

MR01

Particulars of a charge

538417/13

**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within  
21 days** beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. **Do not send the original.**



\*A47BTR3V\*

A08

13/05/2015

#216

COMPANIES HOUSE

**1 Company details**

Company number 0 4 4 2 2 6 9 3  
Company name in full ☒ COUNTRYSIDE THREE LIMITED

For official use  
0008.

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 0 8 0 5 2 0 1 5 ✓

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name ROTHESAY LIFE LIMITED ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The Real Property as defined in the Charge and including land and buildings on the south east side of Mersey Street, Warrington (Title Number CH485265) The Intellectual Property Rights as defined in the Charge See the Charge for more details

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Robert Smith Freehills LLP X

This form must be signed by a person with an interest in the charge

**MR01****Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Francesca Ruddy**

Company name **Herbert Smith Freehills LLP**

Address **Exchange House**

**Primrose Street**

Post town **London**

County/Region

Postcode **E C 2 A 2 E G**

Country **United Kingdom**

DX **28**

Telephone **020 7374 8000**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales\***

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

CHFP025

06/14 Version 2.0



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4422693

Charge code: 0442 2693 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2015 and created by COUNTRYSIDE THREE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th May 2015.

*Dx*

Given at Companies House, Cardiff on 20th May 2015



**Companies House**



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



HERBERT  
SMITH  
FREEHILLS

**EXECUTION VERSION**

We hereby certify that save for  
material redacted pursuant to  
section 859G Companies Act  
2006 this is a true and accurate  
copy of the original

8 MAY 2015

*Herbert Smith Freehills LLP*

Herbert Smith Freehills LLP  
Exchange House  
Primrose Street  
London EC2A 2EG

Date ..... 20...

**THE COMPANIES LISTED IN SCHEDULE 1  
TO THIS DEBENTURE  
as Chargors  
and  
ROTHESAY LIFE LIMITED  
as Security Trustee**

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**DEBENTURE**

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Herbert Smith Freehills LLP

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THIS DEBENTURE is made on **8 MAY 2015**

**BETWEEN:**

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEBENTURE** (each an "Original Chargor" and together the "Original Chargors"), and
- (2) **ROTHESAY LIFE LIMITED** as security trustee for itself and each of the other Secured Parties (the "Security Trustee").

**IT IS AGREED** as follows

**1 DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS**

**1.1 Definitions**

**1.1.1** Terms defined in the Credit Agreement shall, unless otherwise defined in this Debenture or unless a contrary intention appears, bear the same meaning when used in this Debenture and the following terms shall have the following meanings

**"Account Proceeds"** means all amounts (including interest) from time to time standing to the credit of any bank or other account of each Chargor (or in which a Chargor has an interest including, without limitation, a beneficial interest under a trust) with any bank, building society, financial institution or other person (including the Accounts) and the debts represented thereby

**"Administrator"** means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the affairs, business and property of any Chargor

**"Charged Assets"** means the assets mortgaged, charged or assigned pursuant to Clauses 3 (*Security*) and 4.1 (*Creation of Floating Charge*) of this Debenture

**"Chargor"** means each Original Chargor and each person which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with Clause 23 (*Additional Chargors*).

**"Credit Agreement"** means the facility agreement between, among others, (1) Hathber GR Limited as Borrower, (2) the companies listed in part 1 of Schedule 1 thereto as original guarantors and (3) Rothesay Life Limited in various capacities, dated on or about the date of this Debenture

**"Debts"** means all of a Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to that Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above

**"Insurance Policies"** means all present and future contracts or policies of insurance (including life policies) in which a Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise)

**"Insurance Proceeds"** means all monies from time to time payable to each Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums

**"Intellectual Property Rights"** means all patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, database rights, domain names, computer software, know-how, trade secrets, inventions and other intellectual property rights and interests (which may now or in the future exist), whether registered or unregistered, and the benefit of all



applications and the rights to use such assets (which may now or in the future exist) and all Related Property Rights

**"Investments"** means all of a Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly by or to the order of a Chargor or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central Gifts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of a Chargor or whether the same have been delivered to or to the order of the Security Trustee or its nominee including all Related Investment Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of a Chargor.

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

**"Real Property"** means:

- (a) all of the freehold and/or leasehold property of each Chargor specified opposite the name of the relevant Chargor in Schedule 2 (*Real Property*),
- (b) all freehold and leasehold property or immovable property of each Chargor situate in England and Wales other than the property referred to in paragraph (a) above,
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b) above; and
- (d) the Related Property Rights

**"Receiver"** means any person appointed by the Security Trustee to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Debenture

**"Related Investment Rights"** means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any Investment and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Investments.

**"Related Property Rights"** means, where used in relation to a particular property, asset (or class of assets) or right, the following

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein),
- (b) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

**"Secured Liabilities"** means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 (*Covenants to Pay*)

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in Schedule 5 (*Security accession deed*), with those amendments which the Security Trustee may approve or require (acting reasonably).

**"Security Period"** means the period from the date of this Debenture until the date on which all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full

**"Shares"** means:

- (a) all shares of the companies listed in Part 1 of Schedule 3 (*Shares*) legally and beneficially owned by the Borrower;
- (b) all of shares of the companies listed in Part 2 of Schedule 3 (*Shares*) legally and beneficially owned by Fairhold Mercury Limited, and
- (c) all Related Investment Rights and all Related Property Rights in respect thereof

1 1.2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Debenture

## 1.2 Construction and Third Party Rights

1.2 1 The provisions of clause 1 2 (*Construction*) of the Credit Agreement shall apply to this Debenture as if they were set out in this Debenture.

1 2.2 No term of this Debenture is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Debenture

## 1.3 Implied Covenants for Title

The obligations of each Chargor under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994

## 1.4 Effect as a Deed

This Debenture is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only

## 1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Assets in this Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Debenture are incorporated into this Debenture.

## 1.6 Security Trust Provisions

The Security Trustee holds the benefit of this Debenture on trust for the Secured Parties in accordance with clause 25 (*Role of the Agent, the Calculation Agent, the Security Trustee, the Arranger and the Servicer*) of the Credit Agreement

## 2 COVENANTS TO PAY

### 2.1 Covenant to Pay Secured Liabilities

Each Chargor covenants that it shall on demand pay to the Security Trustee all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any other Obligor to any Secured Party under or pursuant to the Finance Documents in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to a Secured Party or purchased (whether by assignment or otherwise) or acquired in any other way by it, denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever

## **2.2 Potential Invalidity**

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the obligation to pay interest pursuant to Clause 2.3 (*Interest*) nor the security created by this Debenture shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant or security to be unlawful under any applicable law.

## **2.3 Interest**

Each Chargor hereby agrees to pay to the Security Trustee, in respect of any amount demanded from it in accordance with this Debenture (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between that Chargor or another Obligor and the relevant Secured Party) interest from first demand by the Security Trustee of that Chargor at the times and the rate and otherwise in accordance with the provisions of clause 8.3 (*Default Interest*) of the Credit Agreement.

# **3. SECURITY**

## **3.1 Creation of Fixed Security**

Each Chargor charges to the Security Trustee by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in that Chargor at the date of this Debenture shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following:

- 3.1.1 the Real Property,
- 3.1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights,
- 3.1.3 (to the extent that the same are not the subject of a fixed charge under Clause 3.1.4) all Debts;
- 3.1.4 all Account Proceeds,
- 3.1.5 all of its Investments,
- 3.1.6 the Shares;
- 3.1.7 all of its Intellectual Property Rights,
- 3.1.8 all goodwill and uncalled capital; and
- 3.1.9 (to the extent not effectively assigned under Clause 3.2 (*Assignments*), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 3.2 (*Assignments*).

## **3.2 Assignments**

Each Chargor assigns to the Security Trustee with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in

- 3.2.1 the Insurance Policies and the Insurance Proceeds;
- 3.2.2 all Property Income;
- 3.2.3 any guarantee of Property Income contained in or relating to any Lease Document,

- 3.2.4 each Transaction Document (other than the Finance Documents),
  - 3.2.5 each building contract, consultant appointment and collateral warranty in respect of the development of any Real Property,
  - 3.2.6 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor,
- and all Related Property Rights in respect of the above

### 3.3 Preservation of Fixed Charge

Without prejudice to Clause 3.1 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*), if, pursuant to clause 20 (*The Accounts*) of the Credit Agreement, a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1.4 (*Creation of Fixed Security*) and 3.2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of that Chargor and the proceeds of those debts

## 4 FLOATING CHARGE

### 4.1 Creation of Floating Charge

- 4.1.1 Each Chargor charges to the Security Trustee by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*)
- 4.1.2 Each floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- 4.1.3 Without prejudice to Clause 4.1.2 the Security Trustee reserves its rights to appoint an administrative receiver on and following an Event of Default in accordance with sections 72 B to H (inclusive) of the Insolvency Act 1986.

### 4.2 Automatic Crystallisation of Floating Charge

Notwithstanding anything express or implied in this Debenture, and without prejudice to any law which may have similar effect, if

- 4.2.1 any Chargor creates or attempts to create any Security over all or any of the Charged Assets save as expressly permitted under the Credit Agreement, or
- 4.2.2 any person levies or attempts to levy any distress, execution or other similar process against any of the Charged Assets, or
- 4.2.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor, or
- 4.2.4 an Administrator is appointed or any step intended to result in such appointment is taken,

then the floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge.

### 4.3 Crystallisation on Notice of Floating Charge

Notwithstanding anything express or implied in this Debenture, the Security Trustee may at any time

- 4.3.1 following the occurrence of an Event of a Default which is continuing, or
- 4.3.2 if the Security Trustee considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy or the Security Trustee reasonably believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding up of any Chargor, by giving notice in writing to that effect to the relevant Chargor convert the floating charge created by Clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice

## 5. FURTHER ASSURANCE

- 5.1 Each Chargor must promptly upon request by the Security Trustee execute (in such form as the Security Trustee may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Trustee or its nominees and do all such assurances and things as the Security Trustee may reasonably require for

- 5.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Debenture;
- 5.1.2 conferring upon the Security Trustee such security as it may require over the assets of a Chargor outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets,
- 5.1.3 facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the assets of a Chargor; and
- 5.1.4 exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to this Debenture or by law

- 5.2 Each Chargor shall, at any time, promptly upon request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal assignment, as the case may be, in favour of the Security Trustee in such form as the Security Trustee shall require

- 5.3 Each Chargor shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Debenture including the obtaining of any necessary consent (in form and content satisfactory to the Security Trustee) to enable the assets of a Chargor to be mortgaged, charged or assigned pursuant to this Debenture. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Debenture. Each Chargor shall promptly deliver a copy of each such consent to the Security Trustee

## 6. GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS

- 6.1 Each Chargor undertakes to the Security Trustee with respect to the Charged Assets that

### 6.1.1 Negative Pledge

it shall not, except as expressly permitted by the Credit Agreement, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them,

**6.1.2 Disposals**

it shall not Dispose of the Charged Assets or any part of them or agree so to do except in the case of Disposals which are expressly permitted by the Credit Agreement,

**6.1.3 Subsequent Charges**

subject to Clause 6.1.1 (*Negative Pledge*), it shall procure that any Security created by it after the date of this Debenture (otherwise than in favour of the Security Trustee) shall be expressed to be subject to this Debenture,

**6.1.4 Deposit of Title Documents**

- (A) subject to Clause 6.1.4(B) and Clause 6.1.4(C) below, it shall deposit with the Security Trustee for the duration of the Security Period, the deeds and documents of title relating to the Charged Assets,
- (B) if the Security Trustee expressly agrees in writing, subject to arrangements and undertakings satisfactory to the Security Trustee, it shall remain in possession of, or deposit with a legal representative, the deeds and documents of title relating to the Charged Assets; and
- (C) this Clause 6.1.4 shall not apply to the Lease Documents or to those deeds and documents held at the applicable Land Registry,

**6.1.5 Restriction on Assignment or Charge**

- (A) it shall use all reasonable endeavours to obtain, as soon as possible, all necessary consents from relevant third parties to the assignment and charge of the relevant Chargor's rights in respect of any Charged Asset, and
- (B) it shall use all reasonable endeavours to amend, as soon as possible, any agreement that restricts the assignment and charge of the relevant Chargor's rights in respect of any Charged Asset,

**6.2 Notices of Charge and/or Assignment**

**6.2.1** it shall forthwith give notice to any bank or financial institution where any Account is held in the form set out in Part I of Schedule 4 (*Notices*) and procure that each such bank or financial institution acknowledges such notice to the Security Trustee in the form set out in Part II of Schedule 4 (*Notices*),

**6.2.2** it shall forthwith following the occurrence of an Event of Default which is continuing give notice to each tenant of the Real Property in the form set out in Part III of Schedule 4 (*Notices*) and use all reasonable endeavours to procure that each such tenant acknowledges such notice to the Security Trustee in the form set out in Part IV of Schedule 4 (*Notices*);

**6.2.3** it shall forthwith following the occurrence of an Event of Default which is continuing give notice to every other party to each contract referred to in Clauses 3.2.2 and 3.2.3 (other than if covered by Clause 6.2.2 above), 3.2.5 and 3.2.6 (*Assignments*) in the form set out in Part V of Schedule 4 (*Notices*) (or such other form agreed by the Security Trustee and the Chargor or as the Security Trustee may require (acting reasonably)) and use all reasonable endeavours to procure that each such party to whom such notice is given to acknowledges such notice to the Security Trustee in the form set out in Part VI of Schedule 4 (*Notices*) (or such other form agreed by the Security Trustee and the Chargor or as the Security Trustee may require (acting reasonably)),

- 6.2.4 each Chargor shall forthwith give notice to every other party (each a "Counterparty") to each contract referred to in Clause 3.2.4 (*Assignments*) (other than (i) a Headlease or (ii) if referred to in Clause 6.2.2) in the form set out in Part V of Schedule 4 (*Notices*) (or such other form agreed by the Security Trustee and the Chargor or as the Security Trustee may require (acting reasonably)) and use reasonable endeavours to procure that each such Counterparty acknowledges such notice to the Security Trustee in the form set out in Part VI of Schedule 4 (*Notices*) (or such other form agreed by the Security Trustee and the Chargor or as the Security Trustee may require (acting reasonably));
- 6.2.5 it shall forthwith give notice to any insurer under an Insurance Policy in the form set out in Part VII of Schedule 4 (*Notices*) and use all reasonable endeavours to procure that each such insurer acknowledges such notice to the Security Trustee in the form set out in Part VIII of Schedule 4 (*Notices*), and
- 6.2.6 following the occurrence of an Event of Default which is continuing, it shall deliver to the Security Trustee and serve on any debtor or other person as required by the Security Trustee notices of charge in respect of any of the assets charged pursuant to this Debenture and use all reasonable endeavours to procure that each notice is acknowledged by such debtor or other person specified by the Security Trustee.

### **6.3 Intellectual Property Rights**

it shall, if requested by the Security Trustee, execute all such documents and do all such acts as the Security Trustee may reasonably require to record the interests of the Security Trustee in any registers relating to registered Intellectual Property Rights,

### **6.4 Managing Agent Agreement**

it shall procure that a copy of any Managing Agent Agreement (or any amendment thereto) is promptly delivered to the Security Trustee within 5 Business Days of the date of entry into such Managing Agent Agreement (or any amendment thereto), and

### **6.5 Subordinated Debt Document**

it shall procure that a copy of any Subordinated Debt Document (or any amendment thereto) is promptly delivered to the Security Trustee within 5 Business Days of the date of entry into such Subordinated Debt Document (or any amendment thereto)

## **7. REAL PROPERTY UNDERTAKINGS**

### **7.1 Statutory Power of Leasing**

In relation to Real Property, each Chargor agrees that, unless it has the prior written consent of the Security Trustee (or the same is otherwise expressly permitted in accordance with the Credit Agreement), it shall not exercise the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors and further agrees that the Security Trustee may grant or accept surrenders of leases without restriction

### **7.2 Registration and Notifications**

Each Chargor shall:

- 7.2.1 without prejudice to clause 19.5 (*Disposals*) or clause 21.4 (*Occupational Leases and Headleases*) of the Credit Agreement, promptly notify the Security Trustee of any contract, conveyance, transfer or other disposition for the acquisition by any Chargor of the legal or beneficial interest in any Real Property, and
- 7.2.2 make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of

this Debenture and any other Real Property from time to time including a registered title) of the following restriction

"No disposition of the registered estate by the proprietor of the registered estate, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Rothesay Life Limited referred to in the charges register."

## **8 UNDERTAKINGS AS TO INVESTMENTS AND SHARES**

### **8.1 Deposit of Title Documents**

Each Chargor shall deposit with the Security Trustee or its nominee, for the duration of the Security Period:

- 8.1.1 (to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Security Trustee) all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Investments and the Shares,
- 8.1.2 stock transfer forms or other instruments of transfer duly completed to the Security Trustee's satisfaction, and
- 8.1.3 such other documents as the Security Trustee may require from time to time for the purpose of perfecting its title to the Investments or the Shares or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time.

