



Registration of a Charge

Company Name: **NORTHERN TRUST COMPANY LIMITED**

Company Number: **00735621**



Received for filing in Electronic Format on the: **22/04/2022**

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Details of Charge

Date of creation: **20/04/2022**

Charge code: **0073 5621 0201**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description: **THE REAL PROPERTY SPECIFIED IN THE INSTRUMENT INCLUDING 1-29 (INCLUSIVE), ST DAVIDS SQUARE, FENGATE, PETERBOROUGH (PE1 5QA) WITH TITLE NUMBER CB90520 (ABSOLUTE FREEHOLD). FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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

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:

LINKLATERS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 735621

Charge code: 0073 5621 0201

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2022 and created by NORTHERN TRUST COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd April 2022 .

Given at Companies House, Cardiff on 28th April 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**

Fixed and floating security document

Dated 20 April 2022

created by

THE COMPANIES LISTED IN SCHEDULE 1 HERETO

as the Chargors

in favour of

SITUS ASSET MANAGEMENT LIMITED

acting as the Security Agent

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THIS DEED is dated 20 April 2022 and made between:

- (1) THE COMPANIES listed in Schedule 1 (*The Chargors*) as the chargors (the "**Chargors**"); and
- (2) 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) Each Chargor is entering into this Deed in connection with the Finance Documents.
- (B) The Board of Directors of each Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of each Chargor and its business.
- (C) The Security Agent and each Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (D) The Security Agent holds the benefit of this Deed on trust for the Finance Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1. **INTERPRETATION**

1.1 **Definitions**

In this Deed, unless a contrary indication appears, terms used in the Facility Agreement have the same meanings and construction and:

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986.

"Assigned Contract" means any agreement assigned, or expressed to be assigned, to the Security Agent pursuant to Clause 3.2 (*Assignments*).

"Bank Accounts" means the Accounts and, in relation to each Chargor, all its rights, title and interest from time to time in and to all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Charged Assets" means the assets from time to time subject, or are expressed to be subject, to the Charges or any part of those assets.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to this Deed.

"CREST" means the relevant system (within the meaning of the Uncertificated Securities Regulations) operated by Euroclear UK and Ireland Limited.

"Currency of Account" means the currency in which the relevant indebtedness is denominated or, if different, is payable.

"Delegate" means a delegate or sub-delegate appointed under Clause 19.2 (*Delegation*).

"Event of Default" shall have the meaning given to it in the Facility Agreement.

"Facility Agreement" means the facility agreement dated 4 April 2022 between, among others Northern Trust Company Limited as the Borrower, the Guarantors named in it, M&G Investment Management Limited as Arranger, the Original Lenders named in it and Situs Asset Management Limited as Agent and Security Agent.

"Finance Document" shall have the meaning given to it in the Facility Agreement.

"Finance Party" shall have the meaning given to it in the Facility Agreement.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus owned in any way by a Chargor.

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest and all Related Rights but, in the case of Northern Trust Company Limited, does not include any contract or policy of insurance in which it has an interest (or any interest of it in any contract or policy of insurance), or any Related Rights of it in any such contract or policy of insurance, that relates to any property or asset owned by a person that is not an Obligor or a member of the Group or otherwise relates to or is connected with any person that is not an Obligor or a member of the Group.

"Intellectual Property" of a Chargor means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest and all Related Rights (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Investments" of a Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest and all Related Rights.

"**LPA**" means the Law of Property Act 1925.

"**Party**" means a party to this Deed.

"**Real Property**" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon), and all Related Rights.

"**Receiver**" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

"**Related Rights**" means, in relation to a Charged Asset:

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Charged Asset;
- (b) any moneys or proceeds paid or payable deriving from that Charged Asset;
- (c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Charged Asset;
- (d) any awards or judgments in favour of a Chargor in relation to that Charged Asset; and
- (e) any other assets deriving from, or relating to, that Charged Asset.

"**Secured Liabilities**" means all present and future liabilities and obligations at any time due, owing or incurred by the Chargor or an Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling under this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by the Chargor or any Obligor of a payment, prepayment, repayment, redemption, defeasance or discharge of those liabilities or obligations on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"**Secured Party**" means a Finance Party, a Receiver or any Delegate.

"**Shares**" means, in relation to a Chargor, all its right, title and interest from time to time in and to:

- (a) the shares described in Schedule 4 (*Shares*) and any other shares issued to it in the future by any person identified in Schedule 4 (*Shares*) as issuer of any such shares;

- (b) warrants, options and other rights to subscribe for, purchase or otherwise acquire any such shares; and
- (c) any other securities or investments deriving from any such shares or any rights attaching or relating to any such shares,

in each case, including any rights against any custodian, nominee, clearing system or other similar person holding any such right, title or interest on its behalf, and all dividends and other Related Rights.

"Subordinated Debt Documents" means any agreement entered into by an Obligor at any time evidencing any indebtedness or liability of any nature whatsoever owed by an Obligor to any creditor whose rights are subordinated pursuant to a Subordination Agreement.

"Uncertificated Securities Regulations" means the Uncertificated Securities Regulations 2001.

"Winding-up" means winding-up, amalgamation, reconstruction, administration, dissolution, liquidation, merger or consolidation or any analogous procedure or step in any jurisdiction.

1.2 **Incorporation of defined terms**

Unless a contrary indication appears, terms defined in the Facility Agreement have the same meanings in this Deed.

1.3 **Construction**

- (a) Any reference in this Deed to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.
- (b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed, except that references to the Facility Agreement shall be construed as references to this Deed.

1.4 **Third Party Rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **"Third Parties Act"**) to enforce or to enjoy the benefit of any term of this Deed.
- (b) 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 Deed at any time.

2. **UNDERTAKING TO PAY**

2.1 **Payment of Secured Liabilities**

Each Chargor shall pay each of its Secured Liabilities when due in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Agent.

2.2 **Proportionate payment**

Each sum appropriated by the Security Agent in accordance with the Finance Documents in or towards payment of a particular part of the Secured Liabilities shall to the extent of that

appropriation discharge each Chargor's obligations in respect of that part of the Secured Liabilities both to any Finance Party to which the same is owed and to the Security Agent.

3. **SECURITY INTERESTS**

3.1 **Creation of security interests**

Each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities (whether of that or any other Chargor), charges in favour of the Security Agent (as trustee for the Finance Parties):

- (a) by way of first legal mortgage, all Real Property in England and Wales (described in Part I of Schedule 3 (*Real Property*)) now belonging to it;
- (b) by way of legal mortgage, all Real Property in England and Wales (described in Part II of Schedule 3 (*Real Property*));
- (c) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future and to the extent not validly and effectively mortgaged under sub-paragraphs (a) and (b) above, all Real Property in England and Wales owned by it on the date of this Deed;
- (d) by way of first fixed charge, all its Shares; and
- (e) by way of first fixed charge, all its present and future rights, title and interest in and to:
 - (i) Book Debts;
 - (ii) Bank Accounts to the extent not validly and effectively assigned under Clause 3.2 (*Assignments*) below;
 - (iii) Investments;
 - (iv) uncalled capital and goodwill;
 - (v) Intellectual Property;
 - (vi) beneficial interest in any pension fund;
 - (vii) plant and machinery (except that mortgaged or charged by paragraphs (a) to (c) above);
 - (viii) rights under any contract or other document relating to or in any way connected with the appointment of any managing agent of any Real Property;
 - (ix) rights under any agreement relating to the purchase of Real Property;
 - (x) rights under any agreement for the sale of any Charged Asset;
 - (xi) benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset specified in any other sub-paragraph of this Clause and the right to recover and receive all compensation which may be payable in respect of them;
 - (xii) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery,

equipment, fixtures and fittings now or in future on the Real Property and/or by any other person under contract with or under a duty to each Chargor in respect of them;

- (xiii) future easements and other rights at any time vested in, or conferred on, each Chargor in connection with or otherwise for the benefit of the Charged Assets;
- (xiv) (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*)) all rights under any collateral warranty;
- (xv) (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*)) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits;
- (xvi) (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*)) all rights under each Lease Document; and
- (xvii) (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*)) all rights under each Subordinated Debt Document.

