



Registration of a Charge

Company Name: **SF FUNDING LIMITED**

Company Number: **09092048**



XB9PTO2G

Received for filing in Electronic Format on the: **04/08/2022**

Details of Charge

Date of creation: **21/07/2022**

Charge code: **0909 2048 0004**

Persons entitled: **ROTHESAY LIFE PLC AS SECURITY TRUSTEE FOR ITSELF AND EACH OF THE OTHER SECURED PARTIES**

Brief description: **N/A**

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

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9092048

Charge code: 0909 2048 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st July 2022 and created by SF FUNDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2022 .

Given at Companies House, Cardiff on 5th August 2022

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**

FOURTH DEBENTURE

21 July 2022

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

and

**ROTHESAY LIFE PLC
as Security Trustee**

ALLEN & OVERY LLP
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CERTIFIED A TRUE COPY

Allen & Overy LLP
28.07.2022

ALLEN & OVERY

Allen & Overy LLP

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THIS DEBENTURE is made on 21 July 2022

BETWEEN:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEBENTURE** (each an **Original Chargor** and together the **Original 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.

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

Credit Agreement means the facility agreement entered into by the Borrower, the Original Guarantors, the Arranger, the Original Lender, the Agent and the Security Trustee dated 9 July 2014 as amended by an amendment and restatement agreement dated 16 April 2015 and as further amended by consent and amendment letters dated 2 December 2016 and 5 October 2017, as further amended and restated by an amendment and restatement agreement dated 26 April 2018, as further amended and restated by a deed of amendment and restatement dated 2 August 2019, as further amended by an amendment letter dated 1 June 2021 and by an amendment and restatement agreement dated on or about the date of this Debenture.

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

Existing Debentures means the Original Debenture, the Original Supplemental Debentures, the Second Debenture, the Second Supplemental Debentures, the Third Debenture and the Third Supplemental Debentures.

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

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

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

Investments means all of a Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly by or to the order of a Chargor or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central 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 each limited liability partnership specified in Schedule 5 (Details of Limited Liability Partnerships).

LLP Agreement means each agreement constituting an LLP.

LLP Membership Interests means all of the Chargors' 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.

LP Agreement means the limited partnership agreement under which the LP Obligor is established as a limited partnership.

LP Obligor means HB Ground Rents 2010 Limited Partnership, registered as a limited partnership under the Limited Partnerships Act 1907 with registered number LP014031.

LPA means the Law of Property Act 1925.

Membership Interests means the LLP Membership Interests.

Original Debenture means the debenture dated 9 July 2014 between the companies listed in Schedule 1 thereto and the Security Trustee.

Original Supplemental Debentures means the following debentures which are supplemental to the Original Debenture:

- (a) the supplemental charge dated 16 October 2014 between, the companies listed in Schedule 1 thereto, SF Funding Limited and the Security Trustee;
- (b) the second supplemental debenture dated 23 February 2015 between, the companies listed in Schedule 1 thereto, SF Funding Limited and the Security Trustee; and
- (c) the supplemental debenture dated 9 December 2020 between RMB 102 Limited and the Security Trustee.

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 6 (Real Property);
- (b) all freehold and leasehold property or immovable property of each Chargor situated 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.

Reliance Rights means, in respect of a Chargor, the rights of that Chargor as against the Report Provider (pursuant to any letter of engagement, any letter of reliance or any other arrangement between the Report Provider and the relevant Chargor) in respect of the First E&Y Paper, the Second E&Y Paper, the Third E&Y Paper and the Fourth E&Y Paper.

Report Provider means Ernst & Young LLP.

Second Debenture means the debenture dated 16 April 2015 between, amongst others (1) SF Funding Limited and (2) the Security Trustee.

Second Supplemental Debentures means the following debentures which are supplemental to the Second Debenture:

- (a) the first supplemental debenture dated 23 June 2015 between, amongst others, SF Ground Rents No11 LLP and the Security Trustee;
- (b) the second supplemental debenture dated 17 August 2015 between, amongst others, SF Ground Rents No11 LLP and the Security Trustee;
- (c) the third supplemental debenture dated 16 February 2016 between, amongst others, SF Ground Rents No11 LLP and the Security Trustee;
- (d) the fourth supplemental debenture dated 17 May 2016 between, amongst others, SF Ground Rents No11 LLP and the Security Trustee;
- (e) the fifth supplemental debenture dated 15 November 2016 between SF Ground Rents No5 LLP, SF Ground Rents No11 LLP and the Security Trustee;
- (f) the sixth supplemental debenture dated 2 December 2016 between RMB 102 Limited and the Security Trustee;
- (g) the seventh supplemental debenture dated 1 June 2017 between, amongst others, SF Ground Rents No11 LLP and the Security Trustee;
- (h) the eighth supplemental debenture dated 5 October 2017 between SF Ground Rents No11 LLP, RMB 102 Limited and the Security Trustee;
- (i) the ninth supplemental debenture dated 5 October 2017 between SF Ground Rents No11 LLP, SF Ground Rents No8 LLP and the Security Trustee; and
- (j) the supplemental debenture dated 9 December 2020 between RMB 102 Limited and the Security Trustee.

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

Security Accession Deed means a deed executed by a member of the Group substantially in the form set out in Schedule 4 (Security Accession Deed), with those amendments which the Security Trustee may approve or require (acting reasonably).

Security Period means the period from the date of this Debenture until the date on which the Security Trustee has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

Shares means:

- (a) all shares of the companies listed in Part 1 of Schedule 2 (Shares) legally and beneficially owned by the Borrower;
- (b) all shares of the companies listed in Part 2 of Schedule 2 (Shares) legally and beneficially owned by SF Ground Rents Limited;

- (c) all shares of the companies listed in Part 3 of Schedule 2 (Shares) legally and beneficially owned by SF Aldingbourne Estates LLP;
- (d) all shares of the companies listed in Part 4 of Schedule 2 (Shares) legally and beneficially owned by SF Ground Rents NO1 LLP;
- (e) all shares of the companies listed in Part 5 of Schedule 2 (Shares) legally and beneficially owned by SF Ground Rents NO5 LLP;
- (f) all shares of the companies listed in Part 6 of Schedule 2 (Shares) legally and beneficially owned by SF Ground Rents NO2 LLP;
- (g) all shares of the companies listed in Part 7 of Schedule 2 (Shares) legally owned by SF General Partner (Ground Rents 2010) Limited and beneficially owned by the LP Obligor;
- (h) all shares of the companies listed in Part 8 of Schedule 2 (Shares) legally and beneficially owned by SF Ground Rents No8 LLP;
- (i) all shares of the companies listed in Part 9 of Schedule 2 (Shares) legally and beneficially owned by SF Ground Rents No. 22G Limited; and
- (j) all Related Investment Rights and all Related Property Rights in respect thereof.

Third Debenture means the debenture dated 30 April 2018 between the companies listed in Schedule 1 thereto and the Security Trustee.

Third Supplemental Debenture means the supplemental debenture dated 9 December 2020 between RMB 102 Limited and the Security Trustee.

Warranty and Indemnity Insurance Policy means the warranty and indemnity insurance policy held with HCC International Insurance Company plc and with policy no. F18F3690A001.

- (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 full in this Debenture except that references to the Credit Agreement will be construed as references to this Debenture.
- (b) Any covenant of the Chargor under this Debenture (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (c) If the Security Trustee considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Debenture.
- (d) Unless the context otherwise requires, a reference to a Charged Asset includes the proceeds of any disposal of that Charged Asset.

- (e) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Debenture.
- (f) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Debenture at any time.
- (g) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (f) above and the provisions of the Third Parties Act.

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 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 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, obligation 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 (subject to any Security created by or evidenced under the Existing Debentures) 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 Clause 3.1(d)) all Debts;
- (d) all Account Proceeds;
- (e) all of its Investments;
- (f) the LLP Membership Interests;
- (g) the Shares;
- (h) all of its Intellectual Property Rights;
- (i) the Reliance Rights;
- (j) all goodwill and uncalled capital; and
- (k) (to the extent not effectively assigned under Clause 3.2 (Assignments) or an Existing Debenture), 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 (subject to any Security created by or evidenced under the Existing Debentures) 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 (other than the Warranty and Indemnity Insurance Policy) and the Insurance Proceeds;

- (b) the LLP Agreements;
- (c) the LP Agreement;
- (d) all Rental Income;
- (e) the Acquisition Agreements;
- (f) any guarantee of Rental Income contained in or relating to any Lease Document;
- (g) each Transaction Document (other than the Finance Documents);
- (h) each building contract, consultant appointment and collateral warranty in respect of the development of any Real Property; and
- (i) all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor,

and all Related Property Rights in respect of the above.

3.3 Preservation of Fixed Charge

Without prejudice to Clause 3.1 (Creation of Fixed Security) and Clause 3.2 (Assignments), if, pursuant to clause 20 (The Accounts) of the Credit Agreement, a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1(d) (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 Clause 4.1(b) 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

- (a) Notwithstanding anything express or implied in this Debenture, the Security Trustee may at any time:
 - (i) following the occurrence of an Event of a Default which is continuing; or
 - (ii) 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.

- (b) Subject to paragraph (c) below, the floating charge created by this Clause 4.3 may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under Part A1 of the Insolvency Act 1986.

- (c) Paragraph (b) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

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:

(i) Negative Pledge

other than under a Security Document, 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;

(ii) 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;

(iii) Subsequent Charges

subject to Clause 6.1(i) (Negative Pledge), it shall procure that any Security created by it after the date of this Debenture (otherwise than in favour of the Security Trustee) shall be expressed to be subject to this Debenture;

(iv) Deposit of Title Documents

- (A) subject to Clause 6.1(iv)(B) and Clause 6.1(iv)(C) below, it shall deposit with the Security Trustee for the duration of the Security Period, the deeds and documents of title relating to the Charged Assets;
- (B) if the Security Trustee expressly agrees in writing, subject to arrangements and undertakings satisfactory to the Security Trustee, it shall remain in possession of, or deposit with a legal representative, the deeds and documents of title relating to the Charged Assets; and

- (C) this Clause 6.1(iv) shall not apply to the Lease Documents or to those deeds and documents held at the applicable Land Registry;

(v) **Restriction on Assignment or Charge**

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

6.2 Notices of Charge and/or Assignment

- (a) Each Chargor shall forthwith give notice to any bank or financial institution where any Account (other than the Managing Agent Account and the Tax 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) Each Chargor shall forthwith give notice to any bank or financial institution where the Managing Agent Account is held in the form set out in Part 3 of Schedule 3 (Notices) or in a form as otherwise agreed between the relevant Chargor and the Security Trustee.
- (c) Each Chargor shall within one Business Day of the opening of the Tax Account give notice to any bank or financial institution where the Tax Account is held in the form set out in Part 5 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 6 of Schedule 3 (Notices).
- (d) Each Chargor 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 7 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 8 of Schedule 3 (Notices).
- (e) Each Chargor shall forthwith give notice to every other party (each a **Counterparty**) to each contract referred to in Clause 3.2 (Assignments) (other than: (i) a Headlease or (ii) if referred to in Clause 6.2(a), 6.2(b), 6.2(d), 6.2(f) or 6.2(g)) in the form set out in Part 9 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 10 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)).
- (f) Each Chargor shall forthwith give notice to any insurer under an Insurance Policy in the form set out in Part 11 of Schedule 3 (Notices) or in a form as otherwise agreed between the relevant Chargor and the Security Trustee 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 12 of Schedule 3 (Notices) or in a form as otherwise agreed between the relevant Chargor and the Security Trustee.
- (g) Each Chargor shall forthwith give notice to the Report Provider in the form set out Part 13 of Schedule 3 (Notices) and procure that the Report Provider acknowledges such notice to the Security Trustee in the form set out in Part 14 of Schedule 3 (Notices).

- (h) Each Chargor 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

Each Chargor 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

Each Chargor 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 such Managing Agent Agreement (or any amendment thereto).

6.5 Subordinated Debt Document

Each Chargor 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 such Subordinated Debt Document (or any amendment thereto).

6.6 LLP Agreements

No Chargor shall agree to or permit any amendment to be made to any LLP Agreement save in respect of any amendment which is not material or would not adversely affect the security under this Debenture.

6.7 LP Agreement

No Chargor shall agree to or permit any amendment to be made to the LP Agreement save in respect of any amendment which is not material or would not adversely affect the security under this Debenture.

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 21.13 (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 6 (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 in favour of Rothesay Life Plc referred to in the charges register."

8. UNDERTAKINGS AS TO INVESTMENTS, SHARES AND 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, Membership Interests and the Shares;
- (b)
 - (i) in respect of the Shares, stock transfer forms; and
 - (ii) in respect of the LLP Membership Interests, deeds of retirement, deeds of membership interest transfer and deeds of adherenceor other instruments of transfer duly completed to the Security Trustee'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, Membership Interests or the Shares or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time.

8.2 Registration of transfers

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

8.3 Clearance Systems etc

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

8.4 Calls

Each Chargor:

- (a) shall not, without the consent in writing of the Security Trustee, acquire any Investments, Membership Interests or Shares 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, Membership Interests or Shares and, for the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from any Chargor in respect of any Investments, Membership Interests or Shares.

8.5 Dividends

The Security Trustee (or its nominee) shall hold all dividends or other monies received by it in respect of the Investments, Membership Interests and the Shares for the account of the relevant Chargor entitled to them and, prior to the occurrence of a Default which is continuing, shall pay the same to the General Account.

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, Membership Interests and the Shares provided that each Chargor shall not 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, Membership Interests and the Shares created pursuant to this Debenture.
- (b) Each Chargor shall not permit or agree to any variation of the rights attaching to or conferred by any of the Investments, Membership Interests or the Shares without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld where the variation of the rights attaching to or conferred by any of the Investments, Membership Interests or the Shares would not prejudice the value of, or the ability of the Security Trustee to realise, the security over the Investments, Membership Interests and the Shares created pursuant to this Debenture).
- (c) Each Chargor shall not, without the prior written consent of the Security Trustee participate in any rights issue, elect to receive or vote in favour of receiving any dividends other than in the form of cash or participate in any vote concerning a members voluntary winding-up or a compromise or arrangement pursuant to sections 895 – 901 of the Companies Act 2006.
- (d) Subject to paragraph (e) below, at any time on or after the occurrence of an Event of Default which is continuing:
 - (i) 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 or authority from the Chargor) exercise (or refrain from exercising) any voting rights and any other rights or powers which may be exercised by the legal or beneficial owner in respect of the Investments, any person who is the holder of the Investments or otherwise; and

if any Investments remain registered in the name of the Chargor, the Chargor irrevocably appoints the Security Trustee as its proxy to exercise the voting rights and other rights or powers in respect of any its Investments.

- (e) The Security Trustee shall not be entitled to exercise voting rights or any other rights or powers under paragraph (d) above if and to the extent that, from time to time:
 - (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the Act) and any regulations made under the Act; and
 - (ii) either:
 - (A) the Secretary of State has not approved that notifiable acquisition in accordance with the Act; or
 - (B) the Secretary of State has so approved that notifiable acquisition but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the Act.

8.7 Liability of Security Trustee

Save in cases of fraud, no Secured Party nor any nominee will have any liability for:

- (a) failing to present any coupon or other document relating to any Investments, Membership Interests or the Shares;
- (b) failing to accept any offer relating to any Investments, Membership Interests or the Shares;
- (c) failing to attend or vote at any meetings related to any Investments, Membership Interests or the Shares;
- (d) failing to notify a Chargor of any matters referred to in this Clause 8.6(e) or of any communication received in relation to any Investments, Membership Interests or the Shares; 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, Membership Interests or the Shares or which may be exercised by the Security Trustee or any nominee of the Security Trustee under this Debenture (whether or not on sale or other realisation of the Investments, Membership Interests or Shares a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise),

unless, in the case of Clauses (c) and (e), the Security Trustee has wilfully failed to comply with a Chargor's instructions in accordance with Clause 8.6(a) or has been grossly negligent in its compliance with such instructions.

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, Membership Interests or the Shares.

9. UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS

9.1 Value of Debts

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

9.2 Realisation of Debts

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

- (a) to collect the Debts in the ordinary course of its business as carried on by the Obligor immediately prior to entering into this Deed and (prior to the payment into the account specified in Clause 9.2(c)) 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; and
- (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 Clause 9.2(c).

9.3 Debts: Withdrawal from Accounts

No Chargor shall, except with the prior written consent of the Security Trustee, withdraw or otherwise transfer the proceeds of realisation of any Debts standing to the credit of any Account (other than, subject to Clause 10.2 (General Account: Position before Default) and 10.3 (General Account: Position after Default), the General Account).

10. UNDERTAKINGS AS TO ACCOUNT PROCEEDS

10.1 Reserve Account

Except as expressly permitted by Clause 20.3 (The Reserve Account) or Clause 3.3 (Hold Back Amounts) of the Credit Agreement, no Chargor shall be entitled to be paid, withdraw or otherwise transfer any credit amount referred to in the definition of "Account Proceeds" from the Reserve Account.

10.2 General Account: Position before Default

Before the occurrence of a Default which is continuing, each Chargor shall (subject to any restrictions in the Credit Agreement preventing the withdrawal of the same) be entitled to withdraw any credit amount referred to in the definition of Account Proceeds from the General Account.

10.3 General Account: Position after Default

At any time after the occurrence of a Default which is continuing, the Agent 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 the Security Trustee gives such notice the Agent or the Security Trustee shall thereafter, to the exclusion of the Borrower (unless the Agent or 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 Tax Account

Except as expressly permitted by Clause 20.5 (The Tax 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 Tax 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 a 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 6 (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 each Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the **Regulations**), the Security Trustee shall at any time on and after the occurrence of an Event of Default which is continuing have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Security Trustee by reference to such method or source of valuation as the Security Trustee may reasonably select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause, or selected by the Security Trustee in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

- (b) The Security Trustee shall notify each Chargor 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

Except in the case of gross negligence or wilful misconduct on the part of such person, 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 execution 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 Clause 14.1(a) 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.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this Deed.
- (d) The Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the

Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

- (e) The Security Trustee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Shares if the Security Trustee is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

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, without limitation, 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; and
- (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.

17.2 Power of Attorney: Ratification

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

17.3 General Delegation

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

18. APPLICATION OF MONIES RECEIVED UNDER THIS DEBENTURE

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Debenture and to any applicable statutory requirement as to (a) the payment of preferential debts or (b) 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 freehold Property which the Agent confirms to the Security Trustee is expressly permitted by Clause 19.5(b) (ii) and (v) to (viii) (Disposals) 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 each Chargor 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 each Chargor.

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

23. ADDITIONAL CHARGORS

23.1 Delivery of a Security Accession Deed

- (a) The Borrower may request that any person which is (or will upon accession as a Chargor become) a wholly owned Subsidiary which is incorporated in England and Wales become a Chargor (a **New Chargor**).
- (b) The New Chargor shall become a Chargor if the Borrower delivers to the Security Trustee a duly completed and executed Security Accession Deed.

24. MISCELLANEOUS

24.1 Notice of Security

The execution of this Debenture by the parties hereto shall constitute:

- (a) notice to, and acknowledgment of each LLP of the assignment (by way of security) by each member of each LLP of its LLP Membership Interests; and
- (b) notice to, and acknowledgment of the LP Obligor of the assignment (by way of security) by the General Partner and IMCo of its rights to and title and interest from time to time in the LP Agreement;

in favour of the Security Trustee.

24.2 The Chargors

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

24.3 Assignment and Transfer

Each Chargor shall not 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 agent of and the trustee of each other Secured Party under this Debenture instead of the previous security trustee.

24.4 Property

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

24.5 Continuing Security

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

24.6 Additional Security

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

24.7 Variation of Security

This Debenture shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 24.6 (Additional Security) or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

24.8 Enforcement of Other Security

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

24.9 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 each Chargor. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by each Chargor to the Security Trustee and until such payment shall form part of the Secured Liabilities.

24.10 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, Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by that Secured Party, Receiver or Delegate in connection with the exercise, enforcement and/or the preservation of any rights under this Debenture and any proceedings instituted by or against the Security Trustee as a consequence of taking or holding the Security created or contemplated by this Debenture or enforcing these rights, in each case with any applicable VAT.

24.11 Stamp Taxes

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

24.12 Obligations Joint and Several

The obligations of each Chargor under this Debenture are joint and several.

24.13 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 6 (Real Property)) (and any unregistered properties subject to compulsory first registration at the date of this Debenture and any other Real Property from time to time including a registered title) of the obligation to make further advances.

