



**Registration of a Charge**

Company name: **NORTHERN TRUST COMPANY LIMITED**

Company number: **00735621**



X7LHC5XT

Received for Electronic Filing: **24/12/2018**

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**Details of Charge**

Date of creation: **21/12/2018**

Charge code: **0073 5621 0192**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED (SECURITY AGENT)**

Brief description: **LAND AND BUILDINGS ON THE WEST SIDE OF PACIFIC ROAD,  
BOOTLE, TITLE NUMBER MS232131 (PLEASE SEE DEED FOR FURTHER  
PROPERTY DETAILS)**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or  
undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**GATELEY PLC**



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

Company number: 735621

Charge code: 0073 5621 0192

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2018 and created by NORTHERN TRUST COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2018 .

Given at Companies House, Cardiff on 28th December 2018

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

DATED 21 December 2018

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**SUPPLEMENTAL DEED**

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THIS SUPPLEMENTAL DEED is dated *21 December* 2018 and made between:

- (1) NORTHERN TRUST COMPANY LIMITED, registration number 00735621 as the borrower (the "**Chargor**");
- (2) SITUS ASSET MANAGEMENT LIMITED as agent of the other Finance Parties (the "**Agent**"); and
- (3) SITUS ASSET MANAGEMENT LIMITED (the "**Security Agent**", which expression includes its successors and assigns, as security agent for the benefit of the Finance Parties).

**BACKGROUND:**

- (A) This deed is supplemental to a Fixed and Floating Security Document (the "**Principal Debenture**") dated 20 June 2017.
- (B) The Security Agent and the Chargor intend this document to take effect as a deed (even though the Agent and the Security Agent only execute it under hand).
- (C) The Security Agent holds the benefit of this Supplemental Deed for the Finance Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

**Construction**

- 1.1 Capitalised terms defined in the Principal Debenture have the same meaning in this Supplemental Deed unless expressly defined in this Supplemental Deed.
- 1.2 The provisions of clause 1.2 (*Construction*) of the Principal Debenture apply to this Supplemental Deed as though they were set out in full in this Supplemental Deed except that references to the Principal Debenture will be construed as references to this Supplemental Deed.
- 1.3 The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Supplemental Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Supplemental Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

**2. CHARGE OF NEW PROPERTY**

- 2.1 The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges to the Security Agent (as trustee for the Finance Parties) by way of legal mortgage, the property as set out in the Schedule to this Supplemental Deed together with all buildings, erections and fixtures (including trade fixtures but excluding tenant's fixtures) and fixed plant and machinery for the time being thereon and all improvements and additions thereto and all easements, rights and licences appurtenant thereto, subject to and with the benefit of all existing leases, underleases, tenancies, agreements to lease, rights, covenants and conditions affecting the same but otherwise free from Security (the "**Security Assets**"); provided always that the Security Agent shall not, as a result of the charges pursuant to this Clause 2.1, become or be deemed to have become a mortgagee in possession or have imposed on it any of the liabilities as would be imposed on it were it a mortgagee in possession.
- 2.2 The Chargor shall promptly:
  - 2.2.1 submit to the Land Registry the duly completed Form RX1 requesting a restriction in the form specified by the Security Agent to be entered on the register of title to the property charged pursuant to Clause 2.1 above; and
  - 2.2.2 pay all appropriate registration fees,or, if the Security Agent gives notice to the Chargor that the Security Agent will submit the relevant forms to the Land Registry, the Chargor shall promptly provide the Security Agent

with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees.

3. **PRINCIPAL DEBENTURE**

The Principal Debenture shall henceforth be read in conjunction with this Supplemental Deed and all terms thereof are deemed to be incorporated into this Supplemental Deed as if set out in full herein (with all necessary modifications).

4. **GOVERNING LAW**

- 4.1 This Supplemental Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.

5. **ENFORCEMENT**

- 5.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed (including a dispute regarding the existence, validity or termination of this Supplemental Deed) (a "**Dispute**").
- 5.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party will argue to the contrary.
- 5.3 This Clause 5 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings related to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

6. **DESIGNATION**

This Supplemental Deed is designated a Security Document and a Finance Document.

This Supplemental Deed has been duly delivered on the date stated at the beginning of this Supplemental Deed.

## SCHEDULE

Title Number	Registered Proprietor	Leasehold/ Freehold	Property Description
MS232131	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the west side of Pacific Road, Bootle.
MS137420	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the south west side of Irlam Road, Bootle.
MS137418	Northern Trust Company Limited	Absolute Freehold	land and buildings on the east side of Rimrose Road, Bootle.
MS135322	Northern Trust Company Limited	Absolute Freehold	Land on the west and east side of Pacific Road, Bootle.



Signatures

The Chargor

EXECUTED AS A DEED by  
NORTHERN TRUST COMPANY LIMITED

By: Patrick L. Hemmings  
Title: Director

[Redacted Signature]

in the presence of:

Witness Signature:

[Redacted Signature]

Witness Name:

J A Cowell

Witness Address:

64 Wood Lane, Heskeri, Chorley PR7 5NU

Witness Occupation:

Secretary

Address:

Fax:

Attention:

**The Agent**

**SIGNED by SITUS ASSET MANAGEMENT  
LIMITED**

By:  
Title:

**The Security Agent**

**SIGNED by SITUS ASSET MANAGEMENT  
LIMITED**

By:

Title: