 8ER (WYK444849)
107.	Blackshaw Holdings Limited	31 Clare Road, Wyke, Bradford BD12 8JU (WYK374983)
108.	Blackshaw Holdings Limited	3 Coronation Street, Oakenshaw, Bradford BD12 7DQ (WYK686413)
109.	Blackshaw Holdings Limited	13 Coronation Street, Oakenshaw, Bradford BD12 7DQ (WYK139046)
110.	Blackshaw Holdings Limited	5 Coronation Street, Bradford BD12 7DQ (WYK425319)
111.	Blackshaw Holdings Limited	47 Cross Lane, Great Horton, Bradford BD7 3LA (WYK291608)
112.	Blackshaw Holdings Limited	53 Daisy Street, Great Horton, Bradford BD7 3PH (WYK337579)
113.	Blackshaw Holdings Limited	56 Daisy Street, Great Horton, Bradford BD3 3PH (WYK143098)
114.	Blackshaw Holdings Limited	36 Delamere Street, Bradford BD5 9NN (WYK227899)

115.	Blackshaw Holdings Limited	14 Dole Street, Thornton, Bradford BD13 3LL (WYK29381)
116.	Blackshaw Holdings Limited	21 Draughton Street, Bradford BD5 9QQ (WYK57116)
117.	Blackshaw Holdings Limited	26 Draughton Street, Bradford BD5 9QQ (WYK336495)
118.	Blackshaw Holdings Limited	43 Draughton Street, Bradford BD5 9QQ (WYK457725)
119.	Blackshaw Holdings Limited	7 Eaglesfield Drive, Woodside, Bradford BD6 2PY (WYK361041)
120.	Blackshaw Holdings Limited	21 East View, Clayton Heights, Bradford BD13 2RP (WYK244226)
121.	Blackshaw Holdings Limited	10 Edge End Gardens, Buttershaw, Bradford BD6 2BB (WYK486492)
122.	Blackshaw Holdings Limited	23 Elmfield Drive, Odsal, Bradford BD6 1PX (WYK485755)
123.	Blackshaw Holdings Limited	27 Fleece Street, Buttershaw, Bradford BD6 2EH (WYK238237)
124.	Blackshaw Holdings Limited	53 Fleece Street, Buttershaw, Bradford BD6 2EH (WYK355702)
125.	Blackshaw Holdings Limited	45 Garden Field, Wyke, Bradford BD12 9NS (WYK570242)
126.	Blackshaw Holdings Limited	1 Green Mount, Halifax HX3 8QR (WYK762563)
127.	Blackshaw Holdings Limited	8 Griffie Head Crescent, Wyke, Bradford BD12 8QR (WYK294117)
128.	Blackshaw Holdings Limited	12 Griffie Head Road, Wyke, Bradford BD12 8QP (WYK199573)
129.	Blackshaw Holdings Limited	42 Griffie Head Road, Wyke, Bradford BD12 8SL (WYK59045)
130.	Blackshaw Holdings Limited	5 Griffie Head Road, Wyke, Bradford BD12 8QP (WYK198410)
131.	Blackshaw Holdings Limited	18 Holroyd Hill, Wibsey, Bradford BD6 1PQ (WYK72965)
132.	Blackshaw Holdings Limited	4 Hudson Avenue, Great Horton, Bradford BD7 3NE (WYK196917)