25. COUNTERPARTS

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

26. GOVERNING 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	Company Number
SF FUNDING LIMITED	09092048
SF GROUND RENTS LIMITED	09092725
RMB 102 LIMITED	07511484
SF T101 LIMITED (formerly known as AEL T101 Limited)	02842265
SF MEMBER NO.1 LIMITED	09093897
SF MEMBER NO.2 LIMITED	09094165
SF ALDINGBOURNE ESTATES LLP (formerly known as Aldingbourne Estates LLP)	OC344636
SF GROUND RENTS NO1 LLP (formerly known as E & J Ground Rents LLP)	OC344667
SF GROUND RENTS NO5 LLP (formerly known as E&J Ground Rents No5 LLP)	OC377976
SF GROUND RENTS NO2 LLP (formerly known as E&J Ground Rents No2 LLP)	OC350959
SF 103 LIMITED (formerly known as ALD 101 Limited)	07458357
SF 105 LIMITED (formerly known as E&J 4US Limited)	04913093
SF GROUND RENT NO.1 LIMITED (formerly known as E&J Ground Rent No.1 Limited)	05747106
SF 5US LIMITED (formerly known as E&J5 Us Limited)	04909351
SF GR NO5 LIMITED (formerly known as E&J GR No5 Limited)	05777259
SF GR2 LIMITED (formerly known as E&J GR2 Limited)	05747665
SF GR PROPERTIES NO 2 LIMITED (formerly known as E&J GR Properties No 2 Limited)	01514561
SF 3US LIMITED (formerly known as E&J 3US Limited)	04910714
JESSICA VENTURES LIMITED	017028V

SF GENERAL PARTNER (GROUND RENTS 2010) LIMITED (formerly known as HB General Partner (Ground Rents 2010) Limited)	07313540
SF 104 LIMITED (formerly known as Ashcorn Associates Limited)	05655858
SF GROUND RENTS NO11 LLP (formerly known as E&J Ground Rents No11 LLP)	OC394818
HB GROUND RENTS 2010 LIMITED PARTNERSHIP	LP014031
SF GROUND RENTS NO8 LLP (formerly known as E&J Ground Rents No8 LLP)	OC386072
SF 201 LIMITED (formerly known as HB 201 LIMITED)	07458331
SF GR 2010B LIMITED (formerly known as HB GR 2010B Limited)	05777725
SF GR 2010A LIMITED (formerly known as HB GR 2010A Limited)	06236593
SF GENERAL PARTNER (GROUND RENTS 2010) NOMINEE LIMITED (formerly known as HB General Partner (Ground Rents 2010) Nominee Limited)	07314494
SF 803 LIMITED (formerly known as E&J 803 Limited)	08757522
SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)	09570196
SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)	10073585
SF PROPERTY (SOUTH) LIMITED (formerly known as Keystone Property (South) Limited)	05655913
SF T105 LIMITED (formerly known as Neil T105 Limited)	01850944
SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 21g Limited)	06420063
SF GROUND RENTS NO. 23G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)	06420169
SF GROUND RENTS NO. 22G LIMITED (formerly known as E&J Ground Rents No. 22G Limited)	06419937

SCHEDULE 2

SHARES

PART 1

SHARES OWNED BY THE BORROWER

Name	Company Number
SF GROUND RENTS LIMITED	(09092725)

PART 2

SHARES OWNED BY SF GROUND RENTS LIMITED

Name	Company Number
JESSICA VENTURES LIMITED	(017028V)
SF GENERAL PARTNER (GROUND RENTS 2010) LIMITED (formerly known as HB General Partner (Ground Rents 2010) Limited)	(07313540)
RMB 102 LIMITED	(07511484)
SF T101 LIMITED (formerly known as AEL T101 Limited)	(02842265)
SF 104 LIMITED (formerly known as Ashcorn Associates Limited)	(05655858)
SF MEMBER NO.1 LIMITED	(09093897)
SF MEMBER NO.2 LIMITED	(09094165)
SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)	(09570196)
SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)	(10073585)
SF PROPERTY (SOUTH) LIMITED (formerly known as Keystone Property (South) Limited)	(05655913)
SF T105 LIMITED (formerly known as Neil T105 Limited)	(01850944)
SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 21G Limited)	(06420063)

PART 3

**SHARES OWNED BY SF ALDINGBOURNE ESTATES LLP (FORMERLY KNOWN AS
ALDINGBOURNE ESTATES LLP)**

Name	Company Number
SF 103 LIMITED (formerly known as ALD 101 Limited)	(07458357)

PART 4

SHARES OWNED BY SF GROUND RENTS NO1 LLP (FORMERLY KNOWN AS E&J GROUND RENTS LLP)

Name	Company Number
SF GROUND RENT NO.1 LIMITED (formerly known as E&J Ground Rent No.1 Limited)	(05747106)

PART 5

SHARES OWNED BY SF GROUND RENTS NO5 LLP (FORMERLY KNOWN AS E&J GROUND RENTS NO5 LLP)

Name	Company Number
SF 5US LIMITED (formerly known as E&J5 US Limited)	(04909351)
SF GR NO5 LIMITED (formerly known as E&J GR No5 Limited)	(05777259)

PART 6

SHARES OWNED BY SF GROUND RENTS NO2 LLP (FORMERLY KNOWN AS E&J GROUND RENTS NO2 LLP)

Name	Company Number
SF GR2 LIMITED (formerly known as E&J GR2 Limited)	(05747665)
SF GR PROPERTIES NO 2 LIMITED (formerly known as E&J GR Properties No 2 Limited)	(01514561)

PART 7

**SHARES LEGALLY OWNED BY SF GENERAL PARTNER (GROUND RENTS 2010) LIMITED
(FORMERLY KNOWN AS HB GENERAL PARTNER (GROUND RENTS 2010) LIMITED) AND
BENEFICIALLY OWNED BY THE LP OBLIGOR**

Name	Company Number
SF 201 LIMITED (formerly known as HB 201 LIMITED)	(07458331)
SF GR 2010B LIMITED (formerly known as HB GR 2010B Limited)	(05777725)
SF GR 2010A LIMITED (formerly known as HB GR 2010A Limited)	(06236593)
HB GENERAL PARTNER (GROUND RENTS 2010) NOMINEE	(07314494)

PART 8

SHARES OWNED BY SF GROUND RENTS NO8 LLP (FORMERLY KNOWN AS E&J GROUND RENTS NO8 LLP)

Name	Company Number
SF 803 LIMITED (formerly known as E&J 803 Limited)	(08757522)

PART 9

SHARES OWNED BY SF GROUND RENTS NO. 21G LIMITED (FORMERLY KNOWN AS E&J GROUND RENTS NO. 21G LIMITED)

Name	Company Number
SF GROUND RENTS NO. 23G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)	(06420169)
SF GROUND RENTS NO. 22G LIMITED (formerly known as E&J Ground Rents No. 22G Limited)	(06419937)

PART 10

SHARES OWNED BY RMB 102 LIMITED

Name	Company Number
SF 105 LIMITED (formerly known as E&J 4US Limited)	(04913093)
SF 3US LIMITED (formerly known as E&J 3US Limited)	(04910714)

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] as the security trustee the Security Trustee) (the Debenture)

[The Borrower] (the **Borrower**), hereby gives you notice that under the Debenture it has charged (by way of a first fixed charge) in favour of the Security Trustee (the **Security Trustee**) all its rights in respect of any moneys standing to the credit of each account listed below and maintained by it with you (the **Borrower Accounts**):

- (a) [●] (the **Reserve Account**);
- (b) [●] (the **General Account**).

The Borrower irrevocably instructs and authorises you to:

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

The Borrower 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 [*insert address*], Attention: [] with a copy to ourselves.

Yours faithfully,

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

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] as the security trustee (the Security Trustee) (the Debenture)

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

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in any Borrower Account;
- (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 Borrower Account;
- (d) will not permit any amount to be withdrawn from the Reserve Account (as defined below) without your prior written consent; and
- (e) will not permit any amount to be withdrawn from the General Account (as defined below) without your prior written consent if you notify us that a Default is continuing under the Credit Agreement (as defined in the Debenture).

The Borrower Accounts maintained with us are:

- (a) [●] (the Reserve Account); and
- (b) [●] (the General Account).

Our acknowledgement of the notice is subject to the following conditions:-

- (a) we shall not be bound to enquire whether the right of the Security Trustee to withdraw any monies from the Borrowers Accounts has arisen or be concerned with (i) the propriety or regularity of the exercise of that right or (ii) to be responsible for the application of any monies received by the Security Trustee;
- (b) 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

- (c) we shall not be deemed to be a trustee for the Chargor or the Security Trustee of the Borrowers Accounts.

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 ACCOUNT BANK

To: [Managing Agent Account Bank]

[Date]

Dear Sirs

**Debenture dated [] between [] and others
and [the Security Trustee] as the security trustee (the Security Trustee) (the Debenture)**

Eyre and Johnson Limited (the **Managing Agent**), hereby gives you notice that, in respect of the account listed below (the **Managing Agent Account**) and maintained by the Managing Agent with you, all amounts received by the Managing Agent into the Managing Agent Account in respect of any of the persons listed in the Schedule hereto (the **Obligors**) are held on trust for the Obligors and the Managing Agent is not entitled to transfer such amounts to any person other than the relevant Obligor or the Security Trustee (other than any overpayment of Rental Income received in error by the Managing Agent from a tenant and which it is obliged to return to the relevant tenant under the terms of the relevant Lease Document (as defined in the Credit Agreement (as defined in the Debenture)), in accordance with the Credit Agreement (as defined in the Debenture));

[●]

The provisions of 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 [insert address], Attention: [] with a copy to ourselves.

Yours faithfully,

.....
(Authorised signatory)
Managing Agent

SCHEDULE
THE OBLIGORS

Name	Company Number
SF FUNDING LIMITED	09092048
SF GROUND RENTS LIMITED	09092725
RMB 102 LIMITED	07511484
SF T101 LIMITED (formerly known as AEL T101 Limited)	02842265
SF MEMBER NO.1 LIMITED	09093897
SF MEMBER NO.2 LIMITED	09094165
SF ALDINGBOURNE ESTATES LLP (formerly known as Aldingbourne Estates LLP)	OC344636
SF GROUND RENTS NO1 LLP (formerly known as E & J Ground Rents LLP)	OC344667
SF GROUND RENTS NO5 LLP (formerly known as E&J Ground Rents No5 LLP)	OC377976
SF GROUND RENTS NO2 LLP (formerly known as E&J Ground Rents No2 LLP)	OC350959
SF 103 LIMITED (formerly known as ALD 101 Limited)	07458357
SF 105 LIMITED (formerly known as E&J 4US Limited)	04913093
SF GROUND RENT NO.1 LIMITED (formerly known as E&J Ground Rent No.1 Limited)	05747106
SF 5US LIMITED (formerly known as E&J5 Us Limited)	04909351
SF GR NO5 LIMITED (formerly known as E&J GR No5 Limited)	05777259
SF GR2 LIMITED (formerly known as E&J GR2 Limited)	05747665
SF GR PROPERTIES NO 2 LIMITED (formerly known as E&J GR Properties No 2 Limited)	01514561

SF 3US LIMITED (formerly known as E&J 3US Limited)	04910714
JESSICA VENTURES LIMITED	017028V
SF GENERAL PARTNER (GROUND RENTS 2010) LIMITED (formerly known as HB General Partner (Ground Rents 2010) Limited)	07313540
SF 104 LIMITED (formerly known as Ashcorn Associates Limited)	05655858
SF GROUND RENTS NO11 LLP (formerly known as E&J Ground Rents No11 LLP)	OC394818
HB GROUND RENTS 2010 LIMITED PARTNERSHIP	LP014031
SF GROUND RENTS NO8 LLP (formerly known as E&J Ground Rents No8 LLP)	OC386072
SF 201 LIMITED (formerly known as HB 201 LIMITED)	07458331
SF GR 2010B LIMITED (formerly known as HB GR 2010B Limited)	05777725
SF GR 2010A LIMITED (formerly known as HB GR 2010A Limited)	06236593
SF GENERAL PARTNER (GROUND RENTS 2010) NOMINEE LIMITED (formerly known as HB General Partner (Ground Rents 2010) Nominee Limited)	07314494
SF 803 LIMITED (formerly known as E&J 803 Limited)	08757522
SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)	09570196
SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)	10073585
SF PROPERTY (SOUTH) LIMITED (formerly known as Keystone Property (South) Limited)	05655913
SF T105 LIMITED (formerly known as Neil T105 Limited)	01850944
SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 21g)	06420063

Limited)

SF GROUND RENTS NO. 21G LIMITED 06420169
(formerly known as E&J Ground Rents No. 23G
Limited)

SF GROUND RENTS NO. 22G LIMITED 06419937
(formerly known as E&J Ground Rents No. 22G
Limited)

PART 4

[INTENTIONALLY LEFT BLANK]

PART 5

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] as the security trustee the Security Trustee) (the Debenture)

[The Borrower] (the **Borrower**), hereby gives you notice that under the Debenture it has charged (by way of a first fixed charge) in favour of the Security Trustee (the **Security Trustee**) all its rights in respect of any moneys standing to the credit of the account listed below and maintained by it with you (the **Tax Account**):

[●]

The Borrower irrevocably instructs and authorises you to:

- (a) disclose to the Security Trustee any information relating to the Tax Account requested from you by the Security Trustee;
- (b) no longer comply with any existing payment instructions in respect of the Tax Account or with any instructions that the Borrower (or any person other than the Security Trustee) gives in respect of the Tax Account;
- (c) comply with the terms of any written notice or instruction relating to the Tax Account received by you from the Security Trustee; and
- (d) pay or release any sum standing to the credit of the Tax Account only in accordance with the written instructions of the Security Trustee.

The Borrower 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 [insert address], Attention: [] with a copy to ourselves.

Yours faithfully,

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

PART 6

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To: [the Security Trustee] as the security trustee

Attention: []

Copy: [relevant Chargor]

Dear Sirs,

[DATE]

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

We confirm receipt from [relevant Chargor] (the Chargor) of a notice dated [] 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 the Chargor's account with us listed in the notice (the Tax Account).

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 the Tax Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Tax Account; and
- (d) will not permit any amount to be withdrawn from the Tax Account (as defined below) without your prior written consent;

Our acknowledgement of the notice is subject to the following conditions:-

- (a) we shall not be bound to enquire whether the right of the Security Trustee to withdraw any monies from the Tax Account has arisen or be concerned with (i) the propriety or regularity of the exercise of that right or (ii) to be responsible for the application of any monies received by the Security Trustee;
- (b) 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
- (c) we shall not be deemed to be a trustee for the Chargor or the Security Trustee of the Tax 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 7

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 **Rent 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 8

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 Rent 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 9

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 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 10

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 a 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 11

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 numbers set out at Schedule 1 hereto (the **Policy Numbers**) effected by ourselves or whomsoever in relation to the properties listed in the Schedule 2 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], following a loss of rent claim by an Obligor listed in Schedule 3 hereto to our account at [Bank], account number [] (the **Reserve Account**), unless and until you receive written notice from the Security Trustee to the contrary, in which case you should make all future payments resulting from a claim made by an Obligor as then directed by the Security Trustee.

It is very important that you:

- (a) make all immediate arrangements for all loss of rent claims payable by you under the [Policy[ies]] to be paid to this account;
- (b) do not invalidate, cancel or avoid (in whole or in part) any insurance policy for failure to pay any premium due or otherwise to 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 any non-payment of premium; and
- (c) do not alter any policy, reduce the limits or increase the deductibles prior to the original expiry date of the relevant insurance policy without first giving the Security Trustee not less than 30 days' written notice save for when the policy wording provides for automatic reduction in cover.

Please note that:

- (a) all remedies provided for under the Policy[ies] loss of rent provision or available at law or in equity are exercisable by the Security Trustee;
- (b) all rights to compel performance of the Policy[ies] loss of rent provision are exercisable by the Security Trustee; and
- (c) all rights, interests and benefits whatsoever accruing to the Obligors arising under the Policy[ies] loss of rent provision 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 [Address], Attention: [] with a copy to ourselves.

Yours faithfully,

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

SCHEDULE 1
POLICY NUMBERS

SCHEDULE 2

PROPERTIES

SCHEDULE 3

OBLIGORS

PART 12

ACKNOWLEDGEMENT OF INSURER

To: [Security Trustee]

Attention: []

[Date]

Dear Sirs,

Debenture dated _____ 2022 between SF Funding Limited and others and Rothesay Life Plc (the Security Trustee) (the Debenture)

We confirm receipt of a notice dated _____ 2022 from each of the chargors listed therein (the **Chargors**) the of an assignment upon the terms of the Debenture to the Security Trustee of each of each of the Chargor's (as relevant) right, interests and benefit in, to and under the Policy[ies] loss of rent provision (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
- (b) no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Trustee;
- (c) no, 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;
- (d) no policy may be altered, the limits may not be reduced and the deductibles may not be increased prior to the original expiry date of the relevant insurance policy without giving the Security Trustee not less than 30 days' written notice;
- (e) 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
- (f) 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.

Yours faithfully,

.....
(Authorised signatory)
[Insurer]

SCHEDULE 1

OBLIGORS

PART 13

NOTICE TO REPORT PROVIDER

[On letterhead of the Borrower]

To: [Report Provider]

Date: []

Dear Sirs,

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

We refer to the engagement agreement dated [●] June and made between [*the Report Provider*] (the **Report Provider**) and each party listed in Schedule 1 hereto (the **Chargors**) (the **Report**).

This letter constitutes notice to you that under the Debenture each Chargor has charged by way of fixed charge to Rothesay Life Plc (the **Security Trustee**) all our rights as against the Report Provider in respect of the Report.

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 Borrower]

SCHEDULE 1

CHARGORS

PART 14

ACKNOWLEDGEMENT OF REPORT PROVIDER

To: [the Security Trustee]

Attention: []

Copy: [the Borrower]

Date: []

Dear Sirs,

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

We acknowledge receipt from [the Borrower] of a notice dated [] (the **Notice**) of a charge upon the terms of the Debenture of each Chargor's (as defined in the Notice) rights as against [*the Report Provider*] in respect of the Report (as defined in the Notice).

For the avoidance of doubt, we do not accept or assume any responsibility in respect of the Notice and to the fullest extent permitted by applicable law, we accept no liability in respect of the Notice to any third party.

Yours faithfully

.....
(Authorised signatory)
[Report Provider]

SCHEDULE 4

SECURITY ACCESSION DEED

DATED

BETWEEN:

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

RECITALS:

This deed is supplemental to a debenture dated [] 2022 between, among others, the Borrower, the Chargors named in it] and the Security Trustee (as supplemented and amended from time to time, the **Debenture**).

THIS DEED WITNESSES:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

1.2 Construction

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

1.3 Effect as a deed

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

2. ACCESSION OF NEW CHARGOR

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

3. CREATION OF SECURITY INTEREST

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

- (a) the Real Property charged by way of legal mortgage shall be the Real Property referred to in Schedule 6 (Real Property); and
- (b) the Shares charged by way of fixed charge shall include the Shares referred to in Schedule 2 (Shares).

4. CONSENT OF EXISTING CHARGORS

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

5. LAW

This Deed is governed by English law.

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

SCHEDULE 1
REAL PROPERTY

SCHEDULE 2

SHARES

SIGNATORIES TO SECURITY ACCESSION DEED

New Chargor

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

)
)
)
)

.....
Director

.....
Director/Secretary

Security Trustee

SIGNED for and on behalf of
[Security Trustee]

)
)

SCHEDULE 5

DETAILS OF LIMITED LIABILITY PARTNERSHIPS

Names of Limited Liability Partnership

SF ALDINGBOURNE ESTATES LLP (formerly known as Aldingbourne Estates LLP)

SF GROUND RENTS NO1 LLP (formerly known as E & J Ground Rents LLP)

SF GROUND RENTS NO2 LLP (formerly known as E&J Ground Rents No2 LLP)

SF GROUND RENTS NO5 LLP (formerly known as E&J Ground Rents No5 LLP)

SF GROUND RENTS NO8 LLP (formerly known as E&J Ground Rents No8 LLP)

SF GROUND RENTS NO11 LLP (formerly known as E&J Ground Rents No11 LLP)

