

# MR01

## Particulars of a charge

14859/13



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

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

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

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

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

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

☒ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record



A07

\*A2GS7XMR\*

12/09/2013

#177

COMPANIES HOUSE

THURSDAY

### 1 Company details

Company number 0 0 7 3 2 9 9 3

Company name in full GEOPOST UK LIMITED

4

For official use

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 0 3 0 0 8 2 0 1 3

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

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

Name GOODMAN LOGISTICS DEVELOPMENTS (UK) LIMITED  
(COMPANY NUMBER 03921188)

Name

Name

Name

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

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

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## Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

Please use a continuation page if you need to enter more details

Description

THE FREEHOLD PROPERTY AT HINCKLEY COMMERCIAL PARK, HINCKLEY WHICH FORMS PART OF TITLE NUMBERS LT357952, LT340852, LT444747 AND LT350518

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### Fixed charge or fixed security

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

☒ Yes

☐ No

6

### Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

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### Negative Pledge

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

☒ Yes

☐ No

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Particulars of a charge

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**Trustee statement ①**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X

Wrayne + Co Ltd

X

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

MR01

## Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name 2086861/Sarah Galvin

Company name  
Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C 1 N 2 S W

Country

DX DX 155790 BLOOMSBURY 8

Telephone 08709031000

**Certificate**

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

**Checklist**

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

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

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

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

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

**For companies registered in Scotland**

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

**For companies registered in Northern Ireland**

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

**Further information**

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

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



**FILE COPY**

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

Company number. 732993

Charge code. 0073 2993 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th August 2013 and created by GEOPOST UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th September 2013

DX

Given at Companies House, Cardiff on 13th September 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

30 August

2013

GOODMAN LOGISTICS DEVELOPMENTS (UK) LIMITED

(1)

and

GEOPOST UK LIMITED

(2)

---

LEGAL CHARGE  
relating to development of Hinckley  
Commercial Park, Hinckley

---

I certify that, save for material redacted pursuant to  
s 859G of the Companies Act 2006, this copy instrument  
is a correct copy of the original instrument

Signed

Wraye + Collie

Date

11/9/13

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THIS LEGAL CHARGE dated

30 August

2013

and made

BETWEEN:

- (1) GEOPOST UK LIMITED (a company incorporated in England and Wales with company number 732993) whose registered office is at Roebuck Lane, Smethwick, West Midlands, B66 1BY (the "Mortgagor"); and
- (2) GOODMAN LOGISTICS <sup>DEVELOPMENTS</sup> (UK) LIMITED (a company incorporated in England and Wales with company number 03921188) and whose registered office at Arlington House, Arlington Business Park, Theale, Reading, RG7 4SA (the "Mortgagee").

Wf Co  
LLP with  
authority

WITNESSES as follows:

1 Interpretation

1.1 In this Deed, unless the context otherwise requires:

"Charged Assets" means all the property and rights of the Mortgagor described in clause 3.1;

"Default Notice" means a written notice served by the Mortgagor to the Mortgagee following any default by the Mortgagee to pay any of the Secured Obligations in accordance with the Development Agreement and such Default Notice will specify the amount to be paid and give the Mortgagee 5 working days in which to comply with the Default Notice;

"Default Rate" means 3% above the base lending rate of The Royal Bank of Scotland plc from time to time;

"Development Agreement" means the development agreement dated 13 August 2013 entered into between (1) the Mortgagee (2) the Mortgagor and (3) Goodman Limited,

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind,

"Enforcement Date" means the date of expiry of the Default Notice or, if earlier, means the date on which the Mortgagor suffers an Event of Insolvency;

"Event of Insolvency" means any one or more of the following events:

- (i) the Mortgagor ceases or threatens to cease to carry on or disposes or threatens to dispose of its business or a material part of its business; or
- (ii) the Mortgagor makes a proposal for a voluntary arrangement under Part 1 of the Insolvency Act 1986 or enters into or seeks to enter into any other form of composition or arrangement with its creditors whether in whole or in part; or
- (iii) an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice has been given of the



intention to appoint an administrator by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or by the Mortgagor or its directors in respect of the Mortgagor; or

- (iv) an administrative or other receiver is appointed in respect of the whole or part of the undertaking of the Mortgagor; or
- (v) a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Mortgagor (except in the case of a reconstruction or amalgamation which has the prior written approval of the Mortgagee);

"Property" means all the property the particulars of which are set out in schedule 1 and references to the Property include where relevant any one or more of such assets and any part of such assets;

"Receiver" means any one or more receivers and/or managers appointed by the Mortgagee pursuant to this Deed in respect of the Mortgagor or over all or any of the Charged Assets;

"Secured Obligations" means the moneys covenanted to be paid or discharged by the Mortgagor pursuant to clause 19 of the Development Agreement not exceeding thirty one million pounds (£31,000,000) (which shall reduce by and on each payment made by the Mortgagor pursuant to clause 19 of the Development Agreement) but excluding any Retention Sums (as defined by the Development Agreement) retained on Practical Completion (as defined by the Development Agreement); and

"Statutory Agreements" any agreement, undertaking and/or obligation in respect of and affecting the Property (whether or not also affecting other property) which is expressed to be made under section 106 of the Town and Country Planning Act 1990 and/or section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or section 111 of the Local Government Act 1972 and/or section 38 and/or section 278 of the Highways Act 1980 and/or section 18 of the Public Health Act 1936 and/or sections 98-101 and/or section 104 of the Water Industry Act 1991 or any provision to the same or similar intent and/or any agreement with a water undertaker and/or a drainage undertaker (within the meaning of the Water Act 1989) or other appropriate authority as to water supply or drainage of surface water and/or foul water from the Property (whether or not also affecting other property) or an agreement with any competent authority or body relating to other services.

#### 1.2 Successors and assigns

The expression "Mortgagor" includes, where the context admits, its successors.

#### 1.3 Headings

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.

#### 1.4 Construction of certain terms

In this Deed, unless the context otherwise requires:

- (a) references to clauses and the schedules are to be construed as references to the clauses of, and the schedules to, this Deed and references to this Deed include its schedules;
- (b) reference to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties;
- (c) words importing the plural shall include the singular and vice versa and the masculine shall include the feminine and vice versa;
- (d) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- (e) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time; and
- (f) where the expression "Mortgagor" includes more than one person the expression shall include each and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this Deed.

#### 1.5 Effect as a deed

This deed is intended to take effect as a deed notwithstanding that the Mortgagee may have executed it under hand only.

#### 1.6 Third Party Rights

No other person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

### 2 Covenant to Pay

The Mortgagor hereby covenants that it will discharge and pay to the Mortgagee the Secured Obligations when the same become due for payment or discharge in accordance with the provisions of the Development Agreement.

### 3 Charges

#### 3.1 Fixed Charge

The Mortgagor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations hereby charges to the Mortgagee by way of legal mortgage the Property and all buildings and fixtures from time to time on such property together with all rights, easements and privileges appurtenant to, or benefiting, the same.

#### 3.2 The Land Registry

The Mortgagor hereby applies to the Chief Land Registrar for the registration of the following restriction against the registered title specified in schedule 1:

"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 10 August 2013 in favour of Goodman Logistics Developments (UK) Limited referred to in the charges register or their conveyancer that the provisions of Schedule 2 of the Charge dated 30 August 2013 have been complied with or that they do not apply to the disposition".

#### 4 Undertakings

##### 4.1 Undertakings

The Mortgagor hereby undertakes with the Mortgagee that during the continuance of this security the Mortgagor will comply with the undertakings set out in schedule 2.

##### 4.2 Power to remedy

If the Mortgagor at any time defaults in complying with any of its obligations contained in this Deed and shall fail to remedy the same following service of a Default Notice, the Mortgagee shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Mortgagor hereby irrevocably authorises the Mortgagee and his agents by way of security to do all such things (including, without limitation, entering the Mortgagor's property) necessary or desirable in connection therewith. Any moneys properly so expended by the Mortgagee shall be repayable by the Mortgagor to the Mortgagee on demand. No exercise by the Mortgagee of his powers under this clause 4.2 shall make him liable to account as a mortgagee in possession.

#### 5 Further Assurance

The Mortgagor shall if and when at any time required by the Mortgagee execute such further Encumbrances and assurances in favour of the Mortgagee (such further assurances to be prepared by or on behalf of the Mortgagee at the reasonable and proper expense of the Mortgagor and contain a clause excluding the restrictions contained in section 103 Law of Property Act 1925 ) and do all such acts and things as the Mortgagee shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same

#### 6 Certain powers of the Mortgagee: Enforcement

##### 6.1 Powers on enforcement

At any time on or after the Enforcement Date, the Mortgagee may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

## 6.2 Statutory power of leasing

The Mortgagee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Mortgagee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.

## 7 Appointment and Powers of Receiver

### 7.1 Appointment

At any time on or after the Enforcement Date or if requested by the Mortgagor, the Mortgagee may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Charged Assets or any part thereof. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Mortgagee may specify to the contrary in the appointment. The Mortgagee may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place. In this clause 7 a "qualified person" is a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any Mortgagor with respect to which he is appointed or, as the case may be, an administrative receiver of any such Mortgagor.

### 7.2 Receiver as agent

Any Receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration.

### 7.3 Powers of Receiver

Any Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and power on behalf and at the reasonable and proper expense of the Mortgagor to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Charged Assets or any part thereof. In particular (but without limitation) a Receiver shall have power to do all or any of the following acts and things:

- (a) Take possession: take possession of, collect and get in all or any of the Charged Assets,
- (b) Manage Property: manage, develop, alter, improve or reconstruct the Property or concur in so doing, buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property;
- (c) Dispose of assets: without the restrictions imposed by section 103 Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as it may think fit with full power to convey, let, surrender, accept

surrenders or otherwise transfer or deal with such Charged Assets in the name and on behalf of the Mortgagor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor (or other estate owner) if it shall consider it necessary or expedient so to do;

- (d) Compromise contracts: make any arrangement or compromise or enter into or cancel any contracts which it shall think expedient;
- (e) Repair and maintain assets: make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as it may think fit and maintain, renew, take out or increase insurances;
- (f) Appoint employees: appoint managers, agents, officers and employees for any of the purposes referred to in this clause 7.3 or to guard or protect the Charged Assets at such salaries and commissions and for such periods and on such terms as it may determine and may dismiss the same;
- (g) Exercise statutory leasehold powers: without any further consent by or notice to the Mortgagor exercise for and on behalf of the Mortgagor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or the Agricultural Holdings Act or any other legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- (h) Legal proceedings: institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as it may think fit;
- (i) Execute documents: sign any document, execute any deed and do all such other acts and things as may be considered by it to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security created by or pursuant to this Deed and to use the name of the Mortgagor for all the purposes aforesaid;
- (j) Insolvency Act powers: do all the acts and things described in Schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "company" referred to the Mortgagor.

#### 7.4 Remuneration

The Mortgagee may from time to time determine the reasonable and proper remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

### 8 Application of Proceeds; Purchasers

#### 8.1 Application of proceeds

All moneys received by the Mortgagee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Mortgagee in his absolute discretion may from time to time conclusively determine.

## 8.2 Protection of purchasers

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Mortgagee or any Receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

## 9 Indemnities; Costs and Expenses

### 9.1 Enforcement costs

Following any Enforcement Event, the Mortgagor hereby undertakes with the Mortgagee to pay on demand all reasonable and proper costs, charges and expenses incurred by the Mortgagee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Mortgagor (both before and after judgment).

### 9.2 No liability as mortgagee in possession

Neither the Mortgagee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

## 10 Effect of Enforcement Date

On the Enforcement Date, all Secured Obligations of the Mortgagor shall immediately become payable on demand.

## 11 Power of Attorney

### 11.1 Power of attorney

The Mortgagor by way of security hereby irrevocably appoints each of the Mortgagee and any Receiver severally to be its attorney in its name and on its behalf:

- (a) to execute and complete any documents or instruments which the Mortgagee or such Receiver may require for perfecting the title of the Mortgagee to the Charged Assets or for vesting the same in the Mortgagee, its nominees or any purchaser;
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 5; 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 Mortgagee or a Receiver under this Deed or which may be deemed expedient by the Mortgagee or a Receiver in connection with any disposition, realisation or getting in by the Mortgagee or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed.

#### 11.2 Ratification

The Mortgagor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in clause 11.1 shall do or purport to do in the exercise of his powers under such clause.

#### 12 Release of Charge

If and when no further Secured Obligations are due to the Mortgagee and the Mortgagor has paid all Secured Obligations which have become due to the Mortgagee, the Mortgagee will at the request and reasonable cost of the Mortgagor release the Property from this Legal Charge

#### 13 Continuing Security and Other Matters

This Deed and the obligations of the Mortgagor under this Deed shall:

- (a) secure the Secured Obligations from time to time owing to the Mortgagee by the Mortgagor and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future Encumbrance, right or remedy held by or available to the Mortgagee; and
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Mortgagee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable.

#### 14 Settlements Conditional

Any release, discharge or settlement between the Mortgagor and the Mortgagee shall be conditional upon no security, disposition or payment to the Mortgagee by the Mortgagor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Mortgagee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

#### 15 Miscellaneous

##### 15.1 Remedies Cumulative

No failure or delay on the part of the Mortgagee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

15.2 Statutory power of leasing

During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Mortgagor in relation to the Charged Assets or any part thereof.

15.3 Successors and assigns

Any appointment or removal of a Receiver under clause 7 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of the Mortgagee and accordingly the Mortgagor hereby irrevocably appoints each successor and assign of the Mortgagee to be his attorney in the terms and for the purposes set out in clause 11.

15.4 Provisions severable

Each of the provisions of this Deed is severable and distinct from the others and if any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.

16 Notices

16.1 Mode of service

Any notice, communication or demand for payment by the Mortgagee to the Mortgagor under this Deed shall be in writing and shall be delivered personally or sent by post to the address given in the Sale Agreement or such other address as may be notified in writing. Proof of posting or despatch of any notice, communication or demand shall be deemed to be proof of receipt.

16.2 Notices conclusive

Any such notice or demand or any certificate as to the amount at any time secured by the Deed shall be conclusive and binding upon the Mortgagor if signed by the Mortgagee.

17 Law

This Deed shall be governed by and shall be construed in accordance with English law.

18 Statutory Agreements

The Mortgagee shall as and when requested by the Mortgagor in writing execute any Statutory Agreements required during the Mortgagor's development of the Property in its capacity as mortgagee only and to give its consent to the completion of the Statutory Agreements.



19     Non-assignment

The Mortgagee cannot assign the benefit of this Legal Charge.

IN WITNESS whereof this Deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Deed.

Schedule 1

Property

The freehold property at Hinckley Commercial Park, Hinckley as edged red on the plan attached to this Deed and forming part of title numbers LT357952, LT340852, LT444747 and LT350518.

## Schedule 2

### Undertakings

#### 1 Possession of Property:

Not without the prior consent in writing of the Mortgagee (such consent not to be unreasonably withheld or delayed save in the case of any disposal being a sale of the freehold interest or long lease exceeding the term of 35 years) to dispose of the Property or any estate or interest in it or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person:

- a) to be registered (jointly with the Mortgagor or otherwise) as proprietor under the Land Registration Acts of the Property nor create or permit to arise any overriding interest affecting the same within the definition in those Acts; or
- b) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property;

PROVIDED THAT these provisions shall not apply to:-

- a) any disposals required pursuant to any Statutory Agreement or any disposal of a sub-station site within the Property,
- b) any licence granted to the Mortgagee pursuant to the terms of the Development Agreement or to the GeoPost Contractors (as that term is defined in the Development Agreement); and
- c) any sharing of occupation of the Property with the Mortgagor's subsidiary company, Interlink Express Parcels Ltd.

#### 2 Encumbrances and disposals:

Not (without the prior written consent of the Mortgagee) create or purport to create or permit to subsist any mortgage, debenture, charge (other than a floating charge) or pledge upon or permit any Encumbrance to arise on or affect any part of the Charged Assets.

**Execution**

Executed as a DEED by GOODMAN )  
LOGISTICS DEVELOPMENTS (UK) )  
LIMITED acting by two directors )  
or by one director and the )  
secretary )

Director  
Signature:  
Name:

Director/Secretary  
Signature:  
Name:

Executed as a DEED by GEOPOST UK )  
LIMITED acting by two directors or by )  
one director and the secretary )

Director  
Signature:  
Name:



Director/Secretary  
Signature:  
Name:



DATED

30 August

2013

GOODMAN LOGISTICS DEVELOPMENTS (UK) LIMITED (1)

and

GEOPOST UK LIMITED (2)

---

LEGAL CHARGE  
relating to development of Hinckley  
Commercial Park, Hinckley

---

I certify that, save for material redacted pursuant to  
s 859G of the Companies Act 2006, this copy instrument  
is a correct copy of the original instrument.

Signed Wojciech X G L L P Date 11/9/13

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THIS LEGAL CHARGE dated

30 August

2013

and made

BETWEEN:

- (1) GEOPOST UK LIMITED (a company incorporated in England and Wales with company number 732993) whose registered office is at Roebuck Lane, Smethwick, West Midlands, B66 1BY (the "Mortgagor"), and
- (2) GOODMAN LOGISTICS <sup>(DEVELOPMENTS)</sup> (UK) LIMITED (a company incorporated in England and Wales with company number 03921188) and whose registered office at Arlington House, Arlington Business Park, Theale, Reading, RG7 4SA (the "Mortgagee").

WtCo  
CLY

WITNESSES as follows:

1 Interpretation

1.1 In this Deed, unless the context otherwise requires:

"Charged Assets" means all the property and rights of the Mortgagor described in clause 3.1;

"Default Notice" means a written notice served by the Mortgagor to the Mortgagee following any default by the Mortgagee to pay any of the Secured Obligations in accordance with the Development Agreement and such Default Notice will specify the amount to be paid and give the Mortgagee 5 working days in which to comply with the Default Notice;

"Default Rate" means 3% above the base lending rate of The Royal Bank of Scotland plc from time to time;

"Development Agreement" means the development agreement dated 13 August 2013 entered into between (1) the Mortgagee (2) the Mortgagor and (3) Goodman Limited;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind;

"Enforcement Date" means the date of expiry of the Default Notice or, if earlier, means the date on which the Mortgagor suffers an Event of Insolvency;

"Event of Insolvency" means any one or more of the following events:

- (i) the Mortgagor ceases or threatens to cease to carry on or disposes or threatens to dispose of its business or a material part of its business; or
- (ii) the Mortgagor makes a proposal for a voluntary arrangement under Part 1 of the Insolvency Act 1986 or enters into or seeks to enter into any other form of composition or arrangement with its creditors whether in whole or in part; or
- (iii) an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice has been given of the

intention to appoint an administrator by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or by the Mortgagor or its directors in respect of the Mortgagor; or

- (iv) an administrative or other receiver is appointed in respect of the whole or part of the undertaking of the Mortgagor; or
- (v) a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Mortgagor (except in the case of a reconstruction or amalgamation which has the prior written approval of the Mortgagee);

"Property" means all the property the particulars of which are set out in schedule 1 and references to the Property include where relevant any one or more of such assets and any part of such assets;

"Receiver" means any one or more receivers and/or managers appointed by the Mortgagee pursuant to this Deed in respect of the Mortgagor or over all or any of the Charged Assets;

"Secured Obligations" means the moneys covenanted to be paid or discharged by the Mortgagor pursuant to clause 19 of the Development Agreement not exceeding thirty one million pounds (£31,000,000) (which shall reduce by and on each payment made by the Mortgagor pursuant to clause 19 of the Development Agreement) but excluding any Retention Sums (as defined by the Development Agreement) retained on Practical Completion (as defined by the Development Agreement); and

"Statutory Agreements" any agreement, undertaking and/or obligation in respect of and affecting the Property (whether or not also affecting other property) which is expressed to be made under section 106 of the Town and Country Planning Act 1990 and/or section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or section 111 of the Local Government Act 1972 and/or section 38 and/or section 278 of the Highways Act 1980 and/or section 18 of the Public Health Act 1936 and/or sections 98-101 and/or section 104 of the Water Industry Act 1991 or any provision to the same or similar intent and/or any agreement with a water undertaker and/or a drainage undertaker (within the meaning of the Water Act 1989) or other appropriate authority as to water supply or drainage of surface water and/or foul water from the Property (whether or not also affecting other property) or an agreement with any competent authority or body relating to other services.

## 1.2 Successors and assigns

The expression "Mortgagor" includes, where the context admits, its successors.

## 1.3 Headings

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.

## 1.4 Construction of certain terms

In this Deed, unless the context otherwise requires:



- (a) references to clauses and the schedules are to be construed as references to the clauses of, and the schedules to, this Deed and references to this Deed include its schedules;
- (b) reference to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties;
- (c) words importing the plural shall include the singular and vice versa and the masculine shall include the feminine and vice versa;
- (d) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- (e) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time; and
- (f) where the expression "Mortgagor" includes more than one person the expression shall include each and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this Deed.

#### 1.5 Effect as a deed

This deed is intended to take effect as a deed notwithstanding that the Mortgagee may have executed it under hand only.

#### 1.6 Third Party Rights

No other person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

### 2 Covenant to Pay

The Mortgagor hereby covenants that it will discharge and pay to the Mortgagee the Secured Obligations when the same become due for payment or discharge in accordance with the provisions of the Development Agreement.

### 3 Charges

#### 3.1 Fixed Charge

The Mortgagor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations hereby charges to the Mortgagee by way of legal mortgage the Property and all buildings and fixtures from time to time on such property together with all rights, easements and privileges appurtenant to, or benefiting, the same.

#### 3.2 The Land Registry

The Mortgagor hereby applies to the Chief Land Registrar for the registration of the following restriction against the registered title specified in schedule 1:

"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 Goodman Logistics Developments (UK) Limited referred to in the charges register or their conveyancer that the provisions of Schedule 2 of the Charge dated [ ] have been complied with or that they do not apply to the disposition".

#### 4 Undertakings

##### 4.1 Undertakings

The Mortgagor hereby undertakes with the Mortgagee that during the continuance of this security the Mortgagor will comply with the undertakings set out in schedule 2.

##### 4.2 Power to remedy

If the Mortgagor at any time defaults in complying with any of its obligations contained in this Deed and shall fail to remedy the same following service of a Default Notice, the Mortgagee shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Mortgagor hereby irrevocably authorises the Mortgagee and his agents by way of security to do all such things (including, without limitation, entering the Mortgagor's property) necessary or desirable in connection therewith. Any moneys properly so expended by the Mortgagee shall be repayable by the Mortgagor to the Mortgagee on demand. No exercise by the Mortgagee of his powers under this clause 4.2 shall make him liable to account as a mortgagee in possession.

#### 5 Further Assurance

The Mortgagor shall if and when at any time required by the Mortgagee execute such further Encumbrances and assurances in favour of the Mortgagee (such further assurances to be prepared by or on behalf of the Mortgagee at the reasonable and proper expense of the Mortgagor and contain a clause excluding the restrictions contained in section 103 Law of Property Act 1925 ) and do all such acts and things as the Mortgagee shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same.

#### 6 Certain powers of the Mortgagee: Enforcement

##### 6.1 Powers on enforcement

At any time on or after the Enforcement Date, the Mortgagee may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

## 6.2 Statutory power of leasing

The Mortgagee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Mortgagee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.

## 7 Appointment and Powers of Receiver

### 7.1 Appointment

At any time on or after the Enforcement Date or if requested by the Mortgagor, the Mortgagee may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Charged Assets or any part thereof. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Mortgagee may specify to the contrary in the appointment. The Mortgagee may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place. In this clause 7 a "qualified person" is a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any Mortgagor with respect to which he is appointed or, as the case may be, an administrative receiver of any such Mortgagor.

### 7.2 Receiver as agent

Any Receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration.

### 7.3 Powers of Receiver

Any Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and power on behalf and at the reasonable and proper expense of the Mortgagor to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Charged Assets or any part thereof. In particular (but without limitation) a Receiver shall have power to do all or any of the following acts and things:

- (a) Take possession: take possession of, collect and get in all or any of the Charged Assets;
- (b) Manage Property: manage, develop, alter, improve or reconstruct the Property or concur in so doing; buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property;
- (c) Dispose of assets: without the restrictions imposed by section 103 Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as it may think fit with full power to convey, let, surrender, accept

surrenders or otherwise transfer or deal with such Charged Assets in the name and on behalf of the Mortgagor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor (or other estate owner) if it shall consider it necessary or expedient so to do;

- (d) Compromise contracts: make any arrangement or compromise or enter into or cancel any contracts which it shall think expedient;
- (e) Repair and maintain assets: make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as it may think fit and maintain, renew, take out or increase insurances;
- (f) Appoint employees: appoint managers, agents, officers and employees for any of the purposes referred to in this clause 7.3 or to guard or protect the Charged Assets at such salaries and commissions and for such periods and on such terms as it may determine and may dismiss the same;
- (g) Exercise statutory leasehold powers: without any further consent by or notice to the Mortgagor exercise for and on behalf of the Mortgagor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or the Agricultural Holdings Act or any other legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised,
- (h) Legal proceedings: institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as it may think fit;
- (i) Execute documents: sign any document, execute any deed and do all such other acts and things as may be considered by it to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security created by or pursuant to this Deed and to use the name of the Mortgagor for all the purposes aforesaid;
- (j) Insolvency Act powers: do all the acts and things described in Schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "company" referred to the Mortgagor.

#### 7.4 Remuneration

The Mortgagee may from time to time determine the reasonable and proper remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

### 8 Application of Proceeds; Purchasers

#### 8.1 Application of proceeds

All moneys received by the Mortgagee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Mortgagee in his absolute discretion may from time to time conclusively determine.

## **8.2 Protection of purchasers**

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Mortgagee or any Receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

## **9 Indemnities; Costs and Expenses**

### **9.1 Enforcement costs**

Following any Enforcement Event, the Mortgagor hereby undertakes with the Mortgagee to pay on demand all reasonable and proper costs, charges and expenses incurred by the Mortgagee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Mortgagor (both before and after judgment).

### **9.2 No liability as mortgagee in possession**

Neither the Mortgagee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

## **10 Effect of Enforcement Date**

On the Enforcement Date, all Secured Obligations of the Mortgagor shall immediately become payable on demand.

## **11 Power of Attorney**

### **11.1 Power of attorney**

The Mortgagor by way of security hereby irrevocably appoints each of the Mortgagee and any Receiver severally to be its attorney in its name and on its behalf:

- (a) to execute and complete any documents or instruments which the Mortgagee or such Receiver may require for perfecting the title of the Mortgagee to the Charged Assets or for vesting the same in the Mortgagee, its nominees or any purchaser;
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 5; 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 Mortgagee or a Receiver under this Deed or which may be deemed expedient by the Mortgagee or a Receiver in connection with any disposition, realisation or getting in by the Mortgagee or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed.

#### 11.2 Ratification

The Mortgagor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in clause 11.1 shall do or purport to do in the exercise of his powers under such clause.

#### 12 Release of Charge

If and when no further Secured Obligations are due to the Mortgagee and the Mortgagor has paid all Secured Obligations which have become due to the Mortgagee, the Mortgagee will at the request and reasonable cost of the Mortgagor release the Property from this Legal Charge.

#### 13 Continuing Security and Other Matters

This Deed and the obligations of the Mortgagor under this Deed shall:

- (a) secure the Secured Obligations from time to time owing to the Mortgagee by the Mortgagor and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future Encumbrance, right or remedy held by or available to the Mortgagee; and
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Mortgagee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable.

#### 14 Settlements Conditional

Any release, discharge or settlement between the Mortgagor and the Mortgagee shall be conditional upon no security, disposition or payment to the Mortgagee by the Mortgagor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Mortgagee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

#### 15 Miscellaneous

##### 15.1 Remedies Cumulative

No failure or delay on the part of the Mortgagee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy

15.2 Statutory power of leasing

During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Mortgagor in relation to the Charged Assets or any part thereof.

15.3 Successors and assigns

Any appointment or removal of a Receiver under clause 7 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of the Mortgagee and accordingly the Mortgagor hereby irrevocably appoints each successor and assign of the Mortgagee to be his attorney in the terms and for the purposes set out in clause 11.

15.4 Provisions severable

Each of the provisions of this Deed is severable and distinct from the others and if any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.

16 Notices

16.1 Mode of service

Any notice, communication or demand for payment by the Mortgagee to the Mortgagor under this Deed shall be in writing and shall be delivered personally or sent by post to the address given in the Sale Agreement or such other address as may be notified in writing. Proof of posting or despatch of any notice, communication or demand shall be deemed to be proof of receipt.

16.2 Notices conclusive

Any such notice or demand or any certificate as to the amount at any time secured by the Deed shall be conclusive and binding upon the Mortgagor if signed by the Mortgagee.

17 Law

This Deed shall be governed by and shall be construed in accordance with English law.

18 Statutory Agreements

The Mortgagee shall as and when requested by the Mortgagor in writing execute any Statutory Agreements required during the Mortgagor's development of the Property in its capacity as mortgagee only and to give its consent to the completion of the Statutory Agreements.

19     Non-assignment

The Mortgagee cannot assign the benefit of this Legal Charge.

IN WITNESS whereof this Deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Deed.



## Schedule 1

### Property

The freehold property at Hinckley Commercial Park, Hinckley as edged red on the plan attached to this Deed and forming part of title numbers LT357952, LT340852, LT444747 and LT350518.

## Schedule 2

### Undertakings

#### 1 Possession of Property:

Not without the prior consent in writing of the Mortgagee (such consent not to be unreasonably withheld or delayed save in the case of any disposal being a sale of the freehold interest or long lease exceeding the term of 35 years) to dispose of the Property or any estate or interest in it or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person:

- a) to be registered (jointly with the Mortgagor or otherwise) as proprietor under the Land Registration Acts of the Property nor create or permit to arise any overriding interest affecting the same within the definition in those Acts; or
- b) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property,

PROVIDED THAT these provisions shall not apply to:-

- a) any disposals required pursuant to any Statutory Agreement or any disposal of a sub-station site within the Property;
- b) any licence granted to the Mortgagee pursuant to the terms of the Development Agreement or to the GeoPost Contractors (as that term is defined in the Development Agreement); and
- c) any sharing of occupation of the Property with the Mortgagor's subsidiary company, Interlink Express Parcels Ltd.

#### 2 Encumbrances and disposals:

Not (without the prior written consent of the Mortgagee) create or purport to create or permit to subsist any mortgage, debenture, charge (other than a floating charge) or pledge upon or permit any Encumbrance to arise on or affect any part of the Charged Assets.

Execution

Executed as a DEED by GOODMAN )  
LOGISTICS DEVELOPMENTS (UK) )  
LIMITED acting by two directors )  
or by one director and the )  
secretary )

Director  
Signature:  
Name:

Director/Secretary  
Signature:  
Name:

Executed as a DEED by GEOPOST UK )  
LIMITED acting by two directors or by )  
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Director  
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