133.	Blackshaw Holdings Limited	11 Kaycell Street, Bradford BD4 8SH (WYK670080)
134.	Blackshaw Holdings Limited	17 Kaycell Street, Bradford BD4 8SH (WYK208886)
135.	Blackshaw Holdings Limited	13 Kingswood Street, Bradford BD7 3DU (WYK261565)
136.	Blackshaw Holdings Limited	17 Laverick Field, Wyke, Bradford BD12 8JB (WYK259201)
137.	Blackshaw Holdings Limited	8 Lochy Road, Meadway, Bradford BD6 2TG (WYK344725)
138.	Blackshaw Holdings Limited	6, 7, 8 and 9 Main Street, Wyke, Bradford BD12 8BN (WYK415148)
139.	Blackshaw Holdings Limited	28 Meadway, Woodside, Bradford BD6 2SP (WYK511608)
140.	Blackshaw Holdings Limited	77 Meadway and parking space, Bradford BD6 2SP (WYK308800)
141.	Blackshaw Holdings Limited	14 Methuen Oval, Wyke, Bradford BD12 8RY (WYK503019)
142.	Blackshaw Holdings Limited	37 Midland Terrace, Canal Road, Bradford BD2 1AP (WYK277792)
143.	Blackshaw Holdings Limited	37 Milner Ing, Delph Hill, Bradford BD12 8DR (WYK280781)
144.	Blackshaw Holdings Limited	2 and 4 New Brighton, Oakenshaw, Bradford BD12 7DB (WYK723410)
145.	Blackshaw Holdings Limited	8 New Street, Bailiff Bridge, Brighouse HD6 4DP (WYK79703)
146.	Blackshaw Holdings Limited	36 New Works Road, Low Moor, Bradford BD12 OLB (WYK87477)
147.	Blackshaw Holdings Limited	14 Newstead Heath, Halifax HX1 4TJ – also land and buildings east of Springhall Lane (WYK585633)
148.	Blackshaw Holdings Limited	2 Palm Close, Wibsey, Bradford BD6 1UH (WYK96190)
149.	Blackshaw Holdings Limited	54 Parkside Road, West Bowling, Bradford BD5 8DN (WYK198399)

150.	Blackshaw Holdings Limited	123 Pasture Lane, Clayton, Bradford BD14 6LR (WYK756406)
151.	Blackshaw Holdings Limited	2 Perseverance Street, Wyke, Bradford BD12 8BA (WYK93556)
152.	Blackshaw Holdings Limited	13 Prospect Street, Buttershaw, Bradford BD6 2DY (WYK490171)
153.	Blackshaw Holdings Limited	5 Providence Street, Scholes, Cleckheaton BD19 6DZ (WYK108439)
154.	Blackshaw Holdings Limited	34 Reevy Crescent, Buttershaw, Bradford BD6 2SB (WYK140100)
155.	Blackshaw Holdings Limited	205 Reevy Road, Wibsey, Bradford BD6 3PU (WYK458415)
156.	Blackshaw Holdings Limited	10 Richardson Street, Oakenshaw, Bradford BD12 7EH (WYK655423)
157.	Blackshaw Holdings Limited	32 Rook Lane, Dudley Hill, Bradford BD4 9NJ (WYK658523)
158.	Blackshaw Holdings Limited	40 Rookes Avenue, Odsal, Bradford BD6 1HE (WYK459320)
159.	Blackshaw Holdings Limited	21 Rooley Lane, Bradford BD5 8LU (WYK53074)
160.	Blackshaw Holdings Limited	24 Rooley Lane, Bradford BD5 8LX (WYK557814)
161.	Blackshaw Holdings Limited	29 Ruffield Side, Wyke, Bradford BD12 8DP (WYK640951)
162.	Blackshaw Holdings Limited	12 Runswick Terrace, Bankfoot, Bradford BD5 8LR (WYK449776)
163.	Blackshaw Holdings Limited	26 Second Street, Low Moor, Bradford BD12 0JD (WYK56251)
164.	Blackshaw Holdings Limited	6 Shirley Avenue, Wyke, Bradford BD12 8RT (WYK717499)
165.	Blackshaw Holdings Limited	9 Shirley Crescent, Wyke, Bradford BD12 8RR (WYK248910)
166.	Blackshaw Holdings Limited	9 Shirley Place, Wyke, Bradford BD12 8RP (WYK615655)

167.	Blackshaw Holdings Limited	50 Smiddles Lane, Bradford BD5 9NT (WYK653823)
168.	Blackshaw Holdings Limited	22 Smith Avenue, Odsal, Bradford BD6 1HH (WYK280187)
169.	Blackshaw Holdings Limited	214 Southfield Lane, Great Horton, Bradford BD7 3NQ (WYK341192)
170.	Blackshaw Holdings Limited	290 Southfield Lane, Great Horton, Bradford BD7 3DN (WYK231484)
171.	Blackshaw Holdings Limited	24 St Mary's Avenue, Wyke, Bradford BD12 8QL (WYK356628)
172.	Blackshaw Holdings Limited	35 Stephenson Street, Great Horton, Bradford BD7 3LZ (WYK278006)
173.	Blackshaw Holdings Limited	102 Storr Hill, Wyke, Bradford BD12 8PQ (WYK570578)
174.	Blackshaw Holdings Limited	24 White Lane Top, Bradford BD6 1AF (WYK336530)
175.	Blackshaw Holdings Limited	4 Third Street, Low Moor, Bradford BD12 0JB (WYK612961)
176.	Blackshaw Holdings Limited	81 Tivoli Place, Little Horton, Bradford BD5 0PG (WYK358360)
177.	Blackshaw Holdings Limited	26 Whitehall Avenue, Wyke, Bradford BD12 8SE (WYK439136)
178.	Blackshaw Holdings Limited	49 Whitehall Road, Wyke, Bradford BD12 9NA (WYK710873)
179.	Blackshaw Holdings Limited	65 Wilson Road, Wyke, Bradford BD12 9HA (WYK167838)
180.	Blackshaw Holdings Limited	20 Woodhead Street, Cleckheaton BD19 5BP (WYK629756)
181.	Blackshaw Holdings Limited	1 Worsnop Buildings, Wyke, Bradford BD12 8PS (WYK185805)
182.	Blackshaw Holdings Limited	7 Worthing Head Road, Wyke, Bradford BD12 9PN (WYK73709)
183.	Blackshaw Holdings Limited	5 Alma Street, Queensbury, Bradford BD13 2HB (WYK328712)

184.	Blackshaw Holdings Limited	88 Bartle Lane, Bradford BD7 4QA (WYK19464)
185.	Blackshaw Holdings Limited	10-13 Blacksmiths Fold, Great Horton Road, Bradford BD7 4ES (WYK690763)
186.	Blackshaw Holdings Limited	Land lying to the west of Valley Road, Frizinghall, Bradford (WYK343849)
187.	Blackshaw Holdings Limited	R A M Healthcare Products Limited, Carr House Lane, Halifax HX3 7RB (WYK265349)
188.	Blackshaw Holdings Limited	67 and 68 Carr House Road, Shelf, Halifax HX3 7RJ (WYK485521)
189.	Blackshaw Holdings Limited	20 Coll Place, Bradford BD6 1AU (WYK122963)
190.	Blackshaw Holdings Limited	5 Croft House Road, Bradford BD6 1UJ (WYK265258)
191.	Blackshaw Holdings Limited	4 Draughton Grove, Bradford BD5 9QH (WYK645810)
192.	Blackshaw Holdings Limited	55 Eaglesfield Drive, Bradford BD6 2QJ (WYK459611)
193.	Blackshaw Holdings Limited	12 Egremont Crescent, Bradford BD6 2SJ (WYK393975)
194.	Blackshaw Holdings Limited	67 Fairless Avenue, Halifax HX3 8XL (WYK350406)
195.	Blackshaw Holdings Limited	21 Farfield Avenue, Bradford BD6 2HR (WYK102232)
196.	Blackshaw Holdings Limited	43 Fleece Street, Bradford, BD6 2EH (WYK171208)
197.	Blackshaw Holdings Limited	56 Ford, Queensbury, Bradford BD13 2BH (WYK413147)
198.	Blackshaw Holdings Limited	2 Gas House Yard, Oakenshaw, Bradford BD12 7BD (WYK360089)
199.	Blackshaw Holdings Limited	7 High Street, Queensbury, Bradford BD13 2PE (WYK441410)
200.	Blackshaw Holdings Limited	73 Holroyd Hill, Bradford BD6 1NS (WYK501705)

201.	Blackshaw Holdings Limited	16 Mandale Grove, Bradford BD6 3PA (WYK684026)
202.	Blackshaw Holdings Limited	2 Rawson Street, Wyke, Bradford BD12 8PH (WYK109358)
203.	Blackshaw Holdings Limited	23 Sandbeds, Queensbury, Bradford BD13 1AH (WYK73150)
204.	Blackshaw Holdings Limited	19 Shirley Avenue, Wyke, Bradford BD12 8RU (WYK212938)
205.	Blackshaw Holdings Limited	58 Smiddles Lane, Bradford BD5 9NT (WYK661513)
206.	Blackshaw Holdings Limited	24 Smith Avenue, Bradford BD6 1HH (WYK83117)
207.	Blackshaw Holdings Limited	4, 6 and 8 Sod House Green, Ovenden, Halifax HX3 6QR (WYK671206)
208.	Blackshaw Holdings Limited	40 Southfield Avenue, Bradford BD6 1HP (WYK56644)
209.	Blackshaw Holdings Limited	185 St Enochs Road, Bradford BD6 3AB (WYK483813)
210.	Blackshaw Holdings Limited	42 Upper George Street, Bradford BD6 1RB (WYK187310)
211.	Blackshaw Holdings Limited	27 Witchfield Hill, Halifax HX3 7QH (WYK185419)
212.	Blackshaw Holdings Limited	28 Willow Mount, Halifax HX3 7QH (WYK467579)
213.	Blackshaw Holdings Limited	29 Willow Mount, Halifax HX3 7QH (WYK647935)
214.	Blackshaw Holdings Limited	33 Witchfield Hill, Halifax HX3 7QH (WYK539928)
215.	Blackshaw Holdings Limited	Land and buildings on the west side of Denholme Gate Road, Hipperholme (WYK247567)
216.	Blackshaw Holdings Limited	Land and buildings on the south west side of Denholme Gate Road, Hipperholme, Brighouse, Halifax (WYK144693)
217.	Blackshaw Holdings Limited	Land lying to the east side of Croft House Road, Bradford (WYK353825)

218.	Blackshaw Holdings Limited	26 Reevy Avenue, Wibsey, Bradford (WYK803999)
219.	Blackshaw Holdings Limited	Largo House Caravan Park, Upper Largo, Lundin Links, Leven (FFE64445) (Scotland)
220.	Blackshaw Holdings Limited	12 Shirley Place, Wyke, Bradford WYK445190
221.	Blackshaw Leisure Parks Limited	Brompton Caravan Park, Brompton on Swale, Richmond, North Yorkshire (NYK188628)
222.	John Stephen Brooksbank	3 Quaker Lane, Little Horton, Bradford, West Yorkshire BD5 9JH (WYK291834)
223.	John Stephen Brooksbank	The Cottage, 10 Westercroft, Northowram Halifax HX3 7SG (WYK501039)
224.	John Stephen Brooksbank	Land on the North West side of Westercroft Lane, Halifax, West Yorkshire (WYK174198)
225.	John Stephen Brooksbank	1 Quaker Lane, Bradford, West Yorkshire (WYK605435)
226.	John Stephen Brooksbank	102 Park Lane, Little Horton, Bradford, West Yorkshire (WYK154500)
227.	John Stephen Brooksbank	102 Southfield Lane, Bradford, West Yorkshire (WYK564556)
228.	John Stephen Brooksbank	11 Alma Works, land and buildings at Alma Works and land and buildings on East Side of Sticker Lane, Bradford, West Yorkshire (WYK349199, WYK403367, WYK302332, and WYK342308)
229.	John Stephen Brooksbank	151 Smiddles Lane, Bradford, West Yorkshire (WYK609901)
230.	John Stephen Brooksbank	156 St. Enochs Road, Wibsey, Bradford, West Yorkshire (WYK569084)
231.	John Stephen Brooksbank	16 Pannal Street, Great Horton, Bradford, West Yorkshire (WYK566087)
232.	John Stephen Brooksbank	16/18 Waterhouse Street and 14/16 Crossley Street, Halifax, West Yorkshire (WYK407653)
233.	John Stephen Brooksbank	18 Fern Street, Dudley Hill, Bradford, West Yorkshire (WYK92406)
234.	John Stephen Brooksbank	18 Scott Street and land on the North Side of Scott Street, Odsal, Bradford, West Yorkshire (WYK11208 and WYK330042)

235.	John Stephen Brooksbank	205 and 207 High Street, Wibsey, Bradford, West Yorkshire (YWE2479)
236.	John Stephen Brooksbank	22 Beacon Road, Wibsey, Bradford, West Yorkshire (WYK410602)
237.	John Stephen Brooksbank	Land on the East Side of 22 Beacon Road, Wibsey, Bradford, West Yorkshire (WYK511656)
238.	John Stephen Brooksbank	22 White Lane Top, Bradford BD6 1AF (WYK615798) Known as "The Croft, Odsal, Bradford, West Yorkshire"
239.	John Stephen Brooksbank	31 Hardy Street, Wibsey, Bradford, West Yorkshire (WYK547147)
240.	John Stephen Brooksbank	4 Crossley Street, Queensbury, Bradford, West Yorkshire (WYK30841)
241.	John Stephen Brooksbank	4 Hedge Top Lane and land lying to the south of Hedge Top Lane, Northowram, Halifax, West Yorkshire (WYK549046 and WYK571050)
242.	John Stephen Brooksbank	4 Powell Avenue, Little Horton, Bradford, West Yorkshire (WYK583489)
243.	John Stephen Brooksbank	42 Scott Street, Odsal, Bradford, West Yorkshire (WYK614785)
244.	John Stephen Brooksbank	46 Old Road, Great Horton, Bradford (WYK559000)
245.	John Stephen Brooksbank	5 Quaker Lane, Little Horton, Bradford, West Yorkshire (WYK476141)
246.	John Stephen Brooksbank	532 Halifax Road, Buttershaw, Bradford, West Yorkshire (WYK612456)
247.	John Stephen Brooksbank	553 Cleckheaton Road, Low Moor, Bradford, West Yorkshire (WYK581749)
248.	John Stephen Brooksbank	579 Huddersfield Road, Wyke, West Yorkshire (WYK581734)
249.	John Stephen Brooksbank	75 Folly Hall Road and 1 Croft House Road, Wibsey, Bradford, West Yorkshire (WYK397964)
250.	John Stephen Brooksbank	8 Beehive Street, Wibsey, Bradford, West Yorkshire (WYK253548)
251.	John Stephen Brooksbank	8 Mount Pleasant, Buttershaw, Bradford, West Yorkshire (WYK542979)
252.	John Stephen Brooksbank	816 Little Horton Lane, Bradford, West Yorkshire (WYK562553)

253.	John Stephen Brooksbank	Cloey Equestrian Centre, Hargreaves Head, Brighouse and Denholme Gate Road, Northowram, Halifax (WYK397187)
254.	John Stephen Brooksbank	Land and buildings at Lister's Road, Southowram, Halifax, West Yorkshire (WYK566526)
255.	John Stephen Brooksbank	Land and buildings on north east side of Denholme Gate Road, Hipperholme, Halifax, West Yorkshire (WYK136507) Known as "Dominion Works"
256.	John Stephen Brooksbank	Land and buildings on the East and North East Side of Hall Lane, Bradford, West Yorkshire (WYK95448 (FH), WYK284120 (LH), and WYK537011 (LH))
257.	John Stephen Brooksbank	Land on the north west side of New Bank, Halifax, West Yorkshire and Stanley Works, Claremount Road, Halifax HX3 6AL (WYK318977 and WYK461344) Known as "Stanley Works"
258.	John Stephen Brooksbank	Land and buildings on the South Side of Farfield Avenue, Buttershaw, Bradford (WYK286420) Known as "Blackshaw Mills"
259.	John Stephen Brooksbank	Land lying to the south and south east of Chapel Street, Wibsey, Bradford, West Yorkshire (WYK144995 and WYK510028) Known as "7 houses and industrial units 7, 13, 30, 35, 39 and 41"
260.	John Stephen Brooksbank	Land on the south side of Great Horton Road, Bradford, West Yorkshire (WYK463089)
261.	John Stephen Brooksbank	West side of Swales Moor Road, Catherine Slack, Halifax, West Yorkshire (WYK481222)
262.	John Stephen Brooksbank	Mill Premises, 2, 4, 6, 8 and land and buildings on the west side of Gardener's square, Denholme Gate Road, Hipperholme, Halifax, West Yorkshire (WYK483089 and WYK494257)
263.	John Stephen Brooksbank	15, 15a, 17, 29 and 31 Stump Cross, Northowram, Halifax, West Yorkshire (WYK550650) Known as "The Hough"
264.	John Stephen Brooksbank	Upper Hall Farm (Barn and Cottage), Lumbrook, Northowram, Halifax, West Yorkshire HX3 7SD (WYK436626)
265.	(1) John Stephen Brooksbank (2) Susan Brooksbank	Field Bottom Farm, Coley Road, Shelf, Halifax, West Yorkshire (WYK101865) (SEO)

266.	Blackshaw Hotels Limited	Rampsbeck Country House Hotel, Watermillock, Penrith, Cumbria CA11 0LP (CU235653)
267.	Calverley Golf Club Limited	Land and buildings at Woodhall Lane, Stanningley, Pudsey (WYK249923)
268.	John Stephen Brooksbank	The freehold land lying to the south west of Hedge Top Lane, Northowram, Halifax (WYK571050)
269.	Blackshaw Holdings Limited	The freehold land at Sherburn Grange, Sherburn In Elmet (NYK112621)

EXECUTION

The Chargors

Executed as a deed by **Blackshaw Properties (2014) Limited**, acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signature:

Witness Name: DINASALEH

Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
Witness Occupation: LS1 2HL
SOLICITOR DX 12051 LEEDS 24

Executed as a deed by **J&S Brooksbank LLP**, acting by a member BLACKSHAW

Holdings Limited acting
by JOHN BROOKSBANK

Member

In the presence of:

Witness Signature:

Witness Name: DINASALEH

Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
Witness Occupation: LS1 2HL
SOLICITOR DX 12051 LEEDS 24

Executed as a deed by **Blackshaw Investment Group Limited**, acting by a director

JOHN BROOKS BANK

Director

In the presence of:

Witness Signature:

Witness Name: DINASALEH

Witness Address:

WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS

Witness Occupation:

SOLICITOR

LS1 2HL
DX 12051 LEEDS 24

Executed as a deed by **Blackshaw Quarries Limited**, acting by a director

JOHN BROOKS BANK

Director

In the presence of:

Witness Signature:

Witness Name: DINASALEH

Witness Address:

WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS

Witness Occupation:

SOLICITOR

LS1 2HL
DX 12051 LEEDS 24

Executed as a deed by **JB Holdings (Trading)**

Limited, acting by a director

JOHN BROOKSBANK

Director

in the presence of:

Witness Signature:

Witness Name: DINASALEH

Witness Address:

WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
LS1 2HL
DX 12051 LEEDS 24

Witness Occupation:

SOLICITOR

Executed as a deed by **Blackshaw Landfill Limited**, acting by a director

JOHN BROOKSBANK

Director

in the presence of:

Witness Signature:

Witness Name: DINASALEH

Witness Address:

WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
LS1 2HL
DX 12051 LEEDS 24

Witness Occupation:

SOLICITOR

Executed as a deed by **Blackshaw Projects Limited**, acting by a director

JOHN BROOKSBANK

Director

in the presence of:

Witness Signature:

Witness Name: DINASALEH

Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
LS1 2HL
DX 12051 LEEDS 24

Witness Occupation:

SOLICITOR

Executed as a deed by **Blackshaw Hotels Limited**, acting by a director

JOHN BROOKSBANK

Director

in the presence of:

Witness Signature:

Witness Name: DINASALEH

Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
LS1 2HL
DX 12051 LEEDS 24

Witness Occupation:

SOLICITOR

Executed as a deed by **Calverley Golf Club Limited**, acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signatures:

Witness Name: DINASALEH
Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
Witness Occupation: LS1 2HL
DX 12051 LEEDS 24
SOLICITOR

Executed as a deed by **Calverley (2004) Limited**, acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signatures:

Witness Name: DINASALEH
Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
Witness Occupation: LS1 2HL
DX 12051 LEEDS 24
SOLICITOR

Executed as a deed by **JB Holdings
(Blackshaw) Limited**, acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signature: _____

Witness Name: DINA SALEH

Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
LS1 2HL
DX 12051 LEEDS 24

Witness Occupation:

SOLICITOR

Executed as a deed by **Park House Limited**,
acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signature: _____

Witness Name: DINA SALEH

Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
LS1 2HL
DX 12051 LEEDS 24

Witness Occupation:

SOLICITOR

Executed as a deed by **Spring Willows Limited**, acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signature:

Witness Name: DINA SALEH

Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
LS1 2HL
DX 12051 LEEDS 24

Witness Occupation:

SOLICITOR

Executed as a deed by **Blackshaw Properties Limited**, acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signature:

Witness Name: DINA SALEH

Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
LS1 2HL
DX 12051 LEEDS 24

Witness Occupation:

SOLICITOR

Executed as a deed by **Arthington Quarry Limited**, acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signature:

Witness Name: DINA SALEH

Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
Witness Occupation: LS1 2HL
DX 12051 LEEDS 24

SOLICITOR

Executed as a deed by **ADW Properties Limited**, acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signature:

Witness Name: DINA SALEH

Witness Address: WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
Witness Occupation: LS1 2HL
DX 12051 LEEDS 24

SOLICITOR

Executed as a deed by **Blackshaw Holdings Limited**, acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signature:

Witness Name:

DINA SALEH

Witness Address:

WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
LS1 2HL
DX 12051 LEEDS 24

Witness Occupation:

SOLICITOR

Executed as a deed by **Blackshaw Leisure Parks Limited**, acting by a director

JOHN BROOKSBANK

Director

In the presence of:

Witness Signature:

Witness Name:

DINA SALEH

Witness Address:

WALKER MORRIS LLP
KINGS COURT
12 KING STREET
LEEDS
LS1 2HL
DX 12051 LEEDS 24

Witness Occupation:

SOLICITOR

Executed as a deed by **John Stephen
Brooksbank**

John

Director

In the presence of:

Witness Signature:

Witness Name: *DINA SALEH*
 WALKER MORRIS LL
 KINGS COURT
 12 KING STREET
 LEEDS
 LS1 2HL
 DX 12051 LEEDS 24
 SOLICITOR

The Lender

EXECUTED as a **DEED** (but not delivered until
 the first date specified above) by CLYDESDALE
 BANK PLC acting by its duly authorised
 attorney, National Australia Bank Limited,
 which is acting by,
 its duly authorised attorney in the presence of:

.....
 Attorney Signature

John Bird, Manager, NAB CRF

 Attorney Name and Position (Block
 Capitals)

Witness Signature:

Witness Name: *Chris Bird*

Witness Address:

EVERSHEDS LLP
 BRIDGEWATER PLACE
 LEEDS
 LS11 5DR
 Solicitor

Witness Occupation: