



Registration of a Charge

Company name: **FAIRTHATCH GR LIMITED**

Company number: **08447905**



X8BUSXZ6

Received for Electronic Filing: **14/08/2019**

Details of Charge

Date of creation: **12/08/2019**

Charge code: **0844 7905 0048**

Persons entitled: **ROTHESAY LIFE PLC**

Brief description: **FREEHOLD PROPERTY KNOWN AS LAND AT LION MILLS, CLAY STREET, SOHAM REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CB408497 AND CERTAIN OTHER ASSETS LISTED IN SCHEDULE 2 OF THE INSTRUMENT. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8447905

Charge code: 0844 7905 0048

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th August 2019 and created by FAIRTHATCH GR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2019 .

Given at Companies House, Cardiff on 15th August 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEBENTURE

12 August 2019

**THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEBENTURE
as Chargors**

and

**ROTHESAY LIFE PLC
as Security Trustee**

ALLEN & OVERY

Allen & Overy LLP

CONTENTS

Clause	Page
1. Definitions, Construction and Third Party Rights	1
2. Covenants to Pay	4
3. Security	4
4. Floating Charge.....	5
5. Further Assurance	6
6. General Undertakings with Respect to Charged Assets.....	7
7. Real Property Undertakings.....	9
8. Undertakings as to Investments and LLP Membership Interests.....	9
9. Undertakings as to Charge Over Book and Other Debts	12
10. Undertakings as to Account Proceeds.....	13
11. Undertakings as to Intellectual Property Rights	13
12. Rights of the Security Trustee.....	14
13. Exoneration.....	15
14. Appointment of Receiver or Administrator	15
15. Receiver's Powers.....	16
16. Protection of Purchasers	17
17. Power of Attorney and Delegation	17
18. Application of Monies Received Under this Debenture	18
19. Release of Security	18
20. Amounts Payable	19
21. Power of Severance	19
22. New Accounts.....	19
23. Miscellaneous	19
24. Counterparts.....	21
25. Law	21

Schedule

1. Chargors.....	22
2. Real Property	23
3. Notices	24
Part 1 Notice to Account Bank	24
Part 2 Acknowledgement of Account Bank	26
Part 3 Notice to Occupational Tenant.....	28
Part 4 Acknowledgement of Occupational Tenant	29
Part 5 Notice to Counterparty	30
Part 6 Acknowledgement of Counterparty	32
Part 7 Notice to Insurer.....	33
Part 8 Acknowledgement of Insurer	36

Signatories	38
-------------------	----

THIS DEBENTURE is made on 12 August 2019

BETWEEN:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEBENTURE** (each a **Chargor** and together the **Chargors**); and
- (2) **ROTHESAY LIFE PLC** 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

- (a) 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.

Credit Agreement means the facility agreement between, among others, (1) Vega GR Limited as Borrower, (2) the companies listed in Part I of Schedule 1 thereto as Original Guarantors and (3) Rothesay Life Plc in various capacities, dated 2 August 2019 (as amended and restated from time to time).

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, trademarks 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 Gilts 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.

LLP means E&J Ground Rents No3 LLP (registered number OC360128), E&J Ground Rents No4 LLP (registered number OC369486) and E&J Ground Rents No6 LLP (registered number OC383340).

LLP Agreement means each agreement constituting an LLP.

LLP Membership Interests means, in respect of a Chargor, all of that Chargor's right, title and interest in each LLP and under each LLP Agreement and including all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to the same 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 the same.

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 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.

- (b) 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

- (a) 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.
- (b) 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 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:

- (a) the Real Property;
- (b) all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;
- (c) (to the extent that the same are not the subject of a fixed charge under paragraph (d) below) all Debts;
- (d) all Account Proceeds;
- (e) all of its Investments;
- (f) the LLP Membership Interests;
- (g) all of its Intellectual Property Rights;
- (h) all goodwill and uncalled capital; and

- (i) (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:

- (a) the Insurance Policies and the Insurance Proceeds;
- (b) all Property Income;
- (c) any guarantee of Property Income contained in or relating to any Lease Document;
- (d) each Transaction Document (other than the Finance Documents);
- (e) each building contract, consultant appointment and collateral warranty in respect of the development of any Real Property;
- (f) 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 paragraph (d) of Clause 3.1 (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

- (a) 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).
- (b) Each floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (c) Without prejudice to paragraph (b) above 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:

- (a) 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
- (b) any person levies or attempts to levy any distress, execution or other similar process against any of the Charged Assets; or
- (c) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor; or
- (d) 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:

- (a) following the occurrence of an Event of a Default which is continuing; or
- (b) 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

- (a) 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:
 - (i) perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Debenture;
 - (ii) 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;
 - (iii) 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
 - (iv) exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to this Debenture or by law.

- (b) 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.
- (c) 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:

(a) 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;

(b) 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;

(c) Subsequent Charges

subject to paragraph 6.1 above, 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;

(d) Deposit of Title Documents

- (i) subject to paragraph (ii) below and paragraph (iii) 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;
- (ii) 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
- (iii) this paragraph (d) shall not apply to the Lease Documents or to those deeds and documents held at the applicable Land Registry;

(e) Restriction on Assignment or Charge

- (i) 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

- (ii) 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

- (a) it shall forthwith give notice to any bank or financial institution where any Account is held in the form set out in Part 1 of Schedule 3 (Notices) and procure that each such bank or financial institution acknowledges such notice to the Security Trustee in the form set out in Part 2 of Schedule 3 (Notices);
- (b) 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 3 of Schedule 3 (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 4 of Schedule 3 (Notices);
- (c) 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 paragraphs (b) and (c) (other than if covered by paragraph (b) above), (e) and (f) of Clause 3.2 (Assignments) in the form set out in Part 5 of Schedule 3 (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 6 of Schedule 3 (Notices) (or such other form agreed by the Security Trustee and the Chargor or as the Security Trustee may require (acting reasonably));
- (d) each Chargor shall forthwith give notice to every other party (each a Counterparty) to each contract referred to in paragraph (d) of Clause 3.2 (Assignments) (other than: (i) a Headlease or (ii) if referred to in paragraph (b) above) in the form set out in Part 5 of Schedule 3 (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 6 of Schedule 3 (Notices) (or such other form agreed by the Security Trustee and the Chargor or as the Security Trustee may require (acting reasonably));
- (e) it shall forthwith give notice to any insurer under an Insurance Policy in the form set out in Part 7 of Schedule 3 (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 8 of Schedule 3 (Notices); and
- (f) 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 five 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 five 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:

- (a) 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
- (b) 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 Plc referred to in the charges register."

8. UNDERTAKINGS AS TO INVESTMENTS AND LLP MEMBERSHIP INTERESTS

8.1 Deposit of Title Documents

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

- (a) (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 LLP Membership Interests;
- (b)
 - (i) stock transfer forms or other instruments of transfer duly completed to the Security Trustee's satisfaction; and

- (ii) in respect of the LLP Membership Interests, deeds of retirement, deeds of membership interest transfer and deeds of adherence,
or other instruments of transfer duly completed to the Security Agent's satisfaction;
- (c) unanimous resolution of the members of each LLP approving the admission of any person as a new member of the LLP who accedes as a result of the enforcement of the Security granted under this Debenture; and
- (d) 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 LLP Membership Interests 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 LLP Membership Interests 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 LLP Membership Interests 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:

- (a) shall not, without the consent in writing of the Security Trustee, acquire any Investments or LLP Membership Interests unless they are fully paid and such acquisition is in accordance with and permitted by the terms of the Credit Agreement; and
- (b) shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or LLP Membership Interests 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 LLP Membership Interests.

8.5 Dividends

- (a) Prior to the occurrence of a Default which is continuing, each Chargor shall pay all dividends or other monies in respect of the Investments and the LLP Membership Interests to the Borrower, and the Borrower shall, immediately on receipt, pay such dividends or other monies into the Reserve Account.
- (b) After the occurrence of a Default which is continuing, all dividends or other monies in respect of the Investments and the LLP Membership Interests shall be paid to and held by the Security Trustee (or its nominee).

8.6 Voting Rights and Other Matters

- (a) 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 LLP Membership Interests 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 LLP Membership Interests created pursuant to this Debenture.
- (b) No Chargor shall permit or agree to any variation of the rights attaching to or conferred by any of the Investments or the LLP Membership Interests without the prior written consent of the Security Trustee.
- (c) No Chargor (excluding any limited liability partnership) 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.
- (d) No Chargor shall participate in any vote concerning a members voluntary winding-up or a compromise or arrangement, if the Chargor is a company, pursuant to sections 895 – 901 of the Companies Act 2006 or, if the Chargor is a limited liability partnership, pursuant to sections 895 – 900(1) of the Companies Act 2006 as modified by Regulation 45 of the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009.
- (e) 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)
 - (i) exercise (or refrain from exercising) any voting rights in respect of the Investments and the LLP Membership Interests; and/or
 - (ii) apply all dividends and other monies arising from the Investments and the LLP Membership Interests in accordance with Clause 18 (Application of Monies Received Under this Debenture); and/or
 - (iii) without prejudice to any other provision of this Debenture, transfer the Investments and the LLP Membership Interests into the name of a nominee or transferee of the Security Trustee as the Security Trustee may require; and/or
 - (iv) 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 LLP Membership Interests.

8.7 Liability of Security Trustee

No Secured Party nor any nominee will have any liability for:

- (a) failing to present any coupon or other document relating to any Investments or LLP Membership Interests;
- (b) accepting or failing to accept any offer relating to any Investments or LLP Membership Interests;
- (c) failing to attend or vote at any meetings related to any Investments or LLP Membership Interests;

- (d) 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 LLP Membership Interests; or
- (e) 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 LLP Membership Interests 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 the LLP Membership Interests 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 LLP Membership Interests.

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:

- (a) to collect the Debts in the ordinary course of its business and (prior to the payment into the account specified in paragraph (c) below) to hold the proceeds of those Debts on trust for the Security Trustee;
- (b) 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;
- (c) 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;
- (d) 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 paragraph (c) above.

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 Clauses 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 or the Security Trustee may give notice to the Borrower that no amount may be withdrawn from the General Account without the prior consent of the Agent or the Security Trustee. If the Agent or Security Trustee gives such notice the Agent or the Security Trustee shall thereafter, to the exclusion of the Borrower (unless the Agent or the Security Trustee 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 (The Claims Account) 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 Claims Account.

11. UNDERTAKINGS AS TO INTELLECTUAL PROPERTY RIGHTS

Each Chargor shall:

- (a) 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);
- (b) 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;
- (c) 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
- (d) 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:

- (a) 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
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (i) conferred from time to time on mortgagees by the LPA (as varied or extended by this Debenture) or by law; and
 - (ii) 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

- (a) 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 12.6, or selected by the Security Trustee in accordance with this Clause 12.6 shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.
- (b) 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

- (a) 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:
 - (i) 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

- (ii) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Nothing in paragraph (a) above 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):

- (a) 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);
- (b) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (c) 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;
- (d) 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:

- (a) 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;
- (b) 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;
- (c) 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.

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:

- (a) 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;
- (b) in or towards satisfaction of the Secured Liabilities in accordance with the Credit Agreement; and
- (c) 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

- (a) 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).
- (b) 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

- (a) 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.

- (b) 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. MISCELLANEOUS

23.1 The Chargors

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

23.2 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.

23.3 Property

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

23.4 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.

23.5 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.

23.6 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 23.5 (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.

23.7 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.

23.8 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.

23.9 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.

23.10 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 Investments by any Secured Party under this Debenture.

23.11 Obligations Joint and Several

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

23.12 Further Advances

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

24. 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.

25. 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

Name of Chargor	Registration number (or equivalent, if any)
E&J Ground Rents No 9 Limited	09088427
E&J Ground Rents No 10 Limited	07971689
E&J Ground Rents No 3 LLP	OC360128
E&J Ground Rents No 4 LLP	OC369486
E&J Ground Rents No 6 LLP	OC383340
JLPPT Holdco 1 Limited	09133952
JLPPT Holdco 2 Limited	09133984
JLPPT Holdco 3 Limited	09133982
JLPPT Holdco 4 Limited	09133980
JLPPT Holdco 5 Limited	09133986
JLPPT Holdco 6 Limited	09134008
Lamda GR Limited	10140513
Fairthatch GR Limited	08447905
E&J 1001 Limited	08267298
E&J 603 Limited	08744507

SCHEDULE 2
REAL PROPERTY

Additional Guarantor Debenture - Schedule 2 - Properties

Pipeline (FH)

Property	Title No	Tenure	Owner	Property reference	Previous/Parent Title No (if applicable)	E&M Comments
				K1010006 K1010007 K1010008 K1010009		
Land on the east side of The Grange, London	247735	Freehold	Lamda GR Limited			
42 Pall Mall, London (SW1Y 5JG)	285354	Freehold	Lamda GR Limited	H6010078		
				H6010071 H6010072 H6010073 H6010074 H6010075		
Andre - Pentonville Road - London	AGL355475	Freehold	Lamda GR Limited			
The Manor House, Island Apartments, The Watermill and The Long Room Apartments, Royal Quay, Harefield, Uxbridge (UB9 6FE)	AGL465181	Freehold	Lamda GR Limited	H6010049 H6010050 H6010051 H6010052	AGL282856	
Linden Homes Chiltern - Elmbank Block C	AGL473094	Freehold	Lamda GR Limited	H6010025 H6010026	AGL341433	
Linden Homes Chiltern - Elmbank Block D	AGL473094	Freehold	Lamda GR Limited	H6010025 H6010026	AGL341433	
Land on the north side of Lavender Hill, Enfield	AGL482470	Freehold	Lamda GR Limited	H6010096	AGL397430	
2 to 12 (even), Whittle Drive, Biggleswade, 2 to 12 (even) Rutherford Way, Biggleswade, 52 to 62 (even) Venus Avenue, Biggleswade and 39 Anderson Road, Biggleswade.	BD323618	Freehold	Lamda GR Limited	H6010010 H6010011 H6010012 H6010013	BD281881	
Pechiney House, The Grove, Slough SL1 1QF	BK245832	Freehold	Lamda GR Limited	K1010013 K1010014		
3 Tidman Road, Reading RG2 0DB	BK495204	Freehold	Lamda GR Limited	H6010009	BK480787	
5 Tidman Road, Reading RG2 0DB	BK495206	Freehold	Lamda GR Limited	H6010014	BK480787	
land on the North East side of Matthewsgreen Road, Wokingham	BK501941	Freehold	Lamda GR Limited	H6010095	BK481848	
1-10 (inclusive), Chairborough Court, Chairborough Road, High Wycombe (HP12 3HH)	BM220929	Freehold	Lamda GR Limited	H6010001		
Land adjoining 23 Chairborough Road, High Wycombe	BM385623	Freehold	Lamda GR Limited	H6010001		
1 to 19 (odd), Greensand View, Woburn Sands, Milton Keynes and parking spaces MK17 8GR	BM431079	Freehold	Lamda GR Limited	H6010081	BM249701 and BM249710	
Wynyard Business Park, Wynyard, Billingham	CE242385	Freehold	Lamda GR Limited	H6010086	CE218544	
Land on the north side of Stokesley Road, Guisborough	CE242492	Freehold	Lamda GR Limited	H6010097 H6010098	CE224935	
1 to 16 (inclusive), Sidney Royse House, Lysaght Avenue, Newport (NP19 4DF)	CYM753965	Freehold	Lamda GR Limited	H6010017	CYM367926	
10-24 Heol Finch and 1-15 Rhodfar Cei, Barry	CYM761530	Freehold	Lamda GR Limited	H6010038 H6010039	CYM704123	
Flats 1-9 Henry Seymour House, Flats 1-8 Charity Haines House and Flats 1-8 Anne Hurley House, Lysaght Avenue, Newport	CYM763788	Freehold	Lamda GR Limited	H6010020 H6010021 H6010022	CYM367926	
Land on the West and east side of Ffordd Y Mileniwm, Barry	CYM775931	Freehold	Lamda GR Limited	H6010089	CYM695617	
57 to 67 (odd), Baldwin Lane, Darlington DL1 1QA	DU373522	Freehold	Lamda GR Limited	H6010084	DU336942	
Grays Inn - Oak House - Colchester	EX405283	Freehold	Lamda GR Limited	K1010001		
Land and buildings on the South East side of Wharf Road, Chelmsford	EX430078	Freehold	Lamda GR Limited	H6010031 H6010032		
Smiths Yard, Wharf Road, Chelmsford (CM2 6LU)	EX782861	Freehold	Lamda GR Limited	H6010015		
Rylands – Benfleet - Essex	EX927201	Freehold	Lamda GR Limited	H6010040		
Flats 1-7 (inclusive), Watts Court, Priory Street, Colchester and other land (CO1 2FA)	EX976677	Freehold	Lamda GR Limited	H6010003	EX622837	
Land at Cullen Mill, 49 Braintree Road, Witham	EX981281	Freehold	Lamda GR Limited	H6010029 H6010030	EX945380	
11-16 Eden Drive, Colchester CO4 6AY	EX984699	Freehold	Lamda GR Limited	H6010035	EX950884	
Land lying to the South of Howsmoor Lane, Mangotsfield, Bristol	GR429220	Freehold	Lamda GR Limited	H6010002	GR268726	
15 to 35 (inclusive), John Caller Crescent, Bristol and parking spaces (BS16 1LH)	GR429415	Freehold	Lamda GR Limited	H6010007 H6010008	GR397979	
Plots 128-151 Rosefields, Tewkesbury, Victoria Cross	GR431623	Freehold	Lamda GR Limited	H6010033 H6010034	GR291374	
91 High Road, Wormley (EN10 6JL)	HD251388	Freehold	Lamda GR Limited	H6010080		

1-96 Salvisberg Court, Otto Road, Welwyn Garden City AL7 3EQ	HD578556	Freehold	Lamda GR Limited	H6010024	HD281309	
St. Johns Wood Delivery Office, 30 Lodge Road, London NW8 8NT	LN1082	Freehold	Lamda GR Limited	H6010092		
Glaucus Works, Leven Road, London E14 0LP	LN16516	Freehold	Lamda GR Limited	H6010087 H6010088		
43 Pall Mall, London (SW1Y 5JG)	LN93232	Freehold	Lamda GR Limited	H6010078		
Land at Havelock Gardens, Thurmaston	LT221747	Freehold	Lamda GR Limited	H6010041 H6010042 H6010043 H6010044		
Building 1 Wheatsheaf Works	LT510357	Freehold	Lamda GR Limited	K1010002	LT304412	
Land on the south-east side and the north-west of Gorcott Lane, Solihull	MM117521	Freehold	Lamda GR Limited	H6010053 H6010054 H6010055 H6010056 H6010057 H6010058 H6010059 H6010060 H6010061 H6010062 H6010063 H6010064 H6010065 H6010066 H6010067 H6010068 H6010069 H6010070	MM60024	
Land on the south side of Warstone Lane, Birmingham	MM74410	Freehold	Lamda GR Limited	K1010010 K1010011 K1010012		
Land on the South-East side of Edward Street, Birmingham	MM77145	Freehold	Lamda GR Limited	H6010076		
51-57 Kingsland High Street, London	NGL155980	Freehold	Lamda GR Limited	K1010004 K1010005		
Ashley House, 2 Monck Street, London (SW1P 2BQ)	NGL691466	Freehold	Lamda GR Limited	H6010045 H6010046 H6010047 H6010048		
1 Chadwick Street, London (SW1P 2EP)	NGL821590	Freehold	Lamda GR Limited	H6010046 H6010047		
Andre - Pentonville Road - London	NGL888142	Freehold	Lamda GR Limited	H6010071 H6010072 H6010073 H6010074 H6010075		
Ropewalk Court, The Ropewalk, Nottingham	NT352226	Freehold	Lamda GR Limited	H6010004 H6010005 H6010006		
27 to 41 (odd) Marigold Crescent, Harwell, Didcot and 80 Candytuft Way, Harwell, Didcot	ON344420	Freehold	Lamda GR Limited	H6010016	ON297383	
68-68a High Street, London (SE20 7HB)	SGL45255	Freehold	Lamda GR Limited	H6010023		
Argosy House, 31-39 Kingston Hill, Kingston Upon Thames KT2 7PU	SGL804843	Freehold	Lamda GR Limited	H6010094	SGL275827	
Land and buildings in Acacia Way and Rowanwood Avenue, Sidcup	SGL804857	Freehold	Lamda GR Limited	H6010093	SGL473939	
Land at Hanchett End, Haverhill	SK393424	Freehold	Lamda GR Limited	H6010082 H6010083	SK349218	
Flat 1-16, Pinewood House, Chaldon Road, Caterham (CR3 5PE)	SY260940	Freehold	Lamda GR Limited	H6010028		
The Tannery, Station Approach, Godalming (GU7 1FW)	SY283454	Freehold	Lamda GR Limited	H6010079		
The Hill House, Portsmouth Road, Esher (KT10 9LN)	SY461414	Freehold	Lamda GR Limited	H6010027		
Land on the west side of Dunchurch Road, Rugby	WK110948	Freehold	Lamda GR Limited	H6010037		
Sophia Court, King Edward Road, Rugby (CV21 2TN)	WK420929	Freehold	Lamda GR Limited	H6010036		
8-46 (Inclusive), Units AE, Unit 1, Staldon Court, Swindon (SN1 7BY)	WT440949	Freehold	Lamda GR Limited	H6010018 H6010019	WT245325	
Ridgeway Farm, Common Platt, Purton, Swindon SN5 4JT	WT446110	Freehold	Lamda GR Limited	H6010090 H6010091	WT312325	

Pipeline (LH)

Property	Title No	Tenure	Owner	Property reference	Previous/Parent Title No (if applicable)	E&M Comments
Land adjoining 1-10 (inclusive), Chairborough Court, Chairborough Road, High Wycombe (HP12 3HH)	BM335338	Leasehold	Lamda GR Limited	H6010001		
Land at Edward Street, Birmingham	MM67977	Leasehold	Lamda GR Limited	H6010076 H6010077		
Central Cross Apartments, 2-4 South End, Croydon, CR0 1GU	SGL801381	Leasehold	Lamda GR Limited	K1010003	SGL347021	
Block D, 96 Warstone Lane, Birmingham B18 6NG	MM70133	Leasehold	Lamda GR Limited	K1010010 K1010011 K1010012		
Block C, 96 Warstone Lane, Birmingham B18 6NG	MM62462	Leasehold	Lamda GR Limited	K1010010 K1010011 K1010012		
Block B, 96 Warstone Lane, Birmingham B18 6NG	MM65836	Leasehold	Lamda GR Limited	K1010010 K1010011 K1010012		
Land on the south side of Warstone Lane, Birmingham B18 6PG	MM84222	Leasehold	Lamda GR Limited	K1010010 K1010011 K1010012		

Preserve (FH)

Property	Title No	Tenure	Owner	Property reference	Previous/Parent Title No (if applicable)	E&M comments
land on the west side of Hammers Lane, Mill Hill	AGL122466	Absolute Freehold	JLPPT Holdco 2 Limited	A4010027 A4010028 A4010035 A4010036 A4010037 A4010038 A4010039 A4010040 A4010041 A4010042 A4010043 A4010044 A4010045 A4010047 A4010048 A4010049 A4010050 A4010051 A4010054 A4010056 A4010057 A4010058 A4010059 A4010030 A4010031 A4010034 A4010046		
The Chalet Site, Hammers Lane, London	AGL163941	Absolute Freehold	JLPPT Holdco 2 Limited	A4010027 A4010028 A4010030 A4010031 A4010034 A4010046 A4010052 A4010053 A4010055 A4010029 A4010032 A4010033 A4010108		
The Venue, Gilson Place, Coppetts Road, London	AGL275251	Absolute Freehold	JLPPT Holdco 6 Limited	E4010027 E4010028		
136 Reading Road, Wokingham (RG41 1HB)	BK356214	Absolute Freehold	JLPPT Holdco 4 Limited	A5010134		
land at Maplin Park, Slough	BK441901	Absolute Freehold	JLPPT Holdco 2 Limited	A4010093		
11, 12, 14, 15 and 16 Eagle Road, Slough (SL1 5FR) and 5,7 and 9 Swift Close, Slough (SL1 5FT)	BK449346	Absolute Freehold	JLPPT Holdco 5 Limited	D9000001 D9000002		
1-9, 15-20, 37-42, 64-69, 73-78 And, 82-87 Dirac Road, Ashley Down, Bristol and parking spaces (BS7 9LP)	BL129690	Absolute Freehold	JLPPT Holdco 5 Limited	D9000015		
Edric House, 30 to 48 (even), Castle Street, High Wycombe (HP13 6RG)	BM149785	Absolute Freehold	JLPPT Holdco 6 Limited	E4010024 E4010025		
land on the south side of Plomer Hill, High Wycombe (HP13 5JQ)	BM1960	Absolute Freehold	JLPPT Holdco 4 Limited	A5010142		
198 Kingsmead Road, Loudwater, High Wycombe (HP11 1JQ)	BM282020	Absolute Freehold	JLPPT Holdco 4 Limited	A5010135		
Gilbert Scott Court, Whielden Street, Amersham (HP7 0AR)	BM373639	Absolute Freehold	JLPPT Holdco 6 Limited	E4010018		

188 to 196 (Even) Hargate Way, 2 to 6 (even) Black Swan Crescent and 1 to 9 (odd) Ashville Road, Hampton Hargate, Peterborough	CB353119	Absolute Freehold	JLPPT Holdco 4 Limited	A5010130 A5010131 A5010132		
16, 17 and 18 Scholars Rise, Middlesbrough (TS4 3RP)	CE216095	Absolute Freehold	JLPPT Holdco 6 Limited	E4010037		
2 and 4 Rope Lane and land on the south east side of 4 Rope Lane, Wistaston, Crewe (CW2 6RD)	CH115299	Absolute Freehold	JLPPT Holdco 4 Limited	A5010227 A5010228		
Flats 9, 11, 15, 17, 19 and, 21 Rivenmill Close, Widnes (WA8 3FJ)	CH594001	Absolute Freehold	JLPPT Holdco 4 Limited	A5010192		
1 to 12 (inclusive) and 14 to 50 (inclusive) Moorside, Warrington (WA4 1RN)	CH594002	Absolute Freehold	JLPPT Holdco 4 Limited	A5010195		
1 to 12 (inclusive) and 14 to 19 (inclusive) Mere View, Helsby, Frodsham (WA6 0FG)	CH594003	Absolute Freehold	JLPPT Holdco 4 Limited	A5010196		
1 to 12 (inclusive) Mere Rise, 14 to 25 (inclusive) Mere House and 26 to 35 (inclusive) Mere Place, Arbour Walk, Helsby, Frodsham (WA6 0FN)	CH594004	Absolute Freehold	JLPPT Holdco 4 Limited	A5010222 A5010223 A5010224		
5 to 10, Sutton Close, Longtown, Carlisle (CA6 5WD)	CU253938	Absolute Freehold	JLPPT Holdco 4 Limited	A5010193		
land at Victoria Wharf, Ferry Road, Cardiff	CYM194013	Absolute Freehold	JLPPT Holdco 5 Limited	D9000010 D9000011 D9000012 D9000014		
Land at Victoria Wharf, Ferry Road, Grangetown, Cardiff	CYM233329	Absolute Freehold	JLPPT Holdco 5 Limited	D9000013 D9000014		
Land at Victoria Wharf, Ferry Road, Grangetown	CYM286944	Absolute Freehold	JLPPT Holdco 5 Limited	D9000008 D9000009		
Land at Ffordd Ty Unnos, Cardiff (CF14 4NJ)	CYM484163	Absolute Freehold	JLPPT Holdco 2 Limited	A4010002		
200-216 Pentwyn Drive, Cardiff and parking spaces (CF23 7SD)	CYM488762	Absolute Freehold	JLPPT Holdco 2 Limited	A4010011		
Land at Vale Meadows, Cardiff	CYM510994	Absolute Freehold	JLPPT Holdco 2 Limited	A4010091 A4010092		
Plots, 157-164 The Grove, Groveland Road, Cardiff	CYM511670	Absolute Freehold	JLPPT Holdco 2 Limited	A4010090		
90-112 (even) And 138-336 (even), Argosy Way, Newport	CYM577905	Absolute Freehold	JLPPT Holdco 6 Limited	E4010035		
109 to 131 (odd) Argosy Way NP19 0LE	CYM776135	Absolute Freehold	JLPPT Holdco 6 Limited	E4010035	CYM330575	Being registered to JLPPT Holdco 6 Limited
Land on the east side of Dorchester Road, Weymouth	DT350954	Absolute Freehold	JLPPT Holdco 2 Limited	A4010097 A4010098 A4010099		
28 to 71 (inclusive) and 73 to 99 (odd) Appleby Close, Darlington (DL1 4AJ)	DU323844	Absolute Freehold	JLPPT Holdco 4 Limited	A5010197		
Land on West side of Alfreton Road, Derby	DY255282	Absolute Freehold	JLPPT Holdco 2 Limited	A4010105 A4010106		
Land on the east side of Luton Road, London	EGL443339	Absolute Freehold	JLPPT Holdco 1 Limited	E2010014		
91-99 Genas Close, Barkingside, Ilford (IG6 2PL)	EGL570013	Absolute Freehold	JLPPT Holdco 4 Limited	A5010158		
Baird Court, Station Road, Bexhill-On-Sea and Helensburgh Court, Upper Sea Road, Bexhill-On-Sea	ESX144600	Absolute Freehold	JLPPT Holdco 2 Limited	A4010062 A4010063		
Priory Mews, 44 Station Avenue, Southend-on-Sea (SS2 5EP)	EX725979	Absolute Freehold	JLPPT Holdco 2 Limited	A4010094 A4010095 A4010096		
land on the north west side of Viaduct Road, Chelmsford	EX740023	Absolute Freehold	JLPPT Holdco 3 Limited	C9010012		
Land on the north west side of Tylers Ride, Chelmsford	EX754809	Absolute Freehold	JLPPT Holdco 2 Limited	A4010107		

15-43 Rouse Way, Colchester (CO1 2TT)	EX842664	Absolute Freehold	JLPPT Holdco 4 Limited	A5010156		
1 to 31 (odd) Axial Way, 1 to 35 (odd), 6, 8, 24 and 26 Propelair Way and 2 to 56 (even) Tufnell Way and 1 to 26 Aerofoil Grove, Colchester and garages	EX849768	Absolute Freehold	JLPPT Holdco 4 Limited	A5010147 A5010148 A5010149 A5010150 A5010151 A5010152 A5010153 A5010154 A5010155		
land and premises at Weetmans Drive, Brinkley Grove Road and Mill Road, Colchester	EX849769	Absolute Freehold	JLPPT Holdco 4 Limited	A5010157		
flats 41 to 87 (odd), Weyland Drive, Stanway, Colchester (CO3 0RG)	EX849771	Absolute Freehold	JLPPT Holdco 4 Limited	A5010159		
112 to 144 Chelwater, Great Baddow, Chelmsford (CM2 7UR)	EX849772	Absolute Freehold	JLPPT Holdco 4 Limited	A5010183		
1, 3, 5, 8, 18, 20 and 32 The Nave, 1, 2, 3, 10, 11, 12 and 14 Abbey Path, 6, 8, 9, 10, 11, 12 and 14 to 20 Bell Close and 1 Lectern Mews, Laindon, Basildon	EX856586	Absolute Freehold	JLPPT Holdco 3 Limited	C9010001 C9010002 C9010003 C9010004 C9010005 C9010006 C9010007 C9010008 C9010009 C9010010		
Land on the east side of Westway, Colchester	EX858251	Absolute Freehold	JLPPT Holdco 3 Limited	C9010013 C9010014		
land at Quayside Drive, Colchester	EX861055	Absolute Freehold	JLPPT Holdco 1 Limited	A6010016		
Land adjoining St Marys Fields, Colchester	EX862455	Absolute Freehold	JLPPT Holdco 1 Limited	A6010019		
Land adjoining St Marys Fields, Colchester	EX862460	Absolute Freehold	JLPPT Holdco 1 Limited	A6010017 A6010018 A6010019		
land lying to the east of Crescent Road, Bolton	GM726167	Absolute Freehold	JLPPT Holdco 5 Limited	D9000005		
Flats 1 to 9 (inclusive), 30 Persimmon Gardens, Cheltenham (GL51 0UF)	GR343125	Absolute Freehold	JLPPT Holdco 4 Limited	A5010121		
4 and 6 Typhoon Way, Brockworth, Gloucester (GL3 4DY) and 20-23 Gamecock Close, Brockworth, Gloucester (GL3 4DZ)	GR343211	Absolute Freehold	JLPPT Holdco 4 Limited	A5010124 A5010125		
6-22, 32-48 and 70-86 (even numbers only) Boughton Way, Gloucester (GL4 4PG)	GR343235	Absolute Freehold	JLPPT Holdco 4 Limited	A5010220 A5010221		
71 to 79 (inclusive) Sanville Gardens, Stanstead Abbots, Ware (SG12 8GA)	HD499859	Absolute Freehold	JLPPT Holdco 4 Limited	A5010185		
1 to 6 Browning Court, 1 to 6 Hardy Court, 1 to 6 Bronte Court and 1 to 6 Holland Court, Chaucer Grove, Boreham Wood	HD499882	Absolute Freehold	JLPPT Holdco 4 Limited	A5010137 A5010138 A5010139 A5010140		
13 TO 35 (odd) and 91 to 101 (odd) Brick Kiln Road, Stevenage (SG1 2NH)	HD499883	Absolute Freehold	JLPPT Holdco 4 Limited	A5010145 A5010146		
37-131 (odd), Chequers Field, Welwyn Garden City (AL7 4TX)	HD501363	Absolute Freehold	JLPPT Holdco 2 Limited	A4010020		
Archers House, 1A Archers Road, Southampton (SO15 2LQ)	HP685668	Absolute Freehold	JLPPT Holdco 6 Limited	E4010020 E4010021 E4010022 E4010023		
18-29 Haskins Gardens, Farnborough (GU14 9FQ)	HP728708	Absolute Freehold	JLPPT Holdco 2 Limited	A4010018		

2-18 (even), Ribble Gardens, Fareham (PO16 8FJ)	HP755377	Absolute Freehold	JLPPT Holdco 6 Limited	E4010017		
26-30 Bath Road, Worcester (WR5 3BW)	HW171113	Absolute Freehold	JLPPT Holdco 6 Limited	E4010013 E4010014 E4010015 E4010016		
Land at Albion Way, Edenbridge	K968290	Absolute Freehold	JLPPT Holdco 2 Limited	A4010017		
1-20(inclusive), Critchley Avenue, Dartford (DA1 2GF)	K971788	Absolute Freehold	JLPPT Holdco 3 Limited	C9010011		
2-22 and 26-52 (evens) Rosebank, Thornton-Cleveleys (FY5 3FL)	LAN100947	Absolute Freehold	JLPPT Holdco 4 Limited	A5010188		
1 to 11, 46 to 56 and land lying to the south of Duxbury Gardens, Chorley (PR7 3JZ)	LAN101195	Absolute Freehold	JLPPT Holdco 4 Limited	A5010189 A5010190		
flats 1 to 12 and 14 to 33 Admiral View, 160 Queens Promenade, Blackpool (FY2 9GN) and flats 1 to 12 and 14 to 40 Admiral Heights, 164 Queens Promenade, Blackpool (FY2 9GJ)	LAN102022	Absolute Freehold	JLPPT Holdco 4 Limited	A5010186 A5010187		
47 to 50 and 67 to 78 Pipistrelle Drive, Market Bosworth, Nuneaton (CV13 0NW)	LT428561	Absolute Freehold	JLPPT Holdco 4 Limited	A5010006		
24 Saxthorpe Road, Hamilton, Leicester (LE5 1PT)	LT428566	Absolute Freehold	JLPPT Holdco 4 Limited	A5010007		
Flats 1 to 9 (inclusive), 5 Goods Yard Close, Loughborough (LE11 5EB) and 17 and 19 Rosebery Street, Loughborough (LE11 5DX)	LT428626	Absolute Freehold	JLPPT Holdco 4 Limited	A5010235 A5010236		
2 to 12 (even) and 9 to 27 (odd), Spinney Close, Thorpe Astley (LE3 3RY)	LT428769	Absolute Freehold	JLPPT Holdco 4 Limited	A5010001 A5010002		
33-41 Windmill Close, Royton, Oldham (OL2 5FH)	MAN154262	Absolute Freehold	JLPPT Holdco 4 Limited	A3010030		
35 Jones Street, 7-10, 24-26 and 32 Windmill Close, Royton, Oldham (OL2 5AH)	MAN154295	Absolute Freehold	JLPPT Holdco 4 Limited	A3010021 A3010022 A3010023 A3010024 A3010025 A3010026 A3010027 A3010028 A3010029		
265 Palatine Road, Manchester (M22 4ET)	MAN158446	Absolute Freehold	JLPPT Holdco 4 Limited	A5010226		
2 to 24 (even) Walthew House Lane, Kitt Green, Wigan (WN5 0JX)	MAN158451	Absolute Freehold	JLPPT Holdco 4 Limited	A5010225		

Land and buildings at Waterloo Street, Manchester	MAN166013	Absolute Freehold	JLPPT Holdco 2 Limited	A4010068 A4010069 A4010070 A4010071 A4010072 A4010073 A4010074 A4010075 A4010076 A4010077 A4010078 A4010079 A4010080 A4010081 A4010082 A4010083 A4010084 A4010085 A4010086 A4010087 A4010088 A4010089		
Land and buildings lying to the north of Green Lane, Stockport	MAN20909	Absolute Freehold	JLPPT Holdco 4 Limited	A5010202		
Flats 17 to 79 (odd), Goodrich Mews, Dudley	MM3630	Absolute Freehold	JLPPT Holdco 5 Limited	D9000003		
Land on the north west side of Cambridge Road, Southport	MS437372	Absolute Freehold	JLPPT Holdco 1 Limited	E2010002		
1 to 12 (inclusive) and 14 to 39 (inclusive) Green Gables, Kirkby, Liverpool (L33 2EH)	M5573251	Absolute Freehold	JLPPT Holdco 4 Limited	A5010191		
Central Tower, 300 Vauxhall Bridge Road, London (SW1V 1AA)	NGL733213	Absolute Freehold	JLPPT Holdco 1 Limited	E2010019		
29-31 Dingley Place, London (EC1V 8BR)	NGL752611	Absolute Freehold	JLPPT Holdco 1 Limited	E2010020		
12 to 20 (even) and 15 to 21 (odd) Woodbridge Street, London	NGL833715	Absolute Freehold	JLPPT Holdco 5 Limited	D9000016 D9000017 D9000018		
1 to 35 (odd), Victory Court, Diss (IP22 4GN)	NK398520	Absolute Freehold	JLPPT Holdco 4 Limited	A5010161		
Flats 1 to 11 (odd), Bullfinch Drive, Harleston (IP20 9FB) and Flats 175 to 185 (odd), Bullfinch Drive, Harleston (IP20 9FE)	NK398521	Absolute Freehold	JLPPT Holdco 4 Limited	A5010164 A5010165		
flats 1 to 6, 14 Henry Bird Way, and flats 1 to 11 (odd) Johnson Court, Northampton	NN298434	Absolute Freehold	JLPPT Holdco 4 Limited	A5010128 A5010129		
1-5 Midland Road, and Land and buildings at the back thereof, Carlton	NT423350	Absolute Freehold	JLPPT Holdco 4 Limited	A3010020		
land and buildings at Pagett Close and Robin Bailey Way, Hucknall	NT463913	Absolute Freehold	JLPPT Holdco 4 Limited	A5010004 A5010005		
16 to 32 (even) Bowne Street and 24 to 28 (even) Gresham Close, Sutton-In-Ashfield (NG17 4BJ)	NT464014	Absolute Freehold	JLPPT Holdco 4 Limited	A5010213 A5010238		
flats 22 to 32 (even), Brettsil Drive, Ruddington (NG11 6AH) and flats 7 to 19 (odd), Bradbury Gardens, Ruddington (NG11 6AX) and flats 5 to 17 (odd) and 26 to 34 (even) and 34A Cooper Gardens, Ruddington (NG11 6AZ)	NT464529	Absolute Freehold	JLPPT Holdco 4 Limited	A5010231 A5010232 A5010233 A5010234		

flats 1 to 18, Forman House, Hucknall Road, Nottingham and 101 Hucknall Road, Nottingham (NG5 1QZ) and flats 1 to 25, Thomas Forman Court, Stanhope Avenue, Nottingham (NG5 1QY) and 81 to 91 (odd), Stanhope Avenue, Nottingham (NG5 1QX) and flats 10 to 22 (even) and 15 to 23 (odd), Serif Close, Nottingham (NG5 1QQ) and flats 11, 14 to 18, 20 and 22, Emperor Close, Nottingham and garage 127 (NG5 1QR) and flats 14 to 24 (even), Plantin Road, Nottingham (NG5 1PT) and flats 1 to 8 and 18 to 27, Ledger Walk, Nottingham (NG5 1QU) and flats 24 to 30 (even) and 48 to 54 (even), Jensen Way, Nottingham (NG5 1QP)	NT464593	Absolute Freehold	JLPPT Holdco 4 Limited	A5010003 A5010008 A5010009 A5010010 A5010011 A5010012 A5010013 A5010214 A5010215 A5010216 A5010217 A5010218 A5010219		
2 to 8 (even numbers), 18 to 26 (even numbers), 42 to 64 (even numbers), 74 to 96 (even numbers) and 104 to 114 (even numbers) Deane Road, 2 to 12 (even numbers) Claypitt Walk and 31 to 41 (odd numbers) Wakefield Close, Nottingham	NT483560	Absolute Freehold	JLPPT Holdco 6 Limited	E4010004 E4010005 E4010006 E4010007 E4010008 E4010009 E4010010		
Jupiter House, Minerva House, Juno House, Neptune House, Romulus House, Bacchus House, Vesta House, Janus House and Liber House, Olympian Court, Hull Road, York	NYK377208	Absolute Freehold	JLPPT Holdco 4 Limited	A5010166 A5010167 A5010168 A5010169 A5010170 A5010171 A5010172 A5010173 A5010174		
1 to 12 Honeysuckle House and 1 to 12 Lilac Lodge, Larch Road, Leeds (YO8 8RJ)	NYK377209	Absolute Freehold	JLPPT Holdco 4 Limited	A5010175 A5010176		
Flats 1 to 6, 9 Mint Garth, Knaresborough (HG5 0WH)	NYK377211	Absolute Freehold	JLPPT Holdco 4 Limited	A5010201		
Land lying to the north of Roger Dudman Way, Oxford (OX2 0AD)	ON227339	Absolute Freehold	JLPPT Holdco 4 Limited	A5010133		
26-128 (even numbers only) Medhurst Way, Littlemore, Oxford (OX4 4NY)	ON290932	Absolute Freehold	JLPPT Holdco 4 Limited	A5010141		
land and buildings at Northcote Mews, Abingdon	ON290981	Absolute Freehold	JLPPT Holdco 4 Limited	A5010143 A5010144		
The Maltings and 45 Vineyard, Abingdon	ON92194	Absolute Freehold	JLPPT Holdco 4 Limited	A5010136		
Flats 1-16, 2 East Shore Way, Portsmouth (PO3 6GD) and 33, 35, 37 & 39 East Shore Way, Portsmouth (PO3 6FY)	PM26295	Absolute Freehold	JLPPT Holdco 6 Limited	E4010011 E4010012		
Land on the south west side of Henry Street, Stafford	SF413825	Absolute Freehold	JLPPT Holdco 4 Limited	A5010014 A5010015		
land and buildings on the north side of Watling Street, Two Gates	SF421748	Absolute Freehold	JLPPT Holdco 4 Limited	A5010106 A5010107 A5010108 A5010109 A5010110		
land on the south west side of Armitage Road, Rugeley	SF512132	Absolute Freehold	JLPPT Holdco 4 Limited	A5010212		
flats 43 to 59 (odd), Galingale View, Newcastle (ST5 2GQ)	SF562085	Absolute Freehold	JLPPT Holdco 4 Limited	A5010229		

39, 41, 43, 45, 47 and 49 Church Street, Uttoxeter (ST14 8AG) and land lying to the north west of Church Street, Uttoxeter	SF579990	Absolute Freehold	JLPPT Holdco 5 Limited	D9000004		
54 to 60 (even) Sydenham Road and 105 and 107 Lansdowne Road, Croydon	SGL10315	Absolute Freehold	JLPPT Holdco 6 Limited	E4010029 E4010030		
Churchills, 560 Bramford Road, Ipswich (IP1 5BQ)	SK130817	Absolute Freehold	JLPPT Holdco 2 Limited	A4010001		
Land adjoining 560 Bramford Road, Ipswich	SK291277	Possessory Freehold	JLPPT Holdco 2 Limited	A4010001		
12 to 34 (even), Ferguson Way, Kesgrave (IP5 2FZ)	SK323090	Absolute Freehold	JLPPT Holdco 4 Limited	A5010184		
24 to 29 (inclusive) Deanery Close, and 11, 12 and 14 to 21 (inclusive) Parker Place, Sudbury	SK323091	Absolute Freehold	JLPPT Holdco 4 Limited	A5010244 A5010245		
14 to 24 (even) Killick Crescent (NR33 8FR) and 27 to 37 (odd) Holystone Way, Carlton Colville (NR33 8FP)	SK323288	Absolute Freehold	JLPPT Holdco 4 Limited	A5010162 A5010163		
6 to 28 (even), Rushton Drive, Carlton Colville (NR33 8GB)	SK323333	Absolute Freehold	JLPPT Holdco 4 Limited	A5010160		
1 to 12 (inclusive) and 14 to 21 (inclusive) Chandler Court, 1, 3, 4, 7, 9, 12, 30, 32, 34, 35 and 36 Newman Drive, Kesgrave, Ipswich	SK325201	Absolute Freehold	JLPPT Holdco 2 Limited	A4010021 A4010022 A4010023		
1,2,3,4,19,20,21 and, 22 The Presidents, Beck Row, Bury St Edmunds (IP28 8HS)	SK327345	Absolute Freehold	JLPPT Holdco 2 Limited	A4010064 A4010065		
land at Sycamore Drive, Bury St Edmunds	SK328441	Absolute Freehold	JLPPT Holdco 2 Limited	A4010100 A4010101 A4010102 A4010103 A4010104		
12 and 14 to 33 Chancery Court, Newport (TF10 7GA)	SL205613	Absolute Freehold	JLPPT Holdco 4 Limited	A5010204		
4 to 12 (inclusive) Drake Close, Shrewsbury (SY2 5HW)	SL205614	Absolute Freehold	JLPPT Holdco 4 Limited	A5010230		
land on the east side of Garland Road, East Grinstead	SX107270	Absolute Freehold	JLPPT Holdco 6 Limited	E4010043		
The Cloisters, 83 London Road, Guildford (GU1 1FY)	SY704414	Absolute Freehold	JLPPT Holdco 1 Limited	A6010020 A6010021		
32 and 34 Claremont Avenue, Woking (GU22 7SG)	SY765437	Absolute Freehold	JLPPT Holdco 2 Limited	A4010066 A4010067		
Great Tattenhams Methodist Church, Chapel Way, Epsom (KT18 5SZ)	SY766369	Absolute Freehold	JLPPT Holdco 2 Limited	A4010003 A4010004 A4010005 A4010006		
land lying to the west of Nutfield Road, Redhill	SY771126	Absolute Freehold	JLPPT Holdco 5 Limited	D9000019		
Land lying to the west of Nutfield Road, Redhill	SY805674	Absolute Freehold	JLPPT Holdco 5 Limited	D9000019		
Block G Inwen Court, Grinstead Road, London (SE8 5BN)	TGL122340	Absolute Freehold	JLPPT Holdco 1 Limited	E2010001		
land and buildings on the south west side of Gainsford Street	TGL148312	Absolute Freehold	JLPPT Holdco 1 Limited	E2010015 E2010016 E2010017 E2010018		
Dick Sheppard Secondary School, Tulse Hill, London (SW2 2QB)	TGL23602	Absolute Freehold	JLPPT Holdco 1 Limited	E2010003 E2010004 E2010005 E2010006 E2010007 E2010008 E2010009 E2010010 E2010011 E2010012 E2010013		

26 Annison Street and 176 High Street, Tonbridge	TT12384	Absolute Freehold	JLPPT Holdco 6 Limited	E4010038 E4010039		
The Bay Hotel, Cullercoats, Whitley Bay	TY213008	Absolute Freehold	JLPPT Holdco 4 Limited	A5010182		
1 to 51 (inclusive) Palatine Place, Gateshead (NE11 9SR)	TY488724	Absolute Freehold	JLPPT Holdco 4 Limited	A5010194		
57 to 77 (odd) Dilston Grange, Wallsend (NE28 6JH)	TY488725	Absolute Freehold	JLPPT Holdco 4 Limited	A5010243		
Land lying to the south east of Christie Way, Stratford-upon-Avon	WK422687	Absolute Freehold	JLPPT Holdco 4 Limited	A5010123		
Land on the south west side of Banbury Road, Bridgetown, Stratford-Upon-Avon	WK432058	Absolute Freehold	JLPPT Holdco 4 Limited	A5010122		
2 to 18 (even) and 28 to 44 (even) Longfellow Road and 45 to 51 (odd) and 96 to 112 (even) Wordsworth Avenue, Stratford Upon Avon	WK456043	Absolute Freehold	JLPPT Holdco 4 Limited	A5010114 A5010115 A5010116 A5010117		
15 to 25 (odd) Claypitts Boulevard, Warwick (CV34 6HQ)	WK456059	Absolute Freehold	JLPPT Holdco 4 Limited	A5010237		
1-8, Tamworth Court, Elgin Gardens Stratford-Upon-Avon (CV37 7DQ) and 1-5 Honington Court, Elgin Gardens, Stratford-Upon-Avon (CV37 7DN)	WK456210	Absolute Freehold	JLPPT Holdco 2 Limited	A4010009 A4010010		
39 Queslett Road, Great Barr, Birmingham (B43 6DP)	WM777701	Absolute Freehold	JLPPT Holdco 2 Limited	A4010024		
The Engine Hotel, High Street, Hampton-in-Arden, Solihull, (B92 0AD)	WM797868	Absolute Freehold	JLPPT Holdco 4 Limited	A5010127		
Land on the north side of Mayfield Road, Wolverhampton	WM863862	Absolute Freehold	JLPPT Holdco 4 Limited	A5010207 A5010208 A5010209		
land on the north side of Mayfield Road and the west side of Hurstbourne Road, Wolverhampton	WM863864	Absolute Freehold	JLPPT Holdco 4 Limited	A5010209 A5010210 A5010211		
Pedmore Court, 26 Redlake Road, Pedmore, Stourbridge (DY8 2PJ)	WM864674	Absolute Freehold	JLPPT Holdco 4 Limited	A5010203		
Axis, Dominion Plaza, Carter Road, Coventry	WM964791	Absolute Freehold	JLPPT Holdco 2 Limited	A4010007 A4010008		
37 to 75 (odd) and 79 to 127 (odd) Anchor Drive, Tipton (DY4 7RD)	WM965368	Absolute Freehold	JLPPT Holdco 4 Limited	A5010111		
47 to 63 (odd), Ampleforth Drive, Willenhall (WV13 2LG)	WM965390	Absolute Freehold	JLPPT Holdco 4 Limited	A5010113		
19-53 (odd numbers only) Jonah Drive, Tipton (DY4 7AP)	WM965459	Absolute Freehold	JLPPT Holdco 4 Limited	A5010242		
8 to 12 (inclusive) and 14 to 40 (inclusive) Barleycorn Drive, and 7 to 11 (odd) and 15 to 19 (odd) Shenstone Road, Birmingham	WM965467	Absolute Freehold	JLPPT Holdco 4 Limited	A5010205 A5010206		
4 to 12 (inclusive) and 14 to 30 (inclusive) Kinsey Road, Smethwick (B66 4SN)	WM965469	Absolute Freehold	JLPPT Holdco 4 Limited	A5010239		
1 to 25 (inclusive) and 74 to 90 (inclusive) Philmont Court, Coventry (CV4 9BF)	WM965470	Absolute Freehold	JLPPT Holdco 4 Limited	A5010240 A5010241		
Flats 91 and 103 Richborough Drive, Dudley (DY1 3PZ)	WM966168	Absolute Freehold	JLPPT Holdco 4 Limited	A5010104 A5010105		
31-37 (odd), Jefferson Way, Coventry (CV4 9AN)	WM976336	Absolute Freehold	JLPPT Holdco 2 Limited	A4010061		
7 to 12 and 14 to 43 Garrington Road and 1 to 6 Newton Square, Bromsgrove	WR128746	Absolute Freehold	JLPPT Holdco 4 Limited	A5010118 A5010119		
Flats 1 to 21, Craft Court, Railway Walk, Bromsgrove (B60 3GW)	WR128790	Absolute Freehold	JLPPT Holdco 4 Limited	A5010120		
Field View House, Railway Walk, Bromsgrove (B60 3GY)	WR128791	Absolute Freehold	JLPPT Holdco 4 Limited	A5010126		

20 to 23 The Tything, Worcester (WR99 1DA)	WR76188	Absolute Freehold	JLPPT Holdco 6 Limited	E4010001 E4010002		
Land lying to the north of Rathlin Road, Broadfield, Crawley	WSX308295	Absolute Freehold	JLPPT Holdco 6 Limited	E4010036		
23-27 Hazelwick Mews, Crawley together with garages 17 to 21 and parking spaces (RH10 1BE)	WSX336339	Absolute Freehold	JLPPT Holdco 2 Limited	A4010015 A4010016		
2 Elver Close, Swindon (SN3 4GF), 2 Mayflower Road, Swindon (SN3 4DQ), 2, 8, 10 and 16 Endeavour Road, Swindon (SN3 4EX), 10 and 14 Swan Close, Swindon (SN3 4QB), 1-8 Springwater House, 8 Swan Close, Swindon (SN3 4QB), 1-6 Drinkwater House, 9 Swan Close, Swindon (SN3 4QB), 1-7 Bluewater House, 11 Swan Close, Swindon (SN3 4QB), 1-9 Clearwater House, 12 Swan Close, Swindon (SN3 4QB), 1-9 Triton House, 15 Swan Close, Swindon (SN3 4QB), 1-9 Waterfall House, 4 Endeavour Road, Swindon (SN3 4EX), 1-7 Stillwater House, 6 Endeavour Road, Swindon (SN3 4EX), 1-8 Coolwater House, 12 Endeavour Road, Swindon (SN3 4EX), 1-6 Bridgewater House, 14 Endeavour Road, Swindon (SN3 4EX)	WT285026	Absolute Freehold	JLPPT Holdco 4 Limited	A3010001 A3010002 A3010003 A3010004 A3010005 A3010006 A3010007 A3010008 A3010009 A3010010 A3010011 A3010012 A3010013 A3010014 A3010015 A3010016 A3010017		
Flats 1-9, 24 Frankel Avenue, Swindon (SN25 2NJ)	WT287600	Absolute Freehold	JLPPT Holdco 2 Limited	A4010019		
land to the North of Kirkstall Lane, Headingley	WYK354215	Absolute Freehold	JLPPT Holdco 4 Limited	A3010019		
land on the West side of Bradford Road, Wrenthorpe	WYK415665	Absolute Freehold	JLPPT Holdco 2 Limited	A4010026		
501 and 503 Harrogate Road, Leeds (LS17 7DE)	WYK519984	Absolute Freehold	JLPPT Holdco 4 Limited	A5010198 A5010199		
Land on the West side of Bradford Road, Carr Gate, Wakefield	WYK556005	Absolute Freehold	JLPPT Holdco 2 Limited	A4010026		
Land lying to the north east of Kirkstall Lane, Leeds	WYK806359	Possessory Freehold	JLPPT Holdco 4 Limited	A3010019		
Land at Bradford Road, Wrenthorpe, Wakefield	WYK808541	Absolute Freehold	JLPPT Holdco 2 Limited	A4010025		
Land and buildings on the East side of Bradford Road, Wrenthorpe, Wakefield	WYK833542	Absolute Freehold	JLPPT Holdco 2 Limited	A4010025		
3 to 8 Ainsley Court and 7 to 12 Ainsley View, Leeds	WYK918246	Absolute Freehold	JLPPT Holdco 4 Limited	A5010178		
5 to 12 and 14 to 18 Sinderhill Court, 1 - 12 and 14 to 25 Almond Court and 1 to 9 Juniper Court, Northowram, Halifax	WYK918247	Absolute Freehold	JLPPT Holdco 4 Limited	A5010179 A5010180 A5010181		
107 to 111 Promenade, Bridlington (YO15 2QJ)	YEA60956	Absolute Freehold	JLPPT Holdco 4 Limited	A5010200		
250 Stainbeck Lane, Leeds	YWE11726	Absolute Freehold	JLPPT Holdco 4 Limited	A5010177		
land on the south west side of Coppetts Road, Muswell Hill, London	AGL178398	Absolute Freehold	Fairthatch GR Limited	E7010229		
Land lying to the south-west of Coppetts Road, London	AGL356828	Absolute Freehold	Fairthatch GR Limited	E7010229		
1 to 4 and 19 to 57 Eagle Close, Leighton Buzzard (LU7 4AT)	BD103857	Absolute Freehold	Fairthatch GR Limited	E7010163		
2-16 (even), Hawking Drive, Biggleswade (SG18 8GN)	BD307983	Absolute Freehold	Fairthatch GR Limited	E7010195		
15-23 (odd) and 31-39 (odd), Valerian Way, Stotfold, Hitchin (SG5 4ET)	BD309659	Absolute Freehold	Fairthatch GR Limited	E7010223 E7010224		

land at Grange Drive, High Wycombe	BM395907	Absolute Freehold	Fairthatch GR Limited	E7010156		
land at Grange Drive and Kingshill Drive, High Wycombe	BM395908	Absolute Freehold	Fairthatch GR Limited	E7010158 E7010159 E7010160 E7010161		
land at Grange Drive, High Wycombe	BM395909	Absolute Freehold	Fairthatch GR Limited	E7010157		
Flat 1-32, Watson House, Turing Gate, Bletchley (MK3 6EQ)	BM397588	Absolute Freehold	Fairthatch GR Limited	E7010164		
17-37 (odd) Skye Crescent 68-84 (even) St Helena Avenue and 60-82 (even) Lundy Walk, Newton Leys, Bletchley	BM398261	Absolute Freehold	Fairthatch GR Limited	E7010167 E7010168 E7010169 E7010177		
Flats 1-17 (excluding 13), Barland Way, Aylesbury (HP18 0UZ)	BM408118	Absolute Freehold	Fairthatch GR Limited	E7010196		
1 to 15 (odd) Tobago Drive, Newton Leys (MK3 5FT)	BM409439	Absolute Freehold	Fairthatch GR Limited	E7010217		
Land at Lion Mills, Clay Street, Soham	CB408497	Absolute Freehold	Fairthatch GR Limited	E7010183		
10 to 16(even), 17 to 25(odd) and 36 to 58(even), Verde Close, Eye, Peterborough (PE6 7GR)	CB408532	Absolute Freehold	Fairthatch GR Limited	E7010182		
12-22 (Evens only) Cavendish Crescent, Newquay (TR7 3DS)	CL298100	Absolute Freehold	Fairthatch GR Limited	E7010003		
2 to 12 (even) Button Drive, Newquay (TR7 3FB)	CL316341	Absolute Freehold	Fairthatch GR Limited	E7010173		
1-16 (inclusive) Raleigh House, 1-10 (inclusive) Drake House, 1-10 (inclusive) Livingston House and 1-10 (inclusive) Fiennes House, Thursby Walk, Pinhoe, Exeter	DN645827	Absolute Freehold	Fairthatch GR Limited	E7010045 E7010046 E7010047 E7010048		
31-47 Saxon Road, Tavistock (PL19 8JS)	DN656047	Absolute Freehold	Fairthatch GR Limited	E7010162		
Flats 14 to 40 (evens), Boundary Place, Plymouth (PL6 7FD)	DN676049	Absolute Freehold	Fairthatch GR Limited	E7010225		
1 to 12 Langdon House and 1 to 12 Furze House, Furze Court, Exeter	DN676205	Absolute Freehold	Fairthatch GR Limited	E7010226 E7010227		
Flats 1-23 (inclusive), 101 Newfoundland Drive, Poole (BH15 1YE), Flats 1-22 (inclusive), 2 Avenel Way, Poole (BH15 1EN), Flats 1-18 (inclusive), 4 Avenel Way, Poole (BH15 1EN), Flats 1-27 (inclusive), 6 Avenel Way, Poole (BH15 1EN), Flats 1-14 8 Avenel Way, Poole (BH15 1EP), Flats 1-21 (inclusive) 10 Avenel Way, Poole (BH15 1EP), Flats 1-29 (inclusive) 12 Avenel Way, Poole (BH15 1EP), Flats 1-21 (inclusive) 14 Avenel Way, Poole (BH15 1EQ), Flats 1-19 (inclusive) 16 Avenel Way, Poole (BH15 1EQ) and Flats 1-19 (inclusive) 18 Avenel Way, Poole (BH15 1EQ)	DT401984	Absolute Freehold	Fairthatch GR Limited	E7010012 E7010013 E7010014 E7010015 E7010016 E7010017 E7010018 E7010019 E7010020 E7010021		
Flats 1 to 12 (inc) Grey Meadow Road, Ilkeston Derbyshire. DE7 8GF	DY509854	Absolute Freehold	Fairthatch GR Limited	E7010197		
Land on the south west side of, 27 Grey Meadow Road, Ilkeston and parking spaces (DE7 8GF)	DY512813	Possessory Freehold	Fairthatch GR Limited	E7010197		
Penshurst House, 6 Groombridge Avenue, Eastbourne and parking spaces (BN22 7FG)	ESX362595	Absolute Freehold	Fairthatch GR Limited	E7010043		
Scotney House, 2 Groombridge Avenue, Eastbourne and parking spaces (BN22 7FE)	ESX362596	Absolute Freehold	Fairthatch GR Limited	E7010042		

Standen House, 4 Groombridge Avenue, Eastbourne and parking spaces (BN22 7FF)	ESX362597	Absolute Freehold	Fairthatch GR Limited	E7010041		
2 to 36 (even), Kensington Way, Polegate (BN26 6FJ)	ESX369339	Absolute Freehold	Fairthatch GR Limited	E7010181		
3-11 (odd), 19-35 (odd) & 28-40 (even), Lambourne Chase, Chelmsford (CM2 9FF)	EX902528	Absolute Freehold	Fairthatch GR Limited	E7010040		
1 to 11 (odd) and 15 to 41 (odd) Normandy Drive, Yate, Bristol (BS37 4FJ)	GR382399	Absolute Freehold	Fairthatch GR Limited	E7010044		
18-48 And 90-116 (evens), Normandy Drive, Yate (BS37 4FG)	GR383395	Absolute Freehold	Fairthatch GR Limited	E7010004		
16 to 21 and 24 to 29 Wylie Gardens, Basingstoke (RG24 9TU)	HP776866	Absolute Freehold	Fairthatch GR Limited	E7010050		
1 to 15 (odd numbers) John Hunt Drive, (RG24 9TX), 7 to 26 Tenzing Gardens, (RG24 9TW) and 10 to 15 Wylie Gardens, Basingstoke (RG24 9TU)	HP776871	Absolute Freehold	Fairthatch GR Limited	E7010053 E7010054 E7010055		
2 to 28 (even numbers) John Hunt Drive, (RG24 9TX) and 11 to 15 (odd numbers) Lowe Gardens, (RG24 9TR) Basingstoke	HP776872	Absolute Freehold	Fairthatch GR Limited	E7010051 E7010052		
1-6 (inclusive) Shrivenham Walk, Basingstoke (RG24 9GR) and others	HP798822	Absolute Freehold	Fairthatch GR Limited	E7010220 E7010221 E7010222		
132 and 134 Shacklewell Lane, Hackney, London (E8 2BS)	LN62800	Absolute Freehold	Fairthatch GR Limited	E7010165 E7010166		
1 to 8 (inclusive), 10 to 20 (even), 21 to 27 (odd), 31 to 39 (odd), 43 and 45 Hexagon Close, 4 to 12 (even) Crumpsall Vale, 1 to 11 (odd), 15 to 19 (odd), 23 and 25 Imperial Way, 1 to 9 (inclusive), 11, 14, 16, 17 and 18, 22 to 26 (even) Bottomley Side, 29 to 45 (odd), 38, 40, 44 and 50 Quilter Grove, 1 to 11 (odd) 2, 4 and 15 Cody Avenue, 58, 59, 63 to 67 (odd) 62, 66, 68, 71 and 75 Lawson Street, Manchester	MAN245147	Absolute Freehold	Fairthatch GR Limited	E7010068 E7010069 E7010070 E7010071 E7010072 E7010073 E7010074 E7010075 E7010076 E7010077 E7010078 E7010079 E7010080 E7010081 E7010082 E7010083 E7010084 E7010085 E7010086 E7010087 E7010088 E7010089 E7010090 E7010091 E7010092 E7010093 E7010094 E7010095		

Land at Crumpsall Vale, Manchester	MAN299878	Absolute Freehold	Fairthatch GR Limited	E7010198 E7010199 E7010200 E7010201 E7010202 E7010203 E7010204 E7010205 E7010206 E7010207 E7010208 E7010209 E7010210 E7010211 E7010212 E7010213 E7010214 E7010215		
Brook House And Avery Court, Wharf Lane, Solihull	MM18953	Absolute Freehold	Fairthatch GR Limited	E7010001 E7010002		
Land at The Boulevard, Coventry (CV3 1NH)	MM24208	Absolute Freehold	Fairthatch GR Limited	E7010022 E7010023 E7010024		
Flats 1-11 (odd) and 41-63 (odd), Halt Mews, Kingswinford (DY6 7BF)	MM44937	Absolute Freehold	Fairthatch GR Limited	E7010039		
30-40 (even), Wharf Mews, Dudley (DY2 9LD)	MM44938	Absolute Freehold	Fairthatch GR Limited	E7010061		
Plots 65 - 80, Watermill Gardens, Magazine Road, Bromborough	MS604618	Absolute Freehold	Fairthatch GR Limited	E7010011		
land and buildings on the south-west side of Coppetts Road, London	MX85914	Absolute Freehold	Fairthatch GR Limited	E7010229		
15-23 Hackwood Glade, Hexham (NE46 1AL)	ND176548	Absolute Freehold	Fairthatch GR Limited	E7010029		
14 To 20 (even), Southalls Way, Norwich and associated parking spaces (NR3 4SJ)	NK455460	Absolute Freehold	Fairthatch GR Limited	E7010190		
2 To 12 (even), Southalls Way, Norwich and associated parking spaces (NR3 4SJ)	NK455461	Absolute Freehold	Fairthatch GR Limited	E7010189		
1 To 11 (odd), Southalls Way, Norwich and associated parking spaces (NR3 4SA)	NK455463	Absolute Freehold	Fairthatch GR Limited	E7010191		
13 To 23 (odd), Southalls Way, Norwich and associated parking spaces (NR3 4SA)	NK455464	Absolute Freehold	Fairthatch GR Limited	E7010192		
59 To 99 (odd), Southalls Way, Norwich (NR3 4SA)	NK455465	Absolute Freehold	Fairthatch GR Limited	E7010193		
1 To 18, Craven Court, Crome Road, Norwich (NR3 4QY)	NK455466	Absolute Freehold	Fairthatch GR Limited	E7010194		
Lakeview Court, Wildacre Drive, Northampton (NN3 9GG)	NN343599	Absolute Freehold	Fairthatch GR Limited	E7010216		
1-6 Skylark Close, 69-79 Swallow Crescent (odd), 27-37 (odd) Dunnock Close, Ravenshead, Nottingham (NG15 9ET)	NT512860	Absolute Freehold	Fairthatch GR Limited	E7010170 E7010171 E7010172 E7010178		
21 to 29 inclusive Kiln Avenue, Chinnor (OX39 4BZ)	ON309514	Absolute Freehold	Fairthatch GR Limited	E7010031		
Flats 1-55, Carfax House, 4 Worcester Close, London (SE20 8FL) and Flats 1-53 Isis House, 5 Worcester Close, London (SE20 8FL)	SGL754437	Absolute Freehold	Fairthatch GR Limited	E7010056 E7010057 E7010058 E7010059		
Radcliffe House, 3 Worcester Close, London (SE20 8FR)	SGL754438	Absolute Freehold	Fairthatch GR Limited	E7010060		
2 to 6 (even), 34 to 40 (even) and 54 Norden Way, Havant (PO9 4AF)	SH45340	Absolute Freehold	Fairthatch GR Limited	E7010218 E7010219		

2 to 12 (even incl), 24, 52, 54, 58, 76, 80, 82, 132 and 134 Nettlefolds and 6 to 12 (incl), 14 to 18 (incl), 23 and 24 Britannia Way, Hadley, Telford	SL222780	Absolute Freehold	Fairthatch GR Limited	E7010007 E7010008 E7010009 E7010010 E7010174		
1 to 11 (odd incl), 25, 39 to 45 (odd incl), 49 to 81 (odd incl), 107 to 123 (odd incl) Nettlefolds and 25, 26 and 31 Britannia Way, Hadley, Telford	SL223976	Absolute Freehold	Fairthatch GR Limited	E7010026 E7010027 E7010028		
1-51 Beacon Crescent, Hindhead (GU26 6UG)	SY818901	Absolute Freehold	Fairthatch GR Limited	E7010032		
1 to 18 (inclusive), Pritchard Court, George Roche Road, Canterbury (CT1 3EF)	TT21613	Absolute Freehold	Fairthatch GR Limited	E7010030		
70 To 84 (even) 81 To 107 (odd) 165 To 181 (odd), George Roche Road, Nunnery Fields, Canterbury (CT1 3LP)	TT22689	Absolute Freehold	Fairthatch GR Limited	E7010038		
1-25 (odd), 18, 20, and 41 Clock House Rise, Coxheath, Maidstone, (ME17 4GS), 5, 8, 42, 50-60 (even) Duke of York Way, Coxheath, Maidstone, (ME17 4GT) and 1-6 John Day Close, Coxheath, Maidstone (ME17 4GU)	TT30389	Absolute Freehold	Fairthatch GR Limited	E7010064 E7010065 E7010066 E7010067		
1-19 (inc) The Farrows, Maidstone (ME15 9ZL) and 5-10 (inc) Hawkes Way, Maidstone (ME15 9ZL)	TT31180	Absolute Freehold	Fairthatch GR Limited	E7010033 E7010034 E7010175		
1-9 (inc), East Hall Walk, Sittingbourne (ME10 3GA) and 13-29 (odd) and 39-49 (odd) Abelyn Avenue, Sittingbourne (ME10 3GE)	TT34914	Absolute Freehold	Fairthatch GR Limited	E7010062 E7010063		
28 to 51 (inclusive), Taylor Close, Tonbridge (TN9 2FE)	TT45609	Absolute Freehold	Fairthatch GR Limited	E7010188		
7 Burnside Close, Boldon Colliery NE35 9BU	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
11 Woodside Drive, Boldon Colliery (NE35 9BP)	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
garage for 15 Woodside Drive, Boldon Colliery	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
garage for 42 New Road, Boldon Colliery	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
garage for 40 New Road, Boldon Colliery	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
garage for 2 Burnside Close, Boldon Colliery	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
garage for 11 Boldon Lea, Boldon Colliery	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
12 Donside Close, Boldon Colliery (NE35 9BS)	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		

garage for 3 Donside Road, Boldon Colliery	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
garage for 55 New Road, Boldon Colliery	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
1 Donside Close, Boldon Colliery (NE35 9BS)	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
2 Donside Road, Boldon Colliery (NE35 9BS)	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
garage for 54 New Road, Boldon Colliery	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
garage for 41 New Road, Boldon Colliery	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
garage for 8 Burnside Court, Boldon Colliery	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
6 Burnside Close, Boldon Colliery (NE35 9BU)	TY533205	Absolute Freehold	Fairthatch GR Limited	E7010184 E7010185 E7010186 E7010187		
1 to 12 (inclusive) and 14 to 25 (inclusive) Castle Combe and 1 to 12 (inclusive) and 14 to 31 (inclusive) Kirkistown Close, Rugby	WK469301	Absolute Freehold	Fairthatch GR Limited	E7010005 E7010006		
37-45 Priors Grove Close, Warwick (CV34 6LY)	WK471591	Absolute Freehold	Fairthatch GR Limited	E7010035		
4 to 16 (inclusive) Rider Close, Nuneaton (CV10 7GG)	WK475784	Absolute Freehold	Fairthatch GR Limited	E7010049		
23 and 25, 35 and 37, 62 to 84 (even) Peach Pie Street, and 3 and 5 Hen and Chickens Field, Wincanton	WS73694	Absolute Freehold	Fairthatch GR Limited	E7010179 E7010180		
Flats 1-15, Hollist Court, 1 Hollist Chase, Wick, Littlehampton (BN17 6FX)	WSX391171	Absolute Freehold	Fairthatch GR Limited	E7010228		
The Farmhouse, 42 Prospero Way, Swindon (SN25 1BZ)	WT312226	Absolute Freehold	Fairthatch GR Limited	E7010025		

Preserve (LH)

Property	Title No	Tenure	Owner	Property reference	Previous/Parent Title No (if applicable)	E&M comments
Block G1, The Centre, Feltham	AGL142601	Absolute Leasehold	JLPPT Holdco 3 Limited	C9010015		
Azalea House, High Street, Feltham (TW13 4GB)	AGL154052	Absolute Leasehold	JLPPT Holdco 6 Limited	E4010019		
Site G2, The Centre, Feltham	AGL160027	Absolute Leasehold	JLPPT Holdco 3 Limited	C9010015		
Premises at Duke Street, Chelmsford	EX785307	Absolute Leasehold	JLPPT Holdco 3 Limited	C9010012		
1 to 12 (inclusive), 14 to 21 (inclusive) and 23 to 39 (odd) Ramswell Close, Bolton (BL3 2NF) and 101 to 112 (inclusive), 201 to 212 (inclusive), 301 to 312 (inclusive) and 401 to 412 (inclusive) Lilac Gardens, Bolton (BL3 2NL)	MAN193434	Absolute Leasehold	JLPPT Holdco 5 Limited	D9000005 D9000006 D9000007		
Land and buildings on the north side of Furnival Street, Sheffield	SYK507558	Absolute Leasehold	JLPPT Holdco 4 Limited	A3010018		
Parking Spaces 16-18, 19-54, 58-66, Third Floor, Gainsford Street Car Park, Gainsford Street	TGL155672	Absolute Leasehold	JLPPT Holdco 1 Limited	E2010021		
Land on the East and West sides of Burcote Road, Pye Hayes	WM635333	Absolute Leasehold	JLPPT Holdco 4 Limited	A5010016 A5010017 A5010018 A5010019 A5010020 A5010021 A5010022 A5010023 A5010024 A5010025 A5010026 A5010027 A5010028 A5010029 A5010030 A5010031 A5010032 A5010033 A5010034 A5010035 A5010037 A5010038 A5010039 A5010040 A5010041 A5010042 A5010043 A5010044		

E&J (FH)

Property	Title No	Tenure	Owner	Property reference	Previous/Parent Title No (if applicable)	E&M comments
92 to 104 (even), High Street, Yiewsley, West Drayton (UB7 7DU)	AGL187597	Freehold	E&J 603 LIMITED	ESSEYIEW		
Greensleeves, Tiergarten, Sherwood, Lyndhurst, Tallis and Wayside, Old Forest Road, Winnersh (RG41 1HY)	BK117530	Freehold	E&J 1001 LIMITED	WAYSIDE		
2-24 (even) Austin Way, Bracknell (RG12 9HN), 1-15 (all), 28-43 (all) and 56-61 (all) Hampden Crescent, Bracknell (RG12 9NW) and 50-60 (even) Jaguar Lane, Bracknell (RG12 9PE)	BK467781	Freehold	E&J 603 LIMITED	THEPARKS		
101 to 113 (odd) Chieftain Way, Cambridge (CB4 2EF), 23 to 27 (odd) Circus Drive, Cambridge (CB4 2BT), 78 to 86 (even) Central Avenue, Cambridge (CB4 2BS), 22 Rosehip Road, Cambridge (CB4 2BW) and land at Rosehip Road, Cambridge	CB395039	Freehold	E&J 603 LIMITED	ECLIPSE		
2-10 (even), 10-14 (even), 24-30 (even) Matterhorn Road, 25 Blackstairs Road, Tudor Grange	CH626338	Freehold	E&J GROUND RENTS NO6 LLP	TUDORGNG		
Apartment 1-10 14 Heyden Close, Apartment 1-10 16 Heyden Close, Apartment 1-10 12 Wallbrook Avenue, 7-25 (odds excl 13), 25a Whirley Road, 1, 2, 5-24 (inclusive), 27, 29, 33, 35, 37, 40 Jasmine Avenue, 2-4 (inclusive), 6-10 (even) Wallbrook Avenue, 1, 3-6 (inclusive), 8, 10, 11 Heyden Close, 1, 4, 9, 15 and 17 Blueberry Way, Jasmine Park	CH626340	Freehold	E&J GROUND RENTS NO6 LLP	JASMINE		
1 Hovey Close, 2, 4, 8, 15, 17 Meadowbank Avenue and 2 Hopol Drive, Farriers Green	CH626349	Freehold	E&J GROUND RENTS NO6 LLP	FARRIERS		
2 Lawnhurst Close	CH628826	Freehold	E&J GROUND RENTS NO6 LLP	FARRIERS		
Land lying to the southwest of Pavilion Rise, Duporth, St Austell.	CL304257	Freehold	E&J 1001 LIMITED	WOODLDVW		
1, 4 and 5, 9 to 12 (inclusive) and, 15 Pentywyn Heights, Deganwy, Conwy (LL31 9DT)	CYM554903	Freehold	E&J GROUND RENTS NO 4 LLP	PENTYWYN		
9-12, 14-17 Monroe Gardens, Plymouth (PL3 4GY)	DN631212	Freehold	E&J 1001 LIMITED	MONROEGN		
2 to 12 (evens) Whitehaven Way, Plymouth PL6 6BJ and 265A to 265F (inclusive) Clittaford Road, Plymouth PL6 6FD	DN642293	Freehold	E&J 1001 LIMITED	WARLEIGH		
2-12 Samuel Bassett Avenue, Plymouth (PL6 6FL), Flats 1-6, 1 Lulworth Drive, Plymouth (PL6 7DT) and parking spaces	DN646808	Freehold	E&J 1001 LIMITED	LIMESPLY		
15, 17, 27 and 29 Otterdale Close, Buxton (SK17 6DX) and Apartments 1 to 6 Otterdale Barn, Otterdale Close, Buxton (SK17 6BL)	DY465694	Freehold	E & J GROUND RENTS NO 4 LLP	OTTERHLE		
2 to 24 (even), 50, 52, 84, 94, 95, 96, 107, 118, 119, 120, 122, 123, 124, 125, 138, 154, 170, and 177 Foss Road, 12 and 14 Dee Close, 4, 16, 18 and 20 Hull Street and 7, 9 and 10 Nothill Road, Hilton, Derby	DY469003	Freehold	E&J 1001 LIMITED	OAKHAMPT		
5-9 (odd), Lawn Close, Stoke Gifford, Bristol and 30-48 (even) Long Down Avenue, Stoke Gifford and Garages.	GR383988	Freehold	E&J 1001 LIMITED	BLNFIELD		
101-119 (odd), Whites Way, Hedge End, Southampton (SO30 2GL)	HP745330	Freehold	E&J GROUND RENTS NO3 LLP	WHITESWY		
102 - 112 (evens) Sunlight Gardens, Fareham (PO15 6DQ)	HP745331	Freehold	E&J GROUND RENTS NO3 LLP	SUNSANDP		
37-63 (odds) and 56-82 (evens) Sunlight Gardens, Fareham (PO15 6DG)	HP745332	Freehold	E&J GROUND RENTS NO3 LLP	SUNASPT		
Common parts and grounds 25-43 Kirby Drive, Bramley, Tadley (RG26 5EQ)	HP757863	Freehold	E&J 1001 LIMITED	KIRBYDRV		
1, 2-14 (even), 24, 26, 27, 30, 31, 33, 37, 39 and 45 Oakdale Drive, Whalley, Clitheroe (BB7 9FW).	LAN148362	Freehold	E&J GROUND RENTS NO6 LLP	CALDERST		
11, 12, 19 and 21 Brightside Road, 2, 19-22 (inclusive), 25 and 26 Longshaw Close, Blackley, Manchester, M8 5XJ/5XL	MAN221292	Freehold	E&J GROUND RENTS NO6 LLP	BYRONBNK		
2, 4, 8 to 14 (evens) and 18 to 46 (evens) Waters Edge, Moston, Manchester (M40 3SL).	MAN221293	Freehold	E&J GROUND RENTS NO6 LLP	WATERSHS		

60, 62, 64, 68, 70, 84, 86, 88, 92, 92a Manchester Street, 39, 41, 45, 47, 48, 49, 50, 51, 52, 54 Mount Street, 21-43 (odds) Schofield Street, 1-5 (odds) and 9-17 (odds excl 13) Sundew Close, Apartments 1-12 74 Manchester Street, Apartments 1-12 78 Manchester Street, Manchester OL10.	MAN221294	Freehold	E&J GROUND RENTS NO6 LLP	HEYMOUNT		
66, 68, 88, 92-104 (evens), 217, 219 227, 233, 235, 239, 241, 245, 273 and 275 Roseway Avenue, Cadishead, Manchester, M44.	MAN221297	Freehold	E&J GROUND RENTS NO6 LLP	HAYESGRN		
7, 9, 11 and 15 Rough Brook Road, Rushall, Walsall (WS4 1EW)	MM7091	Freehold	E&J 1001 LIMITED	ROUGHBRK		
207 to 223 (Odd) Redhill Road and 24 to 32 (Even) Grange Walk, Northfield, Birmingham.	MM7092	Freehold	E&J 1001 LIMITED	LEACROFT		
8-118 (even), 19, and 39-53 (odd) Brett Young Close, Halesowen (B63 3BJ)	MM7093	Freehold	E&J 1001 LIMITED	BRETTYOU		
32 to 43 (inclusive) and 50 to 61 (inclusive) Summertown Road, Oldbury (B69 2GF).	MM7225	Freehold	E&J 1001 LIMITED	SUMMERTN		
Land at Salt Works Lane, Weston, Stafford	SF581860	Freehold	E&J 1001 LIMITED	CANALSID		
Flats 1 to 8 (inclusive) Edlingham House, Flats 1 to 12 (inclusive) Berwick House, Flats 1 to 8 (inclusive) Stirling House, Flats 1 to 8 (inclusive) Allerton House, Flats 1 to 9 (inclusive) Ravenscraig House, Flats 1 to 12 (inclusive) Audley House, Flats 1 to 9 (inclusive) Lydford House, Waratah Drive & Ravens Dene, Chislehurst.	SGL755854	Freehold	E&J 603 LIMITED	KINGSQTR		
Land at John Norman Grove, Lightwater (GU18 5AD)	SY117314	Freehold	E&J GROUND RENTS NO3 LLP	JOHNNORM		
10 Belmont Drive, Penistone, Sheffield (S36 6GH), 4, 5 and 7 Corunna View, Penistone, Sheffield (S36 6GE) and 10 and 10a Fullshaw Bank, Penistone, Sheffield (S36 6GB)	SYK595398	Freehold	E&J GROUND RENTS NO 4 LLP	EMERALDG		
2-36 (even) Myrtle Drive and 39-61 (odd) Myrtle Crescent, Sheffield	SYK595420	Freehold	E&J GROUND RENTS NO 4 LLP	MYRTLECD		
10 to 18 (even) Rotherham Road North and 1-17 (inclusive but excluding 13) Halfway Close, Halfway, Sheffield	SYK595422	Freehold	E&J GROUND RENTS NO 4 LLP	MEZZOHSE		
Land and buildings lying to the west of Marsh Street, Dartford	TT32492	Freehold	E&J 603 LIMITED	THEBRIDG		
Land lying to the west of Mill Lane, Rustington, Littlehampton (BN16 3ED)	WSX308097	Freehold	E&J GROUND RENTS NO3 LLP	THELIMES		
12 and 12a, 48a, 48b, 50a and 50b Kingscroft Drive, Brough	YEA67549	Freehold	E&J GROUND RENTS NO 4 LLP	KINGSCFT		
3 Yewdall Road, Rodley (LS13 1NB), 25 to 33 Georgian Square, Rodley (LS13 1PZ), 1 to 6 Pickering House, 1 to 12 Normington House and 1 to 6 Towler House, Towler Drive, Rodley (LS13 1PB)	YY1558	Freehold	E & J GROUND RENTS NO 4 LLP	HATHORNS		
1,3, 7 to 17 (odd numbers) 10, 18,20, 24, 28 to 32 (even numbers) Stonemere Avenue, Todmorden (OL14 5RW)	YY2657	Freehold	E&J GROUND RENTS NO3 LLP	STONEMER		
Land at Stonemere Avenue, Todmorden	YY6959	Freehold	E&J GROUND RENTS NO3 LLP	STONEMER		

E&J (LH)

Property	Title No	Tenure	Owner	Property reference	Previous/Parent Title No (if applicable)	E&M comments
1,2,5,6,7,8,42,44,45,46,48 And 49 Mater Close and 27, 27C, 29, 29A, 29B and 29C Stopgate Lane, Walton, Liverpool	MS609557	Leasehold	E&J GROUND RENTS NO6 LLP	PADDOCKS		
Premises at ground, first and second floor levels above Units, 3-7 Mill Street, Wantage	ON278853	Leasehold	E&J GROUND RENTS NO 10 LIMITED	LIMBROUG		
Premises at ground floor level at the back of 22-32a Mill Street, Wantage.	ON278854	Leasehold	E&J GROUND RENTS NO 10 LIMITED	LIMBROUG		
Car Park at Limborough Road, Wantage, Oxon	ON278855	Leasehold	E&J GROUND RENTS NO 10 LIMITED	LIMBROUG		

Gen1

Property	Title No	Tenure	Owner	Property reference	Previous/Parent Title No (if applicable)	E&M comments
Block C, Kirkland Drive, Enfield.	AGL132231	Freehold	Lamda GR Limited	18000045		
88 and 88a Braund Avenue, Greenford U86 9JL	AGL41054	Freehold	Lamda GR Limited	18000120		
Blocks A,B,C,D,E,F,G and I Varsity Drive, Twickenham TW1 1AN	AGL61207	Freehold	Lamda GR Limited	15000002		
130 to 145 Varsity Drive, Twickenham TW1 1AJ	AGL63565	Freehold	Lamda GR Limited	10000012		
13 to 22 Pentland Place, Church Road, Northolt and twelve parking spaces	AGL74987	Freehold	Lamda GR Limited	10000012		
43, 45, 47 and, 49 Angel Lane, Hayes UB3 2QZ	AGL75789	Freehold	Lamda GR Limited	16000080		
134, 138 and 140 Rushgrove Avenue, London NW9 6RD	AGL83780	Freehold	Lamda GR Limited	6000435		
Plots 16 to 30 and Plots 34 to 39 Woodlands Estate, Houghton Regis	BD118844	Freehold	Lamda GR Limited	6000561		
Land lying to the south east of Elstow Road, Bedford	BD168871	Freehold	Lamda GR Limited	6000738		
12a-20 (excluding 13) Rosebay Close, Flitwick	BD213427	Freehold	Lamda GR Limited	6000739		
43-50 Bluebell Close, Flitwick, Bedford MK45 1NS	BD213513	Freehold	Lamda GR Limited	6000740		
19 to 65 odd (inclusive) and 10 to 24 even (inclusive) Lawn Gardens, Luton	BD213693	Freehold	Lamda GR Limited	10000005		
61-75 (odd) Clover Road, Flitwick	BD214735	Freehold	Lamda GR Limited	6000572		
10 to 19 St Lawrence Square, Hungerford RG17 0HB	BK195991	Freehold	Lamda GR Limited	6000567		
1, 2, 3, 4, 9, 10, 11 and 12 Halpin Close, Calcot	BK361275	Freehold	Lamda GR Limited	6000491		
13-14 Halpin Close, Calcot, Reading RG31 4RA	BK419227	Freehold	Lamda GR Limited	6000492		
10 Laurel Drive, High Wycombe	BM100607	Freehold	Lamda GR Limited	6000493		
Rossllyn, Marlow Road, Bourne End	BM136452	Freehold	Lamda GR Limited	6000495		
1, 2, 3 And 4, Lexham Court, Rickmansworth Road, Amersham HP6 5JH	BM145653	Freehold	Lamda GR Limited	6000496		
Eaton Place, Eaton Avenue and Fryers Court, Eaton Avenue and Abercromby Court, Abercromby Avenue, High Wycombe	BM169597	Freehold	Lamda GR Limited	6000497		
Lyneves, Okanagan, Brockton and Jakella, Pinewood Road, Beaconsfield	BM21053	Freehold	Lamda GR Limited	6000498		
144 to 178 (even) Pinewood Green, Beaconsfield and garages	BM249398	Freehold	Lamda GR Limited	6003625		
Block C, Whitehead Way, Aylesbury	BM297418	Freehold	Lamda GR Limited	6000568		
20-34 (even, Glenwoods, Newport Pagnell MK16 0NB	BM74291	Freehold	Lamda GR Limited	6000618		
40 To 50 (even) And 64 To 86 (even), Corrie Road, Cambridge CB1 3RB	CB231744	Freehold	Lamda GR Limited	6000619		
20-42 (even), Impala Drive, Cambridge CB1 9XL	CB231746	Freehold	Lamda GR Limited	6000538		
Land and buildings on the west side of High Road, South Woodford	EGL254598	Freehold	Lamda GR Limited	6000539		
19 to 45 and 62 to 73 Leabank Square, Berkshire Road	EGL291368	Freehold	Lamda GR Limited	6000540		
88-123 and 128-139 Dalrymple Close, London, N14 4LQ	EGL309723	Freehold	Lamda GR Limited	6000784		
9 and 10 Bishops Avenue, Newham, London E13 0RB	EGL36300	Freehold	Lamda GR Limited	8000062		
274 Strone Road, London E12 6TP	EGL369346	Freehold	Lamda GR Limited	8000063		
53, 57 and 59 St Anthony's Avenue, Woodford Green IG8 7EP	EGL402959	Freehold	Lamda GR Limited	8000064		

				6000771 6000772 6000774 6000775 6000776 6000777 6000778 6000779		
Land on the west side of Sun Street, Sawbridgeworth	EX343733	Freehold	Lamda GR Limited			
20-89 The Meadows, Sawbridgeworth	EX437527	Freehold	Lamda GR Limited	6000750 6000871		
1, 2 and 3 Old Rectory Court, Station Road, Marks Tey	EX43980	Freehold	Lamda GR Limited	6000786		
Pastures Rise, St Andrews Avenue, Colchester	EX478288	Freehold	Lamda GR Limited	6000720 6000725 6000726		
Ash Court, Main Road, Harwich CO12 4NH	EX520245	Freehold	Lamda GR Limited	6000798		
13 to 36 and 45 to 164 Woodland Grove, Epping	EX594116	Freehold	Lamda GR Limited	10000010		
37-44 (inclusive) and 165-176 (inclusive) Woodland Grove, Epping	EX601100	Freehold	Lamda GR Limited	10000010		
1-12 Woodland Grove, Centre Drive, Epping CM16 4NE	EX601105	Freehold	Lamda GR Limited	10000010		
90 and 91 The Meadows, Sawbridgeworth CM21 9RA	EX634441	Freehold	Lamda GR Limited	6000750		
15 to 37 Regency Court, Pear Tree Mead, Harlow and parking spaces	EX650483	Freehold	Lamda GR Limited	6000789		
147 to 153 (odd) River Way, Loughton IG10 3LN	EX655912	Freehold	Lamda GR Limited	6000425		
1 to 14 (inc), Regency Court, Harlow CM18 7DH	EX928173	Freehold	Lamda GR Limited	6000789 6000790		
5 to 12 and 14 to 23 Pound Close and Parking Spaces, Brockworth	GR94355	Freehold	Lamda GR Limited	6000709 6000710		
Land and buildings in Larkinson, Stevenage	HD107533	Freehold	Lamda GR Limited	6000655 6000656 6000658 6000660 6000662 6000661		
Land and buildings at Millstream Close	HD283165	Freehold	Lamda GR Limited	15000035		
16-23 (inclusive) Conifer Close and 19-26 (inclusive) Shanklin Close, Cheshunt	HD283169	Freehold	Lamda GR Limited	6000736		
Land on the south side of Ware Road, Hertford	HD297334	Freehold	Lamda GR Limited	10000002 10000003		
1-32 (inclusive), Kelman Close, Waltham Cross and parking spaces EN8 8JL	HD301241	Freehold	Lamda GR Limited	6000807 6000808		
Land at St Albans Road, Garston	HD371278	Freehold	Lamda GR Limited	10000006		
19-26 Shanklin Close, Cheshunt Herts EN7 6H	HD384279	Freehold	Lamda GR Limited	6000749		
14-25 Ramson Rise, Hemel Hempstead HP1 2DG	HD384286	Freehold	Lamda GR Limited	6000787 6000788		
2,4,10 and 12 Larkinson Bridge Road, Stevenage	HD384799	Freehold	Lamda GR Limited	6000654 6000657		
9-15 (odd numbers only) Virgil Drive and 1-31 and 41-47 (odd numbers only) Berners Way and garages, Broxbourne	HD392173	Freehold	Lamda GR Limited	6000626 6000627 6000628 6000629 6000630 6000632		
6 and 8 Larkinson, Stevenage, SG1 3HP	HD394691	Freehold	Lamda GR Limited	6000661		
14, 16, 18, 20, 26 and 28 Larkinson, Bridge Road SG1 3HP	HD414697	Freehold	Lamda GR Limited	15000026 15000027 15000028		
1-12, 18-71 and 84-109 (inclusive) Millstream Close, Hitchin	HD445885	Freehold	Lamda GR Limited	6000742 6000743 6000744 6000745 6000746 6000747 6000748		
1-8 Birkdale Close (inclusive), Links View, Northampton	HN12818	Freehold	Lamda GR Limited	6000609 6000612		
89-111 (odd) and 114-128 (even) Spinney Hill Road, Northampton	HN12819	Freehold	Lamda GR Limited	6000603 6000604 6000605 6000606 6000607		

24 to 102 (Even) Witts Hill and 69 and 70 Summit Way, Midanbury	HP238271	Freehold	Lamda GR Limited	15000004 15000005 15000006 15000007		
130, 132, 134 and 136 West Heath Road, Farnborough GU14 8PL	HP303399	Freehold	Lamda GR Limited	6000516		
Wingate Court, Aldershot GU11 1SU	HP551906	Freehold	Lamda GR Limited	10000008		
26 to 33 and 94 to 101 Borodin Close, 34 to 57 Elgar Close, 21 to 28 Handel Close, 14 to 25 Ravel Close, 18 to 32 (even) Sullivan Road, 13 to 20 Purcell Close, 41 to 88 Grainger Close, 1 to 12 and 21 to 28 Bliss Close and 1 to 15 (odd), 42 to 56 (even), 74 to 88 (even), 103 to 117 (odd), 142 to 156 (even), 163 to 177 (odd) and 282 to 296 (even) Britten Road, Basingstoke	HP583349	Freehold	Lamda GR Limited	6000447 6000453 6000454 6000455 6000457 6000458 6000459 6000460 6000461 6000462 6000463 6000464 6000465 6000466 6000467 6000468 6000469 6000470 6000471 6000472 6000473 6000474		
2, 2A Giffard Drive, 75-85 West Heath Road (Odds), Cove, Farnborough	HP583445	Freehold	Lamda GR Limited	6000517 6000518 6000729		
24 to 34 (even), 48 to 62 (even) and 72 to 90 (even), Witts Hill, Southampton	HP584243	Freehold	Lamda GR Limited	6000408 6000409 6000410 6000411 6000412 6000413 6000414		
Beta Road, Farnborough	HP584247	Freehold	Lamda GR Limited	6000508 6000510		
Fulmar Drive, Guillemot Close & Tates Road, Hythe Southampton	HP593796	Freehold	Lamda GR Limited	6000574 6000576 6000577 6000586 6000587		
Land at Fulmer Drive, Guillemot Close and Tates Road, Dibden	HP597113	Freehold	Lamda GR Limited	6000575		
29-32 Bliss Close, Basingstoke RG22 4EJ	HP597114	Freehold	Lamda GR Limited	6000456		
8-15 Hornbeam Close, Ashford	K807663	Freehold	Lamda GR Limited	6000571		
12-17a (inc) and 26-27a (inc) Farmdale Avenue and 38-44 (evens) Mansell Drive, Rochester	K808273	Freehold	Lamda GR Limited	6000381 6000486 6000487 6000488 6000546		
54-68 East Lodge Road, Ashford	K808310	Freehold	Lamda GR Limited	6000569		
30, 32, 34 and 36 Mansel Drive, Rochester, ME1 3HX	K821195	Freehold	Lamda GR Limited	6000545		
The sites of 19 to 31 (odd numbers) and 51 to 61 (odd numbers) Dalrymple Road, Brockley	LN181192	Freehold	Lamda GR Limited	15000008 15000009		
1 to 6 (inclusive), 8 to 11 (inclusive), 19 to 21 (inclusive), 23, 25, 26, 27, 29 and 31 Harvard Grove, Salford and 2, 4 to 6 (inclusive), 9, 12, 14 to 16 (inclusive), 18, 20, 27, 28 and 30 Princeton Close, Salford	MAN16098	Freehold	Lamda GR Limited	14001599 14001606 14001623 14001629		
129-143 (Odd Nos), Winson Street, Birmingham B18 4JW	MM43932	Freehold	Lamda GR Limited	14007277		
113-127 (Odd Nos), Winson Street, Birmingham B18 4JW	MM43933	Freehold	Lamda GR Limited	14007277		
Tudor Street & Winson Street	MM43934	Freehold	Lamda GR Limited	14007277		
12-30 (Even) Hamberley Court, Birmingham B18 4DE	MM43936	Freehold	Lamda GR Limited	14007277		
248-256 (Even Nos) Heath Street, 2-10 (Even Nos) Hamberley Court	MM43937	Freehold	Lamda GR Limited	14007277		
34 The Crest, Palmers Green, Southgate N13 5JT	MX210821	Freehold	Lamda GR Limited	8000051		

SCHEDULE 3

NOTICES

PART 1

NOTICE TO ACCOUNT BANK

[On the letterhead of relevant Chargor]

To: [Account Bank]

[Date]

Dear Sirs

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

[The relevant Chargor], 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 Accounts):

- (a) [[●];
- (b) [●]; and
- (c) [●].]

[The relevant Chargor] irrevocably instructs and authorises you to:

- (a) disclose to the Security Trustee any information relating to any Account requested from you by the Security Trustee;
- (b) no longer comply with any existing payment instructions in respect of the [insert details of relevant blocked accounts] or with any instructions that [the relevant Chargor] (or any person other than the Security Trustee) gives in respect of [the relevant blocked accounts];
- (c) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Trustee;
- (d) pay or release any sum standing to the credit of [the relevant blocked accounts] 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 [insert details of any accounts over which the relevant Chargor has signing rights] in accordance with the written instructions of the Security Trustee.

[The relevant Chargor] acknowledges 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 [] Attention: [] with a copy to ourselves.

Yours faithfully,

.....

(Authorised signatory)

[●]

.....

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To: [the Security Trustee] as the Security Trustee

Attention: []

Copy: [relevant Chargor]

[Date]

Dear Sirs,

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

We confirm receipt from [●] (the **Chargor**) 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 **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 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 any Account (as set out in this letter below);
- (d) will not permit any amount to be withdrawn from [the relevant blocked accounts] (as defined below) without your prior written consent; and
- (e) will not permit any amount to be withdrawn from the [insert details of any accounts over which the relevant Chargor has signing rights] (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).

The Accounts maintained with us are:

- (a) [[●];
- (b) [●]; and
- (c) [●].]

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

- (i) we shall not be bound to enquire whether the right of the Security Trustee to withdraw any monies from the 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;

- (ii) 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
- (iii) we shall not be deemed to be a trustee for the Chargor or the Security Trustee of any 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]

PART 3

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 4

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 5

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 6

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 7
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:

- (i) all remedies provided for under the Policy[ies] or available at law or in equity are exercisable by the Security Trustee;
- (ii) all rights to compel performance of the Policy[ies] are exercisable by the Security Trustee; and
- (iii) 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 8

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 Vitiation):

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,

.....

(Authorised signatory)

[Insurer]

SIGNATORIES

EXECUTED as a **DEED** and **DELIVERED** on the date appearing at the beginning of this **DEED**.

The Chargors

EXECUTED AS A DEED by
E&J GROUND RENTS NO 9 LIMITED
acting by Paul Hallam

)
)
)
)
)
)



Director

in the presence of:

Signature of witness



Name of witness
(in **BLOCK CAPITALS**)

DOMINIC TYLER

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT

EXECUTED AS A DEED by
E&J GROUND RENTS NO 10 LIMITED
acting by Paul Hallam

)
)
)
)
)
)



Director

in the presence of:

Signature of witness



Name of witness
(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT

EXECUTED AS A DEED by
E&J GROUND RENTS NO3 LLP
acting by
Paul Hallam

duly authorised by **VEGA GR PARTNER 1**
LIMITED
to sign on its behalf as member of
E&J GROUND RENTS NO3 LLP
in the presence of:

Witness's Signature

Name:

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT



DOMINIC TYLER

**EXECUTED AS A DEED by
E&J GROUND RENTS NO4 LLP**

acting by

Paul Hallam

duly authorised by **VEGA GR PARTNER 1
LIMITED**

to sign on its behalf as member of
E&J GROUND RENTS NO4 LLP
in the presence of:

Witness's Signature

Name:

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT

DOMINIC TYLER

EXECUTED AS A DEED by
E&J GROUND RENTS NO6 LLP
acting by

Paul Hallam

duly authorised by VEGA GR PARTNER 1
LIMITED
to sign on its behalf as member of
E&J GROUND RENTS NO6 LLP
in the presence of:

Witness's Signature

Name:

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT



DOMINIC TYLER

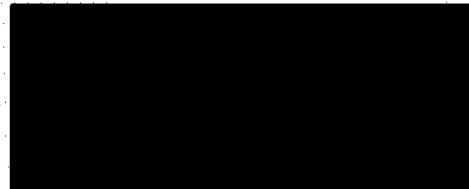
EXECUTED AS A DEED by
JLPPT HOLDCO 1 LIMITED

acting by

Paul Hallam

in the presence of:

)
)
)
)
)
)



Director

Signature of witness



Name of witness

(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT

EXECUTED AS A DEED by
JLPPT HOLDCO 2 LIMITED

acting by

Paul Hallam

in the presence of:

Signature of witness

Name of witness

(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT

Director

EXECUTED AS A DEED by
JLPPT HOLDCO 3 LIMITED

acting by

Paul Hallam

in the presence of:

Signature of witness



Name of witness

(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT



Director

EXECUTED AS A DEED by
JLPPT HOLDCO 4 LIMITED

acting by

Paul Hallam

in the presence of:

)
)
)
)
)
)



Director

Signature of witness



Name of witness

(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT

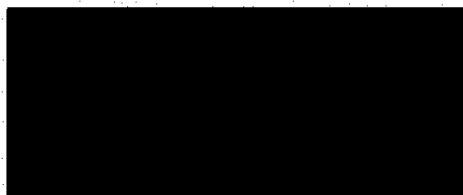
EXECUTED AS A DEED by
JLPPT HOLDCO 5 LIMITED

acting by

Paul Hallam

in the presence of:

)
)
)
)
)
)



Director

Signature of witness



Name of witness

(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT

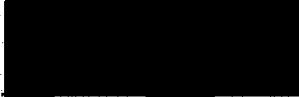
**EXECUTED AS A DEED by
JLPPT HOLDCO 6 LIMITED**

acting by

Paul Hallam

in the presence of:

Signature of witness



Name of witness

(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT



Director

EXECUTED AS A DEED by
LAMDA GR LIMITED

acting by

Paul Hallam

in the presence of:

Signature of witness



Name of witness

(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT



Director

EXECUTED AS A DEED by
FAIRTHATCH GR LIMITED

acting by

Paul Hallam

in the presence of:

Signature of witness

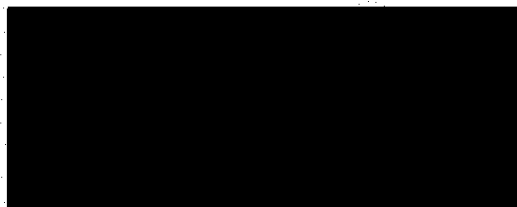
Name of witness

(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher
Riverbank House
2 Swan Lane
London
EC4R 3TT



Director

EXECUTED AS A DEED by

E&J 1001 LIMITED

acting by

Paul Hallam

in the presence of:

Signature of witness

Name of witness

(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher

Riverbank House

2 Swan Lane

London

EC4R 3TT

Director

EXECUTED AS A DEED by

E&J 603 LIMITED

acting by

Paul Hallam

in the presence of:

Signature of witness

Name of witness

(in BLOCK CAPITALS)

DOMINIC TYLER

Address of witness

Fieldfisher

Riverbank House

2 Swan Lane

London

EC4R 3TT

Director

The Security Trustee

ROTHESAY LIFE PLC

By:



Address: Level 25, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AB

Attention: Daniel Hardiman

Email: rl-asset-operations@rothesaylife.com