SCHEDULE 6
REAL PROPERTY

E&J Unique Ref	Property description	Title number	Chargor
E&J_1_6	9, 11, 15 to 33 (odd) Burlywood Close and 34 to 56 (even) Mistyrose Close, Coventry	WM957141	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_7	2 to 52 (even) Anstey Close, (Farnham) (GU99FH)	SY783603	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_8	Two parcels of land on the South side of Argent Street, Grays.	EX841757	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_9	Four parcels of land at Broadlands Avenue, Pudsey	WYK910448	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_10	land at Chasewater Crescent, Staverton Grove, Butterley Gate and Swanwick Lane, Broughton	BM311495	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_39	land at Chasewater Crescent, Staverton Grove, Butterley Gate and Swanwick Lane, Broughton	BM311495	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_11	Butts Green, Warrington	CH589922	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_12	Butts Green, Warrington	CH589922	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_13	1 to 12 and 14 to 97 Cameronian Square, Worsdell Drive, Gateshead (NE8 2DB)	TY484118	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_15	Land and buildings on the north west side of North Baileygate, Pontefract	WYK356615	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_16	Block 6, Ochre Yards, Gateshead	TY459614	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_17	16 to 24 (inclusive) Elder Crescent, Lindford (GU35 0RF) and parking spaces	SH29858	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_18	Tadros Court and	BM348029	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_19	Flats 28 to 111 Fisgard Court, Admirals	K959649	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_20	1 to 24 (inclusive) Nutfield Court, 26 Goodworth Road, Redhill	SY783604	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_21	Grangefield Court, Doincaster	SYK571283	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_22	8 to 10 Netley Court, River Road, 1 to 12 Wight Court, Surrey Street and 17 to 33 Fairlight Court, Pier Road, Littlehampton and parking spaces	WSX330717	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_23	4 to 10 (even) and 28 to 32 (even) Riverside and 29 to 51, 60 to 62 and 70 Harwood Close, Pulborough	WSX330718	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_24	27 Sockburn Close, Hamilton (LE5 INR).	LT424378	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_25	5 to 7 Frankel Avenue, 2 Millgrove Street and 1 Arnold	WT283398	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
	Street, Swindon.		No. 07511484)
E&J_1_26	Land on the South side of St Mellons Road, Cardiff.	WA937450	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_27	455 London Road, Isleworth.	AGL206222	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_29	1 to 19 (odd) and 67 to 119 (odd) Leyburn Road, Birmingham.	WM957143	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_30	Gloucester Place and Sherbourne Place, Linden Fields, Tunbridge Wells.	K831024	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_31	4, 5, 7 and 18 to 48 (inclusive) Marshall Court, Taunton and parking spaces.	ST280543	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_32	Land and buildings on the south side of Maypole Lane, Birmingham.	WM360024	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_33	2 Mill Fold, Addingham, Bradford LS29 0SY.	WYK910450	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_34	55 and 57 St Francis Drive and 8 and 10 Norton Close, Kings Norton, Birmingham.	WM957144	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_35	2 to 11 (inclusive), 14, 15, 18, 19, 20, 26, 27, 28, 31, 33 and 37 Mystery Close, Liverpool. L15 0AB	MS567723	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_36	Land on the north side of Parsons Hill, Kings Norton, Birmingham.	WM886008	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_37	1 to 37 (odd) Prospect Court and 2 to 24 (even) Prospect Mews, Morley	WYK910451	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_46	1 to 37 (odd) Prospect Court and 2 to 24 (even) Prospect Mews, Morley	WYK910451	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_38	1 to 10 (inclusive) Santiago Court, Jamaica Circle, Coedkernew NP10 8AP	CYM465357	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_40	21 to 31 (odd), 45 to 59 (odd), and 73 to 83 (odd), Summerleaze Park, Shepton Mallet. BA4 5FE	WS52809	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_41	241 to 277 (odd) Tatham Road, Llanishen. (CF14 5FF)	CYM465354	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_42	11, 12, 15 to 18, 20, 23 to 26, 29, 30, 36, 37 and 39 Highclere Drive, 1 to 5, 7 to 9, 66, 67, 73 and 76 Bowood Close, 1 to 11 (odd) 8, 12 to 18 (even), 21 and 22 Kedleston Close, 3, 5, 7, 10, 14, 15, 17 to 19 and 21 Dryham Close, 6 and 8 to 12 Mandleston Close, 3, 5, 7 and 8 Burleigh Close, Sunderland	TY484119	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_43	land on the West side of Walker Road, Walsall	WM957142	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_44	land on the West side of Walker Road, Walsall	WM957142	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_67	97 Horsham Road, Swindon SN3 2FN	WT283399	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_45	97 Horsham Road, Swindon SN3 2FN	WT283399	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
E&J_1_47	Land at Mill View Lane, Horwich, Bolton	MAN145110	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_48	Flats 1 to 7 (inclusive) Norris House, and Flats 1 to 32 (inclusive) Worsdell House, Blount Close, Crewe CW1 3EJ, adjoining land and parking spaces.	CH590182	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_49_a	10, 12 to 25 (inclusive), 27 to 49 (odd) Fusiliers Close, Buckshaw Village, Chorley.	LAN91267	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_49_b	10, 12 to 25 (inclusive), 27 to 49 (odd) Fusiliers Close, Buckshaw Village, Chorley.	LAN91267	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_49_c	10, 12 to 25 (inclusive), 27 to 49 (odd) Fusiliers Close, Buckshaw Village, Chorley.	LAN91267	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_50	10-92 (even), Cooper Street, Hazel Grove, Stockport and car parking spaces (SK7 4LA)	MAN145078	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_51	Land on the east and west side of Kings Lynn Drive, Liverpool	MS565641	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_50	Land on the east side of Fields New Road, Chadderton, Oldham	MAN145497	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_52	Land on the east side of Fields New Road, Chadderton, Oldham	MAN145497	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_53	Folly Wood Drive, Chorley (PR7 2FW)	LAN91228	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_54	1-11 (odd), Hesketh Way, Bromborough, Wirral (CH62 2EL)	MS565619	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_55	Plots 10-16 (inclusive), 18 to 24 (inclusive) and 25 to 28 (inclusive), Ty Newydd, Wrexham	CYM455721	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_56	139 Marfleet Lane, Kingston upon Hull (HU9 5RN) and 148 Marfleet Avenue, Kingston upon Hull (HU9 5SA)	HS358150	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_57	Marton House, Langdale, Court, Bridlington (YO16 6RZ)	YEA59732	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_58	27 AND 31-37 (ODD) AND 2-32 (even) Millers Croft, Castleford(WF10 5L)	WYK914204	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_59	11-15 (odd) 19 and 21, 25-29 (odd) Blackpits Road, 1-11 (inclusive), 13 and 15 Naden View, Apartments 1-12 (inclusive), 2 Paperhouse Close, Rochdale.	MAN150048	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_60	The Pinnacle, 57 St Peters Road, Bournemouth (BH1 2LH)	DT51129	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_61	Land on the west side of Priory Road, Kingston upon Hull	HS331341	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_62	51 To 171 (odd) And 46 To 92 (even), Jenkinson Grove, Armthorpe	SYK573775	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_63	Land on the south side of Riverbrook Road, West Timperley, Altrincham	MAN145836	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_64	1 and 3 Hoylake Close, 1-9 (odd), 15-18, 20-23, 25, 28-30, 33, 37, 39, 110-116 (even), 130, 148, 154-160 (even), and 166 Sunningdale Way, 78-90 (even) and 94 The	LL315556	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
	Avenue, 1-11 (odd), 14-17, 19-21, 23 and 25 Wentworth Close, Gainsborough.		
E&J_1_64a	1 and 3 Hoylake Close, 1-9 (odd), 15-18, 20-23, 25, 28-30, 33, 37, 39, 110-116 (even), 130, 148, 154-160 (even), and 166 Sunningdale Way, 78-90 (even) and 94 The Avenue, 1-11 (odd), 14-17, 19-21, 23 and 25 Wentworth Close, Gainsborough.	LL315556	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_65	12-22 (even), 36-46 (even) and 43-53 (odd) The Potteries, New Rossington, Doncaster, DN11 0NE	SYK574464	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_66	1,2,3 and 5 West End Terrace, West End Lane, New Rossington (DN11 0ND) and 3,4,5,7,9,11,15 and 19 The Potteries, New Rossington, Doncaster (DN11 0NE)	SYK578921	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_68	Land at Goodwin Gardens, Lower Leys, Evesham	WR134267	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_69	Grove House, Cornwallis Grove, Bristol (BS8 4DE).	BL122782	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_70	3-37 (odd) Lily Court, Lily Drive, 35-69 (odd) Chillington Way, Stoke-on-Trent (ST6 5GJ).	SF562685	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_1_71	Land on the south side of Swale Road, Brough.	YEA59723	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_6	Flats 1 to 3 (inclusive) Hatters Lodge, 1 Ingrebourne Avenue, Flats 1 to 9 (inclusive) Albelia Court, 13 Ingrebourne Avenue, Flats 1 to 9 (inclusive) Brooks Court, 14 Ingrebourne Avenue and Flats 1 to 9 (inclusive) Thyme Court, 109 Whitchurch Road, Romford and parking spaces.	EGL568674	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_7	Elms Road Nursery School, Elms Road, Botley (OX2 9JZ).	ON270527	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_8	Land and buildings at Starling Grove, Birmingham (B36 0RQ).	WM970426	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_9	1-9 (inclusive) Kermantle and 45-54 (inclusive), The Roperies, High Wycombe.	BM351569	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_10	Plots 123-134, Nant-Y-Coed, Bridgend.	CYM503964	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_11	Plots 293-310 Castell Maen, Caerphilly.	CYM503962	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_12	Land and buildings on the west side of Springfield Lane, Salford, Greater Manchester.	LA122995	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_14	12 Foxboro Road and Garages, 31 Goodworth Road and Garages, Garages 41 and 42 Powell Gardens, 10 and 21 Reynolds Avenue and Garages, Redhill.	SY786515	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_15	Land at The Croft, Heworth Green, York.	NYK376395	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_17	Land and buildings on the west side of Blakenhall Heath, Walsall.	WM894059	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
E&J_2_62	107, 107A and 121 to 155 (odd) Barley Lane, Ilford and land adjoining.	EGL518190	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_18	107, 107A and 121 to 155 (odd) Barley Lane, Ilford and land adjoining.	EGL518190	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_19	5 to 19 (inclusive) Warren Close, 1 to 13 Allington Close (inclusive) and 23 Cowden Close, Farnham.	SY786514	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_20	21-23 (inclusive) Centaurus Square and 1-6 (inclusive) Page Place and parking spaces, Frogmore, St Albans, Hertfordshire.	HD499093	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_21	95-111 Nero Way, North Hykeham, North Kesteven, Lincolnshire (LN6 8JP)	LL315639	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_22	Land on the east side of New Hall Road, Pentre Clawdd, Ruabon.	CYM487400	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_23	1-18 (inclusive), Thorn Mead, Adeyfield Road, Hemel Hempstead and parking spaces (HP2 5GU).	HD499094	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_24	Wyndham Mews, Friarn Street, Bridgwater (TA6 3LJ).	ST283418	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_25	1-16 (inclusive), 23-43 (inclusive), Ashby Grove, Loughborough and parking spaces (LE11 3AP).	LT428002	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_26	Land to the south side of Oxford Street, Long Eaton.	DY312183	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_27	Land at Pennsylvania Road, Liverpool.	MS573239	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_28	Land lying to the north west of Dalton Bank Warrington.	CH593989	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_29	Land at The Ladle, Middlesbrough.	CE206406	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_52	Land at The Ladle, Middlesbrough.	CE206406	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_30	Pallantine Court, Wolfe Close, Chichester (PO19 6BY).	WSX333767	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_31	Land at Haydon Drive, Wallsend.	TY487904	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_32	Woodleigh, Crestwood View, Eastleigh (SO50 4NF).	HP724896	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_33	Marks Lodge, Cottons Approach, Romford.	EGL530756	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_33b	Marks Lodge, Cottons Approach, Romford.	EGL530756	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_34	Land on the north side of Ceylon Street, Newton Heath, Manchester.	MAN163355	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_35	Land on the north side of Ceylon Street, Newton Heath, Manchester.	MAN163355	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_36	Land on the West Side of Burtons Park Road,	WM964035	RMB 102 Limited (Co. Regn.

E&J Unique Ref	Property description	Title number	Chargor
	Birmingham (B36 0TW).		No. 07511484)
E&J_2_37	Land on the north and south side of Keepers Gate, Birmingham (B37 7SW).	WM964034	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_38	Apartments 1-5 1 Mulholland Way, 3 Mulholland Way, Apartments 1-5 19 Mulholland Way, Highbridge and parking spaces.	ST287004	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_65	Land lying to the south of Holmcroft Road, Levenshulme, Manchester	MAN158417	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_39	Land lying to the south of Holmcroft Road, Levenshulme, Manchester	MAN158417	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_40	Tranquil House, Worsdell Drive, Gateshead (NE8 2EU)	TY487905	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_41	Flats 1 to 12 (inclusive) Hawthorn House and Flats 1 to 6 (inclusive) Maple House, Gooshays Gardens and Flats 1 to 3 (inclusive) Oaklands House, Oaklands Close, Romford and parking spaces.	EGL568676	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_42a	1 to 4 (inclusive) and 5 to 21 (odd) Back Lane, 1 to 67 (inclusive) and 68 to 94 (even) Creine Mill Lane North, 1 to 5 (inclusive) City Wall Lane, 1 to 33 (odd) Drying Shed Lane, 2 to 26 (even) Tannery Way North and 1 to 18 (inclusive) Old Watling Street, Canterbury	K965343	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_42	1 to 4 (inclusive) and 5 to 21 (odd) Back Lane, 1 to 67 (inclusive) and 68 to 94 (even) Creine Mill Lane North, 1 to 5 (inclusive) City Wall Lane, 1 to 33 (odd) Drying Shed Lane, 2 to 26 (even) Tannery Way North and 1 to 18 (inclusive) Old Watling Street, Canterbury	K965343	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_43	Devonshire Court, Derbyshire Road South, Sale (M33 3JN)	MAN167673	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_44	Land and buildings at Broadlands Gardens, Pudsey	WYK917097	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_47	Foster House, Maxwell Road, Borehamwood (WD6 1FR)	HD440137	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_48	Flats 1 to 12 (inclusive) and Flats 14 to 33 (inclusive), Compass Court, Waterside, Gravesend and parking spaces (DA11 9FA)	K965336	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_49	Catalpa Court and Kingswood Court, Hither Green Lane, London	TGL329787	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_49b	Catalpa Court and Kingswood Court, Hither Green Lane, London	TGL329787	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_50	Synergy Park, London Road, Devizes (SN10 2EA)	WT286082	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_51	Land lying to the south of Crompton Way, Bolton.	MAN158423	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_63	Land lying to the south of Crompton Way, Bolton.	MAN158423	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
E&J_2_53	1 to 67 (inclusive) Silk Mill Chase, Sowerby Bridge (HX6 4BY)	WYK927543	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_54	1 to 67 (inclusive) Silk Mill Chase, Sowerby Bridge (HX6 4BY)	WYK927543	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_55	Flats 1 to 32, 45 Norman Road, London (SE10 9QZ)	TGL297299	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_55a	Flats 1 to 32, 45 Norman Road, London (SE10 9QZ)	TGL297299	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_55	Flats 1 to 34 (inclusive), 25 Tarves Way, London (SE10 9JU).	TGL329755	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_55	Flats 1 to 39, 47 Norman Road, London (SE10 9QB)	TGL300739	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_55	1 Tarves Way and 49 Norman Road, London.	TGL308708	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_55	Flats 1 to 31, 5 Tarves Way, London (SE10 9JG)	TGL307739	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_55	11 Tarves Way, London (SE10 9JP)	TGL311753	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_55	Flats 1 to 38 (inclusive), 15 Tarves Way, London (SE10 9JP)	TGL315380	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_55	22 to 62 (even) Old Pearson Street, London (SE10 9LE)	TGL279508	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_55	Flats 1 to 34 (inclusive), 25 Tarves Way, London and Flats 1 to 17 (inclusive) Old Pearson Street, London	TGL315906	Bellway Homes Limited (Co. Regn. No. 00670176)
E&J_2_56	Land on the east and west sides of Sandwich Street, Walkden (M28 3DG)	GM373588	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_57	Land on the north side of Park Lane, Abram, Wigan.	MAN167906	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_58	Land lying to the south of Cherwell Road, Westhoughton, Bolton.	MAN167905	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_59	1-81 Venture Court, Canal Road, Gravesend; 1-15 Spencer Court, Romulus Road, Gravesend; 1-109 Aurora Court, Romulus Road, Gravesend.	K965338	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_61	1-81 Venture Court, Canal Road, Gravesend; 1-15 Spencer Court, Romulus Road, Gravesend; 1-109 Aurora Court, Romulus Road, Gravesend.	K965338	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_60	Broadlands, Turpins Plot, Okehampton (EX20 1FG)	DN598574	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_64	Land lying to the north west of Dalton Bank, Warrington	CH593991	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_67	Land lying to the north of Welsh Row, Nantwich.	CH593986	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_70	Land and buildings on the east side of Gresty Road, Crewe	CH467157	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
E&J_2_69	Land and buildings on the east side of Gresty Road, Crewe	CH467157	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_71	4-18 (even), Alicia Close, Newport and car parking spaces (NP20 2FH)	CYM591802	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_72	1-33 (odd) Blackberry Avenue, 20-32 (even) Pear Tree Close, 15-25 (odd) Willow House, 27-33 (odd) Bradford House, 35-41 (odd) Worcester House, 2-4 (even) Strawberry Lane, Lichfield	SF568271	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_73	land at George Maher Court, Shudrick Lane, Ilminster	ST124586	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_74	173 High Street, Saltney, Chester (CH4 8SJ)	WA545512	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_75	849-859 (odd), Leek New Road, Stoke-On-Trent and parking spaces (ST2 7HQ)	SF568286	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_76	30-40 (even) and 39-49 (odd) Dexter Avenue, Grantham, (NG31 7EL) and 49-85 (odd) Warmington Avenue, Grantham, (NG31 7NU)	LL321705	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_77	Land at Bryan Budd Close, Rowley Regis (B65 9BB)	WM964040	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_78	Land at Smithfield Way, Ellesmere	SL205599	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_79	2 and 22 Edelin Road, Bearsted, Maidstone (ME14 4RD)	K965337	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_2_80	land on the West Side of Shenstone Road, Edgbaston, Birmingham B16 0PF	WM964038	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_4_6	Albert Mills, 10 Hulme Hall Road, Manchester (M15 4LY).	LA32900	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_4_7	30-34 (even), Woodfield Road, Altrincham.	MAN189857	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_4_8	30-34 (even), Woodfield Road, Altrincham.	MAN189857	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_4_9	30-34 (even), Woodfield Road, Altrincham.	MAN189857	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_6	Land and buildings on the north and west side of Earlsfield Library, Magdalen Road, London.	TGL271909	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_7	Land on the south west side of Newport Lane, Stoke-On-Trent.	SF354075	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_10	2 to 12 (even), Quarry Close, Gravesend (DA11 0GA) We have been supplied with a print of the view of the register rather than an official copy	TT14044	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_11	73 to 83 (odd), Christmas Street, Gillingham (ME7 1TD)	TT14041	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_12	1 to 9 Frederick Benn Place, Ashford (TN23 3FN)	TT14042	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_13	1 to 11 (odd), 15 to 19 (odd), 16 to 32 (even) and 27 and	TT14040	RMB 102 Limited (Co. Regn.

E&J Unique Ref	Property description	Title number	Charger
	29 Brigadier Gardens, Ashford (TN23 3GU)		No. 07511484)
E&J_5_14	46-62 (even), Furfield Chase, Boughton Monchelsea, Maidstone (ME17 4GD).	TT17421	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_16	475 to 491 (Odd Numbers) Battersea Park Road, London (SW11 4NH)	SGL172495	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_19	Block M6, Flats 1-20 Tawny Court, 2 Shearwater Drive, London (NW9 7AH).	AGL306856	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_20	Flats 1-59 (inc) Crested Court, 3 Shearwater Drive, London (NW9 7AD) Flats 1-30 (inc) Skylark Court, 1 Shearwater Drive, London (NW9 7AB) Flats 1-72 (inc) Goshawk Court, 5 Shearwater Drive, London (NW9 7AG)	AGL306861	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_24	82-86 Botley Road, Park Gate, Southampton (SO31 1BA).	HP632586	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_25	82-86 Botley Road, Park Gate, Southampton (SO31 1BA).	HP632586	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_26	Bentley Place, 57-59 Baker Street, Weybridge (KT13 8BF).	SY708603	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_29	Queen Mary School, Clifton Drive South, Lytham St Annes (FY8 1DS).	LAN11273	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_30	Queen Mary School, Clifton Drive South, Lytham St Annes (FY8 1DS).	LAN11273	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_31	Queen Mary School, Clifton Drive South, Lytham St Annes (FY8 1DS).	LAN11273	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_32	Queen Mary School, Clifton Drive South, Lytham St Annes (FY8 1DS).	LAN11273	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_33	1, 2, 4, 5, 6, 7, 8, 9 and 10 Patricroft Drive, Buckshaw Village, Chorley (PR7 7GF), 1, 2, 4, 5 and 7 Birtley Avenue, Buckshaw Village, Chorley (PR7 7GE and 3, 4, 5, 9 and 10 Brackla Place, Buckshaw Village, Chorley (PR7 7GJ).	LAN139519	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_34	Land lying to the north of Fauners, Basildon.	EX819415	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_35	The Manor, Canonbie Road, Forest Hill, (SE23 3AQ).	270066	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_35	Land on the north side of Canonbie Road, Forest Hill.	TGL153856	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_38	1-51 (inclusive), Thomas Cribb Mews, London (E6 5PD).	EGL354075	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_39	The White House, Great Burdon (DL1 3JL).	DU304356	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_40	12 Thornhill Park, Sunderland (SR2 7JZ).	TY284077	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_41	Block E, Pembroke Park, Haslett Avenue, Crawley.	WSX295776	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
E&J_5_45	Land on the North East side of Ongar Road, Brentwood (CM15 9AU) We have been supplied with a print of the view of the register rather than an official copy.	EX714370	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_46	Land on the North East side of Ongar Road, Brentwood (CM15 9AU) We have been supplied with a print of the view of the register rather than an official copy.	EX714370	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_47	1 to 26 The Chase, Grays (RM20 4BF)	EX896805	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_49	Flats 1-19 (inclusive), Harvil Court, 1 Mornington Close, London (NW9 5HH) and 116 and 118 Colindale Avenue, London (NW9 5GX)	AGL293001	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_50	Park House And Park Lodge, Kingswood Road, Tunbridge Wells (TN2 4UJ) We have been supplied with a print of the view of the register rather than an official copy.	K800460	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_51	1, 2 and, 7 Ffordd Maendy, 11, 13 and 15 Rhodfa Brynmenyn and 47 Heol Bryncethin, Parc Tyn Y Coed, Sarn, Bridgend.	CYM585852	RMB 102 Limited (Co. Regn. No. 07511484)
	We have been supplied with a print of the view of the register rather than an official copy.		
E&J_5_53	4, 6 and 10 Naiad Road (SA1 7FB), 13 Temeraire Court (SA1 7FN) and 87 Phoebe Road (SA1 7FY) Copper Quarter, Pentrechwyth, Swansea.	CYM585851	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_52	Plots 10,11, 12, 85, 86, 90, 99, 100 & 109, Copper Miners, Cwmavon, Port Talbot. We have been supplied with a print of the view of the register rather than an official copy.	CYM585850	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_55	Land at Transport Yard and Wharf House, Mill Street, Wantage (OX12 9AQ) We have been supplied with a print of the view of the register rather than an official copy.	ON263204	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_56	Flats 98-120, 122-136, 138-152, 170-192 Water Reed Grove, Walsall	MM23502	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_57	Blocks 43 And 44, Park Central, Attwood Green, Birmingham	WM949978	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_58	James Court, Bath Road, Reading (RG30 2BJ)	BK79348	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_59	Renaissance, Hinderton Road, Neston (CH64 9TX)	CH489715	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_60	Altitude, 39 to 41 Powell Street, Birmingham (B1 3DJ).	WM666043	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_61	1 to 51 (odd), Goetre Fawr, Radyr, Cardiff (CF15 8ET)	CYM594837	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_62	17-32 Anchor Road, 1-14 Ty Devonian, 1- 19 Ty Westonia and 1-23 Ty Gwalia, Pierhead View, Penarth	CYM604245	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_63	7, 10 and 17 Barry Walk, 5 and 6 Rolls Walk, 2 Royce	CYM589190	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
	Walk, 7 Grindle Walk, 12 and 14 Paxton Walk, 7 and 21 Scott Walk, 3 Waterside Walk West, 6a and 30 Ruskin Avenue Rogerstone, Newport		No. 07511484)
E&J_5_65	Phase 1 City Vizion, Rodney Road, Newport	CYM592957	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_64	Phase 1 City Vizion, Rodney Road, Newport	CYM592957	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_66	Plots 174-209 City Vizion Phase 4, Rodney Road, Newport.	CYM604252	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_67	Kensington Oval, Boathouse Field, Lichfield (WS13 6NR).	SF590149	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_69	The Silk Mill, Dewsbury Road, Elland (HX5 9AR).	WYK778659	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_68	The Silk Mill, Dewsbury Road, Elland (HX5 9AR).	WYK778659	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_70	The Picture Works 22 to 44 (even numbers), Queens Road, Nottingham (NG2 3AS)	NT23523	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_71	The Picture Works 22 to 44 (even numbers), Queens Road, Nottingham (NG2 3AS)	NT23523	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_72	115 Woolwich Road, London (SE10 0RF).	LN211505	RMB 102 Limited (Co. Regn. No. 07511484).
E&J_5_73	115 Woolwich Road, London (SE10 0RF).	LN211505	RMB 102 Limited (Co. Regn. No. 07511484)
E&J_5_74	Featherstone Primary and Middle School, Featherstone Road, Southall (UB2 5AQ).	AGL142444	RMB 102 Limited (Co. Regn. No. 07511484).
Aldingbourne_6	Clearwater, Sandy Hill, St Austell, Cornwall.	CL273415	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_7	Land at Clearwater, Sandy Hill, St Austell.	CL276577	RMB 102 Limited (Co. Regn. No. 07511484).
Aldingbourne_8	1- 44 Russell Court and 1 - 45 Leicester Court, Craggs Row, Preston (PR1 1JG).	LAN106207	RMB 102 Limited (Co. Regn. No. 07511484).
Aldingbourne_9	1- 44 Russell Court and 1 - 45 Leicester Court, Craggs Row, Preston (PR1 1JG).	LAN106207	RMB 102 Limited (Co. Regn. No. 07511484).
Aldingbourne_10	Crown Place, Sandy Lane, Worksop, Bassetlaw, Nottinghamshire (S80 1TS).	NT434642	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_12	Land and buildings at Forest Edge, Sneyd Street, Sneyd Green, Stoke-On-Trent.	SF454331	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_15	South Milford Squash Club, 24 Milford Road, Sherburn In Elmet, Leeds.	NYK162332	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_11_2	6-14 Daniel Court, Stamford PE9 2GJ	LL308348	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_16	Land adjoining Green Court, New Lane, Huntington, York (YO32 9TB) .	NYK335557	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_16	1-19 Green Court, New Lane, Huntington, York (YO32	NYK324687	RMB 102 Limited (Co. Regn.

E&J Unique Ref	Property description	Title number	Chargor
	9TB).		No. 07511484)
Aldingbourne_14_2	Land on the west side of Perram Close, Turnford, Broxbourne	HD500785	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_13_2	Land on the west side of Perram Close, Turnford, Broxbourne	HD500785	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_13_2 b	Land on the west side of Perram Close, Turnford, Broxbourne	HD500785	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_21	35/37, Bridgegate, Howden, Goole (DN14 7JG) .	YEA23611	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_23	35/37, Bridgegate, Howden, Goole (DN14 7JG) .	YEA23611	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_17_2	1-7 (odd) and 27-49 (odd), Highbridge, Sileby LE12 7LG	LT421530	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_18_2	1-7 (odd) and 27-49 (odd), Highbridge, Sileby LE12 7LG	LT421530	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_11	94 Plains Road, Nottingham (NG3 5NT).	NT404295	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_15	Aspect Court, 23 Winn Road, Southampton (SO17 1EJ)	HP615641	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_20	Land and buildings on the north side of Blue Cedar Drive, Streetly, Sutton Coldfield.	WM950324	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_23	31 Bunbury Road, Northfield, Birmingham (B31 2DR)	WM427924	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_26	Broadway Service Station, Pottery Road, Oldbury (B68 9EX)	WM724042	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_27	Land on the north west side of 94-96 William Street, Swindon	WT261742	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_31	Flats 1 to 49, Central Park, 8 Palmerston Road, Southampton and Flats 1 to 11 Green Park Court, 23 Cossack Green, Southampton.	HP574413	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_146	Flats 1 to 49, Central Park, 8 Palmerston Road, Southampton and Flats 1 to 11 Green Park Court, 23 Cossack Green, Southampton.	HP574413	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_37	90 to 101 (inclusive), Ebony Close, Colchester (CO2 9LX)	EX840115	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_50	1-42 (All), 45, 47, 55-57 (All), 59-63 (All) and 100 Greenfields Gardens, Shrewsbury (SY1 2RN)	SL210042	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_51	1-42 (All), 45, 47, 55-57 (All), 59-63 (All) and 100 Greenfields Gardens, Shrewsbury (SY1 2RN)	SL210042	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_52	Greenlands View, Broad Oak, Botley, Southampton (SO30 2GD)	HP516788	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_55	1 to 12 (inclusive), Harrier Court, South Killingholme, Immingham.	HS360093	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_57	Land at Havergal Place, Shareshill, Wolverhampton	SF466248	RMB 102 Limited (Co. Regn.

E&J Unique Ref	Property description	Title number	Chargor
	(WV10 7JA)		No. 07511484)
RMB_62	Lakeland Court, Valley Road, Hednesford, Cannock	SF360169	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_65	Land on the south side of Slate Lane,	MAN78186	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_75	Oaklands, Hambledon Road, Denmead, Waterlooville (PO7 6NU)	HP479337	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_75	The Forecourt, Denmead Service Station, Hambledon Road, Denmead (PO7 6NU)	HP634809	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_75	Land on the south west side of Hambledon Road, Denmead	HP532623	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_75	Shop and Offices at Denmead Service Station, Hambledon Road, Denmead (PO7 6NU).	HP634808	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_77	Land on the north side of Hamstead Road, Great Barr (B43 5DA)	WM469520	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_78	93 Gladstone Road, Boscombe, Bournemouth (BH7 6HD)	DT191115	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_79	The Old Rectory, Admaston, Rugeley (WS15 3NL)	SF332819	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_80	The Old Stoneyard, Dam Street, Lichfield (WS13 6AA)	SF481769	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_80	Land lying to the east of Reeve Lane, Lichfield.	SF483432	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_86	Flats 1-24, Poets Court, Old Meeting Street, West Bromwich (B70 9AG)	WM365350	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_90	105 Queens Road, Portsmouth (PO2 7LU)	PM7383	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_91	139 Regents Park Road, Southampton (SO15 8NT)	HP188254	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_93	137 Ringwood Road, Parkstone, Poole (BH14 0RH)	DT108529	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_94	Roxan Mews, 450 Portswood Road, Southampton (SO17 3SD)	HP596070	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_96	Land and buildings on the west side of Mauldeth Road, Stockport.	GM966623	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_98	Butts Centre, Butts Road, Walsall (WS4 2AY)	WM789238	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_102	295 and 297 Bramhall Lane, Davenport, (SK3 8TA)	GM600219	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_104	27 Great Georges Road, Liverpool (L22 1RA)	MS191647	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_105	1 to 14 St James Place, Norton Green Lane, Norton Canes, Cannock	SF477483	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_107	Land on the west side of Tibbott Walk, Bristol (BS14	BL88043	RMB 102 Limited (Co. Regn.

E&J Unique Ref	Property description	Title number	Chargor
	8DR)		No. 07511484)
RMB_110	98-102 Sussex Street, Winchester (SO23 8TH)	HP575323	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_116	121 Beech Road, Chorlton-cum-Hardy.	GM171136	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_116	2 Summer Cottages, Beech Road, Chorlton-cum-Hardy.	LA354494	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_116	1 and 2 Summer Cottages, Beech Road, Chorlton-cum-Hardy.	LA45795	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_116	123 and 125 Beech Road, Charlton-cum-Hardy, Manchester (M21 9EQ).	LA301444	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_117	Four Wynds Transport Cafe, Cannock Road, Heath Hayes, Cannock (WS12 3HG).	SF497380	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_117	Four Wynds, Cannock Road, Heath Hayes, Cannock (WS12 3HG).	SF484427	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_118	Land on the north east side of Lawns Inn, Church Road, Yate, Bristol (BS37 5BG).	GR240731	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_120	The Stocks, Rectory Lane, Lymm.	CH340448	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_121	Land lying to the east of Winton Avenue, Audenshaw, Manchester.	GM920634	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_123	Land at the back of 83-89 William Street, Swindon.	WT248425	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_128	5 Walmer Road, Liverpool (L22 5NL).	MS324371	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_135	236 Winchester Road, Southampton (SO16 6TL).	HP145143	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_136	The Sycamores, The Elms, The Beeches, The Cedars & The Firs, Warford Park, Faulkners Lane, Mobberley, Knutsford.	CH456587	RMB 102 Limited (Co. Regn. No. 07511484)
#N/A			
RMB_137	The Sycamores, The Elms, The Beeches, The Cedars & The Firs, Warford Park, Faulkners Lane, Mobberley, Knutsford.	CH456587	RMB 102 Limited (Co. Regn. No. 07511484)
#N/A			
RMB_138	The Sycamores, The Elms, The Beeches, The Cedars & The Firs, Warford Park, Faulkners Lane, Mobberley, Knutsford.	CH456587	RMB 102 Limited (Co. Regn. No. 07511484)
#N/A			
RMB_155	The Sycamores, The Elms, The Beeches, The Cedars & The Firs, Warford Park, Faulkners Lane, Mobberley, Knutsford.	CH456587	RMB 102 Limited (Co. Regn. No. 07511484)
#N/A			
RMB_139	The Sycamores, The Elms, The Beeches, The Cedars &	CH456587	RMB 102 Limited (Co. Regn.

E&J Unique Ref	Property description	Title number	Chargor
	The Firs, Warford Park, Faulkners Lane, Mobberley, Knutsford.		No. 07511484)
#N/A			
RMB_147	29-39 (odd), The Hollies, Cheslyn Hay, Walsall (WS6 7BF).	SF583038	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_64_2	2/4 Acre Road, Merton, (SW19 2AJ).	TGL75039	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_63	2/4 Acre Road, Merton, (SW19 2AJ).	TGL75039	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_65_2a	2/4 Acre Road, Merton, (SW19 2AJ).	TGL75039	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_65_2b	2/4 Acre Road, Merton, (SW19 2AJ).	TGL75039	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_78	Land on the west side of 16 The Causeway, Staines (TW18 3AP).	SY601902	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_78	1-18 Blenheim Court, Avenue Road, Staines (TW18 3AW).	SY581836	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_79	Braeburn Court, Kingston Road, Staines, (TW18 1BU).	SY438833	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_80	59 and 61 New Road, Feltham, (TW14 8HR).	MX145184	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_94_2	Land on the South West side of Cox Lane, Ewell.	SY271180	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_176_2	Land on the South West side of Cox Lane, Ewell.	SY271180	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_95_2	Land on the South West side of Cox Lane, Ewell.	SY271180	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_96_2	Land on the South West side of Cox Lane, Ewell.	SY271180	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_97	Land on the South West side of Cox Lane, Ewell.	SY271180	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_98_2	Land on the South West side of Cox Lane, Ewell.	SY271180	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_99	Land on the South West side of Cox Lane, Ewell.	SY271180	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_101	Dolphins Hotel, 10 and 11 Western Parade, Southsea (PO5 3JF).	HP135944	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_105a	Duncan Court, Sweeps Ditch Close, Laleham.	SY630724	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_105b	Duncan Court, Sweeps Ditch Close, Laleham.	SY630724	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_105a	Duncan Court, Sweeps Ditch Close, Laleham (TW18 2RS).	SY504682	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_107	8 Milton Road, Bournemouth, (BH8 8LP).	DT261862	RMB 102 Limited (Co. Regn.

E&J Unique Ref	Property description	Title number	Chargor
			No. 07511484)
Ashcorn_170	Leigh Court, 198 Leigh Road, Eastleigh (SO50 9EQ).	HP231452	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_173	41 Lothair Road South, Hornsey, London (N4 1EN).	NGL22012	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_174_2	41 Lothair Road South, Hornsey, London (N4 1EN).	NGL22012	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_183	1-8 Mill View Court, Roxwell (CM1 4YY).	EX455456	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_205	73 Oakington Manor Drive, Wembley, (HA9 6LX).	NGL694530	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_208	48 and 49 Oxford Street and 23 and 24 Queens Terrace, Southampton.	HP564930	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_215	9-16 Pilsdon Close, Beaminster, (DT8 3DF).	DT287312	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_215_2	9-16 Pilsdon Close, Beaminster, (DT8 3DF).	DT287312	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_233	The Industrial Health Centre, Twyford Abbey Road, Park Royal, (NW10 7RJ).	NGL528155	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_235	21 Riverside Place, Stanwell (TW19 7LP).	SY401322	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_235	19 Riverside Place, Stanwell (TW19 7LP).	SY635077	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_235	17 Riverside Place, Stanwell (TW19 7LP).	SY635076	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_244	30 and 30a Somerset Road, Bournemouth (BH7 6JH)	DT45095	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_242_2	30 and 30a Somerset Road, Bournemouth (BH7 6JH)	DT45095	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_243	30 and 30a Somerset Road, Bournemouth (BH7 6JH)	DT45095	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_60_2	24 St Anne's Road, Southampton (SO19 9FF)	HP179597	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_249_2	24 St Anne's Road, Southampton (SO19 9FF)	HP179597	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_250	24 St Anne's Road, Southampton (SO19 9FF)	HP179597	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_59_2	24 St Anne's Road, Southampton (SO19 9FF)	HP179597	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_260	Land on the east side of Tavistock Road.	SGL389138	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_266	17 Virginia Road, Bethnal Green, (E2 7NF)	LN90481	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_61_2	Almonry Court, Battle	ESX208979	RMB 102 Limited (Co. Regn.

E&J Unique Ref	Property description	Title number	Chargor
			No. 07511484)
Ashcorn_276	Almonry Court, Battle	ESX208979	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_77_2	40 St Helens Park Road, Hastings and adjoining land.	HT25743	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_6	5 to 8 and 13 to 25 Acre Lane, Droitwich (WR9 9BE)	WR123420	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_7	33 Albert Road, Worcester and garages (WR5 1EB)	HW82795	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_7	Land on the South West side of Albert Road.	HW65173	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_7	land having a width of One foot or thereabouts on the West Side of Albert Road	HW69938	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_8	69 Alexandra Road, Poole (BH14 9EL)	DT63352	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_10	46 Amherst Road, Bexhill- On-Sea (TN40 1QW)	SX136372	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_9	46 Amherst Road, Bexhill- On-Sea (TN40 1QW)	SX136372	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_12	Land at West Quay Road, Poole	DT332642	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_13	Land on the East side of Lumb Brook Road, Appleton Thorn.	CH387227	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_14	Ashley Court, 274 Ashley Road, Poole (BH14 9BZ).	DT342819	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_16	58 Atherley Road, Southampton (SO15 5DS).	HP670820	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_17	Land on the north side of 94 Hednesford Road, Heath Hayes, Cannock (WS12 3EA).	SF494533	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_17	Badgers Court, 92 Hednesford Road, Heath Hayes, Cannock Chase, Staffordshire (WS12 3EA).	SF249363	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_19	33 to 39 (odd) and 47 Belwell Lane, Four Oaks, Sutton Coldfield (B74 4AJ).	WM91410	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_21	Land and building on the north side of New Rowley Road, Dudley.	WM135216	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_22	Land and buildings adjoining Heaps Farm, Mottram Old Road, Stalybridge.	GM175496	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_24	24a Branksome Wood Road, Bournemouth (BH4 9JX).	DT61279	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_25	11 Salisbury Road, Farnborough (GU14 7AN).	HP616708	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_28	191-201 (odd numbers only) and 191A-201A (odd numbers only) Carlton Avenue, Westcliff-on-Sea (SS0	EX227937	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_28	175-189 (odd numbers only) and 175A - 189A (odd	EX1979	RMB 102 Limited (Co. Regn.

E&J Unique Ref	Property description	Title number	Chargor
	numbers only) Carlton Avenue, Westcliff-on-Sea (SS0 0QH).		No. 07511484)
RMB_32	Land on the Western side of Clare Road, Sutton In Ashfield.	NT439803	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_33	57 Stour Road, Christchurch, Dorset (BH23 1LN).	DT115557	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_109	Land adjoining Eastbury Lodge, 48 Surrey Road, Bournemouth.	DT209302	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_109	Eastbury Lodge, 48 Surrey Road, Westbourne, Bournemouth (BH4 9HT).	DT103376	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_34	5a Wimborne Road, Bournemouth (BH2 6LX)	DT319326	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_36	9-12, 14-18, 28-50 Dennington Court, Dudley and parking spaces (DY1 2RW).	WM956926	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_40	Fern Bank Farm, Stockport Road, Hyde.	GM789171	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_41	Land lying to the South of Field View Close, Exhall, Nuneaton.	WK19470	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_41	Field View Close, Exhall, Nuneaton.	WK244045	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_42	Fitzhardinge House, Tailors Court, Bristol (BS1 2EY).	BL29854	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_43	101 and 102 Palace Road, Bromley (BR1 3JX).	SGL693409	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_44	Glencathara House, 14-16 Glencathara Road, Bognar Regis, (PO21 2SF).	WSX22380	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_46	6 Glen Road, Bournemouth (BH5 1HR).	DT55924	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_47	Golate Court, Elgin House, St Mary Street, Cardiff	WA125851	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_48	Land on the South Side of Osborne Road, Hyde	GM771148	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_49	Land on the South Side of Osborne Road, Hyde	GM771148	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_54	1 Fore Hamlet, 2, 4 and 6 Back Hamlet, Ipswich.	SK232184	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_56	Haswell Lodge, 8 Woodland Avenue, Boscombe, Bournemouth (BH5 2DJ)	DT61431	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_58	127/129 High Street, Poole BH15 1AN	DT36372	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_59	Land at Hope Street and Water Street, Old Glossop.	DY277213	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_60	Hob Hill Farm, Hague Street, Glossop (SK13 8LW)	DY279389	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
RMB_63	Lanchester Gardens, Shrewsbury Road, Worksop.	NT408484	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_64	3 Laton Road, Hastings (TN34 2ET)	HT2279	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_66	46 Magdalen Road, St. Leonards-On-Sea (TN37 6EU)	HT2221	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_67	16 Percy Road, Bournemouth (BH5 1JF)	DT50653	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_68	45 Sea View Road, Parkstone, Poole (BH12 3LP)	DT282340	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_69	Land at Metchley Drive, Harborne, Birmingham.	WM848476	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_70	2 Walnut Tree Close, Guildford (GU1 4UW)	SY147179	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_71	Molvic Court, 2a Beckenham Road, Beckenham (BR3 4UE)	SGL648553	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_72	66 Mount Pleasant, Liverpool (L3 5SD)	MS560508	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_74	20-22 Newington Green, London (N16 9PU).	NGL835965	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_76	Land at Wolseley Road, Rugeley.	SF504954	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_81	Land at Oxford Street, Southampton (SO14 3BW).	HP640893	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_82	198-202 Bath Road, Worcester (WRS 3EQ).	WR87453	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_83	18 and 20 Church Road, Bournemouth (BH6 4AT).	DT340521	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_84	29 Pelham Road, London (SW19 1SU).	SGL255947	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_87	Pool Meadow House, Pool Meadow Close, Solihull (B91 3HS).	WM389865	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_88	70 and 72 Portsmouth Road, Southampton (SO19 9AN).	HP441023	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_18	4 St Peters Road, Poole (BH14 0PA).	DT367659	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_92	66 to 74 (even), Dock Road, Tilbury (RM18 7BX).	EX716574	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_95	Land at London Road, Kings Worthy, Winchester.	HP663154	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_97	38 Sandecotes Road, Poole (BH14 8PA).	DT47997	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_99	Sealock Warehouse, Burt Street, Cardiff (CF10 5FZ).	WA125101	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
RMB_100	Land at the rear of 27 – 29 Radcliffe New Road, Radcliffe.	GM968026	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_101	4 Snowdon Road, Westbourne, Bournemouth (BH4 9HL).	HP24209	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_103	Beechwood House, 1a South Road, Southampton (SO17 2JA).	HP498657	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_106	Land and buildings on the north-west side of Tackleway and the north-east side of Crown Lane.	ESX19834	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_106	39 All Saints Street, Hastings.	HT6889	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_106	Land on the south east side of All Saints Street, Hastings.	HT20984	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_108	The Selbourne Inn, 61 Selbourne Road, Dudley (DY2 8LB).	SF49937	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_109	Land adjoining Eastbury Lodge, 48 Surrey Road, Bournemouth	DT209302	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_112	Land on the south side of Avon Close, Bournemouth (BH8 8SB)	DT357679	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_111	Land on the south side of Avon Close, Bournemouth (BH8 8SB)	DT357679	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_119	Land on the north side of Church Street, Tintwistle, Glossop	DY278897	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_122	27 Tower Road, St. Leonards-On-Sea (TN37 6JE)	HT13546	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_124	Vespasian Court, Vespasian Road, Southampton (SO18 1AZ)	HP145848	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_126	Victory Court, 18 Lowther Road, Bournemouth (BH8 8NG)	DT80666	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_125	Victory Court, 18 Lowther Road, Bournemouth (BH8 8NG)	DT80666	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_127	Vines Mews, Vine Lane, Droitwich	WR58905	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_129	115-129 (odd) Wansunt Road, Bexley (DA5 2DN)	SGL38884	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_130	1 to 9 (inclusive) Werneth Rise, Higham Lane, Hyde (SK14 5ND)	GM380951	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_132	3 West View, Seaford (BN25 1JR)	ESX60079	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_133a	128 Alscot Road, London (SE1 5SX)	224561	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_133b	128 Alscot Road, London (SE1 5SX)	224561	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_134	36-38 Wilton Road, Bexhill- On-Sea (TN40 1HX)	SX141293	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
RMB_140a	18 Bohemia Road, St. Leonards-On-Sea (TN37 6RB)	ESX111344	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_140	18 Bohemia Road, St. Leonards-On-Sea (TN37 6RB)	ESX111344	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_141	Land and buildings on the South side of Greenside Lane, Droylsden	GM259345	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_142	5 and 5a Ebery Grove, Portsmouth (PO3 6HG)	PM3890	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_47	Golate Court, Elgin House, St Mary Street, Cardiff.	WA125851	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_144	28 Goldsmith Avenue, Southsea (PO4 8QT).	HP369937	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_145	28 Goldsmith Avenue, Southsea (PO4 8QT).	HP369937	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_148	Orchard House, Royal Hampshire County Hospital, Sparkford Road, Winchester (SO22 4NW).	HP678943	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_149	Land and buildings on the north-east side of Hill Street, Hyde.	GM145981	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_149	Land lying to the south east of Hill Street, Hyde.	GM600057	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_149	Land lying to the north east of Hill Street, Hyde.	GM528502	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_149	Land lying to the North East of Hill Street, Hyde.	GM547328	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_149	1 Hill Street and 1 Nether Street, Gee Cross.	GM617806	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_150	Land on the East side of Raglan Street, Barbourne, Worcester.	HW68789	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_150a	Land on the East side of Raglan Street, Barbourne, Worcester.	HW68789	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_150	7B, 7C, 9A, 9B and 9C Raglan Court, Raglan Street, Barbourne, Worcester.	HW67534	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_151	9 Stafford Road, Southsea (PO5 2AD).	HP400681	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_152	1 and 3 St Andrews Avenue, Droylsden.	GM403250	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_153	39 Stride Avenue, Portsmouth (PO3 6HN).	HP371533	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_156	Carlton Grange, 28 Braidley Road, Bournemouth (BH2 6JX)	DT126636	RMB 102 Limited (Co. Regn. No. 07511484)
RMB_157	Carlton Grange, 28 Braidley Road, Bournemouth (BH2 6JX)	DT126636	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_19_2	Land at Old Place, Boston Road, Sleaford	LL300197	RMB 102 Limited (Co. Regn. No. 07511484)

E&J Unique Ref	Property description	Title number	Chargor
Aldingbourne_20_2	Land at Orchard Close, Sleaford	LL300199	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_24	10 Cranemore, Werrington, Peterborough PE4 5AJ	CB53288	RMB 102 Limited (Co. Regn. No. 07511484)
Aldingbourne_24	11 Cranemore, Werrington and parking Space PE4 5AJ	CB53287	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_6_2	1 Aston Close, Abingdon	ON178862	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_62_2a	8 Acland Road, Charminster, Bournemouth BH9 1JJ	DT104181	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_62_2b	8 Acland Road, Charminster, Bournemouth BH9 1JJ	DT104181	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_65_2c	61-63 Adelaide Road, Southampton SO17 2HU	HP492659	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_66_2	61-63 Adelaide Road, Southampton SO17 2HU	HP492659	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_82_2	Carnarvon Flats, St Pirans Road, Newquay, TR7 2JY	CL40698	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_100_2	24 to 30A (even numbers) Dean Point, White Lund Road, Morecambe	LA750443	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_104_2	Land on the east side of Weston Lane, Southampton	HP172628	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_106_2	120, 120A, 120B and 120C Eldon Street and 54, 54A, 54B and 54C Greenbank Street and Garages 1 to 10 and garage spaces 11, 12 and 13.	LA392776	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_168_2	25 Jubilee Road	BL16718	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_177_2	31 Manor Road South, Woolston	HP277226	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_185_2	71 The Bourne, Hastings TN34 3BD	ESX122042	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_204_2	6 North Walls	HP358843	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_209_2	44 and 45 Palace Grove	SGL580074	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_216_2	Pipers Court, 8 South Bank, Surbiton KT6 6DB	SGL270537	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_241_2	10, 10a, 12 and 12a Sholing Road, Southampton	HP204927	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_245_2	1 to 20 Sonia Court, Sonia Gardens, Heston	MX356751	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_246_2	1 to 20 Sonia Court, Sonia Gardens, Heston	MX356751	RMB 102 Limited (Co. Regn. No. 07511484)
Ashcorn_248_2	70 and 70A Stanfield Road, Winton, Bournemouth.	DT94150	RMB 102 Limited (Co. Regn.

E&J Unique Ref	Property description	Title number	Chargor
			No. 07511484)
Ashcorn_263_2	The Grange, Grange Road, Southampton SO16 6UW	HP376814	RMB 102 Limited (Co. Regn. No. 07511484)

CHARGED ON SUPPLEMENTAL DEBENTURE 1				
E&J Unique Ref	Property description	Title number	Charger	
10005	1, 2, 9, 16, 20, 23, 24 and 26 Maisemore Fields, Widnes (WA8 9AY) and 3, 21, 24, 26, 31, 33, 37, 39 and 41 Tickford Bank, Widnes (WA8 9AZ).	CH635591	RMB 102 Limited (Co. Regn. No. 07511484)	
10713	1 to 12 (inclusive), 14 to 20 (even), 22 to 30 (inclusive), 33 to 35 (inclusive), 37 to 40 (inclusive), 42 to 46 (inclusive), 48, 53, 57 to 91 (odd) Cedar Gardens, Newton-Le-Willows (WA12 8AD), 19 Laurel Avenue, Newton-le-Willows (WA12 8HY) and 21 and 23 Laurel Avenue, Newton-le-Willows (WAS12 8JA).	MS618858	RMB 102 Limited (Co. Regn. No. 07511484)	
10738	Flats 1 to 18, Bronte Court, Seaton Road, Mitcham, Flats 1 to 16 Carroll Court, Seaton Road, Mitcham, 1 to 3 Camwall Close, Mitcham, 1 and 3 Hay Drive, Mitcham and 1D Seaton Road, Mitcham.	SGL755133	RMB 102 Limited (Co. Regn. No. 07511484)	
10750	The Aura Building, 1 to 16 Northrop Road, Trumpington, Cambridge (CB2 9DD) and 4 to 15 Seekings Close, Trumpington, Cambridge (CB2 9DJ).		RMB 102 Limited (Co. Regn. No. 07511484)	
10751	The Aura Building, 1 to 16 Northrop Road, Trumpington, Cambridge (CB2 9DD) and 4 to 15 Seekings Close, Trumpington, Cambridge (CB2 9DJ).		RMB 102 Limited (Co. Regn. No. 07511484)	
10773	3-21, 25-39 (odd Nos) Casterton Avenue, Burnley (BB10 2PW), 1-11 (odd nos), 4-22 (even nos), 15, 17, 25-37 (odd nos), 54-64 (even nos) Millbank Crescent, Burnley (BB10 2BF) and 3-11 (odd nos) 15-21 (odd nos), 3A, 5A and 7A Ribble Avenue, Burnley (BB10 2QF).		RMB 102 Limited (Co. Regn. No. 07511484)	
10773	18-22 (even nos) Millbank Crescent, Burnley (BB10 2BF) and 21 Ribble Avenue, Burnley (BB1- 1QF).		RMB 102 Limited (Co. Regn. No. 07511484)	
10779	Land at Minnesota Drive, Great Sankey, Warrington.		RMB 102 Limited (Co. Regn. No. 07511484)	
10796	Land on the north west side of Brook Street, Liverpool.	MS472908	RMB 102 Limited (Co. Regn. No. 07511484)	
10796	Land on the north side of Brook Street, Liverpool.	MS500080	RMB 102 Limited (Co. Regn. No. 07511484)	

				07511484)
10796	Land lying to the east of King Edward Street, Liverpool.	MS592500		RMB 102 Limited (Co. Regn. No. 07511484)
Leasehold Properties				
10049	Kirkley Lodge, Park Avenue, Gosforth (NE3 2NS).	TY479525		RMB 102 Limited (Co. Regn. No. 07511484)
10049b	Kirkley Lodge, Park Avenue, Gosforth (NE3 2NS).	TY479525		RMB 102 Limited (Co. Regn. No. 07511484)
10054	Flats 1-28, Keble Court, 1- Hayling Way, Edgware (HA8 8BN).	AGL323792		RMB 102 Limited (Co. Regn. No. 07511484)
10054	Flats 2, 4, 5, 6, 7, 9, 10, 11, 13, 14 and 15 Hilda's Court, 8 Hayling Way, Edgware (HA8 8BN).	AGL323788		RMB 102 Limited (Co. Regn. No. 07511484)
10762	Flats 1-8, Monfort Court, 199 Green Lane, Edgware (HA * 8BL).	AGL333648		RMB 102 Limited (Co. Regn. No. 07511484)
10762	Flats 2, 4, 5, 6, 7, 9, 10, 11, 13 and 15 Metropolitan Court, 6 Hayling Way, Edgware (HA8 8BN).	AGL33748		RMB 102 Limited (Co. Regn. No. 07511484)
10796	West Tower, Brook Street, Liverpool.	MS554510		RMB 102 Limited (Co. Regn. No. 07511484)
10796a	Land lying to the east of King Edward Street, Liverpool.	MS592551		RMB 102 Limited (Co. Regn. No. 07511484)
10796b	Land lying to the east of King Edward Street, Liverpool.	MS592551		RMB 102 Limited (Co. Regn. No. 07511484)

CHARGED ON SECOND SUPPLEMENTAL DEBENTURE				
E&J Unique Ref	Property description	Title number	Chargor	
10004	Willetts Lodge, Porters Lodge and Griffiths Lodge, Clock Tower View, Stourbridge (DY8 5TA).	MM52393	RMB 102 Limited (Co. Regn. No. 07511484)	
10004a	Willetts Lodge, Porters Lodge and Griffiths Lodge, Clock Tower View, Stourbridge (DY8 5TA).	MM52393	RMB 102 Limited (Co. Regn. No. 07511484)	
10020	Land on the east side of Grammar School Street, Bradford	WKY602615	RMB 102 Limited (Co. Regn. No. 07511484)	
Leasehold Properties				
10062	Land on the North of Arundel Gate, Sheffield	SYK519877	RMB 102 Limited (Co. Regn. No. 07511484)	
10063a	Land on the North of Arundel Gate, Sheffield	SYK519877	RMB 102 Limited (Co. Regn. No. 07511484)	
10764	115-135 (odd) Kings Frive, Edgeware (HA8 8EG) (odd) and 1-9 (odd) Barwell Close, Edgeware (HA8 8EZ)	AGL333900	RMB 102 Limited (Co. Regn. No. 07511484)	
CHARGED ON THIRD SUPPLEMENTAL DEBENTURE				
E&J Unique Ref	Property description	Title number	Chargor	
10014	15 and, 15A St Georges Place, Bath (BA1 3AA)	AV247986	RMB 102 Limited (Co. Regn. No. 07511484)	
10015	15 and, 15A St Georges Place, Bath (BA1 3AA)	AV247986	RMB 102 Limited (Co. Regn. No. 07511484)	

10011	Land and buildings at Salisbury Road, Southall	AGL356985	RMB 102 Limited (Co. Regn. No. 07511484)
10755	Bayheath House, 20 Market Street, Wakefield (WF1 1DH)	WYK375983	RMB 102 Limited (Co. Regn. No. 07511484)
10040	31-83 (odd), Dunlin Drive, St Marys Island, Chatham (ME4 3JA)	TT28549	RMB 102 Limited (Co. Regn. No. 07511484)
10081	7-9 Morocco Street, London and 4-10 Lamb Walk, London	TGL378682	RMB 102 Limited (Co. Regn. No. 07511484)
10767	1-44, Downey House, 13 Ashflower Drive, Romford (RM3 0JW) and 1-9 Periwinkle Court, 57 St Clements Avenue, Romford (RM3 0JJ)	BGL118588	RMB 102 Limited (Co. Regn. No. 07511484)
10768	1-44, Downey House, 13 Ashflower Drive, Romford (RM3 0JW) and 1-9 Periwinkle Court, 57 St Clements Avenue, Romford (RM3 0JJ)	BGL118588	RMB 102 Limited (Co. Regn. No. 07511484)
10772	24 to 40 (even) Millbank Crescent, Burnley (BB10 2BF)	LAN173705	RMB 102 Limited (Co. Regn. No. 07511484)
10772	Land at Millbank Crescent, Burnley	LAN173673	RMB 102 Limited (Co. Regn. No. 07511484)
Leasehold Properties			
10023	Avro House, 34 Navigation Street (M4 6EJ), Burgess House, 9 New Union Street (M4 6BW)	MAN251953	RMB 102 Limited (Co. Regn. No. 07511484)
10024	Avro House, 34 Navigation Street (M4 6EJ), Burgess House, 9 New Union Street (M4 6BW)	MAN251953	RMB 102 Limited (Co. Regn. No. 07511484)
10765	5 and 11 Barnwell Close, 2 to 18 (even) and 19 to 27 (inclusive) and 29 to 33 (odd) Camborne Road and 135 Kings Drive and 9 Skye Lane, Edgware	AGL354596	RMB 102 Limited (Co. Regn. No. 07511484)
10010	Apartments 407, 505, 507, 605, 607 and 707 Westgate House, Ealing Road, Brentford (TW8 0GN)	AGL357002	RMB 102 Limited (Co. Regn. No. 07511484)

10010	Apartments 101-111 (inc), 201-211 (inc), 301-311 (inc), 401-406 (inc), 408-411 (inc), 501-504 (inc), 506, 508-511 (inc), 601-604 (inc), 606, 608-611 (inc), 701-706 (inc), 708-711 (inc), 801-803 (inc) and 901-903 (inc)	AGL349887	RMB 102 Limited (Co. Regn. No. 07511484)
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CHARGED ON FOURTH SUPPLEMENTAL DEBENTURE				
E&J Unique Ref	Property description	Title number	Chargor	
10797	Wharnccliffe House, 44 Bank Street, Sheffield (S1 2DS).	SYK304467	RMB 102 Limited (Co. Regn. No. 07511484)	
10013	17-21 Eyre Lane, Sheffield.	SYK229026	RMB 102 Limited (Co. Regn. No. 07511484)	
10001	45 St Michaels Lane, Leeds (LS6 3BR)	WYK304778	RMB 102 Limited (Co. Regn. No. 07511484)	
10001a	45 St Michaels Lane, Leeds (LS6 3BR)	WYK304778	RMB 102 Limited (Co. Regn. No. 07511484)	
10001b	45 St Michaels Lane, Leeds (LS6 3BR)	WYK304778	RMB 102 Limited (Co. Regn. No. 07511484)	
Leasehold Properties				
10763	1-19 Ruskin Parade, Edgware (HA8 8BT).	AGL364256	RMB 102 Limited (Co. Regn. No. 07511484)	
10013	Land at Cooper Buildings, Arundel Street, Sheffield.	SYK613505	RMB 102 Limited (Co. Regn. No. 07511484)	

CHARGED ON FIFTH SUPPLEMENTAL DEBENTURE				
E&J Unique Ref	Property description	Title number	Chargor	
10709	Graceville Court and Verden Court, Rose Creek Gardens, Great Sankey, Warrington	CH650391	RMB 102 Limited (Co. Regn. No. 07511484)	
10018	Land and buildings lying to the east of New Pale Road, Kingswood, Warrington	CH553037	RMB 102 Limited (Co. Regn. No. 07511484)	
10721	150 Field End Road, Pinner (HA5 1RJ)	MX392775	RMB 102 Limited (Co. Regn. No. 07511484)	
Leasehold Properties				
10702	Various properties at Greenshank House, Meadowlark House and Dunnock House, Moorhen Drive, London	AGL378196	RMB 102 Limited (Co. Regn. No. 07511484)	
E&J_5_78	Apartments 1 to 76 (inclusive), 121 Upper Richmond Road, London (SW15 2DU)	TGL446092	RMB 102 Limited (Co. Regn. No. 07511484)	

CHARGED ON SIXTH SUPPLEMENTAL DEBENTURE				
E&J Unique Ref	Property description	Title number	Chargor	
EJ00051	32-48 (even) Harris Place, Exeter (EX1 3UZ) and 57-63 (odd) Old Park Avenue, Exeter (EX1 3WD)	DN660039	RMB 102 Limited	
EJ00055	102-164 (even), Horseshoe Crescent, Birmingham (B43 7BL).	MM60742	RMB 102 Limited	
EJ00056	1-7, Mulberry House, Featherbed Lane, Hemel Hempstead (HP3 9DJ)	HD548127	RMB 102 Limited	
EJ00057	18, 20, 22 And, 24 Onyx Crescent, Leicester (LE4 9AF)	LT474799	RMB 102 Limited	
EJ00058	Marnaville Court, Mirfield (WF14 9TS)	YY58558	RMB 102 Limited	
EJ00059	7-13 (odd) Fairway, Costessey, Norwich (NR8 5EU), 1-4, 9,11, 16-32 (even) 23-33, 35-39 (odd) 44, 46, 71-75 & 77-87 (odd) Bahram Road, Costessey, Norwich (NR8 5EX) and 2-12 (even) Sir Alfred Munnings Road, Costessey, Norwich (NR8 5EE)	NK452434	RMB 102 Limited	
EJ00059a	7-13 (odd) Fairway, Costessey, Norwich (NR8 5EU), 1-4, 9,11, 16-32 (even) 23-33, 35-39 (odd) 44, 46, 71-75 & 77-87 (odd) Bahram Road, Costessey, Norwich (NR8 5EX) and 2-12 (even) Sir Alfred Munnings Road, Costessey, Norwich (NR8 5EE)	NK452434	RMB 102 Limited	
EJ00060	25-41(odd), Lancaster Gate, Upper Cambourne, Cambridge (CB23 6AU)	CB407342	RMB 102 Limited	
EJ00061	1-12, Greenview House, 1 Westwood, Gravesend (DA11 7AA)	TT42537	RMB 102 Limited	
EJ00062	Norwich (NR5 8QS)	NK452413	RMB 102 Limited	
EJ00064	2-12 (Even), Acorn Way, Red Lodge, Bury St Edmunds (IP28 8FY) and 1-6 Conifer House, 1 Hundred Acre Way, Red Lodge, Bury St Edmunds (IP28 8FQ)	SK363685	RMB 102 Limited	
EJ00063	2-12 (Even), Acorn Way, Red Lodge, Bury St Edmunds (IP28 8FY) and 1-6 Conifer House, 1 Hundred Acre Way, Red Lodge, Bury St Edmunds (IP28 8FQ)	SK363685	RMB 102 Limited	

EJ00065	36-58, 78-88 & 100-110 (even) 45-55, 67-79 (odd), Phoenix Way, Stowmarket (IP14 5GF)	SK368821	RMB 102 Limited
EJ00066	32-54 (even), Ethelreda Drive, Thetford (IP24 2UB)	NK452411	RMB 102 Limited
EJ00067	1-7, Maple Tree House, Laurel Road, Minster On Sea, Sheerness (ME12 3TW), 1-6 Oak Tree House, 1-6 Sallow House, and 14 Thistle Hill Way, Minster On Sea, Sheerness (ME12 3TX) and 1 Myrtle Road, Minster On Sea, Sheerness (ME12 3TY)	TT42573	RMB 102 Limited
EJ00068	1-7, Maple Tree House, Laurel Road, Minster On Sea, Sheerness (ME12 3TW), 1-6 Oak Tree House, 1-6 Sallow House, and 14 Thistle Hill Way, Minster On Sea, Sheerness (ME12 3TX) and 1 Myrtle Road, Minster On Sea, Sheerness (ME12 3TY)	TT42573	RMB 102 Limited
EJ00069	1-7, Maple Tree House, Laurel Road, Minster On Sea, Sheerness (ME12 3TW), 1-6 Oak Tree House, 1-6 Sallow House, and 14 Thistle Hill Way, Minster On Sea, Sheerness (ME12 3TX) and 1 Myrtle Road, Minster On Sea, Sheerness (ME12 3TY)	TT42573	RMB 102 Limited
EJ00070	28-42 (even) And 43-57 (odd), Abbey Road, Wymondham (NR18 9BY)	NK452412	RMB 102 Limited
EJ00071	28-42 (even) And 43-57 (odd), Abbey Road, Wymondham (NR18 9BY)	NK452412	RMB 102 Limited
EJ00073	1 to 12 (inclusive) Currane Road and 98 and 100 Tuttle Hill, Nuneaton	WK478970	RMB 102 Limited
EJ00075	Land and buildings at Eden Walk, Bingham, Nottingham	NT519788	RMB 102 Limited
EJ00077	130-132 Bute Street, Cardiff (CF10 5LE)	WA233217	RMB 102 Limited
EJ00078	8-13 (inc), Martin Drive, Stone, Dartford (DA2 6BF)	K755460	RMB 102 Limited
EJ00078a	8-13 (inc), Martin Drive, Stone, Dartford (DA2 6BF)	K755460	RMB 102 Limited
EJ00078	Land at Martin Drive, Dartford	TT47975	RMB 102 Limited
EJ00089	Land on the south west side of Park Prewett Road, Basingstoke (Block O)	HP697383	RMB 102 Limited
EJ00090	Land on the west side of Park Prewett Road, Basingstoke (Block P)	HP697386	RMB 102 Limited
EJ00091	Plots 1-9, Hines Court, Basingstoke (RG24 9FW)	HP697385	RMB 102 Limited

