



Registration of a Charge

Company name: **PARKSIDE PROPERTIES 1 LTD**

Company number: **08888454**



X6AG84S9

Received for Electronic Filing: **11/07/2017**

Details of Charge

Date of creation: **06/07/2017**

Charge code: **0888 8454 0006**

Persons entitled: **UNITY TRUST BANK PLC**

Brief description:

Contains fixed charge(s).

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **A WATSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8888454

Charge code: 0888 8454 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th July 2017 and created by PARKSIDE PROPERTIES 1 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th July 2017 .

Given at Companies House, Cardiff on 13th July 2017

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



2017

ASSIGNATION OF RENTS

By

**PARKSIDE PROPERTIES 1 LIMITED AND
PARKSIDE PROPERTIES 2 LIMITED**

in favour of

UNITY TRUST BANK PLC

Subjects: KINMUNDY ROAD, PETERHEAD

**DWF LLP
No. 2 Lochrin Square
96 Fountainbridge
Edinburgh
EH3 9QA**

CONTENTS

1. Definitions and interpretation	1
2. Undertaking to pay Secured Liabilities	4
3. Assignment	4
4. Undertakings	4
5. Power of attorney	4
6. Further assurance	5
7. Notice	5
8. Costs	5
9. Release	5
10. Preservation of rights	5
11. Continuing Security	6
12. Other security interests	7
13. Ruling off	7
14. Miscellaneous	7
15. Assignment	8
16. Notices	8
17. Execution and Counterparts	9
18. Governing law	9
19. Submission to jurisdiction	9
20. Consent to registration	9
21. Warrandice	10
THE SCHEDULE	12
Part 1	12
Part 2	13
Notice of Assignment of Rents	13

THIS ASSIGNATION OF RENTS with effective date of delivery: 6 JULY 2017 is granted by

- (1) **PARKSIDE PROPERTIES 1 Limited**, incorporated under the Companies Acts with Registered Number 08888454 and having their Registered Office at 2nd Floor, Parkgates, Sedgley Park Road, Prestwich, Manchester, M25 0TL and **PARKSIDE PROPERTIES 2 Limited**, incorporated under the Companies Acts with Registered Number 08888439 and having their Registered Office at 2nd Floor, Parkgates, Sedgley Park Road, Prestwich, Manchester, M25 0TL (hereinafter called the "**Chargor**")

in favour of

- (2) **UNITY TRUST BANK PLC**, a company incorporated in England and Wales with registered number 01713124 and having its registered office at Nine Brindleyplace, Birmingham, B1 2HB (hereinafter called the "**Lender**")

TERMS AGREED

1. Definitions and interpretation

- 1.1 In this Assignment, unless the context otherwise requires:

"Assignment" means this assignment of rents;

"Assigned Rights" means all the rights, titles, benefits and interests, whether present or future, of the Chargor to the Rents including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, actions and damages arising in connection therewith and any proceeds of the foregoing;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Edinburgh and Glasgow;

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor;

"Encumbrance" means any mortgage, standard security, pledge, hypothecation, title retention, lien, charge, assignment or assignation by way of security or other agreement or arrangement having the effect of conferring security;

"Insolvency Act" means the Insolvency Act 1986;

"Lease" means the lease between Grey Heron Property Limited and Co-operative Group Food Limited dated 16 and 30 July 2014 and registered in the Books of Council and Session on 7 August 2014 in respect of the Property or any part thereof together with any other documents affecting the Assigned Rights which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof;

"Property" means ALL and WHOLE the subjects on the north side of Kinmundy Road, Peterhead being the whole subjects registered in the Land Register of Scotland under Title Number ABN117467;

"Rental Income" means all amounts paid or payable to, or for the benefit or account of, the Chargor in connection with the letting, licensing or use of the Property, including (but not limited to, and without double counting):

- (a) rent, licence fees and equivalent sums paid or payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any sums received or receivable from any deposit held as security for performance of any tenant's obligations;
- (c) a sum equal to any apportionments of rent allowed in favour of the Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of the Property and/or payable to the Chargor under the terms of any Lease and every fixture and fitting in the Property and any and every fixture in the Property for display or advertisement, on licence or otherwise;
- (e) any sums paid or payable or the value of consideration given in connection with the surrender or determination of any Lease and/or any grant or surrender of any underlease;
- (f) any Tenant Contributions;
- (g) any profits, damages, compensation, settlement or expenses for or representing loss of rent or interest on any such item awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Chargor from any party) in furtherance of such proceedings so taken or claim so made;
- (h) any moneys payable under any policy of insurance in respect of loss of rent or interest on such loss of rent;
- (i) any sum paid or payable by any guarantor of any occupational tenant or licensee under any Lease;
- (j) any interest paid or payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same; and

any other sum (not being of a principal or capital nature) paid or payable to the Chargor in relation to the Property;

"Rents" means Rental Income;

"Schedule" means the schedule in two parts (each a **"Part"**) annexed to and forming part of this Assignment;

"Secured Liabilities" means the aggregate of all monies and liabilities, whether of principal, interest, charges, commissions, costs (on a full indemnity basis) or otherwise in whatever currency which may now or at any time hereafter be due owing or incurred by the Chargor to the Lender in any manner whatsoever and whether actual or contingent and whether alone or jointly with others, as principal, cautioner, guarantor, surety or otherwise, and in whatever name or style;

"Tenant" means the tenant or tenants from time to time under any Lease including, without limitation, the tenant or tenants specified in Part 1 of the Schedule; and

"Tenant Contributions" means any amount paid to the Chargor by any tenant under a Lease or any other occupier of the Property, by way of

- (a) contribution to:
 - (i) insurance premia;
 - (ii) the cost of an insurance valuation;
 - (iii) a service charge in respect of the Chargor's costs under any repairing or similar obligation or in providing services to a tenant or occupier of, or with respect to, the Property; or
- (b) VAT or similar taxes.

1.2 In this Assignment except where the context otherwise requires:

1.2.1 any reference to the Chargor or the Lender includes reference to the person or persons deriving title from the Chargor or the Lender, respectively;

1.2.2 any reference to a document includes reference to any deed, negotiable instrument, certificate, notice or other document of any kind and any reference to any document (including Assignment) or any provision thereof shall be construed as a reference to that document (or provision) as from time to time amended, supplemented, assigned, novated, varied or replaced (in whole or in part);

1.2.3 any reference to a clause is a reference to a clause of this Assignment; and

1.2.4 any reference to any statute or other legislative provision shall include reference to any legislative amendment, modification or re-enactment thereof, or any substitution therefor.

1.3 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

1.4 References to clauses and the Schedule shall be construed as references to the clauses of and the Schedule to this Assignment and headings to clauses are inserted for convenience and shall have no effect in the interpretation of this Assignment.

2. Undertaking to pay Secured Liabilities

- 2.1 The Chargor hereby undertakes to the Lender that it will pay, implement, fulfil and discharge the Secured Liabilities to the Lender when the same are due and payable.
- 2.2 If the Chargor fails to pay any amount under this Assignment when it is due then such amount shall bear interest (after as well as before decree and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Lender.

3. Assignment

As security for the Secured Liabilities, the Chargor hereby irrevocably assigns to the Lender its whole right, title and interest in and to all the Assigned Rights.

4. Undertakings

The Chargor hereby undertakes to the Lender in respect of the Secured Liabilities it shall:

- 4.1 if the Lender so requires, ensure that the Rents are paid direct from the Tenant into a blocked account or otherwise as directed by the Lender from time to time;
- 4.2 comply with each and every undertaking obligation and provision contained in the Lease and use its best endeavours to procure that all other parties to the Lease do likewise and shall not (save with the Lender's prior written consent) amend, vary, extend, release, determine or rescind the Lease or grant any time or indulgence or compound with, discharge, waive, release or vary the liability of any other person under the Lease or consent to any act or omission which would otherwise constitute a breach or concur in accepting or varying any compromise arrangement or settlement relating thereto or do or suffer any act or thing whereby the recovery of the Rents may be delayed or impeded;
- 4.3 deposit either the Lease or the official extracts of the Lease with the Lender and to the extent that the Lease is not from time to time deposited with the Lender hold the same upon trust for the Lender;
- 4.4 not without the Lender's prior written consent create or permit to exist any Encumbrance (other than in favour of the Lender as security for the Secured Liabilities) on or against any or all of the Assigned Rights and/or any of the property, assets or undertaking of the Chargor whatsoever or wheresoever situated; or
- 4.5 not without the Lender's prior written consent permit any assignment, assignment or other dealing or Encumbrance whatsoever to occur (other than in favour of the Lender as security for the Secured Liabilities) in connection with the Tenant's rights or obligations under the Lease.

5. Power of attorney

- 5.1 The Chargor hereby irrevocably appoints the Lender and any person nominated in writing under the hand of any officer of the Lender, severally to be the Chargor's attorney for the Chargor and on the Chargor's behalf and in the Chargor's name:

- 5.1.1 to execute and do all acts and things which the Chargor is obliged to do by the terms of this Assignment but has failed to do;
- 5.1.2 generally to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Assignment and to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act necessary or appropriate for such purposes.
- 5.2 The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment hereunder.
6. **Further assurance**
- The Chargor shall promptly and at its own expense execute and do all such assurances, acts and things as the Lender may at any time and from time to time require for the perfection or protection of the right or rights in security created by this Assignment or for facilitating the realisation of the property which is the subject of any such security or any part of such property and the exercise of all powers, authorities and discretions vested in the Lender and shall in particular (but without prejudice to the generality of the foregoing) execute all transfers, conveyances, assignments and assurances of the property which is the subject of the right or rights in security hereby created or any part of such property and give all notices, intimations, orders and directions which the Lender may consider to be expedient.
7. **Notice**
- The Chargor shall immediately following the effective date of delivery of this Assignment (as determined in accordance with Clause 17) give notice of this Assignment in the form set out in Part 2 of the Schedule to the Tenant and shall take all reasonable steps to ensure that the Tenant shall return forthwith the acknowledgement thereof, duly signed, to the Lender.
8. **Costs**
- The Chargor shall pay to the Lender all costs, expenses and disbursements, including stamp duty (if any) and any applicable VAT incurred in connection with the negotiation, preparation, execution, completion and stamping of this Assignment and the protection or enforcement of the Lender's rights hereunder in any court of law or otherwise.
9. **Release**
- Following the irrevocable and unconditional repayment or payment (as the case may be) of all of the Secured Liabilities, the Lender shall at the request and cost of the Chargor execute such assignments and issue such notices as the Chargor may reasonably require to reassign the Assigned Rights to the Chargor.
10. **Preservation of rights**
- 10.1 Any settlement discharge or release between the Chargor and the Lender shall be conditional upon no security or payment to the Lender by or from the Chargor or any other person in relation to the Secured Liabilities being reduced, avoided, invalidated or ordered to be refunded by virtue of any provisions of any enactment relating to bankruptcy, liquidation or insolvency for the time being in force; and no settlement, discharge or release between the

Chargor and the Lender in respect of which such condition is not satisfied shall prejudice or affect the right of the Lender to recover the Secured Liabilities from the Chargor (including any monies which it may be compelled to pay or refund by virtue of any enactment) or to enforce the right or rights in security hereby created to the full extent of the Secured Liabilities.

- 10.2 If the Lender shall have grounds in its absolute discretion for believing that the Chargor may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act as at the date of any payment made by the Chargor to the Lender, the Lender shall be at liberty to retain this Assignment until the expiry of a period of one month plus such statutory period within which any gratuitous alienation, unfair preference, transaction, Encumbrance, guarantee, payment, commitment or other obligation or liability of or by the Chargor can be reduced, avoided or invalidated after the payment and discharge in full of all Secured Liabilities notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Lender on, or as a consequence of, such payment or discharge of liability: provided that, if at any time within such period, a petition shall be presented to a competent court for an order for the winding-up or the making of an administration order in respect of the Chargor, or the Chargor shall commence to be wound-up or to go into administration or any analogous proceedings shall be commenced by or against the Chargor, the Lender shall be at liberty to continue to retain this Assignment for such further period as the Lender may determine and this Assignment shall be deemed to have continued to have been held as security for the payment and discharge to the Lender of all Secured Liabilities.

11. Continuing Security

- 11.1 This Assignment is granted for securing inter alia further advances and shall be without prejudice and in addition to any other security whatsoever which may be held by the Lender from the Chargor or any other person for or in respect of the whole or part of the Secured Liabilities; and the right or rights in security hereby created shall remain in force as continuing security to the Lender for the Secured Liabilities from time to time notwithstanding any settlement of account, or the existence at any time of any credit balance on any current or other account or any other act, event or matter whatsoever, except only the execution by the Lender of an absolute and unconditional release.
- 11.2 The Lender may at any time allow all or any part of the property subject to any other security granted by the Chargor or any other person to the Lender in respect of the Secured Liabilities to be disposed of or sold or abandoned without applying the sale or other proceeds thereof towards payment of the liabilities thereby secured and the whole obligations hereby undertaken by the Chargor shall remain in full force and effect as if no such other security had ever been granted.
- 11.3 Neither this Assignment (and the right or rights in security created by this Assignment) nor the Secured Liabilities shall be affected or limited or diminished by:
- 11.3.1 the release or waiver of, or any failure to take or perfect any other, security, guarantee or indemnity in respect of the Secured Liabilities whether such security, guarantee or indemnity is granted by the Chargor or by any other person;

- 11.3.2 any amendment to or change in any security, guarantee or indemnity other than the right or rights in security hereby created held by the Lender in respect of the Secured Liabilities whether such security, guarantee or indemnity is granted by the Chargor or by any other person;
- 11.3.3 the enforcement or non-enforcement of any such security, guarantee or indemnity whether granted by the Chargor or any other person;
- 11.3.4 any time, indulgence, waiver or consent given to the Chargor or to any other person; or
- 11.3.5 the illegality, invalidity or unenforceability for any reason of or any defect in any provisions of any agreement or document relating to the Secured Liabilities or the Assigned Rights or any of the rights or obligations of any of the parties under or in connection with any such agreement or document.

12. Other security interests

This Assignment hereby created is in addition to, shall not in any way prejudice or exclude, nor itself be in any way prejudiced or excluded by any other Encumbrance, right of recourse or other right whatsoever (or the acquisition, realisation, release, perfection or enforcement thereof) which the Lender may now or at any time hereafter hold or have as regards the Chargor or any other person in respect of the Secured Liabilities and the Lender shall not be under any obligation to take any steps to call in or enforce any security for the Secured Liabilities and shall not be liable to the Chargor for any loss arising from any omission on the part of the Lender to take any such steps or for the manner in which the Lender shall enforce or refrain from enforcing any such security or for any time or indulgence granted by the Lender to the grantor of any such security.

13. Ruling off

If the Lender receives or is deemed to receive or be affected by notice, whether actual or constructive, of the creation of any Encumbrance, or other interest in favour of any third party, relating to or affecting any part of the Secured Property or in the event that the continuing nature of the right or rights in security hereby created shall (howsoever) be determined, the Lender may open or may procure the opening of a new account or accounts in respect of the Chargor, and, if it does not, it shall nevertheless be deemed to have done so at the time it received such notice. All payments made by the Chargor to the Lender after the receipt of such notice shall be credited or deemed to have been credited to the new account(s) and shall not operate to reduce the amount for which the right or rights in security hereby created is or are security.

14. Miscellaneous

- 14.1 Any certificate by the Lender as to the amount of the Secured Liabilities or any part thereof shall be conclusive and binding upon the Chargor if signed by an officer of the Lender, save in the case of any manifest error.
- 14.2 The Chargor hereby warrants and represents to the Lender that this Assignment and performance of its terms does not and will not exceed any power granted to it by or

violate any provisions of (1) any law or regulation or any order or decree of any governmental authority or agency to which it is subject or (2) its memorandum and articles of association or (3) any assignment, contract, undertaking, agreement or instrument to which it is a party or which is binding upon it or any of its assets.

- 14.3 Each of the provisions of this Assignment is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable with respect to the Chargor the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 14.4 The Chargor agrees to be bound by this Assignment notwithstanding that the security hereby created may be determined or may be or become invalid or enforceable against the Chargor whether or not the deficiency is known to the Lender.
- 14.5 The rights of the Lender under this Assignment are cumulative, may be exercised as often as they consider appropriate and are in addition to their respective rights under general law. The rights of the Lender (whether arising under this Assignment or under the general law) shall not be capable of being waived or varied otherwise than by express waiver or variation in writing; and, in particular, any failure to exercise or any delay in exercising any such rights shall not operate as a variation or waiver of that or any other such right; any defective or partial exercise of such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or variation of any such right.
- 14.6 Nothing in or contemplated by this Assignment will constitute the Lender as or deem the Lender to be a heritable creditor in possession and the Lender shall have no liability imposed on it as if it were a heritable creditor in possession, provided that nothing in this Assignment shall allow the Lender to give any notice of the security created by this Assignment other than as provided in clause 7 or as contemplated by the forms of notice set out in Part 2 of the Schedule.

15. Assignment

The Lender may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Assignment (or all or any of its rights under this Assignment) and/or any of its obligations under this Assignment to any person. The Chargor may not assign, transfer or otherwise dispose of any part of the benefit or burden of this Assignment or all or any of its rights under this Assignment without the prior written consent of the Lender.

16. Notices

- 16.1 Any demand or written notice from the Lender to the Chargor may be given by delivering it at or posting it to the Chargor's registered office as stated at the beginning of this Assignment or to such other address advised to and acknowledged by the Lender as being effective for the purposes of this Assignment. Such notice may also be given by fax transmission or other

electronic medium to the Chargor's fax number or address being in use at that time for communication between the Lender and the Chargor.

16.2 Any such notice or process shall be considered served:

16.2.1 if delivered, at the time of delivery;

16.2.2 if sent by post, 48 hours from the time of posting; or

16.2.3 if sent by fax transmission or electronic medium, at the time of transmission.

16.3 Any notice in writing by the Chargor to the Lender under this Assignment shall take effect at the time it is received the Lender at its registered office or at such other address as may be notified by the Lender to the Chargor in writing for this purpose.

17. Execution and Counterparts

17.1 This Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts.

17.2 Where executed in counterparts:

17.2.1 this Assignment will not take effect until each of the counterparts has been delivered;

17.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and

17.2.3 the date of delivery may be inserted on the first page of this Assignment in the blank provided for the delivery date.

18. Governing law

This Assignment and the right or rights in security hereby created shall be governed by and construed in accordance with the law of Scotland.

19. Submission to jurisdiction

For the benefit of the Lender, the Chargor submits to the non-exclusive jurisdiction of the Scottish courts.

20. Consent to registration

The Chargor consents to the registration of these presents and of any certificate as is referred to in Clause 14.1 for preservation and execution.

21. **Warrandice**

The Chargor grants warrandice.

IN WITNESS WHEREOF these presents consisting of this and the preceding nine pages, together with the Schedule, are subscribed as follows:

FOR AND ON BEHALF OF PARKSIDE PROPERTIES 1 LIMITED

at Salford - Manchester

on 5th day of July 17

Two thousand and Seventeen by


Signature of Director

Bernad Janus Hebocht
Director Full Name

In the presence of

Eheese Signature of Witness

Esther Heese Full Name of Witness

23 Tully Street
Salford M7 2BB

FOR AND ON BEHALF OF PARKSIDE PROPERTIES 2 LIMITED

at Salford - Manchester

on 5th day of July 17

Two thousand and Seventeen by


Signature of Director

Bernad Janus Hebocht
Director Full Name

In the presence of

Eheese Signature of Witness

Esther Heese Full Name of Witness

23 Tully Street
Salford M7 2BB

FOR AND ON BEHALF OF UNITY TRUST BANK PLC

at NINE BRINDLEY PLACE, BIRMINGHAM B1 2HB

on 5TH day of JULY

Two thousand and Seventeen by

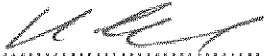


Signature of Authorised Signatory / ~~Director~~

KEVIN SMITH

Authorised Signatory / ~~Director~~ Full Name

In the presence of



Signature of Witness

HARVINDER SOLANKI

Full Name of Witness

UNITY TRUST BANK plc

9, BRINDLEY PLACE

BIRMINGHAM, B1 2HB

086001

Part 2

Notice of Assignment of Rents

Date: [●] 2017

Tenant: Co-operative Group Food Limited

Address: 1 Angel Square, Manchester, M60 0AG

Property: Kinmundy Road, Peterhead, AB42 2AE

Lease: Lease between Grey Heron Property Limited and Co-operative Group Food Limited dated 16 and 30 July 2014 and registered in the Books of Council and Session on 7 August 2014 (the "**Lease**")

Please accept this notice that by an Assignment (the "**Assignment**") dated [●] we (1) **PARKSIDE PROPERTIES 1 Limited**, incorporated under the Companies Acts with Registered Number 08888454 and having their Registered Office at 2nd Floor, Parkgates, Sedgley Park Road, Prestwich, Manchester, M25 0TL and (2) **PARKSIDE PROPERTIES 2 Limited**, incorporated under the Companies Acts with Registered Number 08888439 and having their Registered Office at 2nd Floor, Parkgates, Sedgley Park Road, Prestwich, Manchester, M25 0TL (your landlord) assigned by way of security to UNITY TRUST BANK PLC a company incorporated in England and Wales with registered number 01713124 and having its registered office at Nine Brindleyplace, Birmingham, B1 2HB (the "**Lender**") our whole right, title and interest in and to all present and future rents and all other monies payable and due and to become due to us under the Lease (the "**Rents**"). A certified true copy of the Assignment is enclosed.

We hereby instruct you to pay the Rents into such account as the Lender may direct and declare that this instruction is irrevocable without the prior written consent of the Lender.

Please note that under the terms of the Assignment we are not authorised to deal in any way with the Lease or permit any charge, assignment or other dealing with the property without the prior written consent of the Lender. However, we continue to remain liable to perform our obligations under the terms of the Lease and shall remain responsible for the management of the property and the Lender is under no obligation of any kind whatsoever thereunder.

To: Unity Trust Bank plc
Nine Brindleyplace
Birmingham
B1 2HB

Lender Reference [●]

**ACKNOWLEDGEMENT OF RECEIPT
of
Notice of Assignment of Rents**

We hereby acknowledge receipt of the above notice and agree that we shall, if so directed by you, pay the Rents (as soon as the same become payable) to such account as you may direct and without set off, counterclaim or deduction save where required by law.

Signed by

Authorised Signatory for and on behalf of

Co-operative Group Food Limited (Tenant Company)

A handwritten signature in dark ink, appearing to be 'S. C. ...', is written over a horizontal line.

To: Unity Trust Bank plc
Nine Brindleyplace
Birmingham
B1 2HB

Lender Reference [●]

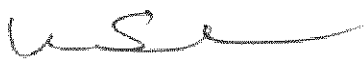
ACKNOWLEDGEMENT OF RECEIPT
of
Notice of Assignment of Rents

We hereby acknowledge receipt of the above notice and agree that we shall, if so directed by you, pay the Rents (as soon as the same become payable) to such account as you may direct and without set off, counterclaim or deduction save where required by law.

Signed by

Authorised Signatory for and on behalf of

Co-operative Group Food Limited (Tenant Company)


KEVIN SMITH,