### **8.2 Registration of transfers**

If required by the Security Trustee following the occurrence of an Event of Default which is continuing, each Chargor shall procure that all Investments and Shares which are in registered form are duly registered in the name of the Security Trustee or its nominee once a transfer relating to those Investments and the Shares is presented for that purpose

### **8.3 Clearance Systems etc**

Each Chargor shall, when requested by the Security Trustee following the occurrence of an Event of Default which is continuing, instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person for the account of that Chargor or its nominee to the account of the Security Trustee or its nominee with such clearance system (or as otherwise required by the Security Trustee)

### **8.4 Calls**

Each Chargor

- 8.4.1 shall not, without the consent in writing of the Security Trustee, acquire any Investments or Shares unless they are fully paid and such acquisition is in accordance with and permitted by the terms of the Credit Agreement; and
- 8.4.2 shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or Shares and, for the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from any Chargor in respect of any Investments or Shares

### **8.5 Dividends**

- 8.5.1 Prior to the occurrence of a Default which is continuing, each Guarantor shall pay all dividends or other monies in respect of the Investments and Shares to the Borrower, and the Borrower shall, immediately on receipt, pay such dividends or other monies into the Reserve Account.



- 8.5.2 After the occurrence of a Default which is continuing, all dividends or other monies in respect of the Investments and the Shares shall be paid to and held by the Security Trustee (or its nominee).

## **8.6 Voting Rights and Other Matters**

- 8.6.1 Prior to the occurrence of an Event of Default which is continuing and save as otherwise provided in this Clause 8.6, each Chargor shall be entitled to exercise (or direct the Security Trustee to exercise on its behalf) all voting rights in respect of the Investments and the Shares provided that no Chargor shall exercise (or direct the exercise of) any voting rights in any manner which, in the reasonable opinion of the Security Trustee, may prejudice the value of, or the ability of the Security Trustee to realise, the security over the Investments and the Shares created pursuant to this Debenture
- 8.6.2 No Chargor shall permit or agree to any variation of the rights attaching to or conferred by any of the Investments or the Shares without the prior written consent of the Security Trustee
- 8.6.3 No Chargor shall, without the prior written consent of the Security Trustee participate in any rights issue, elect to receive or vote in favour of receiving any dividends other than in the form of cash or participate in any vote concerning a members voluntary winding-up or a compromise or arrangement pursuant to sections 895 – 901 of the Companies Act 2006.
- 8.6.4 At any time on or after the occurrence of an Event of Default which is continuing, the Security Trustee may in such manner and on such terms as it sees fit (in the name of the relevant Chargor or otherwise and without the need for further consent from any Chargor)
- (A) exercise (or refrain from exercising) any voting rights in respect of the Investments and the Shares; and/or
  - (B) apply all dividends and other monies arising from the Investments and the Shares in accordance with Clause 18 (*Application of Monies Received Under this Debenture*), and/or
  - (C) without prejudice to any other provision of this Debenture, transfer the Investments and the Shares into the name of a nominee or transferee of the Security Trustee as the Security Trustee may require, and/or
  - (D) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Investments and the Shares.

## **8.7 Liability of Security Trustee**

No Secured Party nor any nominee will have any liability for

- 8.7.1 failing to present any coupon or other document relating to any Investments or the Shares,
- 8.7.2 accepting or failing to accept any offer relating to any Investments or the Shares;
- 8.7.3 failing to attend or vote at any meetings related to any Investments or the Shares,
- 8.7.4 failing to notify a Chargor of any matters referred to in this Clause 8.7 or of any communication received in relation to any Investments or the Shares, or

8 7.5 any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Investments or the Shares or which may be exercised by the Security Trustee or any nominee of the Security Trustee under this Debenture (whether or not on sale or other realisation of the Investments or Shares a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise)

#### **8.8 Nominees**

Each Chargor represents and warrants that it has not and undertakes to the Security Trustee that it shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares

### **9 UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS**

#### **9.1 Value of Debts**

Each Chargor undertakes to provide to the Security Trustee promptly upon its request (and in a form acceptable to the Security Trustee acting reasonably) a certificate showing the aggregate value of the Debts due to that Chargor from any source.

#### **9 2 Realisation of Debts**

During the Security Period, each Chargor undertakes with reference to the Debts

9.2 1 to collect the Debts in the ordinary course of its business and (prior to the payment into the account specified in Clause 9 2 3) to hold the proceeds of those Debts on trust for the Security Trustee,

9 2 2 not, without the prior consent in writing of the Security Trustee, to sell, factor, discount, charge, assign, declare a trust over or otherwise dispose of or release, exchange, compound, set off or grant time or indulgence or otherwise deal with all or any of the Debts in favour of any other person or purport to do so,

9.2.3 to pay into the Reserve Account in accordance with the terms of the Credit Agreement or otherwise as the Security Trustee may direct all monies which that Chargor may receive in respect of the Debts;

9.2.4 save to the extent that the Security Trustee otherwise agrees in writing or as permitted by the Credit Agreement not to withdraw any amounts (whether in the nature of principal or interest) standing to the credit of the account referred to in Clause 9 2 3

#### **9 3 Debts: Withdrawal from Accounts**

No Chargor shall, except with the prior written consent of the Security Trustee, withdraw or otherwise transfer the proceeds of realisation of any Debts standing to the credit of any Account (other than, subject to Clause 10 2 (*General Account Position before Default*) and 10 3 (*General Account Position after Default*), the General Account).

### **10 UNDERTAKINGS AS TO ACCOUNT PROCEEDS**

#### **10.1 Reserve Account**

Except as expressly permitted by Clause 20 3 (*The Reserve Account*) or Clause 3 3 (*Hold Back Amounts*) of the Credit Agreement, no Chargor shall be entitled to be paid, withdraw or otherwise transfer any credit amount referred to in the definition of "Account Proceeds" from the Reserve Account

#### **10 2 General Account: Position before Default**

Before the occurrence of a Default which is continuing, each Chargor shall (subject to any restrictions in the Credit Agreement preventing the withdrawal of the same) be entitled to

withdraw any credit amount referred to in the definition of Account Proceeds from the General Account.

**10.3 General Account: Position after Default**

At any time after the occurrence of a Default which is continuing, the Agent may give notice to the Borrower that no amount may be withdrawn from the General Account without the prior consent of the Agent. If the Agent gives such notice the Agent shall thereafter, to the exclusion of the Borrower (unless the Agent otherwise consents), be entitled (and is irrevocably authorised by the Borrower) to withdraw amounts from the General Account and to operate the General Account in or towards any of the purposes for which moneys in any Account may be applied.

**10.4 Claims Account**

Except as expressly permitted by Clause 20.5 (*Claims Account*) of the Credit Agreement, no Chargor shall be entitled to be paid, withdrawn or otherwise transfer any credit amount referred to in the definition of Account Proceeds from the Claims Account.

**11 UNDERTAKINGS AS TO INTELLECTUAL PROPERTY RIGHTS**

Each Chargor shall:

- 11.1 take all necessary action to safeguard and maintain its rights, present and future, in or relating to any Intellectual Property Rights necessary for its business (including the payment of all renewal fees and all steps which are necessary or desirable to maintain any applicable registrations with any appropriate registry or other government authority or body);
- 11.2 keep the Security Trustee fully informed as to the registration or requirement to renew the registration of any Intellectual Property Rights necessary for its business;
- 11.3 not use or refrain from using any Intellectual Property Rights necessary for its business in a way which may adversely affect the value of those Intellectual Property Rights; and
- 11.4 notify the Security Trustee promptly of any infringement or suspected infringement or any challenge to the validity of any Intellectual Property Rights necessary for its business and take all steps necessary to prevent or bring an end to any such infringement and to defend any such challenge.

**12 RIGHTS OF THE SECURITY TRUSTEE**

**12.1 Enforcement**

At any time on or after the occurrence of an Event of Default which is continuing, the security created pursuant to this Debenture shall be immediately enforceable and the Security Trustee may in its absolute discretion and without notice to any Chargor or the prior authorisation of any court:

- 12.1.1 enforce all or any part of the security created by this Debenture and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit, and
- 12.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
  - (A) conferred from time to time on mortgagees by the LPA (as varied or extended by this Debenture) or by law, and
  - (B) granted to a Receiver by this Debenture or from time to time by law.

**12.2 Restrictions on Consolidation of Mortgages**

Section 93 of the LPA shall not apply to this Debenture or to any sale made under it. The Security Trustee shall have the right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time. Such power may be exercised by the Security Trustee at any time on or after the occurrence of an Event of Default which is continuing. Each Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CC for registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Debenture and any other Real Property from time to time including a registered title) of the right to consolidate.

**12.3 Restrictions on Exercise of Power of Sale**

Section 103 of the LPA shall not apply to this Debenture and the power of sale arising under the LPA shall arise on the date of this Debenture (and the Secured Liabilities shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Debenture and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Security Trustee at any time on or after the occurrence of an Event of Default which is continuing.

**12.4 Leasing Powers**

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Security Trustee or any Receiver under this Debenture. The statutory powers of leasing may be exercised by the Security Trustee upon and following the occurrence of an Event of Default and the Security Trustee and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

**12.5 No Prior Notice Needed**

The powers of the Security Trustee set out in Clauses 12.2 (*Restrictions on Consolidation of Mortgages*) to 12.4 (*Leasing Powers*) may be exercised by the Security Trustee without prior notice to any Chargor.

**12.6 Right of Appropriation**

12.6.1 Without prejudice to the other provisions of this Debenture, to the extent that any of the Charged Assets constitute "financial collateral", and this Debenture and the obligations of the Chargors hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the "Regulations"), the Security Trustee shall at any time on and after the occurrence of an Event of Default which is continuing have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Security Trustee by reference to such method or source of valuation as the Security Trustee may reasonably select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause, or selected by the Security Trustee in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

12.6.2 The Security Trustee shall notify the Chargors as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

### **13. EXONERATION**

#### **13.1 Exoneration**

No Secured Party shall, nor shall any Receiver, by reason of it or the Receiver entering into possession of the Charged Assets, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable, but every Receiver duly appointed by the Security Trustee under this Debenture shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Debenture when the provisions of this Debenture shall prevail and every such Receiver and the Security Trustee shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

#### **13.2 Indemnity**

The Security Trustee and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the exercise of any of the powers, authorities or discretions vested in it or him pursuant to this Debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Security Trustee and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Debenture.

### **14. APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

#### **14.1 Appointment**

14.1 1 At any time on or after the occurrence of an Event of Default which is continuing, or at the request of the relevant Chargor or its directors, the Security Trustee may, without prior notice to the relevant Chargor, in writing (under seal, by deed or otherwise under hand) appoint:

- (A) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead, or
- (B) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.

14.1 2 Nothing in Clause 14 1 1 shall restrict the exercise by the Security Trustee of any one or more of the rights of the Security Trustee under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

#### **14.2 More than one Receiver**

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Security Trustee may specify to the contrary in the appointment

#### **14.3 Receiver as agent**

A Receiver shall be the agent of each Chargor which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of any Secured Party

#### **14.4 Receiver's Remuneration**

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Security Trustee from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

#### **14.5 Actions of the Administrator**

Save as provided for in statute or as otherwise agreed in writing by that Secured Party, no Secured Party shall have any liability for the acts or omissions of an Administrator.

### **15. RECEIVER'S POWERS**

#### **15.1 Powers**

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Debenture)

- 15.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- 15.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 15.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any Chargor itself could do or omit to do;
- 15.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Debenture or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any Chargor, the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit, and the execution of documents in the name of any Chargor (whether under hand, or by way of deed or by utilisation of the company seal of any Chargor).

#### **15.2 Powers may be Restricted**

The powers granted to a Receiver pursuant to this Debenture may be restricted by the instrument (signed by the Security Trustee) appointing him but they shall not be restricted by any winding-up or dissolution of any Chargor.

### **16. PROTECTION OF PURCHASERS**

#### **16.1 Absence of Enquiry**

No person or persons dealing with the Security Trustee or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Debenture are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Debenture. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Security Trustee or any such Receiver.

#### **16.2 Receipt: Conclusive Discharge**

The receipt of the Security Trustee or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets

### **17. POWER OF ATTORNEY AND DELEGATION**

#### **17.1 Power of Attorney: General**

Each Chargor hereby irrevocably and by way of security appoints the Security Trustee and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed

- 17.1.1 to execute and deliver any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Assets or for vesting the same in the Security Trustee, its nominee or any purchaser;
- 17.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document which any Chargor is required to enter into pursuant to this Debenture,
- 17.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or any Receiver under this Debenture or which any Chargor is required to do pursuant to this Debenture or which may be deemed expedient by the Security Trustee or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Trustee or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Debenture.

The power of attorney under this Clause 17.1 will only be exercisable by the Security Trustee and any Receiver following the occurrence of a Default which is continuing.

#### 17.2 **Power of Attorney: Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 17 (*Power of Attorney and Delegation*) does or purports to do in exercise of the powers granted by this Clause.

#### 17.3 **General Delegation**

The Security Trustee and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Debenture (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

### 18 **APPLICATION OF MONIES RECEIVED UNDER THIS DEBENTURE**

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Debenture and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A of the Insolvency Act 1986, be applied for the following purposes and in the following order of priority:

- 18.1.1 in satisfaction of all costs, charges and expenses and payments (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Security Trustee or the Receiver and of remuneration to the Receiver in such order as the Security Trustee shall in its absolute discretion decide;
- 18.1.2 in or towards satisfaction of the Secured Liabilities in accordance with the Credit Agreement; and
- 18.1.3 the surplus, if any, shall be paid to the relevant Chargor or other person or persons entitled to it,

save that the Security Trustee may credit any monies received under this Debenture to a suspense account for so long and in such manner as the Security Trustee may from time to time determine and the Receiver may retain the same for such period as he and the Security Trustee consider appropriate

**19. RELEASE OF SECURITY**

**19.1 Release**

19.1.1 In the event of a Disposal of a Property which the Agent confirms to the Security Trustee is expressly permitted by Clause 19.5.2(A), 19.5.2(B) or 19.5.2(D) to 19.5.2(F) (inclusive) (*Disposals*) (as applicable) of the Credit Agreement, the Security Trustee shall, at the request and cost of the relevant Chargor, execute (or procure the execution by its nominee) (in each case in a form acceptable to the Security Trustee) and do all such deeds, acts and things as are necessary to release and/or reassign such Property from the security created by or in accordance with this Debenture (in each case without recourse to or any representation or warranty by the Security Trustee or any of its nominees)

19.1.2 The Security Trustee shall, at the request and cost of each Chargor, execute (or procure the execution by its nominee) (in each case in a form acceptable to the Security Trustee) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Debenture (in each case without recourse to or any representation or warranty by the Security Trustee or any of its nominees) at the end of the Security Period.

**19.2 Avoidance of Payments**

19.2.1 No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Security Trustee considers (acting reasonably) that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.

19.2.2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the Chargors shall be deemed not to have occurred and the Security Trustee shall be entitled to enforce this Debenture subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made

**20. AMOUNTS PAYABLE**

All monies received or held by a Secured Party or a Receiver under this Debenture in a currency other than the currency in which the Secured Liabilities are denominated may from time to time be sold for such one or more of the currencies in which the Secured Liabilities are denominated. Each Chargor shall indemnify each Secured Party against the full cost (including all costs, charges and expenses) incurred in relation to such sale. No Secured Party nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such sale

**21. POWER OF SEVERANCE**

In the exercise of the powers conferred by this Debenture, the Security Trustee or any Receiver may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Security Trustee or any Receiver may apportion any rent or other amount without the consent of the Chargors

**22. NEW ACCOUNTS**

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of such notice being the "Notice Date") it may, without prejudice to its rights under this Debenture, open a fresh account or accounts with each Chargor and continue any existing account in the name of any Chargor and may



appropriate to any such fresh account any monies paid in, received or realised for the credit of any Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date

## **23. ADDITIONAL CHARGORS**

### **23.1 Delivery of a Security Accession Deed**

23.1.1 The Borrower may request that any of its Subsidiaries which is incorporated in England and Wales become a Chargor (a "New Chargor").

23.1.2 The New Chargor shall become a Chargor if the Borrower delivers to the Security Trustee a duly completed and executed Security Accession Deed.

## **24. MISCELLANEOUS**

### **24.1 The Chargors**

This Debenture is binding on the successors and assigns of each Chargor.

### **24.2 Assignment and Transfer**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture. The Security Trustee may assign and transfer all or any part of its rights and obligations under this Debenture to a replacement security trustee appointed pursuant to the terms of the Credit Agreement. Such replacement security trustee will, from the date of such assignment or transfer, be the Security Trustee for the Secured Parties under this Debenture instead of the previous security trustee.

### **24.3 Property**

This Debenture is and will remain the property of the Security Trustee.

### **24.4 Continuing Security**

This Debenture shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

### **24.5 Additional Security**

This Debenture shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Debenture be in any way impaired or discharged by this Debenture nor shall this Debenture in any way impair or discharge such other security or guarantee

### **24.6 Variation of Security**

This Debenture shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 24.5 (Additional Security) or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever

### **24.7 Enforcement of Other Security**

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Debenture.

**24.8 Redemption of Prior Incumbrances**

The Security Trustee may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Chargors. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargors to the Security Trustee and until such payment shall form part of the Secured Liabilities.

**24.9 Costs and Expenses**

Without prejudice to Clause 14 (*Costs and expenses*) of the Credit Agreement, each Chargor shall within three Business Days of demand reimburse each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the exercise, enforcement and/or the preservation of any rights under this Debenture and any proceedings instituted by or against the Security Trustee as a consequence of taking or holding the Security created or contemplated by this Debenture or enforcing these rights, in each case with any applicable VAT.

**24.10 Stamp Taxes**

Each Chargor shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Debenture or in connection with any appropriation of Shares or Investments by any Secured Party under this Debenture.

**24.11 Obligations Joint and Several**

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

**24.12 Further Advances**

24.12.1 Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advances).

24.12.2 Each Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified opposite its name in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Debenture and any other Real Property from time to time including a registered title) of the obligation to make further advances.

**25. COUNTERPARTS**

This Debenture may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Debenture.

**26. LAW**

This Debenture and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

**IN WITNESS** whereof this Debenture has been duly executed and delivered as a deed on the date first above written.

**SCHEDULE 1****CHARGORS**

<b>Name of Original Chargor</b>	<b>Registration number (or equivalent, if any)</b>
Hathber GR Limited	09510014
Fairhold Leda Limited	08129460
Littleblade Investment Properties Limited	08768477
Annanbury Limited	06889300
Blanco Estates Limited	08252333
Ramvel Limited	06703206
Fairhold Properties No 8 Limited	06703221
Fairhold Mercury Limited	06753024
Byron Halls Limited	04846522
Fairhold Properties No 9 Limited	06753036
Fairhold Homes (No 20) Limited	05086036
Flambayor Limited	06393207
Fairhold Properties No 4 Limited	06371574
Hadham Securities No 6 Limited	06393118
Chichester Freeholds Limited	05672316
Cristead Limited	04735470
Trinity Green Reversion Limited	02413181
Freehold Properties 32 Limited	05842899
Rosleb Limited	04533342
Countryside Three Limited	04422693



**SCHEDULE 6 - Relevant Properties**

**PART 1: Freehold Properties**

Number	Property description	Freehold title number	Registered proprietor	E&M Property Reference
1	Tredegar House, 97 and 99 Bow Road, London (E3 2AN)	148002	Flambayor Limited (Co No 6393207)	73000415001
2	59 to 65 (odd) Tanner Street, London.	223985	Flambayor Limited (Co. No. 6393207)	73000365010
3	Land at Enstone Road, Enfield	AGL148542	Rosleb Limited (Co. No 04533342)	77000327001
4	Frays Adult Education Centre, 65-68 Harefield Road, Uxbridge (UB8 1PJ)	AGL153899	Ramvel Limited (Co No 06703206)	92000030001
5	Land on the east side of Hunter's Way, Enfield	AGL167103	BLANCO ESTATES LIMITED (Co Regn No 08252333)	F2010001001
6	Flats 1-44, Ridley Court, 1 Cambridge Close, East Barnet, Barnet (EN4 8RA)	AGL180523	Flambayor Limited (Co. Regn No 06393207)	73000034001
7	The Chalet Site, Hammers Lane, London	AGL206287	Fairhold Mercury Limited (Co Regn. No. 06753024)	98000457001
8	Land on the north side of The Ridgeway, Enfield	AGL327411	BLANCO ESTATES LIMITED (Co. Regn No 08252333)	F2010003
9	1-34 Greenview Close, London (W3 7DZ)	AGL64165	Citustead Limited (Co. No 04735470)	78000406001
10	land and buildings at BadgersWalk, Hollywood Road, Brislington	AV72709	Flambayor Limited (Co No 06393207)	73000019001
11	35 Chandos Road, Ampthill (MK45 2LD)	BD129442	Ramvel Limited (Co Regn. No 06703206)	92000635001
12	Land on the south east side of Quantock Rise, Luton.	BD192224	FAIRHOLD HOMES (NO 20) LIMITED (Co. Regn. No. 5086036)	C6010014
13	Land adjoining the eastern boundary of 147 London Road, Biggleswade	BD251996	Rosleb Limited (Co Regn No 04533342)	BD251996
14	Chambers Lodge, Biggleswade.	BD265656	Rosleb Limited (Co Regn No 04533342)	77000333001

15	The Swan Public House, 30 Bath Road, Salt Hill, Slough (SL1 3SS).	BK183854	Rosleb Limited (Co. No 04533342)	77000326001
16	Crispin House, Cross Road, Sunningdale (SL5 9RX).	BK298673	Flambayor Limited (Co. No 06393207)	73000016001
17	The Ambassador, London Road, Sunningdale, Ascot (SL5 0DP).	BK298783	Citistead Limited (Co. No. 04735470)	780000004001
18	Land on the south side of High Street, Twyford	BK352101	Citistead Limited (Co. No. 04735470)	780000003001
19	129 to 137 (odd) Clarence Road, Windsor (SL4 5AR)	BK393313	Fairhold Mercury Limited (Co. Regn No. 6753024)	98000290001
20	Douglas Bader Court, Howth Drive, Woodley, Reading (RG5 3AF)	BK41442	FAIRHOLD HOMES (NO 20) LIMITED (Co. Regn. No. 5086036)	C6010035
21	Land on the north side of Horsecroft Way, Tilehurst, Reading (RG31 6XW)	BK430167	Ramvel Limited (Co No 6703206)	92000643
22	Land and buildings on the north side of Duke's Ride, Crowthorne, Bracknell	BK45829	Rosleb Limited (Co Regn. No 4533342)	77000357001
23	Flats 25-35 (odd), 49-59 (odd) and 83-105 (odd) Blandamour Way, Southmead, Bristol (BS10 6WE), Flats 53-63 (odd) Sheaves Park, Southmead, Bristol (BS10 6WG) and Flats 2-12 (even) Jarretts Road, Southmead, Bristol (BS10 6WF)	BL131670	Fairhold Leda Limited (Co. No. 08129460)	E6010001001
24	Apartments 8 to 19 (inclusive) Boroughbridge and car parking spaces, Oakhill	BM314289	Flambayor Limited (Co. No. 6393207)	73000352001
25	5, 7, 9, 11, 15, 17, 19 and 21 Juniper Drive and 1, 5, 7 and 9 Alder Road, Weston Turville, Aylesbury	BM339334	Rosleb Limited (Co Regn No 04533342)	77000330001
26	land on the south side of Bushmead Road, Eaton Socon, St Neots	CB309622	Fairhold Mercury Limited (Co. Regn No 06753024)	98000467001
27	the north side of Cambridge Road, St Neots	CB349948	FAIRHOLD PROPERTIES NO 9 LIMITED (Co. Regn. No. 6753036)	A2010004
28	The Fairway Public House, Broadway East, Dormanstown, (TS6 7HS)	CE131245	Fairhold Mercury Limited (Co. No. 6753024)	98000287001
29	Land and buildings on the east side of Acklam Road, Middlesbrough	CE163398	Citistead Limited (Co. No 04735470)	78000341001

30	Land and buildings on the North West side of The Avenue, Eaglescliffe.	CE194219	FAIRHOLD HOMIES (NO 20) LIMITED (Co. Regn. No. 5086036)	C6010010
31	Admiral Chaloner House, Whitby Lane, Guisborough (TS14 7GD)	CE72089	Flambayor Limited (Co. No. 06393207)	73000039001
32	Land on the East and South East sides of Queensway, Widnes.	CH103572	Rosleb Limited (Co. No. 4533342)	77000456001
33	14-19 Old Mill Close, Lymm and parking spaces (WA13 9RW).	CH428126	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000278001
34	Land on the north-east side of New Crane Street, Chester	CH436519	Citistead Limited (Co. No. 04735470)	78000328005
35	14 Reddish Lane and land lying to the north of Reddish Lane, Lymm	CH438266	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000049001
36	East Side of Leadworks Lane, Chester	CH458462	Rosleb Limited (Co. No. 04533342)	77000588001
37	Land and buildings on the south east side of Mersey Street, Warrington.	CH485265	Countryside Three Limited (Co. No. 4422693)	75000028001
38	Land on the west side of West Bank Street, Widnes	CH496035	Rosleb Limited (Co. No. 4533342)	77000460001
39	Land on the east side of Queens Road, Chester (CH1 3BQ)	CH509530	Rosleb Limited (Co. No. 04533342)	CH509530
40	Land at Sandbach Drive, Northwich	CH511822	Citistead Limited (Co. No. 04735470)	78000332001
41	Land on the north side of Ellesmere Street, Warrington	CH512426	Countryside Three Limited (Co. No. 4422693)	75000038001
42	Land on the north side of Ellesmere Street, Warrington	CH519180	Countryside Three Limited (Co. No. 4422693)	75000038001
43	Land on the west side of West Bank Street, Widnes	CH532918	Rosleb Limited (Co. No. 4533342)	77000413001
44	Dutton Court, Warrington (WA1 2BE)	CH548743	Trinity Green Reversion Limited (Co. No. 02413181)	74000002001
45	Dutton Court, Warrington (WA1 2BE)	CH548744	Trinity Green Reversion Limited (Co. No. 02413181)	CH548744
46	Land lying to the west of London Road South, Poynton (SK12 1NH)	CH552720	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000174001
47	1 to 6 (inclusive) Sherbourne Court, Weston, Crewe and 6 parking spaces (CW2 5SQ)	CH557623	Freehold Properties 32 Limited (Co. No. 5842899)	76000011001

48	11 and 15 to 81 (odd) inclusive, Chapelside Close, Great Sankey, Warrington (WA5 1RA).	CH566989	Flambayor Limited (Co.No. 6393207)	73000037001
49	Land and buildings on the west side of Wicken Street, Offerton (SK2 5TR)	CH57788	Freehold Properties 32 Limited (Co No 05842899)	76000001001
50	1 - 18 Portland Drive, 1 - 7 and 9 - 43 Quarry Bank Rise, 1 - 11- Sandy Way and 15 and 17 Sandy Way, Winsford	CH578923	Rosleb Limited (Co No. 4533342)	77000501001
51	9 to 12 (inclusive) and 14 to 33 (inclusive) Latimer Close, Widnes (WA8 9NR)	CH581293	Flambayor Limited (Co No. 6393207)	73000074
52	1 Stone Croft, Northwich (CW9 8RZ)	CH581294	Flambayor Limited (Co.No. 06393207)	73000320001
53	44 to 114 (even), Lavender Gardens, Warrington (WA5 1BQ)	CH581295	Flambayor Limited (Co.No 06393207)	73000272001
54	1 to 9 (inclusive) Bannister Court and 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18 and 19 Wilkinson Court, Wilkinson Way, Winsford (CW7 1RQ)	CH581296	Flambayor Limited (Co.No. 6393207)	73000202004
55	2, 3, 4, 5 and 24 Stone Croft, Northwich (CW9 8RZ)	CH584517	Flambayor Limited (Co No. 06393207)	73000321
56	2, 12, 14 16, 22, 24, 31, 33, 35 and 37 Radcliffe Road, and 1, 5 and 6 Bannister Grove, Winsford	CH584518	Flambayor Limited (Co.No. 06393207)	73000203
57	Land and buildings at Stanier Close, Lyme Green, Macclesfield.	CH584519	Flambayor Limited (Co No. 06393207)	73000327001
58	62-116 Greenings Court, Warrington and associated parking spaces (WA2 7GH)	CH586131	Ramvel Limited (Co.No. 6703206)	92000723
59	117-160 Greenings Court, Warrington and associated parking spaces (WA2 7GH)	CH586133	Ramvel Limited (Co.No. 6703206)	92000717
60	1-11 and 15 and 17 Houghton Avenue, Warrington (WA2 7EQ) and 138-142 (even), 143-151 and 153-171 (odd) Rylands Drive, Warrington (WA2 7DY) and 19-25 (odd) Monks Place, Warrington (WA2 7DX)	CH588092	Fairhold Mercury Limited (Co No 6753024)	98000308
61	Molteno House 302 Regents Park Road, Finchley, London N3 2JX	CH589329	Fairhold Mercury Limited (Co. No 6753024)	98000308
62	17, 19, 23-29 (odd), 35 School Drive, and 5 Millington Gardens, Lymm (WA13 9UJ).	CH589475	Fairhold Mercury Limited (Co. Regn. No. 06753024)	98000442001
63	60 Rostrevor Road, Davenport (SK3 8QP)	CH80946	Fairhold Mercury Limited (Co. No. 6753024)	98000280001

64	Manaton House, Dunheved Road, Launceston (PL15 9JE)	CL150592	FAIRHOLD HOMES (NO 20) LIMITED (Co. Regn No 5086036)	C6010011
65	Former Cattle Market, Fair Park Road, Wadebridge	CL230777	FAIRHOLD HOMES (NO 20) LIMITED (Co. Regn No 5086036)	C6010007
66	52-56 Cavendish Crescent, Newquay (TR7 3DS)	CL297065	Fairhold Leda Limited (Co. No 08129460)	E6010004001
67	Land on the west side of Hall Street, Blackwood	CYM143588	Rosleb Limited (Co. No. 4533342)	77000389001
68	Land at Park View Pontygwindy Road, Caerphilly	CYM381650	Fairhold Properties No 4 Limited (Co No 6371574)	P7000002001
69	50-58 Stonebridge Park, Croesyceiliog, Cwmbran (NP44 2JL)	CYM415622	Rosleb Limited (Co No. 04533342)	77000388001
70	Nant Y Coed, North Cornelly	CYM415623	Rosleb Limited (Co No. 04533342)	77000382001
71	1-9 Granada Court, Jamaica Grove, 1-9 Panama Court, Jamaica Grove and 1-10 Portabelo Court, Coedkernew, Newport	CYM415624	Rosleb Limited (Co No 04533342)	77000383001
72	Apartments 1-58 Breakwater House and 1-88 Caldey Island House, Ferry Court, Cardiff	CYM415625	Rosleb Limited (Co No 04533342)	77000386001
73	Bellwood Park, Coryton	CYM415626	Rosleb Limited (Co. No. 04533342)	77000381001
74	Stonebridge Park, Croesyceiliog, Cwmbran (NP44 2JL)	CYM423131	Rosleb Limited (Co. No 04533342)	CYM423131
75	Godwins House, 48 Ebrington Street, Plymouth (PL4 9AD)	DN525565	Fairhold Mercury Limited (Co Regn No 06753024)	98000399001
76	Land at Tiddy Brook Meadows, Plymouth Road, Tavistock	DN584520	FAIRHOLD PROPERTIES NO. 8 LIMITED (Co. Regn. No. 6703221)	93000058
77	Land and buildings at Rolle Quay, Barnstaple	DN587066	FAIRHOLD PROPERTIES NO. 8 LIMITED (Co. Regn. No 6703221)	93000031
78	land on the north side of Wimborne Road East, Ferndown	DT283715	Annanbury Limited (Co Regn. No 06889300)	E9010016001
79	Land and buildings on the North and South Side of Westham Road, Weymouth.	DT297145	Rosleb Limited (Co No. 4533342)	77000395001
80	Sandford Place, Buxton Road, Weymouth	DT365807	Rosleb Limited (Co No 04533342)	77000404001



81	Stourfields, Gillingham	DT365808	Rosleb Limited (Co No 04533342)	77000405001
82	St Michaels Court, 10 Gray Road, Sunderland (SR2 8UB)	DU22109	Citistead Limited (Co No 4735470)	78000342001
83	Apartments, 10-14 Forest Green, 19-27 Rainhill Way and 1-9A George Stephenson Drive, Darlington	DU314681	Rosleb Limited (Co. No. 04533342)	77000018059
84	Collingsway, Darlington (DL2 2FD).	DU314682	Rosleb Limited (Co No. 04533342)	77000324002
85	Land lying to the south west of Bankbottom, Glossop	DY333558	Fairhold Mercury Limited (Co. Regn. No 6753024)	98000193001
86	land lying to the east of Burnside, Hadfield, Glossop	DY340451	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000234001
87	11 Burnside, Hadfield (SK13 2DX).	DY368370	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000233001
88	Markham Quay, Crow Lane, Chesterfield	DY418336	Freehold Properties 32 Limited (Co No 05842899)	76000009001
89	2 to 10 (even), 7, 9, 15, 16, 18, 19 and 22 Cotton Close, Whaley Bridge (SK22 7GG).	DY440155	Ramvel Limited (Co. No. 06703206)	92000611001
90	Land at the rear of 138 Richmond Road, Ilford (IG1 1JG)	EGL163973	Rosleb Limited (Co.No.. 04533342)	77000014001
91	Land lying to the south of Aspen Way, Poplar, London	EGL180728	FAIRHOLD PROPERTIES NO.8 LIMITED (Co Regn. No 6703221)	93000044
92	205-223 Green Lane, Ilford (IG1 1XR)	EGL282673	Flambayor Limited (Co. No. 6393207)	73000420001
93	Land on the west side of Sherwood Gardens, London	EGL410004	Rosleb Limited (Co. Regn. No. 4533342)	77000380001
94	84-86 Romford Road, Stratford, London (E15 4EH)	EGL421579	Fairhold Properties No 4 Limited (Co.No. 6371574)	P7000005001
95	87 Western Road, Romford (RM1 3LS)	EGL43051	FAIRHOLD PROPERTIES NO 9 LIMITED (Co Regn. No. 6753036)	A2010009
96	Premises at Tarling Street and Deancross Street, London	EGL448671	Flambayor Limited (Co No. 6393207)	73000416063
97	7-9 New Inn Broadway, London (EC2A 3PZ)	EGL471064	Freehold Properties 32 Limited (Co No 05842899)	76000004001
98	568-588 High Road, Leytonstone, London.	EGL475136	Rosleb Limited (Co No. 04533342)	77000018002
99	Manchester Court, Garvary Road, Canning Town, London.	EGL478282	Rosleb Limited (Co No 04533342)	77000010001

100	Land adjoining 205 Green Lane, Ilford	EGL495331	Flambayor Limited (Co No. 06393207)	73000420002
101	Latitude Apartments, 77a Manor Road, London ( N16 5NZ)	EGL497885	Flambayor Limited (Co No 06393207)	73000027001
102	Land on the east side of Upper Brentwood Road, Romford	EGL520083	FAIRHOLD PROPERTIES NO. 8 LIMITED (Co Regn. No. 6703221)	93000056
103	2-18 (even) Clark Grove, and 35 Craigen Gardens, Ilford (IG3 9FG)	EGL552369	Ramvel Limited (Co. Regn No. 6703206)	92000662001
104	1 to 8 Craigen Gardens (inclusive), 10 and 34 Craigen Gardens, 175 and 177 Loxford Lane and 41 Harman Rise, Ilford	EGL558629	Fairhold Mercury Limited (Co Regn No 06753024)	98000416001
105	183 to 199 (odd) Loxford Lane, Ilford IG3 9AE	EGL561415	Fairhold Mercury Limited (Co. Regn. No. 06753024)	98000441001
106	4-15 Harman Rise, Ilford and parking spaces IG3 9FE	EGL562019	Fairhold Mercury Limited (Co Regn No 06753024)	98000452001
107	Land at The Crumbles	ESX198986	Citstead Limited (Co No 04735470)	78000356025
108	Cleves Court, 139 London Road, Hadleigh, Benfleet (SS7 2RA).	EX448965	FAIRHOLD HOMES (NO 20) LIMITED (Co Regn. No. 5086036)	C6010009
109	1-55 (inclusive), Ratcliffe Court, Colchester	EX577186	Flambayor Limited (Co No. 6393207)	73000363002
110	Land at Seymour Street, Chelmsford	EX589271	Flambayor Limited (Co.No 6393207)	73000035001
111	Hythe House, Hawkins Road, Colchester (CO2 8Y)	EX659254	FAIRHOLD PROPERTIES NO 9 LIMITED (Co Regn. No. 6753036)	A2010005
112	Land on the east side of School Lane, Mistley.	EX714654	FAIRHOLD PROPERTIES NO 8 LIMITED (Co Regn No 6703221)	93000042
113	130 Broomfield Road, Chelmsford (CM1 1RN)	EX720732	FAIRHOLD PROPERTIES NO 8 LIMITED (Co Regn. No 6703221)	93000043
114	Land on the south west side of Commons Road, Harlow	EX766041	Rosleb Limited (Co No 04533342)	77000008001
115	Mildmay Grove, Rainsford Road, Chelmsford	EX821251	Rosleb Limited (Co No. 04533342)	77000012001
116	Land and buildings on the west side of Eastern Crescent, Chelmsford.	EX829155	Ramvel Limited (Co No 06703206)	92000059007
117	Land on the south side of St James Road, Brentwood	EX829994	Ramvel Limited (Co No. 06703206)	92000649002

118	Flats 1 To 9 (inclusive) Clarence House, 212 New London Road, Chelmsford	EX836452	Ramvel Limited (Co No 06703206)	92000716001
119	Station Court, Ambleside Drive, Southend-On-Sea (SS1 2EU).	EX840658	Fairhold Mercury Limited (Co. Regn. No. 06753024)	98000001001
120	Land on the south side of Sneezum Walk, Witham	EX851046	Fairhold Mercury Limited (Co No 6753024)	98000470001
121	Land on the north side of London Road, Hadleigh, Benfleet	EX862740	Fairhold Homes (No 20) Limited (Co. No. 5086036)	EX862740
122	Flats 1 to 58, Pier Wharf, Quayside Drive, Colchester (CO2 8GN)	EX891366	Fairhold Leda Limited (Co No. 08129460)	E6010005001
123	Land on the west side of Glenside Drive, Woodley	GM177011	Fairhold Mercury Limited (Co Regn. No 6753024)	98000224001
124	Land lying to the South of Greenside Lane, Droylsden.	GM204898	Ramvel Limited (Co. No 06703206)	92000451001
125	The Gallery, Blackfriars Street, Salford	GM258110	Flambayor Limited (Co No 6393207)	73000410001
126	54 to 72 (even) Sidmouth Street, Audenshaw, Manchester.	GM277590	Fairhold Mercury Limited (Co Regn No. 6753024)	98000283001
127	122 to 144 (even) Astley Street, Doldinfield	GM314893	Fairhold Mercury Limited (Co Regn No 6753024)	98000184001
128	Land on the East side of Holt Lane, Fallsworth	GM319261	Fairhold Mercury Limited (Co Regn. No 6753024)	98000285001
129	Land on the South Side of Slate Lane, Droylsden	GM336351	Ramvel Limited (Co No 06703206)	92000378001
130	3 to 12 (inclusive) Longmeadow Grove, Denton, Manchester	GM336847	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000258001
131	Land and buildings on the south west side of Hill Street, Hyde	GM352550	Fairhold Mercury Limited (Co No. 6753024)	98000011001
132	land and buildings on the West side of John Street, Droylsden.	GM355518	Fairhold Mercury Limited (Co Regn. No 6753024)	98000257001
133	2 to 14 (even numbers) and 2a to 14a (even numbers) Church Street, Dukinfield	GM366192	Fairhold Mercury Limited (Co. Regn. No 6753024)	98000234001
134	land on the east side of Railway Street, Dukinfield	GM366709	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000255001

135	2 to 12 (even numbers) Peel Street, Dukinfield	GM421276	Fairhold Mercury Limited (Co Regn No 6753024)	98000259001
136	2 to 20 (even) Brookfold, Failsworth, Manchester.	GM425332	Fairhold Mercury Limited (Co Regn. No 6753024)	98000263001
137	Land and buildings on the north side of Peel Street, Dukinfield	GM427292	Fairhold Mercury Limited (Co. No. 6753024)	98000260001
138	Land and buildings on the west side of Stockport Road, Gee Cross.	GM452600	Fairhold Mercury Limited (Co Regn. No 6753024)	98000281001
139	land and buildings on the west side of Kershaw Lane, Audenshaw.	GM4572	Fairhold Mercury Limited (Co. Regn No 6753024)	98000256001
140	Land on the South side of Egerton Street, Denton.	GM464611	Ramvel Limited (Co No 06703206)	92000383001
141	1 to 38 (inclusive) Lowry Court, Hyde.	GM466150	Fairhold Mercury Limited (Co. Regn No 6753024)	98000267001
142	Land and buildings on the West side of Newton Street, Flowery Field, Dukinfield.	GM495079	Ramvel Limited (Co. No. 06703206)	92000436001
143	Land on south east side of St Mary's Road, Moston.	GM518185	Ramvel Limited (Co Regn. No 06703206)	92000477001
144	Land at Barratt Gardens and Tudor Grove, Middleton, Manchester.	GM526288	Fairhold Mercury Limited (Co. Regn No. 6753024)	98000269001
145	42 to 52 (even) St Dominics Way, Middleton, Manchester.	GM536082	Fairhold Mercury Limited (Co. Regn. No 6753024)	98000272001
146	1 to 37 (odd) Fieldfare Way, Ashton-Under-Lyne	GM553580	Fairhold Mercury Limited (Co Regn No 6753024)	98000262001
147	Land and buildings on the east side of St Mary's Road, Moston.	GM578379	Ramvel Limited (Co. No. 06703206)	92000518001
148	9 to 16 (inclusive) Turner Drive, Urmston, Manchester.	GM601311	Fairhold Mercury Limited (Co. Regn. No 6753024)	98000274001
149	Land and buildings on East side of St Mary's Road, Moston	GM615310	Ramvel Limited (Co No 6703206)	92000452001
150	Land being part of Godfrey Mill, Commercial Street, Hyde	GM615729	Fairhold Mercury Limited (Co No. 6753024)	98000282001
151	Land and buildings on the North East side of Grove Road, Stalybridge	GM676222	Ramvel Limited (Co Regn. No 6703206)	92000036001

152	Land and buildings on the north-west side of Adswood Road, Stockport	GM687163	Citistead Limited (Co No 04735470)	78000094001
153	201 Wigan Road, Ashton-in-Makerfield (WN4 9SL)	GM701960	Ramvel Limited (Co. No. 06703206)	92000720001
154	Land and buildings on the South side of Monton Road, Eccles.	GM714056	Ramvel Limited (Co. No. 06703206)	92000001001
155	The Almonds Hotel, Church Lane, Marple	GM730810	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000244001
156	Land on the South East side of Hart Street, Droylsden	GM750705	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000045001
157	Princess Hotel, 252 Mauldeth Road West, Withington, (M21 7TH)	GM785423	Freehold Properties 32 Limited (Co. No. 05842899)	76000013001
158	Brookfield House, Brookfield Park, Wilmslow Road, Cheadle.	GM787772	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000279001
159	Land lying to the west of Jones Street, Royton, Oldham (OL2 5AH)	GM815363	Fairhold Mercury Limited (Co. No. 6753024)	98000389
160	Land on the east side of Overdale Drive, Bolton.	GM853027	Fairhold Mercury Limited (Co. Regn. No. 06753024)	98000397001
161	Land on the north east side of Silvermere Close, Ramsbottom.	GM859222	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000153001
162	Land on the south side of Marsland Road, Sale.	GM872558	Flambayor Limited (Co. No. 06393207)	73000439001
163	Land on the south side of Trafalgar Street, Ashton-under-Lyne	GM874771	Fairhold Mercury Limited (Co. No. 6753024)	98000005001
164	The Garrards, Stockport Road, Hyde (SK14 5ET)	GM899824	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000215001
165	Land on the north east side of Nell Lane, Withington, Manchester	GM915472	Flambayor Limited (Co. No. 06393207)	73000020001
166	Land and buildings on the South West side of Darwen Road, Bromley Cross, Bolton	GM922551	Fairhold Mercury Limited (Co. No. 6753024)	98000015001
167	Land lying to the South West of Monton Road, Eccles, (M30 9HQ).	GM952114	Ramvel Limited (Co. No. 06703206)	92000011001
168	Land on the north east side of Everard Street, Salford.	GM959941	Rosleb Limited (Co. No. 04533342)	77000078001

169	Land on the west side of Melville Street, Salford	GM968795	Chichester Freeholds Limited (Co No 05672316)	79000074001
170	Coombe Ridge and Whitewalls, Old Market, Nailsworth (GL6 0DU)	GR210130	FAIRHOLD HOMES (NO 20) LIMITED (Co Regn No 5086036)	C6010005
171	The Clock Tower, West Lodge Drive, Gloucester (GL4 4XU).	GR289493	Ramvel Limited (Co. Regn No. 06703206)	92000727001
172	land on the south west side of High Street, Newent.	GR297660	FAIRHOLD HOMES (NO.20) LIMITED (Co. Regn No. 5086036)	C6010039
173	Dearlove Place, Hockerill Street, Bishop's Stortford	HD462307	Fairhold Mercury Limited (Co. No 06753024)	98000464001
174	Land on the north-west side of Gateshead Road, Borehamwood	HD471330	Fairhold Mercury Limited (Co Regn. No. 06753024)	98000451001
175	42 To 86, Pinetree Court, Danestrete, Stevenage (SG1 1YJ)	HD483912	FAIRHOLD HOMES (NO.20) LIMITED (Co. Regn. No 5086036)	C6010004
176	702,704,706 and 708 St Albans Road (WD25 9RN) and 10 Holtsmere Close, Watford (WD25 9NQ)	HD71129	FAIRHOLD HOMES (NO 20) LIMITED (Co Regn. No 5086036)	C6010002
177	Telephone House, 70 High Street, Southampton (SO14 2NW).	HP656618	Fairhold Mercury Limited (Co Regn No 06753024)	98000002001
178	Land on the north side of Woodland Walk, Aldershot	HP663301	Ramvel Limited (Co Regn No 06703206)	92000728001
179	1 to 12, 14 and 15 Admiral House, 1 St Georges Walk, Gosport (PO12 1FS)	HP664149	Flambayor Limited (Co. No 6393207)	73000421001
180	1-10 Penny Court, Southampton Road, Poulner, Ringwood (BH24 1JH)	HP693172	Freehold Properties 32 Limited (Co No 05842899)	76000017001
181	Land at White Star Place, Carpathia Drive and Clench Street, Southampton	HP707925	Rosieb Limited (Co. No. 04533342)	77000411025
182	Lordsdale Court, Dale Road, Shirley, Southampton (SO16 6QF).	HP712895	Ramvel Limited (Co. No 06703206)	92000050001
183	Land on the north side of Appleton Drive, Basingstoke (RG24 9RX)	HP720827	Fairhold Mercury Limited (Co. Regn. No. 06753024)	98000453001
184	Land at Mallory Road, Basingstoke (RG24 9GB)	HP758913	Fairhold Leda Limited (Co No. 08129460)	E6010006001

185	Prospect House, Barnby Road, Pocklington (VO42 2DP).	H527929	Ramvel Limited (Co No 6703206)	92000626001
186	Land at Studcross, Epworth, Doncaster	H5351711	Ramvel Limited (Co No. 6703206)	92000297001
187	General Hospital, Nelson Street, Hereford	HW148387	Clustead Limited (Co No 04735470)	78000363001
188	Land and buildings on the East side of Stone Place Road, Stone	K212905	Fairhold Mercury Limited (Co. No. 6753024)	98000450
189	Kings Mews, Crow Lane, Rochester (ME1 1RE)	K341691	Flambayor Limited (Co.No. 6393207)	73000001001
190	Land and buildings at Fairfield Square, Stuart Road, Gravesend (DA11 0DT).	K539274	Rosleb Limited (Co Regn No 4533342)	77000378001
191	Land and buildings on the south side of Medway Wharf Road, Tonbridge (TN9 1RE)	K699243	FAIRHOLD HOMES (NO.20) LIMITED (Co. Regn. No 5086036)	C6010003
192	1-37 (odd) Robinson Way, 1-5 (inclusive) Snowden Hill and 151 (inclusive) Phoenix Court, Black Eagle Drive, Northfleet, Gravesend.	K900565	Fairhold Mercury Limited (Co Regn. No 6753024)	98000419001
193	19, 20, 33 and 34 Vaughan Close, Dartford (DA1 2JD)	K935423	Flambayor Limited (Co No. 06393207)	73000017001
194	Malin House, Rivermead, St Marys Island, Chatham (ME4 3AB)	K938018	Ramvel Limited (Co. No 6703206)	92000373001
195	land at Little Burton Farm, Richmond Meech Drive, Ashford	K945497	Rosleb Limited (Co No. 04533342)	77000379001
196	1-19 (inc), Merlin Court, Waterstone Way, Stone, Dartford (DA9 9TB).	K950523	Ramvel Limited (Co Regn. No. 06703206)	92000642001
197	71, 73, 75 and, 77 Albion Way, Edenbridge and carpports (TN8 6JQ)	K951213	Ramvel Limited (Co No 06703206)	92000652001
198	6, 8, 10, 28 and, 30 Albion Way, Edenbridge and carpports (TN8 6UJ).	K951227	Ramvel Limited (Co No. 06703206)	92000647001
199	Land adjoining Holmes Court, Medway Wharf Road, Tonbridge	K953692	Fairhold Homes (No 20) Limited (Co No 5086036)	K953692
200	Flats 1-54 (incl) Redwing Crescent, Waterstone Park, Stone, Dartford	K954239	Ramvel Limited (Co.No 6703206)	92000644
201	Flats 7, 9 and 11 Sandling Way, 1, 3, 17 and 19 Brambling Close, Dartford, garages 277, 278, 280, 298, 299, 355, 356, 357, 377 and parking spaces 299 and 356	K956636	Fairhold Mercury Limited (Co. No. 6753024)	98000427

202	1 to 94 (inclusive), Sandling Park, Sandling Lane, Maidstone (ME14 2NY)	K967509	Fairhold Mercury Limited (Co No 06753024)	98000412001
203	5 to 21 (odd) Alders Court, Oldham.	LA15373	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000261001
204	Grosvenor Garage, Burnage Lane (M19 2HZ)	LA183044	FAIRHOLD HOMES (NO.20) LIMITED (Co Regn. No. 5086036)	C6010038
205	Stamford House, 1, 5, 7 Stamford Street and 2 and 4 Currier Lane.	LA358336	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000264001
206	Land on the South East side of Woodlands Road, Ansdell.	LA527707	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000265001
207	25 to 32 (inclusive) Albion Fold, Droylsden, Manchester.	LA5312	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000273001
208	Croft House, Grosvenor Road, Poulton le Fylde.	LA582015	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000266001
209	1 to 12 Grosvenor Court, Ellerbeck Road, Thornton Cleveleys.	LA611234	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000268001
210	15-53 (odd) and 57-71 (odd), Fieldfare Way, and 1-4, 6-8, 10, 12, 14, 16-21, 23, 24, 26, 28, 30 Brambling Drive, Bacup (OL13 9QJ)	LAN143593	Fairhold Leda Limited (Co No 08129460)	E6010010001
211	74 to 96 (even), Great Park Drive, Leyland and parking spaces (PR25 3UP)	LAN45794	Freehold Properties 32 Limited (Co. Regn. No. 05842899)	76000023
212	Land and buildings at New Street, Eccleston, Chorley (PR7 5TW)	LAN90943	Fairhold Mercury Limited (Co No 06753024)	98000291001
213	land on the north side of Swallows Court, Pool Close, Spalding (PE11 1GZ)	LL290688	FAIRHOLD HOMES (NO.20) LIMITED (Co Regn No 5086036)	C6010040
214	Land on the North east side of Huntingtower Road, Grantham	LL304404	FAIRHOLD PROPERTIES NO 8 LIMITED (Co Regn No 6703221)	93000023
215	Land on the north side of Fulmen Close, Lincoln and land on the south side of Fulmen Close, Lincoln	LL304736	Ramvel Limited (Co.No. 6703206)	92000375
216	29/35 Long Lane, London (SE1 4PL)	LN214982	Rosleb Limited ( Co. No. 04533342)	77000353001
217	Land on the north side of 264 Weiford Road, Leicester (LE2 6BD)	LT10939	Ramvel Limited (Co Regn No 6703206)	92000633001



218	20 Western Road, Leicester (LE3 0GA)	LT15932	Ramvel Limited (Co. Regn. No. 06703206)	LT15932
219	22 to 32 (even) Western Road, Leicester (LE3 0GD).	LT329043	Ramvel Limited (Co. Regn No. 6703206)	92000628001
220	Premier Works, West Street Open, Leicester	LT354297	Ramvel Limited (Co. Regn No. 6703206)	92000628001
221	Stoneleigh, 24 Knighton Park Road, Leicester (LE2 1ZA)	LT365469	Ramvel Limited (Co. Regn No. 6703206)	92000632001
222	151, Pegnet Street, Loughborough (LE11 5DU)	LT401316	Ramvel Limited (Co. No. 6703206)	9200051001
223	Land lying to the south of Pochins Bridge Road, Wigston	LT408033	Christead Limited (Co. Regn No. 04735470)	78000009001
224	Land lying to the south of Pochins Bridge Road, Wigston.	LT408047	Christead Limited (Co. Regn No. 04735470)	78000008001
225	1-6 (inclusive), The Pines, Bushby (LE7 9RX).	LT409154	Flambayor Limited (Co. No. 06393207)	73000038
226	Fount Court, Market Harborough (LE16 9GF).	LT413494	Rosleb Limited (Co. No. 4533342)	77000582001
227	The Hawthorns, North Hamilton.	LT413495	Rosleb Limited (Co. No. 4533342)	77000583001
228	Land at the north side of Charlestown Road, Manchester	MAN115713	Christead Limited (Co. Regn. No. 04735470)	78000013001
229	Land on the south side of Devonshire Road, Worsley. Manchester	MAN115714	Christead Limited (Co. No. 04735470)	78000294017
230	Land on the lying to the east of Woodhouse Lane, Wythenshawe, Manchester	MAN115715	Christead Limited (Co. No. 04735470)	78000197001
231	1 to 93 (odd) and 2-16 (even) Stott Wharf, Leigh (WN7 2ER)	MAN120376	Flambayor Limited (Co. No. 06393207)	73000427001
232	Land at Gas Street, Liverpool Road and Woodcock Drive, Platt Bridge, Wigan	MAN125916	Rosleb Limited (Co. No. 04533342)	77000122001
233	Land adjoining 27 Higher Hillgate, Stockport	MAN131740	Flambayor Limited (Co. Regn. No. 06393207)	73000344001
234	4 to 18 (even) and 24 to 28 (even) Spring Thyme Fold, Littleborough (OL15 8DJ)	MAN131742	Flambayor Limited (Co. Regn No. 06393207)	73000292
235	2, 4, 6 and part of, 8 Grove Road, Millwood, Staleybridge SK15 3BE	MAN137374	Ramvel Limited (Co. Regn. No. 6703206)	92000032001

236	1-31 (odd), 35-51 (odd), 2-46 (even) and 206-208 Manchester Road, Waters Reach, Mossley, Ashton-Under- Lyne, Lancs (OL5 9FG).	MAN137809	Ramvel Limited (Co No 06703206)	92000060001
237	8 Nithe Walk, 6,27 and 111 Kingsbury Close and 102 Hartford Drive, Tottington, Bury.	MAN138025	Flambayor Limited (Co. Regn No. 06393207)	73000440001
238	82 to 86 (even) Featherstall Road 7 to 17(odd) Whitelees Road, and 1, 2, 3, 7, 11, 15, 20, 22, 23, 29, 31, 34, 36, 38, 40 & 54 Spring Thyme Fold, Littleborough (OL15 8D)	MAN138026	Flambayor Limited (Co. Regn. No 06393207)	73000273001
239	Land and buildings at George Street, Rochdale (OL16 2RR)	MAN138027	Flambayor Limited (Co. Regn No 06393207)	73000224001
240	36 to 42 (even) and 43 to 49 (odd) Waterslea, Eccles (M30 OSR).	MAN139814	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000277001
241	Land lying to the east of Fieldfare Way, Ashton-Under-Lyne	MAN139912	Fairhold Mercury Limited (Co. Regn. No 6753024)	98000262001
242	1 to 5 (inclusive), 11 to 31 (inclusive), 42 to 58 (inclusive) and Parts of 59 to 66 (inclusive) Windmill Close and 29 to 33 (odd) Jones Street, Royton, Oldham (OL2 5FH)	MAN145025	Fairhold Mercury Limited (Co. No. 6753024)	98000353001
243	12 to 26 (even) Langland Close, Levenshulme, Manchester (M19 3YN)	MAN146547	Fairhold Mercury Limited (Co. Regn. No 6753024)	98000275001
244	Land on the north side of Butts Street, Leigh	MAN16254	Rosleb Limited (Co No. 04533342)	77000099001
245	1-12, 14-41, The Thistle House, Bramble Court, Millbrook, Stalybridge SK15 3BG	MAN167382	Fairhold Mercury Limited (Co. Regn. No 06753024)	98000400001
246	Land on the south side of Chorley New Road, Bolton	MAN16987	Rosleb Limited ( Co. No. 04533342)	77000081001
247	1 to 6 (inclusive) Edgworth Row, Stansfield Road, Hyde, (SK14 4BA)	MAN18383	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000039001
248	The Samuel Webster Public House, Redhouse Lane, Bredbury, Stockport (SK6 2JG)	MAN23095	Chichester Freeholds Limited (Co No 05672316)	79000010013
249	Land on the north side of Southway, Ashton-under-Lyne, Lancashire.	MAN25159	Fairhold Mercury Limited (Co. Regn No. 6753024)	98000028001
250	Land adjoining 72 Downshaw Road, Ashton under Lyne	MAN49515	Fairhold Mercury Limited (Co. Regn. No. 6753024)	98000026001

251	145-153 (odd) Market Street, 1-11 (odd) and 15 and 17 Inwell Place, part of 14 Inwell Place, 16-24 (even) Inwell Place 1-31 Fletcher Court, and 1-12 Mill Court Drive, and part of 14-19 Mill Court Drive, Radcliffe, Bolton.	MAN51580	Chichester Freeholds Limited (Co No. 5672316)	79000048001
252	Car parking spaces associated with Gladstone Mill, Warrington Street, Stalybridge	MAN57576	Chichester Freeholds Limited (Co. Regn No. 5672316)	MAN57576
253	12-34 (even) Baldwins Close, Royton, Oldham, (OL2 5FG)	MAN57902	Chichester Freeholds Limited (Co No 05672316)	79000045001
254	2-10 (even), 19 and 25 Baldwins Close, Royton, Oldham (OL2 5FG)	MAN57904	Chichester Freeholds Limited (Co. No. 05672316)	79000073001
255	12a - 24, Chamberlain Gardens, Redhouse Lane, Bredbury, Stockport (SK6 1BR)	MAN66253	Chichester Freeholds Limited (Co Regn No. 5672316)	79000010001
256	Land on the north east side of Warrington Street, Stalybridge.	MAN697	Chichester Freeholds Limited (Co. No. 05672316)	79000014001
257	Apartments 1-12 (inclusive), Hastings House, 33 Wellington Road, Timperley, Altrincham and car parking spaces (WA15 7RD)	MAN73766	Freehold Properties 32 Limited (Co. No. 05842899)	76000012001
258	Apartments 1-4, Block 20, Larke Rise, Didsbury, Manchester (M20 2UL).	MAN73984	Freehold Properties 32 Limited (Co Regn No 05842899)	76000022
259	Land and buildings at Stonedlough Rise, Radcliffe, Manchester.	MAN75063	Chichester Freeholds Limited (Co No 5672316)	79000013001
260	3 to 9 (odd), 17, 21, 27 to 49 (odd) and 36 to 66 (even) Baldwins Close, Royton	MAN76249	Chichester Freeholds Limited (Co. Regn. No. 5672316)	79000035001
261	Land and buildings lying to the north of Ringley Road, Kearsley	MAN95540	Chichester Freeholds Limited (Co Regn. No 5672316)	79000013
262	18 to 24 (even numbers) The Kings Gap, Hoylake, (CH47 1HF)	MS215915	FAIRHOLD HOMES (NO.20) LIMITED (Co. Regn. No. 5086036)	C6010001
263	Carlott View, St Marys Road, Garston, Liverpool	MS333118	Fairhold Mercury Limited (Co No. 6753024)	98000463001

264	Land on the east side of Rice Lane, Liverpool L9 2RE	MS453867	Ramvel Limited (Co Regn No 06703206)	92000712001
265	Land on the south west side of Quernmore Road, Liverpool.	MS489800	Ramvel Limited (Co No 06703206)	92000539001
266	Land on the east side of Kenbury Road, Kirkby.	MS489997	Ramvel Limited (Co No 06703206)	92000530001
267	Land on the north side of Brook Hey Drive, Northwood.	MS490000	Ramvel Limited (Co No 06703206)	92000533001
268	Apartments 1 to 12 and 12a, Mulberry Lodge, Huyton Lane, Huyton, Liverpool (L36 7XD)	MS498335	Fairhold Mercury Limited (Co. No 6753024)	98000406001
269	land lying to the south of Knowsley Road, St Helens	MS504708	Rosleb Limited (Co. Regn. No. 04533342)	MS504708
270	Land on the North East side of Quernmore Road, Kirkby.	MS526886	Ramvel Limited (Co. No. 06703206)	92000547001
271	1 to 11 (odd) and 15 to 43 (odd) Charnley Drive, Wavertree, Liverpool (L15 6WA).	MS559719	Flambayor Limited (Co.No 06393207)	73000350
272	2 to 12 (even) Marnwood Walk, 2A and 2, 16A 16B and 16C Wervin Road, 1A and 1, 15A, 15B and 15C, 22, 22A 24 and 24A Overton Close, 8 and 9 Springvale Close, 7 to 12 (inc) Wood Close, and 1, 2, 8 and 9 Bracken Walk, Liverpool.	MS559722	Flambayor Limited (Co.No 06393207)	73000309001
273	1 to 11 (odd) and 15 to 29 (odd) Wervin Road and 12 and 14 James Holt Avenue, Liverpool.	MS559723	Flambayor Limited (Co No 06393207)	73000304001
274	49 and 51 and 55 to 63 (odd), Parade Crescent, Speke, Liverpool (L24 2RB)	MS562020	Ramvel Limited (Co. No 06703206)	92000523001
275	10, 14, 95, 93, 71 Charnley Drive, Wavertree, Liverpool	MS562347	Flambayor Limited (Co No 06393207)	73000345001
276	60b James Holt Avenue, 1 & 2 Downgreen Close and 17a and 17c Overton Close, Liverpool	MS562349	Flambayor Limited (Co.No 06393207)	73000301
277	Apartment Block, Lower Hall Street, St Helens (WA10 1GD).	MS565914	Fairhold Mercury Limited (Co. Regn. No. 06753024)	98000429001
278	Apartment Block, Lower Hall Street, St Helens	MS565924	Fairhold Mercury Limited (Co No. 6753024)	98000429

279	Land on the south side of Knowsley Road, St Helens.	MS5702	Rosleb Limited (Co. No. 4533342)	77000412001
280	20-31 (inc), Clements Way, Kirkby, Liverpool (L33 4BD)	MS570718	Fairhold Mercury Limited (Co. Regn No. 6753024)	98000469001
281	Land and buildings on the East side of Rice Lane, Walton	MS7676	Ramvel Limited (Co. Regn. No. 06703206)	92000712001
282	Land at Sandringham Drive, Blyth	ND161673	Ramvel Limited (Co. Regn. No. 06703206)	92000718001
283	Land and buildings at Seafield Mews, Links Road, Seaton Sluice.	ND82937	Rosleb Limited (Co. No. 04533342)	77000319001
284	Bryant Court, 278 The Vale, London (W3 7JT).	NGL186964	Citistead Limited (Co. No. 04735470)	78000002001
285	85 to 91 (odd) Abbey Road, London (NW8 0AG)	NGL206271	Trinity Green Reversion Limited (Co. No. 02413181)	740000001001
286	Norway Wharf, 640 Commercial Road, London (E14 7HT).	NGL253094	Flambayor Limited (Co. No. 6393207)	73000418003
287	Joel House, 35 Oval Road, London (NW1 7EA)	NGL28041	Ramvel Limited (Co. No. 6703206)	92000637
288	Manor Lodge, 223 Willesden Lane, Willesden (NW2 5RJ)	NGL615099	Citistead Limited (Co. No. 04735470)	78000404001
289	Granby Court, Rosslyn Crescent, Harrow (HA1 1WY)	NGL869890	Chichester Freeholds Limited (Co. No. 05672316)	790000055001
290	Land and buildings on the North side of Stonegate Street, King's Lynn.	NK154589	Freehold Properties 32 Limited (Co. No. 05842899)	760000002004
291	Land associated with 7 Allinson Court, Stonegate Street, King's Lynn (PE30 5EF).	NK203475	Freehold Properties 32 Limited (Co. No. 05842899)	760000002004
292	Land on the west side of Tower Place, King's Lynn.	NK312607	Freehold Properties 32 Limited (Co. Regn No. 05842899)	NK312607
293	Land on the south side of Grove Lane, Holt	NK356796	FAIRHOLD HOMES (NO.20) LIMITED (Co. Regn. No. 5086036)	C6010008
294	Land at Lancaster Avenue, Watton, Thetford (IP25 6GW)	NK368684	Hadham Securities 6 Limited (Co. Regn No. 06393118)	810000001001
295	Land on the north side of Briar Road, Hethersett, Norwich	NK371175	Citistead Limited (Co. Regn. No. 04735470)	780000007001
296	32 to 48 (evens), Bellway Close, Kettering	NN287650	Rosleb Limited (Co. No. 04533342)	770000005001

297	Land on the south side of Old Towcester Road, Northampton	NN287651	Rosleb Limited (Co. No. 04533342)	77000004001
298	46 and 48 Farnborough Drive, Daventry, (NN11 8AL)	NN291348	FAIRHOLD PROPERTIES NO. 8 LIMITED (Co. Regn. No. 6703221)	930000032
299	Land at Leonard Street, Bulwell	NT399694	Citistead Limited (Co. No. 04735470)	78000006001
300	Land adjoining the east side of Lincoln Road, Newark.	NT401599	Citistead Limited (Co. No. 04735470)	78000005001
301	Land on the South side of New Road, Radford, Nottingham.	NT410657	Citistead Limited (Co. No. 04735470)	78000012001
302	26, 28, 30, 35 and 37 Scholars Way, Mansfield NG18 4YT	NT442062	Citistead Limited (Co. Regn. No. 04735470)	780000370001
303	3 to 5 Amethyst Gardens, Mansfield; 2 to 6 (even) Berkeley Road; 12 to 14 (even) Berkeley Road, Mansfield; 1 to 11 (odd) Calngorm Drive, Mansfield, 29 to 39 (odd) Kings Stand, Mansfield; 75 to 85 (odd) Kings Stand, Mansfield; 16 to 28 (even) Ruby Way; 37 to 53 (odd) Ruby Way, 15 Sandmartins Close, Mansfield; 39 and 41 Scholars Way, Mansfield; 61 to 67 (odd) Scholars Way, Mansfield, 2 and 4 Topaz Grove; 14 to 24 (even) Topaz Grove, 2 and 4 White Rose Avenue; 1 to 11 (odd) Sandmartins Close, Mansfield, 37 and 47 Black Rock Way, Mansfield, and Garages belonging to 5, 9 and 15 Sandmartins Close, Mansfield	NT442063	Citistead Limited (Co. Regn. No. 04735470)	780000381
304	12, 14 and 16 Dewberry Gardens, 11, 15 and 17 Saffron Street, 36, 38 and 40 Siena Gardens, Forest Town, Mansfield	NT442140	Citistead Limited (Co. Regn. No. 04735470)	780000368001
305	2 to 28 (evens) Shaw Road, Chilwell, Beeston, Nottingham, 2 to 20 (evens) Johnson Way, Chilwell, Beeston, Nottingham and 1 to 34 Thomson Court, Chilwell, Beeston, Nottingham	NT447974	Rosleb Limited (Co. No. 04533342)	77000001001
306	Lying to the east of Portland Road, Hucknall	NT453710	FAIRHOLD PROPERTIES NO. 8 LIMITED (Co. Regn. No. 6703221)	930000017

307	land on the East and West sides of Walnut Gardens, Station Road, East Leake, Loughborough (LE12 6HW)	NT455713	FAIRHOLD PROPERTIES NO 9 LIMITED (Co. Regn. No 6753036)	A2010001
308	23-29 (Odd) Deane Road, Nottingham (NG11 7GD), 19-29 (odd) Wakefield Close, Nottingham (NG11 7HB), 9-11 (odd) and 15-21 (odd) Wilberforce Road, Nottingham (NG11 7GU)	NT493756	Fairhold Leda Limited (Co. No 08129460)	E6010007001
309	308 Tadcaster Road, York (YO24 1HF)	NYK151312	Ramvel Limited (Co. No. 06703206)	92000627001
310	Car parking spaces at 310 Tadcaster Road, York.	NYK301580	Ramvel Limited (Co Regn No 06703206)	NYK301580
311	Land at Jubilee Terrace, York (YO26 4YZ).	NYK302642	Ramvel Limited (Co. No. 06703206)	92000625001
312	Land and buildings on the north side of the Horseshoe Close and land and buildings on the north west side of Ayr Avenue, Colburn, Catterick Garrison	NYK340482	Freehold Properties 32 Limited (Co No. 05842899)	760000006001
313	Flats 23 - 27 (odd) and 35 - 39 (odd) Ashfield Grange, Oakfield Lane, Hemmingbrough	NYK355101	Flambayor Limited (Co. Regn. No. 06393207)	73000002001
314	10-32 (even) Sycamore Avenue, Eggborough, Goole (DN14 0WU) and 19, 21, 25 and 27 Chestnut Drive, Eggborough, Goole (DN14 0WT)	NYK355102	Flambayor Limited (Co. Regn No. 06393207)	730000006001
315	Flats 4-6 and 11-22 (inclusive) Clark Beck Close, Pannal	NYK355104	Flambayor Limited (Co No 06393207)	73000012001
316	Land and buildings on the west side of Osbaldwick Link Road, Off Hull Road, York	NYK91360	Citstead Limited (Co Regn. No 04735470)	78000398006
317	Land and buildings on the west side of Paradise Street, Oxford side of Paradise Street, Oxford	ON11420	Rosleb Limited (Co Regn. No 4533342)	77000339001
318	Hanwell Fields, Banbury	ON280897	Rosleb Limited (Co. No. 04533342)	77000334001
319	Block A, The Riverside Collection, Thames View, Abingdon.	ON284245	FAIRHOLD PROPERTIES NO 8 LIMITED (Co Regn. No. 6703221)	930000033
320	Block B & D, Riverside Collection, Thames View, Abingdon	ON288127	FAIRHOLD PROPERTIES NO 9 LIMITED (Co. Regn No 6753036)	A2010006
321	Block O The Riverside Collection, 117-121, Thames View, Abingdon, (OX143ZD)	ON288128	FAIRHOLD PROPERTIES NO 9 LIMITED (Co Regn No 6753036)	A2010008

322	1 to 21 Whitebeam Court, Didcot (OX11 6BY)	ON315892	BLANCO ESTATES LIMITED (Co Regn No 08252333)	F2010002
323	61 Mill Street, Wantage (OX12 9AN)	ON46405	FAIRHOLD PROPERTIES NO. 8 LIMITED (Co Regn. No. 6703221)	93000039
324	Land and Buildings on the South Side of Shelton New Road	SF307484	Fairhold Mercury Limited (Co. Regn. No 06753024)	98000475001
325	Millfield House, Colehill, Road, Fazeley, Tamworth (B78 3RL)	SF343043	FAIRHOLD PROPERTIES NO. 8 LIMITED (Co Regn No 6703221)	93000001
326	Land on the South East side of Derby Street, Burton on Trent	SF412072	Citistead Limited (Co. Regn. No. 04735470)	78000409001
327	Land on the east side of Chesterfield Road, Lichfield.	SF492502	Citistead Limited (Co No.04735470)	78000298009
328	23-34 Marina View, Fazeley, Tamworth (B78 3BF)	SF536435	Fairhold Properties No 4 Limited (Co No 6371574)	P7000013001
329	Briarswood, Halls Road, Biddulph	SF544597	Rosieb Limited (Co No 04533342)	77000020001
330	Block 2 14 to 31 Penstock Drive and Block 7 1 to 16 Tattershall Court, Stoke-On-Trent (ST4 7GF)	SF550573	Ramvel Limited (Co.No. 6703206)	920000025
331	52-85 Hartley Court, Stoke-on-Trent (ST4 7GG)	SF554837	Fairhold Mercury Limited (Co. Regn. No 06753024)	98000411001
332	390 London Road, Croydon (CR0 2SW)	SGL247420	FAIRHOLD PROPERTIES NO. 8 LIMITED (Co Regn No. 6703221)	930000040
333	140-144 Southwark Bridge Road, London and land adjoining.	SGL274301	Ramvel Limited (Co No 06703206)	92000659001
334	Northpoint, Sherman Road, Bromley (BR1 3JN)	SGL582740	Citistead Limited (Co No. 04735470)	78000405049
335	1-19 Colborne Court, 139 High Path, London SW19 2JX	SGL678168	Chichester Freeholds Limited (Co No. 05672316)	79000064001
336	James Dixon Primary School, Anerley Park, London (SE20 8NE)	SGL685594	Ramvel Limited (Co. Regn. No. 06703206)	92000719001
337	The Pavilion, Masons Hill, Bromley (BR2 9GW)	SGL695162	Fairhold Properties No 4 Limited (Co No. 6371574)	P7000014001
338	1 and 3 Bewley Street, London (SW19 1XE) and 5 and 7 Bewley Street, London (SW19 1XF)	SGL696132	Citistead Limited (Co Regn No 04735470)	78000400002



339	1-13 and 67-79 Talehangers Close, Bexleyheath DA6 8AE	SGL705341	Ramvel Limited (Co. Regn. No 6703206)	92000640001
340	15-44 Talehangers Close, Bexleyheath DA6 8AE	SGL711123	Fairhold Mercury Limited (Co Regn. No 06753024)	98000459001
341	124 Sea Front, Hayling Island (PO11 9HW)	SH21937	FAIRHOLD HOMES (NO 20) LIMITED (Co. Regn. No 5086036)	C6010042
342	land and buildings at Elm Grove, Ipswich	SK308560	Rosleb Limited (Co No 04533342)	77000009001
343	162-172 (even), Kittiwake Court, Stowmarket IP14 5GS	SK320138	Fairhold Mercury Limited (Co. Regn. No. 06753024)	98000465001
344	114 To 136 (even), Kittiwake Court, Stowmarket IP14 5GS	SK320139	Fairhold Mercury Limited (Co Regn. No 06753024)	98000466001
345	Land and buildings on the North-West side of Wolsey Street, Ipswich	SK93466	FAIRHOLD PROPERTIES NO. 9 LIMITED (Co. Regn No. 6753036)	A2010010
346	land and buildings at Underhill Street, Bridgnorth.	SL146103	FAIRHOLD HOMES (NO.20) LIMITED (Co Regn No. 5086036)	C6010034
347	land on the South side of Pier Road, Portishead	ST200310	Annanbury Limited (Co. Regn. No. 06889300)	E9010026001
348	Phase 13 Port Marine, Portishead, Bristol	ST275358	FAIRHOLD PROPERTIES NO 8 LIMITED (Co Regn No. 6703221)	93000034
349	Phase 16, Port Marine, Lower Burlington	ST278726	FAIRHOLD PROPERTIES NO 9 LIMITED (Co. Regn. No 6753036)	A2010002
350	Land on the north-west side of Lower Burlington Road, Portishead, Bristol	ST312460	Annanbury Limited (Co. Regn. No 06889300)	E9010022001
351	14 Lovelace Gardens, Surbiton (KT6 6SD)	SY150091	Flambayor Limited (Co. No. 06593207)	73000036001
352	545 Limpsfield Road, Warlingham (CR6 9DX)	SY244509	FAIRHOLD HOMES (NO 20) LIMITED (Co Regn. No. 5086026)	C6010012
353	Land on the east side of Chertsey Road, Woking	SV413586	Rosleb Limited (Co No. 04533342)	77000360002
354	land on the north side of Prices Lane, Reigate	SV436269	FAIRHOLD HOMES (NO.20) LIMITED (Co Regn No 5086036)	C6010013
355	Land lying to the south of London Road, Camberley	SV684758	Citistead Limited (Co.No. 04735470)	78000001001
356	65 Maybury Road, Woking (GU21 5JD)	SV717831	Freehold Properties 32 Limited (Co No 05842899)	760000018001

357	Land on the south east side of Broadway, Knapthill	SY724828	Rosleb Limited (Co No. 04533342)	77000363001
358	Land on the north west side of Walton Road, Woking (GU21 5DL).	SY725609	Rosleb Limited (Co. Regn No. 4533342)	77000358001
359	Aspen House, East Parkside, Warringham	SY778758	Ramvel Limited (Co Regn No 06703206)	92000639001
360	Land at St Annes Drive, Redhill	SY815784	Annanbury Limited (Co Regn No 06889300)	E9010001012
361	land and buildings lying to the East of St Annes Drive North, Redhill	SY817793	Annanbury Limited (Co Regn. No. 06889300)	E9010009021
362	Florence Court, Florence Way, Knapthill, Woking	SY822217	Annanbury Limited (Co. Regn. No. 06889300)	E9010025001
363	49-96 Sundeala Close, Sunbury-On-Thames (TW16 5BE)	SY824451	Litdieblade Investment Properties Limited (Co Regn No 8768477)	F1010020
364	Land on the north west side of Victoria Way, Woking	SY89348	Rosleb Limited (Co Regn. No 4533342)	77000368001
365	142 Chelsea Road, Sheffield (S11 9BN)	SYK334600	Freehold Properties 32 Limited (Co No 05842899)	76000005001
366	Land on the north west side of Holywell Road, Wincobank	SYK353724	Ramvel Limited (Co No 6703206)	92000711001
367	Land and buildings on the south west side of Middlewood Road, Sheffield	SYK423777	Cristead Limited (Co. No 04735470)	78000394001
368	Butcher Works, Arundel Street, Sheffield (S1 2NS)	SYK491587	Ramvel Limited (Co No 06703206)	92000582001
369	Butcher Works, 72 Arundel Street, Sheffield (S1 2NS)	SYK493106	Ramvel Limited (Co No. 6703206)	92000575001
370	19-37 (odd) Loscoe Grove, 24 and 26 Loscoe Grove, 34-38 (even) and 67 and 69 Lawnwood Drive, Goldthorpe	SYK551565	Flambayor Limited (Co. Regn. No. 06393207)	73000003001
371	Flats 6-28 (even) Parkland View, 1-12 and 14-25 (inclusive) and 27-49 (odd) Valley Grove, Lundwood	SYK551566	Flambayor Limited (Co Regn No 06393207)	73000003001
372	Flats 172-196 (even) Norcroft Green, Woodhouse Lane, Beighton (S20 1DE)	SYK551567	Flambayor Limited (Co Regn No 06393207)	73000011001
373	land and buildings at Herons Reach, Barnsley	SYK557335	Rosleb Limited (Co. No. 04533342)	77000570001
374	1-11 and 15-25 (odd) Elderberry Close, Scholes, Rotherham (S61 2NZ)	SYK562076	Ramvel Limited (Co Regn. No. 06703206)	92000638001

375	Land on the North side of Stoops Lane, Bessacarr, Doncaster	SYK563957	Ramvel Limited (Co. No. 6703206)	92000108001
376	Two Eleven, Ecclesall Road, Sheffield	SYK565228	Ramvel Limited (Co. No. 6703206)	92000583001
377	78 Meadowcourt Road, London (SE3 9DY)	TGL218113	Citistead Limited (Co. No. 04735470)	78000358001
378	Effra Primary School, Effra Parade, London (SW2 1PL)	TGL222957	Rosleb Limited (Co. No. 04533342)	77000577001
379	31-35 East Dulwich Road, London (SE22 9AN).	TGL226858	Citistead Limited (Co. No. 04735470)	78000343001
380	John Milton Primary School, Sleaford Street, London (SW8 SAH)	TGL248073	Ramvel Limited (Co. No. 06703206)	92000656001
381	Land lying to the North of Calypso Crescent, London	TGL265264	Citistead Limited (Co. No. 04735470)	78000344001
382	Land at 1-12 (odd) Shorncliffe Road and 14-38 Albany Road, London.	TGL305458	Flambayor Limited (Co. Regn. No. 06393207)	TGL305458
383	Block 2, Flats 9-16 Riddell Court, 20 Albany Road, London (SE5 0DS)	TGL305461	Flambayor Limited (Co. Regn. No. 06393207)	73000353001
384	Block 3, Flats 17-26 Riddell Court, 20 Albany Road, London (SE5 0DS)	TGL305462	Flambayor Limited (Co. Regn. No. 06393207)	73000353
385	100 Green Lane, Morden (SM4 6SE)	TGL71394	Annanbury Limited (Co. Regn. No. 06889300)	E9010033001
386	1-4 (inclusive), 6-53 (inclusive), 60-67 and 70-79 (inclusive) and 81-87 (inclusive) Addison Road (TN2 3GG) and parking spaces, 1-25 (inclusive) and 26-53 (inclusive) Queripel Close (TN2 3GH), 23-28 Connaught Park (TN2 3RF) and parking spaces, and 2-15 (inclusive) Dougall Close, Tunbridge Wells (TN2 3GN).	TT13111	Littleblade Investment Properties Limited (Co. Regn. No. 8768477)	F1010001
387	Clarinda House, Clovelly Place, Greenhithe (DA9 9FB) and Bessborough House, Carmichael Avenue, Greenhithe (DA9 9FF).	TT24576	Littleblade Investment Properties Limited (Co. Regn. No. 8768477)	F1010005
388	1 and 2 Cresswell Villas, Sunderland (SR2 7NP)	TY187004	Citistead Limited (Co. No. 04735470)	78000340001
389	land on the north side of Benton Road, West Allotment, Newcastle-upon-Tyne	TY452664	Rosleb Limited (Co. No. 04533342)	77000218001
390	Land and buildings at the Laurels Newlands Avenue, Whitby Bay (NE25 9DU)	TY461662	Freehold Properties 32 Limited (Co. No. 05842899)	76000010001

391	Fairway Court, Willbrook House and Kenilworth House Pipewellgate	TY473683	Rosieb Limited (Co No. 04533342)	77000315001
392	Greystoke, Sunderland	TY473685	Rosieb Limited (Co. No. 04533342)	77000137001
393	Northumberland Park, Shiremoor	TY473687	Rosieb Limited (Co No. 04533342)	77000223001
394	land and buildings at Heathfield, West Allotment, Newcastle Upon Tyne	TY479425	Rosieb Limited (Co. No. 04533342)	77000309001
395	2-28 Dukesfield, Shiremoor, Newcastle Upon Tyne (NE27 0EZ)	TY482788	Fairhold Mercury Limited (Co. No. 06753024)	98000456002
396	143-177 Dukesfield, Shiremoor (NE27 0DS)	TY483516	Fairhold Mercury Limited (Co No. 06753024)	98000458002
397	Summerfields, 50 Sketty Road, Swansea (SA2 0LH)	WA242942	FAIRHOLD HOMES (NO.20) LIMITED (Co. Regn. No. 5086036)	C6010037
398	Land and buildings on the East side of Lloyd George Avenue, Cardiff	WA963876	Citistead Limited (Co No. 04735470)	78000366001
399	Land on the south side of Trent Road, Nuneaton	WK373941	Fairhold Mercury Limited (Co No 06753024)	98000424028
400	Land at Bread and Meat Close, Warwick	WK417960	Citistead Limited (Co Regn. No. 04735470)	78000374040
401	Land on the west side of Cape Road, Warwick	WK423347	Citistead Limited (Co. No. 04735470)	78000375017
402	Land at Oaklands Park, Phase 2 Cotton Park, Rugby (CV23 0GX)	WK440532	Fairhold Properties No 4 Limited (Co No 6371574)	P7000001
403	12-40 The Waterfront, Exhall, Coventry and parking spaces (CV7 9JH)	WK440710	Fairhold Properties No 4 Limited (Co.No. 6371574)	P7000004001
404	1 Mimosa Close, 28 & 29 Marigold Walk, 4 Poppy Close, 39 Water Lily Way, 13, 27 & 53 Wisteria Way and Flat 18 The Grange, Nuneaton	WK441455	Citistead Limited (Co. Regn No. 04735470)	78000310001
405	Land at The Coppice, Harris Drive, Rugby, (CV22 6DX)	WK447213	FAIRHOLD PROPERTIES NO 8 LIMITED (Co. Regn No. 6703221)	93000002
406	Land and buildings at Catesby Grange, Hillmorton Road, Rugby.	WK450123	Ramvel Limited (Co No. 06703206)	92000664001
407	30-41 and 48-57 Flaxdown Gardens, Rugby and Parking Spaces (CV23 0GX)	WK452352	FAIRHOLD PROPERTIES NO 8 LIMITED (Co Regn. No. 6703221)	93000060

408	55-61(Odds) Clopton Road, and 1-20 and 33-81 Huxley Court, Stratford-Upon-Avon (CV37 0BG)	WM454353	Fairhold Mercury Limited (Co No 6753024)	98000460026
409	The Club House, The Avenue, Whitley	WM137095	Citistead Limited (Co Regn. No. 04735470)	78000380001
410	Land and buildings on the north east side of Brickyard Road, Aldridge	WM14286	Rosleb Limited (Co No. 4533342)	77000562001
411	53 to 57 (odd numbers) Wake Green Road, Birmingham (BH13 9HW)	WM181667	Citistead Limited (Co Regn. No. 04735470)	78000376001
412	Albion Mills, Wolverhampton Street, Walsall.	WM24758	Ramvel Limited (Co. Regn No. 06703206)	92000609001
413	28 to 51 (inclusive) Bourne Street, Dudley (DY2 7AL)	WM411729	Ramvel Limited (Co No 06703206)	9200056011
414	136, 148, 158 and 160 Tythebarn Lane, Dickens Heath (B90 1PF)	WM499698	Citistead Limited (Co No. 04735470)	78000327001
415	Land on the East side of Hollybank Road, Kings Heath, Birmingham	WM529425	Ramvel Limited (Co. No 06703206)	92000713002
416	Land and buildings lying to the West side of Bristol Road South, Northfield, Birmingham	WM610510	Citistead Limited (Co. No. 04735470)	78000299001
417	Land and buildings lying to the north side of Wolverhampton Street, Walsall.	WM705488	Ramvel Limited (Co Regn. No 06703206)	92000609109
418	Land and buildings on the north side of Tythe Barn Lane, Dickens Heath, Solihull	WM796744	Citistead Limited (Co. No 04735470)	78000326001
419	Land on the West side of Eachelhurst Road, Sutton Coldfield (B76 1EP)	WM828751	Citistead Limited (Co. No. 04735470)	78000309001
420	Flats 1 to 16, St Marys House, 417 Broad Lane, Coventry (CV5 7AX)	WM828919	Ramvel Limited (Co No. 6703206)	92000057001
421	Jupiter (Phase 3), Sherborne Street, Birmingham.	WM921825	Flambayor Limited (Co No. 06393207)	73000021006
422	2 to 16 (Even), 9, 11, 15 to 51 (Odd) Bonnevill Close and 29 to 71 (Odd) Thunderbolt Way, Tipton (DY4 9SP)	WM924878	Citistead Limited (Co. Regn. No 04735470)	78000295001
423	Land on the West side of Lindsey Road, West Bromwich	WM925597	Citistead Limited (Co Regn. No 04735470)	78000318001

424	Allcott Grove, Chelmsley Wood, Birmingham	WN938440	Rosleb Limited (Co. Regn No. 04533342)	77000561
425	Flats 1-10 Chadwick House, Flats 1-12 Beacon House and Flats 1-12 Ashgrove House, Callowbrook Lane, Rubery, Birmingham	WR121288	Ramvel Limited (Co. No. 6703206)	92000052001
426	1 to 6, 22 to 28, 60 to 65, 115 to 122, Land on the West side of 80, Pitchcombe Close, Redditch and garages.	WR129764	Fairhold Mercury Limited (Co. Regn. No. 06753024)	98000455001
427	7 Somerton Road, Street (BA16 0DR)	WS42959	FAIRHOLD HOMES (NO 20) LIMITED (Co. Regn. No. 5086036)	C6010041
428	Chancery Park, Thorne Lane, Yeovil	WS48358	Rosleb Limited (Co. No. 04533342)	77000392001
429	Osterley House, Godwin Way, Horsham (RH13 6SQ).	WSX170908	Flambayor Limited (Co. No. 6393207)	73000359001
430	land at Kings Road, Horsham (RH13 5PR)	WSX308059	FAIRHOLD HOMES (NO 20) LIMITED (Co. Regn. No. 5086036)	C6010036
431	Restaurant and flats at Baltic Wharf, Pier Road, Littlehampton	WSX322572	Rosleb Limited (Co. No. 04533342)	77000362001
432	Windsor House, Princes Street, Swindon.	WT170455	Ramvel Limited (Co. Regn. No. 06703206)	92000724001
433	87-93 (odd) Meistock Road, Taw Hill, Swindon (SN25 1AB)	WT269166	Flambayor Limited (Co. Regn. No. 06393207)	73000028001
434	3 Alicia Close, Haydon End, Swindon (SN25 1XE)	WT280546	FAIRHOLD PROPERTIES NO 8 LIMITED (Co. Regn. No. 6703221)	93000049
435	Oxford Road Garage, lying on the north side of Oxford Road, Guiseley	WYK100131	FAIRHOLD HOMES (NO.20) LIMITED (Co. Regn. No. 5086036)	C6010006
436	Land and buildings lying to the east of Walton Lane, Wakefield	WYK204187	Freehold Properties 32 Limited (Co. No. 05842899)	76000008001
437	Land and buildings on the south side of Troy Road, Morley, Leeds.	WYK213558	Ramvel Limited (Co. No. 06703206)	92000028001
438	Rombold House, Crossbeck Road, Ilkley	WYK354033	Freehold Properties 32 Limited (Co. No. 05842899)	76000007001
439	Land at Oxford Avenue/Netherfield Road, Guiseley	WYK524820	Fairhold Homes (No 20) Limited (Co. No. 5086036)	C6010006

440	Woodway Hotel, Vesper Road, Leeds (LS5 3LJ).	WYK564342	Chichester Freeholds Limited (Co. No. 5672316)	79000068001
441	Land on the South side of Rodley Lane, Rodley	WYK565680	Ramvel Limited (Co. No. 06703206)	92000027001
442	Land at Upper Wortley Road, Upper Wortley	WYK692441	Citistead Limited (Co. No. 04735470)	78000396001
443	Land and buildings on the South side of Westgate, Wetherby.	WYK694054	Rosleb Limited (Co. No. 4533342)	77000575001
444	Land at South Street, Denholme, Bradford	WYK728917	Ramvel Limited (Co. Regn No. 06703206)	92000601001
445	Land and buildings on the North side of Barkerend Road, Bradford	WYK741409	Fairhold Mercury Limited (Co. No. 6753024)	98000510001
446	Land on the south east side of Priestthorpe Road, Bingley.	WYK750023	Ramvel Limited (Co. No. 06703206)	92000029001
447	Land at Jacquard Court, Yarn Court, Spool Court and Wilton Place, Axminster Drive, Bailiff Bridge, Brighouse.	WYK873193	Fiambayor Limited (Co. No. 06393207)	73000031001
448	Flats 14-26 Brookwater Close, Halifax HX3 0QR and parking spaces.	WYK879110	Fiambayor Limited (Co. Regn No. 06393207)	73000008001
449	Maisonettes 30 and 32 Moorcroft, Flats 37 - 55 (odd), 56 - 68 (inclusive) and 70 - 86 (even) Moorcroft, Flat over Garage numbered 18 Woodhead Close and Maisonettes 19 - 22 (inclusive) and 45 - 51 (odd) Woodhead Close, Ossett.	WYK879111	Fiambayor Limited (Co. Regn No. 06393207)	73000009001
450	29-87 (odd), Lapwing View, Horbury, Wakefield (WF4 5NZ).	WYK887049	Rosleb Limited (Co. No. 04533342)	77000569001
451	Land at Beacon Road, Wibsey	WYK898981	Ramvel Limited (Co. No. 06703206)	92000153001
452	Land lying to the east of Chartwell Drive, Bradford	WYK898982	Ramvel Limited (Co. Regn. No. 06703206)	WYK898982
453	28 Redbrook Way, Bradford (BD9 6SF)	YY43812	Fairhold Leda Limited (Co. No. 08129460)	E6010084007
454	12 Redbrook Way, Bradford (BD9 6SF)	YY43813	Fairhold Leda Limited (Co. No. 08129460)	E6010084001
455	19 and 21 Redbrook Way, Bradford (BD9 6SF)	YY43814	Fairhold Leda Limited (Co. No. 08129460)	E6010084006

456	15-17 (Odd), Redbrook Way, Bradford (BD9 6SF)	YY43815	Fairhold Leda Limited (Co No. 08129460)	E6010084003
457	1 Newhall Park Drive, Bradford (BD5 8BR)	YY43820	Fairhold Leda Limited (Co Regn No. 8129460)	E6010073
458	1-16 Crown Apartments, Newhall Park Drive, Bradford (BD5 8FA)	YY43821	Fairhold Leda Limited (Co. Regn No. 8129460)	E6010072
459	Flats 1-12 (inclusive), Deane Court, 15 Deane Road, And 1-9 (inclusive) And 10-34 (even), Wilberforce Road, Nottingham	NT507340	Annanbury Limited (Co Regn No. 06889300)	E9010028-E9010031
460	1-12 Aspen House, Aspen Way, Pennyfordd, Chester (CH4 0AU)	CYM644936	Fairhold Leda Limited (Co No 08129460)	E6010066
461	Flats 3 and 4, Hudson House, Hetton Drive, Clay Cross, Chesterfield (S45 9TU)	DY489550	Fairhold Leda Limited (Co No 08129460)	E6010067
462	Flats 1 and 2, Sanders House, Hetton Drive, Clay Cross, Chesterfield (S45 9TU)	DY489551	Fairhold Leda Limited (Co. No 08129460)	E6010068
463	3 and 4, Sanders House, Hetton Drive, Clay Cross, Chesterfield (S45 9TU)	DY489552	Fairhold Leda Limited (Co No 08129460)	E6010068
464	Land lying to the west of Avondale Road, Cwmbran	CYM634869	Annanbury Limited (Co Regn No. 06889300)	E9010027
465	1-14 (inc) Wordsworth House, Liverymen Walk, Greenhithe (DA9 9UT) and 4 and 5 Vaughan Avenue, Greenhithe (DA99UU)	TT29966	Littleblade Investment Properties Limited (Co. Regn No 8768477)	F1010021 & F1010022
466	1-2 Gardener Close, Penistone, Sheffield	SYK623680	Fairhold Leda Limited (Co. No 08129460)	E6010071
467	Flats 3-6, 9-12, and 16-19 Dunstone Heights, Penistone, Sheffield (S36 6GF)	SYK623679	Fairhold Leda Limited (Co. No 08129460)	E6010069
468	5 and 5a Wheatcroft Gardens, Penistone, Sheffield (S36 6GA)	SYK623681	Fairhold Leda Limited (Co. No. 08129460)	E6010070
469	Flats 1, 2, 7, 8, 14 and 15 Dunstone Heights, Penistone, Sheffield (S36 6GF)	SYK623682	Fairhold Leda Limited (Co. No. 08129460)	E6010069
470	50-66 Clifford Way, Maidstone, (ME16 8GD), 70-110 Clifford Way, Maidstone, (ME16 8GE) and 111-154 Clifford Way, Maidstone, (ME16 8GF)	TT32191	RAMVEL LIMITED (Co Regn. No 06703206)	92000740



471	1-6, 35-40, 44-49 And, 52-54 Church Bell Sound, Bridgend (CF31 4QH)	CYM636027	ANNANBURY LIMITED (Co Regn No 063889300)	E9010032
472	1-12 (inclusive) and 14-17 (inclusive) Headingley House, Chapman Road, Thornbury, Bradford (BD3 7FG)	YY43816	FAIRHOLD LEDA LIMITED (Co. Regn. No. 8129460)	E6010079
473	1-12 (inclusive) and 14-17 (inclusive) Bramall House, Chapman Road, Thornbury, Bradford (BD3 7FF)	YY43817	FAIRHOLD LEDA LIMITED (Co. Regn. No. 8129460)	E6010080
474	Carrick Drive, Thornbury, Bradford (BD3 7FD)	YY43818	FAIRHOLD LEDA LIMITED (Co. Regn. No. 8129460)	E6010081
475	1-12 (inclusive) and 14-17 (inclusive) Horton House, Chapman Road, Thornbury, Bradford (BD3 7FE)	YY43819	FAIRHOLD LEDA LIMITED (Co Regn No 8129460)	E6010082
476	Highbridge Quay, Highbridge	ST271411	ROSLEB LIMITED (Co Regn. No 04533342)	77000373-77000377

**PART 2: Leasehold Properties**

Number	Property description	Leasehold title number	Registered proprietor	E&M Property Reference
1	Land on the South-west side of Coldharbour Way, Hartwell	BM272080	Rosleb Limited (Co No. 04533342)	77000348001
2	Hampden Square, Aylesbury	BM290732	Rosleb Limited (Co. No. 04533342)	77000346001
3	Land on the north side of Ellesmere Street, Warrington	CH495725	Countryside Three Limited (Co No 4422693)	75000029001
4	Flats 1-42, Johnston Court, 77 Oliver Road, Leyton, London (E10 5NF)	EGL478334	Rosleb Limited (Co No 04533342)	77000016001
5	Block 3, Brisbane Road, London (E10 5NF)	EGL478336	Rosleb Limited (Co. No. 04533342)	77000017001
6	Block 1, Brisbane Road, London (E10 5NF).	EGL488493	Rosleb Limited (Co. No. 04533342)	77000015001
7	Site WE1, Seagull Lane, Royal Victoria Dock, London	EGL520697	FAIRHOLD PROPERTIES NO 8 LIMITED (Co Regn No. 6703221)	93000050
8	Land and building lying to the West side of Edge Lane, Droylsden	GM390632	Rainvel Limited (Co No 06703206)	92000379
9	Land in Bolton	GM58422	Fairhold Mercury Limited (Co Regn No 6753024)	98000097
10	Land and buildings at Godfrey Mill, Commercial Street, Hyde (SK14 2JD)	GM627602	Fairhold Mercury Limited (Co No 6753024)	98000282
11	Land and buildings on the north side of Green Lane, Eccles	GM751351	Fairhold Mercury Limited (Co. Regn No. 06753024)	98000407
12	131 to 169 (odd) Belmont Road and land and buildings on the south west side of Belmont Road, Astley Bridge, Bolton	GM859245	Fairhold Mercury Limited (Co. Regn No 6753024)	98000077
13	Land and buildings at Comet Square, Hatfield	HD451800	Flambayor Limited (Co No 6393207)	73000360001
14	Land on the east side of Higher Hillgate.	MAN131739	Flambayor Limited (Co Regn. No. 06393207)	73000344001
15	Part of 2,6 and 10 Irwell Place, 4, 8 and 12 Irwell Place, part of 14 Irwell Place, and part of 14-19 Mill Court Drive, Stoneclough, Kearsley, Bolton.	MAN51581	Chichester Freeholds Limited (Co No 5672316)	790000062001

16	203 Wigan Road, Ashton In Makerfield, Wigan (WN4 9SL)	MAN85365	Ramvel Limited (Co Regn No 06703206)	MAN85365
17	Land and buildings at Sutton Street, Liverpool.	MS459967	Ramvel Limited (Co. Regn No. 06703206)	92000559HDR
18	Land and buildings at Sutton Street, Liverpool	MS459968	Ramvel Limited (Co No. 06703206)	92000561
19	Bridge and flyover office accomodation over the Wareham Stream, Oxford.	ON228765	Rosleb Limited (Co No. 04533342)	ON228765
20	Regent Court, Regent Street, Leamington Spa (CV32 4NS)	WK423388	Ramvel Limited (Co. No. 06703206)	92000732
21	Regent Court, Regent Street, Leamington Spa (CV32 4NR)	WK425993	Ramvel Limited (Co. No 06703206)	92000732
22	Land lying to the north of Wolverhampton Road, Walsall	WM832476	Ramvel Limited (Co Regn No 06703206)	WM832476
23	Land and buildings at Byron Street, Bradford (BD3 0AD)	WYK751379	BYRON HALLS LIMITED (Co. Regn. No 4846522)	F4000413001
24	Land and buildings on the south east side of Severn Street, Birmingham	WM895279	RAMVEL LIMITED (Co. Regn. No 06703206)	92000602-92000608

### **SCHEDULE 3 SHARES**

#### **PART 1 – SHARES OWNED BY THE BORROWER**

Fairhold Leda Limited	08129460
Littleblade Investment Properties Limited	08768477
Annenbury Limited	06889300
Blanco Estates Limited	08252333
Ramvel Limited	06703206
Fairhold Properties No. 8 Limited	06703221
Fairhold Mercury Limited	06753024
Fairhold Properties No. 9 Limited	06753036
Fairhold Homes (No. 20) Limited	05086036
Flambayor Limited	06393207
Fairhold Properties No. 4 Limited	06371574
Hadham Securities No.6 Limited	06393118
Chichester Freeholds Limited	05672316
Citstead Limited	04735470
Trinity Green Reversion Limited	02413181
Freehold Properties 32 Limited	05842899
Rosleb Limited	04533342
Countryside Three Limited	04422693

**PART 2 – SHARES OWNED BY FAIRHOLD MERCURY LIMITED**

Byron Halls Limited

04848522

**SCHEDULE 4  
NOTICES**

**PART I**

**NOTICE TO ACCOUNT BANK**

[On the letterhead of relevant Chargor]

To [Account Bank]

Dear Sirs

[Date]

Debenture dated [ ] between [ ] and others and [the Security Trustee] as the security trustee (the "Security Trustee") (the "Debenture") Hathber GR Limited "Borrower"), hereby gives you notice that under the Debenture it has charged (by way of a first fixed charge) in favour of the Security Trustee all its rights in respect of any moneys standing to the credit of each account listed below and maintained by it with you (the "Borrower Accounts")

- (a) [ • ] (the "Reserve Account");
- (b) [ • ] (the "General Account"), and
- (c) [ • ] (the "Claims Account")

The Borrower irrevocably instructs and authorises you to:

- (a) disclose to the Security Trustee any information relating to any Borrower Account requested from you by the Security Trustee,
- (b) no longer comply with any existing payment instructions in respect of the Reserve Account or the Claims Account or with any instructions that the Borrower (or any person other than the Security Trustee) gives in respect of the Reserve Account or the Claims Account,
- (c) comply with the terms of any written notice or instruction relating to any Borrower Account received by you from the Security Trustee,
- (d) pay or release any sum standing to the credit of the Reserve Account or the Claims Account only in accordance with the written instructions of the Security Trustee; and
- (e) following the notice of an occurrence of a Default (as defined in the Credit Agreement (as defined in the Debenture)) which is continuing, only pay or release any sum standing to the credit of the General Account in accordance with the written instructions of the Security Trustee

Estates & Management Limited (the "Managing Agent"), hereby gives you notice that the funds held in the following accounts (the "Relevant Managing Agent Accounts") are held on trust

- i. [ • ] (the "Managing Agent Collection Account"),
- ii. [ • ] (the "Managing Agent Insurance Collection Account",
- iii. [ • ] (the "Intermediate Trust Account"), and
- iv. [ • ] (the "Capital Receipts Account").

In respect of the Relevant Managing Agent Accounts, you may act on any instructions from the Managing Agent until receipt of notice from the Security Trustee of an occurrence of an Event of Default (as defined in the Credit Agreement (as defined in the Debenture)) which is continuing, at which point you may only pay or release any sum standing to the credit of these accounts in accordance with the written instructions of the Security Trustee

The Borrower and Managing Agent acknowledge that you may comply with the instructions in this letter without any further permission from us

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Trustee at [122 Leadenhall Building, Leadenhall Street, London EC3V 4AB] Attention [Daniel Hardiman] with a copy to ourselves

Yours faithfully,

.....  
(Authorised signatory)

Hathber GR Limited

.....  
(Authorised signatory)

Estates & Management Limited

## PART II

### ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To [the Security Trustee] as the Security Trustee

Attention. [ ]

Copy: [relevant Chargor] and [Managing Agent]

[Date]

Dear Sirs,

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] as the Security Trustee (the "Security Trustee") (the "Debenture")

We confirm receipt from Hathber GR Limited (the "Chargor") and Estates & Management Limited of a notice dated [ ] (the "Notice") of, amongst other things, a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us listed in the notice (the "Borrower Accounts").

We confirm that we

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of the interest of any third party in any Borrower Account or Managing Agent Account (other than those interests described in the Notice),
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of (i) any Borrower Account or (ii) any Managing Agent Account (as set out in this letter below),
- (d) will not permit any amount to be withdrawn from the Reserve Account or the Claims Account (as defined below) without your prior written consent,
- (e) will not permit any amount to be withdrawn from the General Account (as defined below) without your prior written consent if you notify us that a Default is continuing under the Credit Agreement (as defined in the Debenture), and
- (f) will not permit any amount to be withdrawn from Relevant Managing Agent Accounts (as defined in the Notice) without your prior written consent if you notify us that an Event of Default is continuing under the Credit Agreement (as defined in the Debenture).

The Borrower Accounts maintained with us are

- (a) [ • ] (the "Reserve Account"),
- (b) [ • ] (the "General Account"); and
- (c) [ • ] (the "Claims Account")

The Managing Agent Accounts maintained with us are

- (a) [ • ] (the "Managing Agent Collection Account"),
- (b) [ • ] (the "Managing Agent Insurance Collection Account";
- (c) [ • ] (the "Intermediate Trust Account"), and
- (d) [ • ] (the "Capital Receipts Account")

Our acknowledgement of the Notice is subject to the following conditions:

- 1) we shall not be bound to enquire whether the right of the Security Trustee to withdraw any monies from the Borrower Accounts has arisen or be concerned with (A) the propriety or



- regularity of the exercise of that right or (B) be responsible for the application of any monies received by the Security Trustee,
- 2) save in cases of fraud, gross negligence or wilful default, we shall have no liability for having acted on instructions from the Security Trustee which on their face appear to be genuine; and
  - 3) we shall not be deemed to be a trustee for the Chargor or the Security Trustee of any Borrower Account.

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

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

.....

(Authorised signatory)

[Account Bank]

**PART III**

**NOTICE TO OCCUPATIONAL TENANT**

[On the letterhead of relevant Chargor]

To [Occupational tenant]

[Date]

Dear Sirs,

Re [Property]

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] (the "Debenture")

We refer to the lease dated [ ] and made between [ ] and  
[ ] (the "Lease")

This letter constitutes notice to you that under the Debenture we assigned (by way of security) in favour of [the Security Trustee] (the "Security Trustee") all our rights under the Lease.

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to the account at [ ], Account No [ ], Sort Code [ ] (the "Reserve Account")

The instructions in this letter apply until you receive notice from the Security Trustee to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [ ], Attention [ ]

Yours faithfully,

For

[relevant Chargor]

**PART IV**

**ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT**

To [the Security Trustee]  
Attention: [ ]

[Date]

Dear Sirs,

Re [Property]

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] (the "Debenture")

We confirm receipt from [relevant Chargor] (the "Chargor") of a notice dated [ ] (the  
"Notice") in relation to the Lease (as defined in the Notice)

We accept the instructions contained in the Notice

We confirm that we

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice),
- (b) must pay all rent and all other monies payable by us under the Lease into the Reserve Account (as defined in the Notice); and

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

Yours faithfully,

For  
[Tenant]

**PART V**  
**NOTICE TO COUNTERPARTY**

[On letterhead of the Company]

To [Counterparty]

Date [ ]

Dear Sirs,

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] (the "Debenture")

We refer to the [describe contract] dated [•] and made between [•] and us (the "Contract").

This letter constitutes notice to you that under the Debenture we assigned (by way of security) to [the Security Trustee] (the "Security Trustee") all our rights, benefits and interests (including any and all sums payable to us under the Contract and the benefit of all security, options, indemnities, guarantees and warranties) under the Contract.

We irrevocably instruct and authorise you to:

- (A) disclose to the Security Trustee, without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Contract (including the performance of our obligations thereunder) which the Security Trustee may request from you, and
- (B) following a confirmation from the Security Trustee that an Event of Default (as defined in the Credit Agreement (defined in the Debenture)) has occurred and is continuing], pay any sum payable by you under the Contract to the Security Trustee at [ ], Sort Code [ ], Account No. [ ] or to such other account as the Security Trustee may notify you in writing

We will remain liable to perform all our obligations under the Contract and the Security Trustee shall not be under any obligation or liability under the Contract by reason of the Debenture or anything arising therefrom.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract and you should continue to give notices under the Contract to us, in each case unless and until you receive notice from the Security Trustee to the contrary stating that an Event of Default is continuing and the Debenture has become enforceable. In this event, all the rights, powers and discretions under the Contract will be exercisable by, and notices should be given to, the Security Trustee or as it directs.


The instructions in this letter apply until you receive notice from the Security Trustee to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee at [•], Attention [•], with a copy to us.

**Yours faithfully,**

  
**(Authorised signatory)**  
**[the Company]**

**PART VI**

**ACKNOWLEDGEMENT OF COUNTERPARTY**

To [the Security Trustee]  
Attention: [ ]  
Copy. [the Company]

Date [ ]

Dear Sirs,

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] (the "Debenture")

We confirm receipt from [the Company] (the "Assignor") of a notice dated [ ] (the "Notice") of an assignment upon the terms of the Debenture of all the Assignor's rights, benefits and interests under the Contract (as defined in the Notice).

We confirm that:

- (A) we have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Assignor under or in respect of the Contract,
- (B) following a confirmation from you that an Event of Default (as defined in the Credit Agreement (defined in the Debenture)) has occurred and is continuing, we will pay any amount payable by us under the Contract to the account at [ ], Sort Code [ ], Account No. [ ] or to such other account as you notify to us in writing,
- (C) we must accept your instructions in relation to the Assignor's rights under the Contract [following a confirmation from you that an Event of Default (as defined in the Credit Agreement (defined in the Debenture)) has occurred and is continuing, and
- (D) we will not agree to any amendment, waiver or variation of the terms of the Contract without your prior written consent

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

Yours faithfully

(Authorised signatory)  
[Counterparty]

**PART VII  
NOTICE TO INSURER**

To: [Insurer]

[Date]

Dear Sirs,

Debenture dated [ ] between [ ] and others and [the Security Trustee] (the "Debenture")

We hereby give you notice that under the Debenture we assigned to the Security Trustee all our rights to and title and interest from time to time in, to and under insurance policy number[s] [●] effected by ourselves or whomsoever in relation to the properties listed in the Schedule hereto (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy[ies] of insurance (the "Policy[ies]").

We irrevocably instruct and authorise you to pay all payments under or arising under the Policy[ies] in respect of loss of rent or interest thereon to our account at [Bank], account number [ ] and sort code [ ].

It is very important that you:

- (A) make all immediate arrangements for all relevant sums payable by you under the Policy[ies] to be paid in accordance with this notice;
- (B) do not terminate, invalidate, cancel or avoid (in whole or in part) any insurance policy without first giving to the Security Trustee not less than 30 days' written notice of the proposed termination, invalidation, avoidance or cancellation and specifying the action necessary to avoid such termination, invalidation, avoidance or cancellation (including, without limitation, the opportunity within 30 days of written notice to rectify any non-payment of premium), and
- (C) do not decline any valid claim under an insurance policy without first giving to the Security Trustee not less than 30 days' written notice and (where applicable) the opportunity to rectify the ground for declining such valid claim (including, without limitation, where such ground is the non-payment of premium, the opportunity to rectify such non-payment).

Please note that

- 1. all remedies provided for under the Policy[ies] or available at law or in equity are exercisable by the Security Trustee,
- 2. all rights to compel performance of the Policy[ies] are exercisable by the Security Trustee, and
- 3. all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising under the Policy[ies] belong to the Security Trustee.

We will remain liable to perform all our obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies]

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [ ], Attention [ ] with a copy to ourselves.

Yours faithfully,

.. ..  
(Authorised signatory)  
[relevant Chargor]

**Schedule – Properties**



**PART VIII**  
**ACKNOWLEDGEMENT OF INSURER**

To [Security Trustee]  
Attention [ ]

[Date]

Dear Sirs,

Debenture dated [ ] between [ ] and others and [the Security Trustee] (the "Debenture")

We confirm receipt of a notice dated [ ] from each of the chargors listed therein (the "Chargors") in respect of an assignment upon the terms of the Debenture to the Security Trustee of each Chargor's right, interests and benefit in, to and under the Policy[ies] (as specified in that notice) to which we are a party (the "Assignment")

We confirm that

- (A) we have not received notice of any other assignment or charge of or over any of the rights, title and interests specified in such notice and will make all payments in accordance with the terms of the notice to the account specified in that notice, but only in respect of the properties listed in the schedule attached to the Chargor's notice and in accordance with our obligations to deal with, negotiate and settle claims with leaseholders in accordance with our obligations under the terms and conditions of the Policy[ies];
- (B) no termination, invalidation, avoidance or cancellation of such rights, interests or benefits will be effective unless we have given the Security Trustee at least 30 days' written notice of the proposed termination, invalidation, avoidance or cancellation and specifying the action necessary to avoid such termination, invalidation, avoidance or cancellation (including, without limitation, the opportunity within 30 days of written notice to rectify any non-payment of premium);
- (C) will not decline any valid claim under an insurance policy without first giving to the Security Trustee not less than 30 days written notice and the opportunity to rectify the ground for declining such valid claim (including, without limitation, where such ground is the non-payment of premium, the opportunity to rectify such non-payment);
- (D) each Chargor (as relevant) will remain liable to perform all of its obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by such Chargor to perform its obligations under the Policy[ies], and
- (E) the Assignment does not conflict with any provision of the Policy[ies]

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

***[Composite Insured (Non Vitiating)]***

Where any party or parties are noted as being Composite Insured in the Policy schedule then any non-disclosure, misrepresentation or failure to comply with the Policy terms and conditions on the part of one of the Composite Insured parties will not prejudice the rights of the other Composite Insured party or parties provided that the such other party or parties will immediately on becoming aware of such non-disclosure, misrepresentation or failure to comply with the Policy conditions give notice in writing to the Insurers ]

Yours faithfully,

## SCHEDULE 5 SECURITY ACCESSION DEED

**Dated**

**Between**

- (1) [ ] Limited, a company incorporated under the laws of [England and Wales] with registered number [ ] (the "New Chargor"), and
- (3) (2) [ ] as security trustee for itself and each of the other Secured Parties (the "Security Trustee").

### **Recitals**

This deed is supplemental to a debenture dated [ ] 2015 between, among others, the Borrower, the Chargors named in it and the Security Trustee (as supplemented and amended from time to time, the "Debenture")

**This deed witnesses**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

Words and expressions defined in the Debenture shall have the same meanings in this Deed

#### **1.2 Construction**

The principles of construction set out in Clause 1.2 (*Construction and Third Party Rights*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture

#### **1.3 Effect as a deed**

This Security Accession Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Trustee

### **2. ACCESSION OF NEW CHARGOR**

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

### **3. CREATION OF SECURITY INTEREST**

The New Chargor mortgages, charges and assigns to the Security Trustee all its business, undertaking and assets on the terms of Clause 3 (*Security*) of the Debenture provided that:

- 3.1.1 the Real Property charged by way of legal mortgage shall be the Real Property referred to in Schedule 1 (*Real Property*); and
- 3.1.2 the Shares charged by way of fixed charge shall include the Shares referred to in Schedule 2 (*Shares*).

### **4. CONSENT OF EXISTING CHARGORS**

The existing Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Debenture

### **5. LAW**

This Deed is governed by English law.

**Executed** as a deed and delivered on the date appearing at the beginning of this Deed.

**Schedule 1 – Real Property**

**Schedule 2 – Shares**

**Signatories to Security Accession Deed**

**New Chargor**

**EXECUTED AS A DEED** by )  
[*New Chargor*] )  
acting by [Names of two of its )  
directors/a director and its secretary] )

Director ---

Director/Secretary ----

**Security Trustee**

Signed for and on behalf of )  
[Security Trustee] )



EXECUTED AS A DEED by  
LITTLEBLADE INVESTMENT  
PROPERTIES LIMITED

acting by *W. Prater*

In the presence of

Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*TOTAL PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
ANNANBURY LIMITED

acting by *W. Prater*

In the presence of

Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*TOTAL PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
BLANCO ESTATES LIMITED  
acting by *W. Packer*

in the presence of

  
Director

Signature of witness



Name of witness  
(In BLOCK CAPITALS)

*TOBIAS PRICE*

Address of witness

.. ..  
.. **Heldfisher** .. ..  
.. Riverbank House .. ..  
.. 2 Swan Lane .. ..  
.. London .. ..  
.. EC4R 3TT .. ..

EXECUTED AS A DEED by  
RAMVEL LIMITED  
acting by *W. Prochi*

in the presence of

)  
)  
)  
)  
)

  
Director

Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*TOBIAS PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
FAIRHOLD PROPERTIES  
NO. 8 LIMITED  
acting by *W. Prochi*

in the presence of

)  
)  
)  
)  
)

  
Director

Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*TOBIAS PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
FAIRHOLD MERCURY LIMITED  
acting by *W. Proctor*

in the presence of

Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*TODAS PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
BYRON HALLS LIMITED  
acting by *W. Proctor*

in the presence of

Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*TODAS PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT



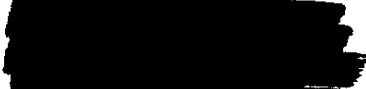
EXECUTED AS A DEED by  
FAIRHOLD PROPERTIES  
NO. 9 LIMITED  
acting by *W. Price*

in the presence of

)  
)  
)  
)  
)  
)

  
Director

Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*TOTAL PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
FAIRHOLD HOMES  
(NO. 20) LIMITED  
acting by *W. Price*

in the presence of

)  
)  
)  
)  
)  
)

  
Director

Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*TOTAL PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
FLAMBAYOR LIMITED

acting by

*W. Procter*

in the presence of

Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*TOMAS PRICE*

Address of witness

**Fieldfisher**  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
FAIRHOLD PROPERTIES  
NO. 4 LIMITED

acting by

*W. Procter*

in the presence of

Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*TOMAS PRICE*

Address of witness

**Fieldfisher**  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
HADHAM SECURITIES  
NO. 6 LIMITED  
acting by *W. Pinter*

in the presence of

Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*TUDOR PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
CHICHESTER FREEHOLDS  
LIMITED  
acting by *W. Pinter*

in the presence of

Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*TUDOR PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
CITISTEAD LIMITED

acting by *W. Procter*

in the presence of

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Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*TORCAS PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
TRINITY GREEN

REVERSION LIMITED

acting by *W. Procter*

in the presence of

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)

Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*TRINITY PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
FREEHOLD PROPERTIES  
32 LIMITED

acting by *W. Procter*

in the presence of

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)  
)  
)

[Redacted Signature]

Director

Signature of witness

[Redacted Signature]

Name of witness  
(in BLOCK CAPITALS)

*TIBBALS PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

EXECUTED AS A DEED by  
ROSLEB LIMITED

acting by *W. Procter*

In the presence of

)  
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)

[Redacted Signature]

Director

Signature of witness

[Redacted Signature]

Name of witness  
(in BLOCK CAPITALS)

*TIBBALS PRICE*

Address of witness

Fieldfisher  
Riverbank House  
2 Swan Lane  
London  
EC4R 3TT

in the presence of

Director

~~Signature of witness~~

TOTAL PRICE

Address of witness

**Fieldfisher**  
**Riverbank House**  
**2 Swan Lane**  
**London**  
**EC4R 3TT** . . .

**SIGNED by**

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