EJ00102	Annette Road Centre of City and Islington College, Annette Road, London	122715	RMB 102 Limited
EJ00102a	Annette Road Centre of City and Islington College, Annette Road, London	122715	RMB 102 Limited
EJ00103	Chaplin House, 55 Shepperton Road and De Beauvoir House, 61 Shepperton Road, London (N1 3DH)	NGL746954	RMB 102 Limited
EJ00103a	Chaplin House, 55 Shepperton Road and De Beauvoir House, 61 Shepperton Road, London (N1 3DH)	NGL746954	RMB 102 Limited
EJ00106	Pembroke Court, St Leonards Road, Bradford (BD8 9QS)	WYK841990	RMB 102 Limited
EJ00107	Holly Dene, Peatwood Avenue, Kirkby (L32 7PR)	MS560066	RMB 102 Limited
EJ00121	40 and 42 Westley Grove, Fareham (PO14 1HW)	HP140094	RMB 102 Limited
EJ00126	Charter House, 426 Avebury Boulevard, Milton Keynes (MK9 2HS)	BM97563	RMB 102 Limited
EJ00145	Plots 1 to 14, 16, 17, 19, 20 and 27-34, Waters Edge, Lake 10 Cotswold Water Park, Cerney Wick, Cirencester.	GR400896	RMB 102 Limited
EJ00151	1 to 8 (inclusive) Palm Court, Green Lane, Hadfield, Glossop (SK13 2DB).	DY341408	RMB 102 Limited
EJ00152	Holly Lodge, 218 Windsor Lane, Burnham, Slough (SL1 7HN).	BM154145	RMB 102 Limited
EJ00153	16 to 21 Blue Lake Gardens, Great Sankey, Warrington (WA5 3TQ).	CH640644	RMB 102 Limited
EJ00156	25 Maisemore Fields, Widnes (WA8 9AY).	CH639906	RMB 102 Limited
EJ00194	Boswell Court, Charcot Road, London (NW9 5WU)	AGL374613	RMB 102 Limited
EJ00194a	Boswell Court, Charcot Road, London (NW9 5WU)	AGL374613	RMB 102 Limited
EJ00199	1 Chester Road, Holmes Chapel, Crewe (CW4 7BH).	CH544312	RMB 102 Limited
EJ00203	Flats 1-23 Haven House, 57 Addington Road, South Croydon (CR2 8RD).	SGL767244	RMB 102 Limited

EJ00204	1-18 (inclusive) Borrowdale Court, 5 Clifford Drive, 1-12 (inclusive), 14 and 15 Litton Court, 2 Jackson Walk and 1-6 (inclusive) Woodale House, 2 Clifford Drive, Menston, Ilkley.	YY62900	RMB 102 Limited
EJ00205	1-18 (inclusive) Borrowdale Court, 5 Clifford Drive, 1-12 (inclusive), 14 and 15 Litton Court, 2 Jackson Walk and 1-6 (inclusive) Woodale House, 2 Clifford Drive, Menston, Ilkley.	YY62900	RMB 102 Limited
EJ00206	1-18 (inclusive) Borrowdale Court, 5 Clifford Drive, 1-12 (inclusive), 14 and 15 Litton Court, 2 Jackson Walk and 1-6 (inclusive) Woodale House, 2 Clifford Drive, Menston, Ilkley.	YY62900	RMB 102 Limited
EJ00207	Flats 1-8 92 and Flats 1-8 94 Rowditch Furlong, Redhouse Park, Milton Keynes (MK14 5FU).	BM403365	RMB 102 Limited
EJ00212	2-50 (even), Kiln View, Stoke-on-Trent (ST1 3GA).	SF613700	RMB 102 Limited
EJ00213	7 Hopton Road, London (SW16 2EH).	261813	RMB 102 Limited
EJ00216	122-129 East Reach, Taunton (TA1 3HL).	ST241810	RMB 102 Limited
EJ00216a	122-129 East Reach, Taunton (TA1 3HL).	ST241810	RMB 102 Limited
EJ00220	Bridge House, 1 Farnsby Street, Swindon (SN1 5AP).	WT28779	RMB 102 Limited
EJ00222	35-39 (odd) & 43-145 (odd), Crooked Bridge Court, St Georges Parkway, Stafford (ST16 3WT) and 40-56 (even) Parkway House, St Georges Parkway, Stafford (ST16 3WF).	SF615382	RMB 102 Limited
EJ00223	35-39 (odd) & 43-145 (odd), Crooked Bridge Court, St Georges Parkway, Stafford (ST16 3WT) and 40-56 (even) Parkway House, St Georges Parkway, Stafford (ST16 3WF).	SF615382	RMB 102 Limited
EJ00224	1-21 (odd), Pacey Way, Grantham (NG31 7WS) and 24-28 Wilks Road, Grantham, Lincolnshire (NG31 7WJ).	LL365116	RMB 102 Limited
EJ00226	12-28 (even), Sorbus Avenue, Hadley, Telford (TF1 5TL).	SL239069	RMB 102 Limited

EJ00227	18-34 (even), Primula Grove, Kirkby in Ashfield, Nottingham (NG17 8SD).	NT522034	RMB 102 Limited
EJ00228	The Ferns, Fernbeck Close, Farnworth, Bolton (BL4 8BR).	MAN263521	RMB 102 Limited
EJ00232	Romney Court, 25 Romney Place, Maidstone (ME15 6LG)	K138492	RMB 102 Limited
EJ00242	Flats 1-10 (inclusive), 43 Clarence Avenue, Ilford (IG2 6FA)	BGL120005	RMB 102 Limited
EJ00243	Hitherwood Court, Charcot Road, London (NW9 5BG)	AGL364226	RMB 102 Limited
Leasehold Properties			
EJ00095	Clifton House, Thornaby Place, Thornaby, Stockton-On-Tees (TS17 6SD)	CE228372	RMB 102 Limited
EJ00140	4, 6 to 60 inclusive, 62 to 65 inclusive, 68 to 72 inclusive Hawfinch House, 1 Moorhen Drive London NW9 7BF, and 76, 78, 81, 82, 84, 85, 87, 88, 94, 98, 117, 118, 123, 124, 126, 135 and 138 Hawfinch House, 1 Moorhen Drive, London NW9 7BX	AGL382915	RMB 102 Limited
EJ00198	21 West, Skypark Road, Bristol (BS3 3NA)	BL116148	RMB 102 Limited
EJ00198a	21 West, Skypark Road, Bristol (BS3 3NA)	BL116148	RMB 102 Limited
Rentcharge Property			
EJ00078	The several perpetual yearlyrentcharges charged upon andissuing out of the several parts ofthe freehold land shown edgedwith red on the plan of the Titlefiled at the registry.	TT28545	RMB 102 Limited

CHARGED ON SEVENTH SUPPLEMENTAL DEBENTURE				
E&J Unique Ref	Property description	Title number	Chargor	
10017	St Winefride's, Conway Road, Canton, Cardiff (CF11 9YP)	CYM395069	RMB 102 Limited (Co. Regn. No. 07511484)	
10086	Point North, Waterfront West, Dudley Road, Brierley Hill (DY5 1LU)	MM35456	RMB 102 Limited (Co. Regn. No. 07511484)	
10085	101-105 Waldegrave Road, Teddington (TW11 8NA)	TGL191341	RMB 102 Limited (Co. Regn. No. 07511484)	
Leasehold Properties				
10086	Point North, Waterfront West, Dudley oad, Brierley Hill (DY5 1LU)	MM35455	RMB 102 Limited (Co. Regn. No. 07511484)	
10753	Apartments 77 To 113 (inclusive), 121 Upper Richmond Road, London (SW 15 2DW)	AGL383721	RMB 102 Limited (Co. Regn. No. 07511484)	
10050	1-18, 18A, 18B, 18C, 19-39 Grafham Court, 2 Brannigan Way, Edgware, HA8 8GD and 1-22, 22A, 22B, 22C, 22D, 23-48 Welford Court, 1 Lacey Drive, Edgware, HA8 8GA	AGL383721	RMB 102 Limited (Co. Regn. No. 07511484)	
10050	Flats 1 To 24, Colliford Court, 26 Farnsworth Drive, Edgware (HA8 8FS)	AGL393834	RMB 102 Limited (Co. Regn. No. 07511484)	

CHARGED ON EIGHTH SUPPLEMENTAL DEBENTURE				
E&J Unique Ref	Property description	Title number	Chargor	
EJ00012	Gpu Power Uk Ltd, Blackpole Road, Worcester (WR4 9TB)	WR42509	RMB 102 Limited (Co. Reg. No. 07511484)	
EJ00186	Land at Reservoir Way, Ilford	BGL127492	RMB 102 Limited (Co. Reg. No. 07511484)	
EJ00124	Flats 1 to 3 (inclusive), Eliot Court, 1 Furlong Avenue, Mitcham, Flats 1 to 5 (inclusive), Byron Court, 2 Furlong Avenue, Mitcham, Flats 1 to 12 (inclusive) Austen Court, 5 Brickfield Road, Mitcham, Flats 1 and 2, Stevenson Court, Cotton Close, Mitcham, and 09 Cotton Close, Mitcham	SGL779904	RMB 102 Limited (Co. Reg. No. 07511484)	
EJ00108	Flat 1-9, 1 Hazelbourne Avenue, Borough Green, Sevenoaks (TN15 8FJ)	TT57589	RMB 102 Limited (Co. Reg. No. 07511484)	
EJ00196	Blocks D and E, Salter Road, Rotherhithe, London	TGL465319	RMB 102 Limited (Co. Reg. No. 07511484)	
EJ00293	Blocks D and E, Salter Road, Rotherhithe, London	TGL465319	RMB 102 Limited (Co. Reg. No. 07511484)	
10770	4, 6, 8 and 10 Ash Road, 4, 16 and 20 Beech Drive, 2, 3, 5, 15, 25a, 29a, 31 and 33 Hawthorn Drive, Thornton-Cleveleys	LAN179962	RMB 102 Limited (Co. Reg. No. 07511484)	
EJ00282	Farm Lane Trading Estate, 101 Farm Lane, London (SW6 1QJ)	BGL93524	RMB 102 Limited (Co. Reg. No. 07511484)	
EJ00295	45 Clarence Avenue, Ilford IG2 6FA	BGL128747	RMB 102 Limited (Co. Reg. No. 07511484)	
EJ00195	218 Green Lanes, London (N4 2HB) and Land adjoining 218 Green Lanes, London (N4 2HB)	LN154216 and AGL263894	RMB 102 Limited (Co. Reg. No. 07511484)	

EJ00296	Blocks A B and C, 47-49 Clarence Avenue, Ilford (IG2 6JH)	BGL130461	RMB 102 Limited (Co. Reg. No. 07511484)
EJ00315	420 Eastern Avenue and land adjoining 41 Clarence Avenue, Gants Hill, Ilford	EGL142378	RMB 102 Limited (Co. Reg. No. 07511484)
EJ00200	Flats 1-11 (inclusive) Furze Hill Court, Furze Hill, Kingswood, Tadworth (KT20 6EP) and land on the north-east side of Furze Hill, Kingswood, Tadworth (KT20 6EP)	SY138116 and SY798691	RMB 102 Limited (Co. Reg. No. 07511484)
EJ00289	135-159 (odd) Lewisham Road, 3-11 and 15-23 (odd) Turmeric Road and 1 Tamarind Drive, Liverpool	MS637267	RMB 102 Limited (Co. Reg. No. 07511484)
EJ00267	1-18 (inclusive) Baneberry Lodge, 21 Huntingdon Drive, Romford (RM3 0FU)	BGL127694	RMB 102 Limited (Co. Reg. No. 07511484)
EJ00313	5-41 (odd and excluding 13), Three Brooks Way, Oswaldtwistle (BB5 3QZ)	LAN185844	RMB 102 Limited (Co. Reg. No. 07511484)
EJ00318	2 to 8 (even), 9, 10 to 22 (even), 25 and 31 Rose Creek Gardens, 35 to 39 (odd) Oklahoma Boulevard and 1 and 2 Maysville Close, Great Sankey, Warrington	CH650386	RMB 102 Limited (Co. Regn. No. 07511484)
10710b	2 to 8 (even), 9, 10 to 22 (even), 25 and 31 Rose Creek Gardens, 35 to 39 (odd) Oklahoma Boulevard and 1 and 2 Maysville Close, Great Sankey, Warrington	CH650386	RMB 102 Limited (Co. Regn. No. 07511484)
EJ00316	Land on the east side of Whittle Avenue, Great Sankey, Warrington and 68 and 70 Jameston Avenue, Great Sankey, Warrington	CH640645 and CH650487	RMB 102 Limited (Co. Regn. No. 07511484)
10711a	Land on the east side of Whittle Avenue, Great Sankey, Warrington and 68 and 70 Jameston Avenue, Great Sankey, Warrington	CH640645 and CH650487	RMB 102 Limited (Co. Regn. No. 07511484)
10711b	Land on the east side of Whittle Avenue, Great Sankey, Warrington and 68 and 70 Jameston Avenue, Great Sankey, Warrington	CH640645 and CH650487	RMB 102 Limited (Co. Regn. No. 07511484)
10780a	Land on the east side of Whittle Avenue, Great Sankey, Warrington and 68 and 70 Jameston Avenue, Great Sankey, Warrington	CH640645 and CH650487	RMB 102 Limited (Co. Regn. No. 07511484)

EJ00317	2, 9, 32, 34 to 37 (inclusive) and 39 to 43 (inclusive) Blue Lake Gardens, Great Sankey, Warrington, 3 to 11 (odd), 14 to 17 (inclusive) and 20 to 24 (even) Maysville Close, Great Sankey, Warrington and 15,17 and 21 to 27 (odd) Laverne Drive, Great Sankey, Warrington and land on the east side of Whittle Avenue, Great Sankey, Warrington	CH655172 and CH640645	RMB 102 Limited (Co. Regn. No. 07511484)
10710a	2, 9, 32, 34 to 37 (inclusive) and 39 to 43 (inclusive) Blue Lake Gardens, Great Sankey, Warrington, 3 to 11 (odd), 14 to 17 (inclusive) and 20 to 24 (even) Maysville Close, Great Sankey, Warrington and 15,17 and 21 to 27 (odd) Laverne Drive, Great Sankey, Warrington and land on the east side of Whittle Avenue, Great Sankey, Warrington	CH655172 and CH640645	RMB 102 Limited (Co. Regn. No. 07511484)
10780b	2, 9, 32, 34 to 37 (inclusive) and 39 to 43 (inclusive) Blue Lake Gardens, Great Sankey, Warrington, 3 to 11 (odd), 14 to 17 (inclusive) and 20 to 24 (even) Maysville Close, Great Sankey, Warrington and 15,17 and 21 to 27 (odd) Laverne Drive, Great Sankey, Warrington and land on the east side of Whittle Avenue, Great Sankey, Warrington	CH655172 and CH640645	RMB 102 Limited (Co. Regn. No. 07511484)
Leasehold Properties			
EJ00147	Newport House, Thornaby Place, Thornaby, Stockton-On-Tees (TS17 6SE)	CE229278	RMB 102 Limited (Co. Reg. No. 07511484)
EJ00282	1, 19, 24, 25, 29, 31 and 32 Rainsborough Square, Flat A, Flat C, Flat D and Flat E, 117 Farm Lane, London	BGL118570	RMB 102 Limited (Co. Reg. No. 07511484)
EJ00140	Flats 1-3, 5, 61, 66, 67, 75, 77, 83, 86, 89-91, 93, 95, 96, 99, 100, 104, 105, 106, 111, 112, 119, 129, 130, 139-141 Hawfinch House, 1 Moorhen Drive, London (NW9 7BF)	AGL395331	RMB 102 Limited (Co. Reg. No. 07511484)
EJ00244	28 to 36 (even) and 59 to 65 (odd) Meadow Road, 1 to 11 and 15 to 23 (odd) and 2 to 24 (even)	AGL395331	RMB 102 Limited (Co. Reg. No. 07511484)
EJ00244	1 to 12 (inc), 14, 18 & 20 Cowslip Close, 2 to 12 (inc), 14 to 18 (even) Malloy Drive and 20 to 26 (even) Meadow Road, Salford	MAN268451	RMB 102 Limited (Co. Reg. No. 07511484)

CHARGED ON NINTH SUPPLEMENTAL DEBENTURE				
E&J Unique Ref	Property description	Title number	Chargor	
10082	Metropolitan House, 1 Hagley Road, Birmingham B16 8AA	WM770087	RMB 102 Limited (Co. Regn. No. 07511484)	
10083	Metropolitan House, 1 Hagley Road, Birmingham B16 8AA	WM770087	RMB 102 Limited (Co. Regn. No. 07511484)	
10726	Royal Sutton Place, King Edwards Square, Sutton Coldfield B73 6AD	MM82104	RMB 102 Limited (Co. Regn. No. 07511484)	
10782	Royal Sutton Place, King Edwards Square, Sutton Coldfield B73 6AD	MM82104	RMB 102 Limited (Co. Regn. No. 07511484)	

LEASEHOLD PROPERTIES		
Property description	Leasehold title number	Leasehold Chargor
Land and buildings on the North side of Altrincham Road, Sharston, Manchester.	MAN32061	RMB 102 Limited (Co. Regn. No. 07511484)
Land in Great Bridgewater Street, Manchester.	GM632889	RMB 102 Limited (Co. Regn. No. 07511484)
82 Great Bridgewater Street, Manchester.	GM423314	RMB 102 Limited (Co. Regn. No. 07511484)
Land and buildings on the north side of Whitworth Street West, Manchester.	GM574496	RMB 102 Limited (Co. Regn. No. 07511484)
Land on the south side of Blantyre Street, Manchester.	GM894540	RMB 102 Limited (Co. Regn. No. 07511484)
Land at Greenbrow Road, Wythenshawe, Manchester.	GM873864	RMB 102 Limited (Co. Regn. No. 07511484)
Land and buildings on the north east side of Fairy Lane, Cheetwood, Manchester	GM914392	RMB 102 Limited (Co. Regn. No. 07511484)
Land and buildings on the north side of Fairy Lane, Cheetwood, Manchester.	GM949696	RMB 102 Limited (Co. Regn. No. 07511484)
Land and buildings on the north side of Fairy Lane, Cheetwood, Manchester.	GM943576	RMB 102 Limited (Co. Regn. No. 07511484)
Land on the south west side of Fairy Lane, Cheetwood, Manchester.	GM936660	RMB 102 Limited (Co. Regn. No. 07511484)
Part of Brentford Park House, Clayponds Lane, Brentford (TW8 0GT).	AGL289866	RMB 102 Limited (Co. Regn. No. 07511484)
Christabel, 106 Dalton Street, Collyhurst, Manchester (M40 7EH).	MAN14872	RMB 102 Limited (Co. Regn. No. 07511484)
Emmeline, 17 Dalton Street, Manchester (M40 7EB).	MAN189551	RMB 102 Limited (Co. Regn. No. 07511484)
Burgoyne House, Ealing Road, Brentford. (TW8 0GB).	AGL290179	RMB 102 Limited (Co. Regn. No. 07511484).
6 to 10 (inc), 16 to 20 (inc), 26 to 30, 36 to 40 (inc), 46 to 50 (inc), 56 to 59 (inc), 64 to 67 (inc), and 71 to 73 (inc), Kennet House, 8 Enterprise Way, London (SW18 1GF).	TGL384704	RMB 102 Limited (Co. Regn. No. 07511484).
1 to 33 Avon House, 5 Enterprise Way, London (SW18 1GA).	TGL383156	RMB 102 Limited (Co. Regn. No. 07511484)
1 to 34 Severn House, 19 Enterprise Way, London (SW18 1GD).	TGL383154	RMB 102 Limited (Co. Regn. No. 07511484).
Land and Buildings on the North-East side of	NGL810410	RMB 102 Limited (Co. Regn. No. 07511484).

Graham Street, London.		
Apartments 1-6 (inclusive) 103 Great Clowes Street, Apartments 1-6 (inclusive) 115 Great Clowes Street, Apartments 1-6 (inclusive) 2 Oriel Gardens, Apartments 1-6 (inclusive) 1 Whitsun Avenue, 109, 111 and 113 Great Clowes Street, 5 and 7 Oriel Gardens, 8-14 (even) Oriel Gardens, 1-11 (odd) Sandringham Gardens 1-11 (odd) Hatton Gardens, 15-23 (odd) Hatton Gardens, 6-16 (even) Hatton Gardens, 30-34 (even) Hatton Gardens, 3 and 5 Whitsun Avenue, 12-18 (even) Whitsun Avenue, 11, 15, 17 and 19 Ascension Road, Salford.	MAN214381	RMB 102 Limited (Co. Regn. No. 07511484).
Part of Kingsholme, Richmond Park Road, Bournemouth (BH8 8TW)	DT361191	RMB 102 Limited (Co. Regn. No. 07511484)
Land and buildings on the south side of Campo Lane, Sheffield.	SYK482262	RMB 102 Limited (Co. Regn. No. 07511484)
Land on the South side of Campo Lane, Sheffield.	SYK482296	RMB 102 Limited (Co. Regn. No. 07511484)
2, 8, 12, 22, 62, 92, 1, 11, 47, 51, 57, 67 Pretoria Road.	AV228355	RMB 102 Limited (Co. Regn. No. 07511484)
Land at the rear of 31 Manor Road South, Woolston.	HP277227	RMB 102 Limited (Co. Regn. No. 07511484)
Land at former Greenwood Primary School Stafford Road, Eccles.	MAN170373	RMB 102 Limited (Co. Regn. No. 07511484)
Land and buildings lying to the East of All Saints Street, Hastings.	ESX24509	RMB 102 Limited (Co. Regn. No. 07511484)
Chips, New Islington & Land adjacent to the Ashton Canal, New Islington.	MAN189550	RMB 102 Limited (Co. Regn. No. 07511484)
Land and buildings at Crown and Manor Club, 1-12 Wiltshire Row, London (N1 5DH).	AGL227990	RMB 102 Limited (Co. Regn. No. 07511484)
1-80 Ash Street and site of Ash Street; 1-79 (odd) Fir Street and part of Fir Street; 1-80 Laburnum Street and site of Laburnum Street; 13-19 Jubilee Street; 14-20 (even) Wall Street and part of Wall Street (Salford)	MAN82332	RMB 102 Limited (Co. Regn. No. 07511484)
5-12 Field Street and part of Field Street; 6-12 (even) Wall Street and part of Wall Street; 5-11 (odd) Jubilee Street; 30-72 (even) Ash Street; 1-71 Reservoir Street; 1-69 (odd) Alder Street and part of Alder Street; 2-72 (even) Ash Street (Salford)	MAN223550	RMB 102 Limited (Co. Regn. No. 07511484)
Sylvia, 104 Dalton Street,	MAN14878	RMB 102 Limited (Co. Regn. No. 07511484)

Collyhurst, Manchester (M40 7ED)		
Block A Canal Point, 1 New Union Street, Manchester and parking bays (M4 6BS)	MAN236819	RMB 102 Limited (Co. Regn. No. 07511484)
The first floor apartments being 101-106 (inclusive), Jantzen House, Ealing Road, Brentford, TW8 0GF.	AGL332873	RMB 102 Limited (Co. Regn. No. 07511484)
The first floor apartments being 101-106 (inc) Gilbert House, Ealing Road, Brentford, (TW8 0GH).	AGL332876	RMB 102 Limited (Co. Regn. No. 07511484)
1 to 17 (odd) Camborne Road, Edgware (HA8 8FD), 113 Kings Drive, Edgware (HA8 8EG), 72, 74 and 76 Lacey Drive, Edgware (HA8 8FP) and 2-8 (even) Barnwell Close, Edgware (HA8 8EZ).	AGL323780	RMB 102 Limited (Co. Regn. No. 07511484)
Part of Crystal House, Fishergate, Preston (PR1 2AH)	LAN36547	RMB 102 Limited (Co. Regn. No. 07511484)
The Atrium, Southern Road, Camberley.	SY776031	RMB 102 Limited (Co. Regn. No. 07511484)
Apartments 1 to 31 (inclusive) Centro, Southern Road, Camberley (GU15 3GG).	SY766254	RMB 102 Limited (Co. Regn. No. 07511484)
Land being part of The Courtyard, The Atrium, Southwell Park Road, Camberley (GU15 3GL).	SY777628	RMB 102 Limited (Co. Regn. No. 07511484)
1 to 108 (inclusive) The Courtyard, Southwell Park Road, Camberley (GU15 3GL).	SY772979	RMB 102 Limited (Co. Regn. No. 07511484)
Avante Court, The Bittoms, Kingston Upon Thames (KT1 2AN).	SGL628450	RMB 102 Limited (Co. Regn. No. 07511484)
Land on the east side of Altrincham Road, Sharston Land on the north side of Freshpool Way, Sharston	GM960366	RMB 102 Limited (Co. Regn. No. 07511484)
Hotel Site Building B, Great West Road, Brentford	AGL317037	RMB 102 Limited (Co. Regn. No. 07511484)
Apartments 1101-1106 (inc), 1201-1206 (inc), 1301-1306 (inc), 1401-1406 (inc), 1501-1506 (inc), 1601-1606 (inc), 1701-1706 (inc), 1801-1806 (inc), 1901-1906 (inc), 2001-2006 (inc), 2101-2106 (inc), 2201-2206 (inc), 2301-2303 (inc) and 2401-2403 (inc), Kew Eye Apartments, Great West Quarter, Great West Road, Brentford, TW8 0GS	AGL320120	RMB 102 Limited (Co. Regn. No. 07511484)
Ashley Court, Hall Street, Pendlebury, Swinton, Manchester (M27 6FL).	LA218267	RMB 102 Limited (Co. Regn. No. 07511484)

NEW SKYFALL 3 COMPLETED PROPERTIES

NEW REF	Property address	TITLE NUMBER	CHARGOR
ADDBROOK	1-11 (odds), Renny Lodge, Addenbrookes Road, Newport Pagnell MK16 9FD / 2 to 12 (even) Addenbrookes Road, Newport Pagnell MK16 9FD / 14-36 (even) Addenbrookes Road, Newport Pagnell MK16 9FD / 29, 37-61 (odds), Addenbrookes road, Newport Pagnell, MK16 9FD	BM336714/ BM330356/ BM332910/ BM334243	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
AIREDALE	Airedale House, Sunbridge Road, Bradford, BD1 2PF	YY78695	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
ANTNOLAN/ BEECHDRV/ DUKESPLC/SAVAG CLS/ SAVAGECL	11-13 Clement Attlee Way, King's Lynn PE30 4EJ; 5, 17 and 19 Russell Close, King's Lynn PE30 4NQ; 187 Fred Ackland Drive, King's Lynn PE30 4GR; 146 Fred Ackland Drive, King's Lynn, PE30 4DL; 191-213 (odd) Anthony Nolan Road, King's Lynn PE30 4GW; 2-24 (even) Dukes Place, King's Lynn PE30 4GZ; 14-28 (even) and 17-21 (odd) Savage Close, King's Lynn PE30 4BG and 28-32 (even) Beecham Drive, King's Lynn PE30 4GX	NK459994	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
ANTNOLAN/ BEECHDRV/ DUKESPLC/SAVAG CLS/ SAVAGECL	11-13 Clement Attlee Way, King's Lynn PE30 4EJ; 5, 17 and 19 Russell Close, King's Lynn PE30 4NQ; 187 Fred Ackland Drive, King's Lynn PE30 4GR; 146 Fred Ackland Drive, King's Lynn, PE30 4DL; 191-213 (odd) Anthony Nolan Road, King's Lynn PE30 4GW; 2-24 (even) Dukes Place, King's Lynn PE30 4GZ; 14-28 (even) and 17-21 (odd) Savage Close, King's Lynn PE30 4BG and 28-32 (even) Beecham Drive, King's Lynn PE30 4GX	NK459994	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
ASPECTPL	Greenford House, 309 Ruislip Road East, Greenford	NGL521295	SF T105 LIMITED (formerly known as Neil T105 Limited)
ASTRAHS	Astra House, Arklow Road, Deptford, London (SE14 6BY)	TGL243233	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
AZALDGE	Flats 1 to 18 (inclusive) Azalea Lodge, 14 St Clements Avenue, Romford (RM3 0HY)	BGL135951	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
BEACONS	Long Close, Hexham, NE46 1AW	ND126740	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
BSHGREEN	2 to 12 (even) Harrier Road, Bishops Green,	HP787515	SF GROUND RENTS NO 15 LIMITED (formerly

	Newbury, RG20 4AB		known as E&J Ground Rents No 15 Limited)
CAIRNSCL	The Malthouse, Birmingham Road, Lichfield	SF594332	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
CENTENQ	Brecon House, Juno House, Duchess House, Ledbury House, Crossbow House, Acasta House, Hurworth House, Sandown House, Amazon House, Ardent House, Grafton House, Otago House, Childrens Nursery and Centenary Quay Day Library, John Thornycroft Road, Woolston, Southampton	HP797416	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
CHARLOCK	22-38 (inclusive) Charlock Close, Romford RM3 0LE	BGL135952	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
CHESTNUT	Haycock House, The Chestnuts, Cross Houses, Shrewsbury (SY5 6JG)	SL246136	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
CLEMATTL/ CLEMENTW	11-13 Clement Attlee Way, King's Lynn (PE30 4EJ), 5, 17 and 19 Russell Close, King's Lynn (PE30 4NQ), 187 Fred Ackland Drive, King's Lynn (PE30 4GR), 146 Fred Ackland Drive, King's Lynn (PE30 4DL), 191-213 (odd) Anthony Nolan Road, King's Lynn (PE30 4GW), 2-24 (even) Beecham Drive, King's Lynn (PE30 4GX) 14-28 (even) and 17-21 (odd) Savage Close, King's Lynn (PE30 4BG) and 28-32 (even) Dukes Place, King's Lynn (PE30 4GZ),	NK459994	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
CLYFRM1/2/3	71 to 89 (odd) and 111 to 127 (odd), Ellis Road, 1 and 27 to 45 (odd) Whittle Avenue and 55 Cornwell Road, Trumpington, Cambridge	CB429422	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
CORALPRK	18 - 36 (even numbers), Pearl House, Coral Park, Maidstone and 38 and 40 Silver House, Coral Park, Maidstone	K834736	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
COTTONW	Sir John Holden Mill, Blackburn Road, Bolton BL1 7LS / Land and buildings on the east side of Blackburn Road and Land on East side of Blackburn Road	GM945894/ GM120100	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
FREDACDR/ FREDACKL/ RUSSELLC	11-13 Clement Attlee Way, King's Lynn PE30 4EJ; 5, 17 and 19 Russell Close, King's Lynn PE30 4NQ; 187 Fred Ackland Drive, King's Lynn PE30 4GR; 146 Fred Ackland Drive, King's Lynn, PE30 4DL; 191-213 (odd) Anthony Nolan Road, King's Lynn PE30 4GW; 2-24 (even) Dukes Place, King's Lynn PE30 4GZ; 14-28 (even) and 17-21 (odd) Savage	NK459994	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)

	Close, King's Lynn PE30 4BG and 28-32 (even) Beecham Drive, King's Lynn PE30 4GX		
GORDONCT	Strobl, 8A The Downs, London SW20 8HP	SY178357	SF T105 LIMITED (formerly known as Neil T105 Limited)
GRANDERA	Grandera House, 61-73 Staines Road West, Sunbury-On-Thames TW16 7AL	SY842009	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
HARLSEYW	1-6 Harlseywood, Bideford EX39 3FB	DN666993	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
HARTIGAN	1 to 7 inclusive, 8 to 10 inclusive, 26 to 35 inclusive, 38 to 42 inclusive, 50 to 55 inclusive, 62, 63, 69 and 70 Hartigan Place, Woodley, Reading RG5 4SH	BK475976	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
HAWFNHOU	Flats at Hawfinch House, 1 Moorhen Drive, London NW9 7BF	AGL418063	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
HAYESCRT	Hayes Court, West Common Road, Hayes (BR2 7AU)	SGL756254	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
HEYRIDGE	2-8A (inclusive), Heyridge Meadow, Cullompton EX15 1FD	DN666994	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
HOOPERS	Hoopers, 32 Carters Avenue, Poole, BH15 4JU	DT321117	SF PROPERTY (SOUTH) LIMITED (formerly known as Keystone Property (South) Limited)
HWPRIMCT	Flats 1-43, (inclusive) Wayfaring Court, Safflower Lane, Romford (RM3 0LQ)	BGL138200	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
HWTHISCT	Thistle House, 1 Wildcary Lane, Romford (RM3 0LZ)	BGL138205	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
HYTHEHSE	Hythe House, Green Lanes Walk, London, N4 2GA	AGL386366	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
KEEPERSG	Land on the south side of Birmingham Road, Walsall	WM890974	SF PROPERTY (SOUTH) LIMITED (formerly

			known as Keystone Property (South) Limited)
MAINLAND	Mainland House, 395 Stanley Road, Bootle L20 3EF	MS622216	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
MALTINGS	1 and 2 Walnut Place, Ilminster TA19 0BU and 1 and 3 Shudrick Lane, Ilminster (TA19 0BN)	WS74875	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
MINISTR	1 to 9 (inc) Elm Tree House, Myrtle Road, 1 to 9 (inc) Rowan Tree House, Thistle Hill Way, 1 to 6 (inc) Hawthorn House, Laurel Road, 1 to 9 (inc) Alder House, Laurel Road, 1 to 9 (inc) Chestnut House, Laurel Road, 1 to 4 (inc) Yew Tree House, Nettle Way, 1 to 4 (inc) Lime Tree House, Laurel Road, 1 to 6 Willow Tree House, Nettle Way, 1 to 6 (inc) Red Oak House, Thistle Hill Way, 1 to 9 (inc) Silver Birch House, Thistle Hill Way, 16 Thistle Hill Way and 1 to 5 (odd) Laurel Road, Minster On Sea, Sheerness	TT75067	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
MINVILL	1 to 9 (inc) Elm Tree House, Myrtle Road, 1 to 9 (inc) Rowan Tree House, Thistle Hill Way, 1 to 6 (inc) Hawthorn House, Laurel Road, 1 to 9 (inc) Alder House, Laurel Road, 1 to 9 (inc) Chestnut House, Laurel Road, 1 to 4 (inc) Yew Tree House, Nettle Way, 1 to 4 (inc) Lime Tree House, Laurel Road, 1 to 6 Willow Tree House, Nettle Way, 1 to 6 (inc) Red Oak House, Thistle Hill Way, 1 to 9 (inc) Silver Birch House, Thistle Hill Way, 16 Thistle Hill Way and 1 to 5 (odd) Laurel Road, Minster On Sea, Sheerness	TT75067	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
NEWCTBLD	The Stillage, Station Road, Long Eaton, Nottingham, NG10 1GR	DY72527	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
NORMILLS	Land on the west side of Church Street, Ossett	WYK357336	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
OLDSCHOO	49 Woollards Lane Great Shelford Cambridge CB22 5LZ	CB244181	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
OVALQTR	Site 16A Akerman Road London	TGL372702	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
OVALQTR	Site 19d, Myatts Field, London	TGL374882	SF GROUND RENTS NO 15 LIMITED (formerly

			known as E&J Ground Rents No 15 Limited)
OVALQTR	Site 23a and Site 23b Myatts Field, London	TGL379910	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
OXHEIGHT	Flats 1-14 Oxford Heights 42 Orchard Place Southampton SO14 3LT	HP717593	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
ROWLAND	Land on the east side of Blackwell Street, Kidderminster	WR44402	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
RYLANPRK	41-61 (odd), Boardmans Lane, St Helens (WA9 1HH), 2-16 (even), 20-84 (even), 1-19 (odd), 25-29 (odd), 33-47 (odd) Deerfield Close, St Helens (WA9 1HJ) and 2-16 (even) 1-9 (odd) Thistleton Close, St Helens (WA9 1HL)	MS629043	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
SEYMOURP	126 North Street, Hornchurch, RM11 1SU	P102108	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
SITBOUR	28 To 44 (inc), Easton Drive, Sittingbourne (ME10 3FE)	TT75249	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
SOTONST	Land and buildings on the east side of Southampton Street, Reading	BK357390	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
SPADSTCK/ SPALEXCT/ SPBEAUHS/ SPBLETCH/ SPBOWERH/ SPCOOPER/ SPDENMARK/ SPDOLLIS/ SPFLOWER/ SPMONTRS/ SPSANDCT/ SPSTANHS/ SPWHITCH	Part of Sandringham Grange Eastcote Road, Ruislip	AGL364073	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
STANDCRT	Land lying to the south of Wood Street, Taunton	ST239497	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
STCLEMNT	6 and 7 St Clement Street, Winchester SO23 9DR	HP777829	SF GROUND RENTS NO

			15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
STJOHNSH	Chapel Court, St Johns Hill, Shrewsbury SY1 1J	SL178088	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
STONEGTE	Land at Stonegate Mews, Doncaster	SYK581484	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
STREETLY	Land at the back of The Stockland Public House, Marsh Hill, Erdington, Birmingham B23 7DS	WM862637	SF PROPERTY (SOUTH) LIMITED (formerly known as Keystone Property (South) Limited)
TARKACRT	Flats 1-8, Tarka Court, Fore Street, North Tawton (EX20 2ED)	DN689020	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
TEMPLERD	137 to 171 (odd), Temple Road, Bolton BL1 8DN	MAN293484	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
THEFRANK	Franklin House, Bournville Lane, Birmingham B30 2HP	MM734377	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
THESTRND	Part of Wellington Buildings, The Strand, Liverpool L2 0PP	MS265785/ MS259938	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
TRINITYC	Trinity Court, 50/51 Trinity Square, Margate CT9 1HT	K732644	SF T105 LIMITED (formerly known as Neil T105 Limited)
VICTMIL	Victoria Mill, Lower Vickers Street, Manchester M40 7LH	MAN232107	SF T105 LIMITED (formerly known as Neil T105 Limited)
WHITAVE	83-107 (odd), Whittle Avenue, Trumpington, Cambridge (CB2 9BW)	CB431163	E&J Ground Rents No18 Limited
WIDMORER	117 Widmore Road, Bromley BR1 3AH	SGL710091	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
WILLMWAY	215-319 Williams Way, Wembley HA0 2FW	AGL344221	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)

CONDITION SUBSEQUENT PROPERTIES			
CASSQTR	Land on the north side of Whippendell Road, Watford	HD486082	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
HUGHQTR	Pallatia Court, Coates Lane, High Wycombe, Buckinghamshire HP13 5DP	To be registered at the Land Registry	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
NEXUS	Land at 36 Clarendon Road, Watford (WD17 1JP)	HD537108	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
OAKDRVE	53 Oak Drive, Colwyn Bay (LL29 7YP) / 55 Oak Drive, Colwyn Bay (LL29 7YP)	WA867430 / WA973215	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
OVLQUAR	Site 8a, Myatts Field, London / Site 9a, Myatts Field, London / Site 25a and 25b, Myatts Field, London / Site 25c, Myatts Field, London	TGL445533 / TGL435292 / TGL40424 / TGL407655	SF GROUND RENTS NO 15 LIMITED (formerly known as E&J Ground Rents No 15 Limited)
THEGRNGE	Plots 6-9 Harvard Grange, Burtons Lane, Chalfont, St Giles	To be registered at the Land Registry	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
THELANE	The Lane, Worcester WR1 1AE	To be registered at the Land Registry	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
THEVALE	3 London Road, Bushey WD23 2LD and 56 to 64 (even) Vale Road, Bushey WD23 2HE	HD13608	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
WTRFRONT	Area E, Bedford Road, Wilstead, Bedford	BD259785	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)
WTRLOOHS	Waterloo House, Thornaby Place, Thornaby, Stockon-On-Tees (TS17 6SA)	CE222839	SF GROUND RENTS NO18 LIMITED (formerly known as E&J Ground Rents No18 Limited)

NEW SKYFALL 3 GIT COMPLETED PROPERTIES			
NEW REF	Property address	TITLE NUMBER	CHARGOR
ANSTEYHS	40 Hanover Square, Leeds (LS3 1BQ) / 35 Hanover Square, Leeds (LS3 1BQ)	WYK1172 & WYK541200	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
ARNECLIF	11 Arncliffe Road, Leeds (LS16 5AP)	WYK365589	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
ARRANWAY	31-42 and Plots 65-74, Arran Rise, Corby	NN321663	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
CARVERST	30-34 Carver Street, Birmingham, B1 3AS	WM499950	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
CENTPARK	8 Branksome Wood Road Bournemouth BH2 6BY / 8a Branksome Wood Road Bournemouth BH2 6BY	DT84044 & DT150428	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
CHANCPLC	62-66 (even), Broomfield Road, Chelmsford C<1 1SW	EX358618	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
COTTONEX	The Cotton Exchange, 501-507 Christchurch Road, Bournemouth, BH1 4AG	DT88812	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
COURTWAY	127-129 (odd), Hamlet Court Road, Westcliff-On-Sea (SS0 7EW) / Courtway House 127-129, Hamlet Court Road, Westcliff-On-Sea (SS0 7EW)	EX145774 & EX139027	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
CROWNAPT	1-24 and Ground Floor Crown Apartments, 45 Westholme Gardens, Ruislip HA4 8QH	AGL69690	SF GROUND RENTS NO. 21G LIMITED

			(formerly known as E&J Ground Rents No. 23G Limited)
ESSEXHSE	Essex House, Southchurch Avenue, Southend-on-Sea, SS1 2LB	EX143136	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
FOXHALRD	271 Foxhall Road, Ipswich (IP3 8LQ)	SK347938	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
GEORGECT	11 North Street, Havant (PO9 1PW)	SH10752	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
GREEFNCH	The Greenfinches, 273 Spring Road, Southampton (SO19 2NZ)	HP601199	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
HEADROW	10 and 12 The Headrow, Leeds (LS1 6PT)	WYK439862	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
HORSHAM	10 Horsham Road, Dorking, RH4 2JL	SY566966	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
HWKROAD	Land on the south west side of Hawkins Road, Colchester (CO2 8LH)	EX757685	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
KEYHILL	17 Key Hill Drive, Birmingham (B18 5NY)	WM431100	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
LAKESIDE	Land on the South West side of Selby Road, Thorne	SYK163851	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
LAWRENCE	1-12 and 14-24 (incl), Lawrence Court, Pudsey	WYK582461	SF GROUND RENTS

	(LS28 8PF)		NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
MAYFIELD	Flats 1 to 8, Mayfield View, 238 Weston Lane, Woolston, Southampton (SO19 9HL)	HP801265	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
MILLINER	1-11 Milliners Place, Matthew Street, Dunstable (LU6 1AX)	BD310792	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
MILLPLCE	42 Mill Place, Kingston Upon Thames (KT1 2RL)	SGL493882	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
MULBCRT	Land at Sycamore Drive, Auckley, Doncaster	SYK523182	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
NORFLKHS	Norfolk House, Northenden Road, Sale (M33 2DS)	GM516689	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
PARKFLDS	23, 25, 27, 29, 31, 33, 35, 37 Wokingham Grove, Huyton and garages.	MS348142	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
PARKROW	21 and 22 Park Row, Leeds	WYK368065	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
PEMBRKHS	3 Pembroke Road, Ruislip HA4 8NQ	AGL319873	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
PENCAROW	Land and buildings on the east side of Mersey Road, West Didsbury	LA296483	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)

PRIOROAD	Land at Creek Mill Way, Dartford	K924151	Grays Inn 15 Limited
PRKLANDS	2-18 (even), Loudon Square, Earley, Reading (RG6 1FN)	BK480219	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
PRKLNDS	19-29 (Odd), Faringdon Road, Earley, Reading (RG6 1FP) and 1 Repton Crescent, Earley, Reading (RG6 1FL)	BK480187	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
RICHCRT	Land at Wyre Court, The Village, Haxby, York (YO32 2ZB)	NYK56546	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
ROMANCRT	Land and buildings on the west side of Praetorian Drive, Roman Court, Wallsend / Plots 33 to 44 and 63 to 68 Roman Court / 9 - 14 Plantation Street, Roman Court, Wallsend	TY331923 / TY336344 / TY335645	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
RUSTATRD	70 to 137 (inclusive), Flamsteed Close, Cambridge (CB1 3FE)	CB418025	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
RUSTROAD	1 to 69 and 138 to 143 Flamsteed Close, Cambridge / Cambridge Water Co, Rustat Road, Cambridge CB1 3QS	CB424436 / CB266734	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
SALT	1-12 Salt, Belyars Lane, The Belyars, St Ives (TR26 2GH)	CL160026	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
SAWMILLST	17-20 Parr Street, 74, 76, 78 and 80 Cropley Street, London	427269	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
SHOWELPK	43-75 (odd) Humphries Road Wolverhampton WV10 9NA	MM90472	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
SPRNGCRT	Springfield Works and 1 2 3 and 4 West Street, Guiseley, Aireborough	WYK72371	Grays Inn 15 Limited

STATIONA	Land and buildings on the West side of Station Road, Crossgates // Land on the west side of Station Road, Crossgates, Leeds	YWE14647 / WYK802214	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
STNECROSS	Land and buildings on the east side of Main Street, Wilsden / Land on the south side of Crack Lane, Wilsden, Bradford	WYK464842 / WYK751015	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
STOCKSLN	Stocks Lane, Corby (NN17 1AU)	NN87277	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
SUTTONRD	Land on the south side of Sutton Road, Southend-on-Sea	EX87035	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
TALLTREE	Land on the west side of Mersey Road, Didsbury	GM683390	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
TEMPLECT	Temple Court, Barton Road, Bristol (BS2 0LF)	BL19140	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
TORRISCL	Land and buildings on the west side of Torrisdale Close, Deane, Bolton	GM700471	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
TOWNCTRE	88-96 Town Centre, Hatfield (AL10 0JW) / 17c and 17d, Town Centre, Hatfield (AL10 0JZ)	HD539190 & HD539192	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
VENUE	163 Harrogate Road, Bradford (BD2 3HA)	WYK608964	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)
VESTA	Block C2 Block D And Block F, Great Northern Road, Cambridge (CB1 2FX) / Land on the south east side of Tenison Road, Cambridge	CB374849 / CB381397	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)

			Limited)
WATERVWP	Flats 2 to 60 (even) Waterview Park Leigh and parking spaces	GM621659	SF GROUND RENTS NO. 21G LIMITED (formerly known as E&J Ground Rents No. 23G Limited)

2020 Supplemental Debenture Properties

NEW REF	Property address	TITLE NUMBER	CHARGOR
SHEARWT	The property known as (1-72) inclusive Goshawk Court, 5 Shearwater Drive, London NW9 7AG and 1-59 (inclusive) Crested Court, 3 Shearwater Drive, London NW9 7AD at Hendon Waterside, West Hendon demised by a lease dated 30 April 2018 made between (1) RMN 102 Limited and (2) E&J Ground Rents No 15 Limited		RMB 102 Limited (Co. Regn. No. 07511484)
TAWNYCRT	The property known as 1-20 (inclusive) Tawny Court, 2 Shearwater Drive, London NW9 7AH at Hendon Waterside, West Hendon demised by a lease dated 30 April 2018 made between (1) RMB 102 Limited and (2) E&J Ground Rents No 15 Limited		RMB 102 Limited (Co. Regn. No. 07511484)
MOORHDR	The property know as various properties at Greenshank House, Meadowlark House and Dunnock House, Moorhen Drive, London	AGL370108	RMB 102 Limited (Co. Regn. No. 07511484)
COPMINER	The property known as 12, 14, 20, 36, 44, 49, 50, 51, 52, 53, 55, 57, 59, 60, 62, 66 and 70 Ynys Y Wern, Cwmavon, Port Talbot SA12 6DJ	CYM564176	RMB 102 Limited (Co. Regn. No. 07511484)
DODDINGT	2 AND 4 St Rochus Drive, Wellingborough NN8 2QN and 17-25 (Odd) Spencer Road, Wellingborough NN8 2QB	NN311471	RMB 102 Limited (Co. Regn. No. 07511484)

SIGNATORIES

The Chargors

EXECUTED as a **DEED** by
SF FUNDING LIMITED

acting by Christopher Jarvis
in the presence of:

)
)
)
)
)


Director

Signature of witness



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

Joanna Brown

Address of witness

.....
PROSPECT PLACE

Moorside Road

.....
Winchester

.....
Hampshire

.....
SO23 7RX

EXECUTED as a DEED by
SF GROUND RENTS LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

.....
Director

Signature of witness

.....
.....

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

JEANNE BROWN

Address of witness

.....
PROSPECT PLACE
.....
Moorside Road
.....
Winchester
.....
Hampshire
.....
SO23 7RX
.....

EXECUTED as a DEED by
RMB 102 LIMITED

acting by Christopher Jarvis
in the presence of:

...
Director

Signature of witness

[Redacted Signature]

Name of witness
(in BLOCK CAPITALS)

JEANNE BROWN

Address of witness

PROSPECT PLACE
Moorside Road
Winchester
Hampshire
SO23 7RX

EXECUTED as a DEED by
SF T101 LIMITED

acting by Christopher Jarvis
in the presence of:

.....
Director

Signature of witness

.....

Name of witness
(in BLOCK CAPITALS)

JEANNE BROWN

Address of witness

.....
PROSPECT PLACE
.....
Moorside Road
.....
Winchester
.....
Hampshire
.....
SO23 7RX
.....

EXECUTED as a DEED by
SF MEMBER NO.1 LIMITED

acting by CHRISTOPHER Jolin
in the presence of:

Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

JEANNE BERRAN

Address of witness

PROSPECT PLACE

~~Moorside Road~~

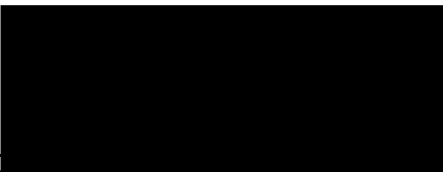
Winchester

~~Hampshire~~

SO23 7RX

**EXECUTED as a DEED by
SF MEMBER NO.2 LIMITED**

acting by Christopher Jarvis
in the presence of:


Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

Joanne Beoua

Address of witness

PROSPECT PLACE
Moorside Road
Winchester
Hampshire
SO23 7RX

EXECUTED as a DEED by
SF ALDINGBOURNE ESTATES LLP

acting by Christopher Jarvis duly authorised by
SF MEMBER NO.1 LIMITED to sign on its behalf
as designated member of
SF ALDINGBOURNE ESTATES LLP
in the presence of:

.....
Director

Signature of witness

.....
Name of witness

(in BLOCK CAPITALS)

Joanne Brown

Address of witness

.....PROSPECT PLACE.....
.....Moorside Road.....
.....Winchester.....
.....Hampshire.....
.....SO23 7RX.....

EXECUTED as a DEED by
SF ALDINGBOURNE ESTATES LLP

acting by Christopher Jarvis duly authorised by
SF MEMBER NO.2 LIMITED to sign on its behalf
as designated member of
SF ALDINGBOURNE ESTATES LLP
in the presence of:

.....
Director

Signature of witness

.....
Name of witness

(in BLOCK CAPITALS)

Joanne Brown

Address of witness

.....PROSPECT PLACE.....
.....Moorside Road.....
.....Winchester.....
.....Hampshire.....
.....SO23 7RX.....

EXECUTED as a DEED by
SF GROUND RENTS NO1 LLP

acting by Christopher Jarvis duly authorised by
SF MEMBER NO.1 LIMITED to sign on its behalf
as designated member of
SF GROUND RENTS NO1 LLP
in the presence of:

.....
Director

Signature of witness

Name of witness
(in BLOCK CAPITALS)

JOANNE BROWN
Address of witness

PROSPECT PLACE
Moorside Road
Winchester
Hampshire
SO23 7RX

EXECUTED as a DEED by
SF GROUND RENTS NO1 LLP

acting by Christopher Jarvis duly authorised by
SF MEMBER NO.2 LIMITED to sign on its behalf
as designated member of
SF GROUND RENTS NO1 LLP
in the presence of:

.....
Director

Signature of witness

Name of witness
(in BLOCK CAPITALS)

JOANNE BROWN
Address of witness

PROSPECT PLACE
Moorside Road
Winchester
Hampshire
SO23 7RX

EXECUTED as a **DEED** by
SF GROUND RENTS NOS LLP

acting by CHRISTOPHER JARVIS duly authorised by
SF MEMBER NO.1 LIMITED to sign on its behalf
as designated member of
SF GROUND RENTS NOS LLP
in the presence of:

.....
Director

Signature of witness

Name of witness

(in **BLOCK CAPITALS**)

JOANNE BECOW

Address of witness

PROSPECT PLACE

Moorside Road

Winchester

Hampshire

SO23 7RX

EXECUTED as a **DEED** by
SF GROUND RENTS NOS LLP

acting by CHRISTOPHER JARVIS duly authorised by
SF MEMBER NO.2 LIMITED to sign on its behalf
as designated member of
SF GROUND RENTS NOS LLP
in the presence of:

.....
Director

Signature of witness

Name of witness

(in **BLOCK CAPITALS**)

JOANNE BECOW

Address of witness

PROSPECT PLACE

Moorside Road

Winchester

Hampshire

SO23 7RX

EXECUTED as a DEED by
SF GROUND RENTS NO2 LLP

acting by Christopher Jarvis duly authorised by
SF MEMBER NO.1 LIMITED to sign on its behalf
as designated member of
SF GROUND RENTS NO2 LLP
in the presence of:

.....
Director

Signature of witness

Name of witness
(in BLOCK CAPITALS)

JOANNE BROWN

Address of witness

.....
PROSPECT PLACE

Moorside Road

Winchester

Hampshire

SO23 7RX

EXECUTED as a DEED by
SF GROUND RENTS NO2 LLP

acting by Christopher Jarvis duly authorised by
SF MEMBER NO.2 LIMITED to sign on its behalf
as designated member of
SF GROUND RENTS NO2 LLP
in the presence of:

.....
Director

Signature of witness

Name of witness
(in BLOCK CAPITALS)

JOANNE BROWN

Address of witness

.....
PROSPECT PLACE

Moorside Road

Winchester

Hampshire

SO23 7RX

EXECUTED as a **DEED** by
SF 103 LIMITED

acting by CHRISTOPHER JONES
in the presence of:

.....
Director

Signature of witness

.....
.....

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

JOANNE BEAMAN.....

Address of witness

.....
PROSPECT PLACE
.....
Moorside Road
.....
Winchester
.....
Hampshire
.....
SO23 7RX
.....

EXECUTED as a DEED by
SF 105 LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

.....
Director

Signature of witness

Name of witness
(in BLOCK CAPITALS)

JOANNE BARLOW

Address of witness

.....
PROSPECT PLACE
.....
Moorside Road
.....
Winchester
.....
Hampshire
.....
SO23 7RX
.....

EXECUTED as a DEED by
SF GROUND RENT NO.1 LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

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)
)
)
)
)

...

Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

JOANNE BROWN

Address of witness

.....
PROSPECT PLACE
.....
Moorside Road
.....
Winchester
.....
Hampshire
.....
SO23 7RX
.....

EXECUTED as a DEED by
SF 5US LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

.....
Director

Signature of witness

.....
.....

Name of witness

(in BLOCK CAPITALS)

JOANNE BROWN

Address of witness

.....
PROSPECT PLACE

.....
Moorside Road

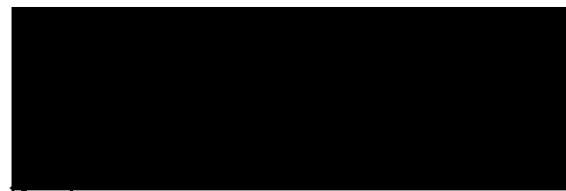
.....
Winchester

.....
Hampshire

.....
SO23 7RX

**EXECUTED as a DEED by
SF GR NOS LIMITED**

acting by Christopher Jarvis
in the presence of:



Director

Signature of witness



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

JEANNE BROWN

Address of witness

PROSPECT PLACE

Moorside Road

Winchester

Hampshire

SO23 7RX

EXECUTED as a DEED by
SF GR2 LIMITED

acting by CHRISTOPHER JARUS
in the presence of:

.....
Director

Signature of witness

.....
.....

Name of witness
(in BLOCK CAPITALS)

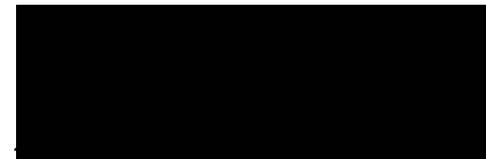
JOANNE BROWN

Address of witness

.....
PROSPECT PLACE
.....
Meerside Road.....
Winchester
.....
Hampshire.....
SO23 7RX
.....

EXECUTED as a DEED by
SF GR PROPERTIES NO 2 LIMITED

acting by CHRISTOPHER JARUS
in the presence of:



Director

Signature of witness



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

JOANNE BELOW

Address of witness

PROSPECT PLACE

Moorside Road

Winchester

Hampshire

SO23 7RX

EXECUTED as a DEED by
SF 3US LIMITED

acting by Christopher Jarvis
in the presence of:

...
Director

Signature of witness

...

Name of witness
(in BLOCK CAPITALS)

JOANNE BROWN

Address of witness

.....
PROSPECT PLACE
.....
Moorside Road
.....
Winchester
.....
Hampshire
.....
SO23 7RX
.....

EXECUTED as a deed by)
JESSICA VENTURES LIMITED, a company)
incorporated in the Isle of Man, acting by)
JAMES TUNNEY , who, in accordance)
with the laws of that territory, is acting under the)
authority of the company)
)

Signature in the name of the company
JESSICA VENTURES LIMITED

Signature:
Signature of authorised signatory

EXECUTED as a DEED by
SF GENERAL PARTNER
(GROUND RENTS 2010) LIMITED

acting by Christopher Jarvis
in the presence of:

.....
Director

Signature of witness

.....
.....

Name of witness
(in BLOCK CAPITALS)

Jeanne Brown

Address of witness

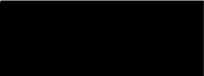
.....
PROSPECT PLACE
.....
Moorside Road
Winchester
.....
Hampshire
SO23 7RX
.....

EXECUTED as a DEED by
SF 104 LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

...
Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

JOANNE BROWN

Address of witness

.....
PROSPECT PLACE

.....
~~Moorside Road~~

Winchester

.....
~~Hampshire~~

SO23 7RX

EXECUTED as a DEED by
SF GROUND RENTS NO11 LLP

acting by JAMES TUTTNETT who, in accordance with
the laws of the Isle of Man, is acting under the authority
of, and is duly authorised by,
JESSICA VENTURES LIMITED, a company
incorporated in the Isle of Man, to sign
on its behalf as designated member of
SF GROUND RENTS NO11 LLP
in the presence of:

Signature in the name of the company

(as member)

JESSICA VENTURES LIMITED

Signature:

Signature of authorised signatory

Signature:

Signature of authorised signatory

EXECUTED as a DEED by
SF GROUND RENTS NO11 LLP

acting by CHRISTOPHER JARVIS duly authorised by
SF GENERAL PARTNER (GROUND RENTS 2010)
LIMITED
to sign on its behalf as designated member of
SF GROUND RENTS NO11 LLP
in the presence of:

Director

Signature of witness

.....

Name of witness

(in BLOCK CAPITALS)

.....JEANNE BROWN.....

Address of witness

.....PROSPECT PLACE.....

Moorside Road

Winchester

Hampshire

SQ23 7RX

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)
)

Director

Joanne Becken

PROSPECT PLACE
Moorside Road
Winchester
Hampshire
SO23 7RX

EXECUTED as a DEED by
SF GROUND RENTS NO8 LLP

acting by Christopher Jarvi duly authorised by
SF MEMBER NO.1 LIMITED to sign on its behalf
as designated member of
SF GROUND RENTS NO8 LLP
in the presence of:

.....
Director

Signature of witness

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

Joanne Brown

Address of witness

.....PROSPECT PLACE.....
Moorside Road
.....Winchester.....
Hampshire
.....SO23 7RX.....

EXECUTED as a DEED by.....
SF GROUND RENTS NO8 LLP

acting by Christopher Jarvi duly authorised by
SF MEMBER NO.2 LIMITED to sign on its behalf
as designated member of
SF GROUND RENTS NO8 LLP
in the presence of:

.....
Director

Signature of witness

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

Joanne Brown

Address of witness

.....PROSPECT PLACE.....
Moorside Road
.....Winchester.....
Hampshire
.....SO23 7RX.....

**EXECUTED as a DEED by
SF 201 LIMITED**

acting by Christopher Jones
in the presence of:

.....
Director

Signature of witness

.....
.....

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

JOANNE BERNARD

Address of witness

.....
PROSPECT PLACE
.....
Moorside Road
.....
Winchester
.....
Hampshire
.....
SO23 7RX
.....

**EXECUTED as a DEED by
SF GR 2010B LIMITED**

acting by CHRISTOPHER JONES
in the presence of:

Director

Signature of witness

[Redacted Signature]

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

JENNIE BROWN

Address of witness

PROSPECT PLACE
Moorside Road
Winchester
Hampshire
SO23 7RX

EXECUTED as a DEED by
SF GR 2010A LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

.....
Director

Signature of witness

.....

Name of witness
(in BLOCK CAPITALS)

JOANNE BEWIS.....

Address of witness

.....
PROSPECT PLACE

.....
~~Moorside Road~~

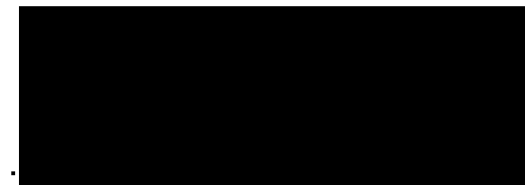
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Winchester

.....
Hampshire

.....
SO23 7RX

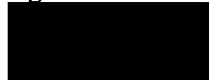
EXECUTED as a DEED by
SF GENERAL
PARTNER (GROUND RENTS
2010) NOMINEE LIMITED

acting by Christopher Jarvis
in the presence of:



Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

Joanne Brown

Address of witness

PROSPECT PLACE

~~Moorside Road~~

Winchester

~~Hampshire~~

SO23 7RX

EXECUTED as a DEED by
SF 803 LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

Director

Signature of witness

Name of witness
(in BLOCK CAPITALS)

JEANNE BEECH

Address of witness

PROSPECT PLACE

~~Moorside Road~~

Winchester

~~Hampshire~~

SO23 7RX

EXECUTED as a **DEED** by
SF GROUND RENTS
NO 15 LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

Director

Signature of witness



Name of witness

(in **BLOCK CAPITALS**)

JEANNE BROWN

Address of witness

PROSPECT PLACE

Moorside Road

Winchester

Hampshire

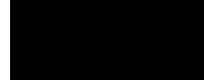
SO23 7RX

EXECUTED as a DEED by
SF GROUND RENTS
NO18 LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

Director

Signature of witness



Name of witness

(in BLOCK CAPITALS)

JOANNE BROWN

Address of witness

PROSPECT PLACE

Moorside Road

Winchester

Hampshire

SO23 7RX

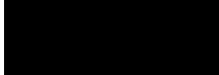
**EXECUTED as a DEED by
SF PROPERTY
(SOUTH) LIMITED**

acting by CHRISTOPHER JARVIS
in the presence of:



Director

Signature of witness



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

JOANNE BROWN

Address of witness

PROSPECT PLACE

Moorside Road

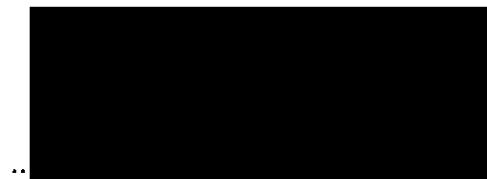
Winchester

Hampshire

SO23 7RX

EXECUTED as a DEED by
SF T105 LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:



Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

JEANNE BROWN

Address of witness

PROSPECT PLACE

Moorside Road

Winchester

Hampshire

SO23 7RX

EXECUTED as a DEED by
SF GROUND RENTS NO. 21G LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

...
Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

JEANNE BROWN

Address of witness

.....
PROSPECT PLACE

.....
Moorside Road

.....
Winchester

.....
Hampshire

.....
SO23 7RX

EXECUTED as a DEED by)
SF GROUND RENTS NO. 23G LIMITED)
acting by CHRISTOPHER JARVIS)
in the presence of:)

.....
Director

Signature of witness

.....
.....

Name of witness

(in BLOCK CAPITALS)

JOANNE BEAUMONT.....

Address of witness

.....
PROSPECT PLACE

.....
~~Moorside Road~~.....

Winchester

.....
~~Hampshire~~.....

SO23 7RX

EXECUTED as a DEED by
SF GROUND RENTS NO. 22G LIMITED

acting by CHRISTOPHER JARVIS
in the presence of:

.....
Director

Signature of witness

.....
.....

Name of witness
(in BLOCK CAPITALS)

JOANNE BEAUN

Address of witness

.....
PROSPECT PLACE
.....
Moorside Road
.....
Winchester
.....
Hampshire
.....
SO23 7RX
.....

The Security Trustee

SIGNED by PRATEEK SHARMA)
for and on behalf of)
ROTHERSAY LIFE PLC as Security Trustee)

.....