3.2 **Assignments**

Each Chargor, with full title guarantee, assigns absolutely to the Security Agent (as trustee for the Finance Parties) all its present and future rights, title and interest in and to:

- (a) all Rental Income;
- (b) all Sale Proceeds;
- (c) any Lease Document;
- (d) any Bank Account;
- (e) any existing collateral warranty;
- (f) the Subordinated Debt Documents;
- (g) any guarantee of Rental Income contained in or relating to a Lease Document;
- (h) any agreements, contracts and Insurances relating to Real Property, including all moneys payable to that Chargor;
- (i) any claims, awards and judgments in favour of that Chargor, under or in connection with any Transaction Documents and agreements, contracts and Insurances relating to Real Property;
- (j) all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances); and
- (k) its Real Property (except those charged by paragraphs (a) to (c) of Clause 3.1 (*Creation of security interests*)), including all rights against all past, present and future undertenants of its Real Property and their respective guarantors and sureties.

3.3 **Miscellaneous**

A reference in this Deed to a Charge of any freehold or leasehold property includes:

- (a) all buildings and Fixtures on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

4. **FLOATING CHARGE**

4.1 **Creation**

Each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities (whether of that or any other Chargor), charges in favour of the Security Agent (as trustee for the Finance Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged or assigned by Clause 3 (*Security interests*)).

4.2 **Qualifying Floating Charge**

- (a) The floating charge created by each Chargor pursuant to Clause 4.1 (*Creation*) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed.

4.3 **Ranking**

The floating charge created by each Chargor ranks:

- (a) behind all the fixed charges created by each Chargor; but
- (b) in priority to any other Security over the Charged Assets of that Chargor except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*).

4.4 **Conversion by notice**

- (a) Except as provided below, the Security Agent may convert any floating charge into a fixed charge (either generally or specifically) by notice to the relevant Chargor specifying the relevant Charged Assets:
 - (i) if it considers in good faith it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
 - (ii) while an Event of Default is continuing.
- (b) Subject to paragraph (c) below, the floating charge created by this Clause 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.
- (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.

4.5 **Automatic conversion**

If:

- (a) any Chargor takes any step to create any Security in breach of Clause 6.1 (*Security*) over any of the Charged Assets subject to a floating charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed charge.

5. **NORTHERN TRUST COMPANY ACCOUNTS**

The Parties confirm that monies held by Northern Trust Company Limited on trust for, or otherwise held on behalf of, persons that are not Chargors and in respect of which no Chargor is the beneficial owner do not constitute Charged Assets. The rights (beneficial or otherwise), title and interest of any person that is not a Chargor in or to any such monies will not be affected or prejudiced by any provision of any Finance Document or any Security created hereunder.

6. **RESTRICTIONS AND FURTHER ASSURANCE**

6.1 **Security**

No Chargor shall create or permit to subsist any Security over the Charged Assets, nor do anything else prohibited by clause 20.4 (*Negative pledge*) of the Facility Agreement, except as permitted by that clause.

6.2 **Disposal**

No Chargor shall (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except as permitted by the Facility Agreement.

6.3 **Further assurance**

Each Chargor shall promptly do whatever the Security Agent reasonably requires:

- (a) to perfect or protect the Charges or the priority of the Charges; or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any filings, applications, registrations and, if a Default is continuing, giving any notice, order or direction.

7. **REAL PROPERTY**

7.1 **Acquisition**

Each Chargor shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, any Real Property.

7.2 **Documents**

Each Chargor shall ensure that all title deeds and documents relating to that Chargor's present and future Real Property are held in accordance with the terms of the Facility Agreement.

7.3 Existing Real Property

In the case of a Chargor's existing Real Property in England and Wales, that Chargor shall:

- (a) promptly apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and registration of that Chargor as proprietor of that Real Property;
- (b) promptly apply to the Land Registry to register the first legal mortgage created by paragraphs (a) and (b) of Clause 3.1 (*Creation of security interests*) and notice of all other Charges;
- (c) promptly 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 the title to that Real Property in respect of the Charge created by paragraph (a) and (b) of Clause 3.1 (*Creation of security interests*); and
- (d) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees.

7.4 Future Real Property

In the case of a Chargor's future Real Property in England and Wales, that Chargor shall:

- (a) promptly apply to the Land Registry for first registration of the title to that Real Property (where that Real Property is not already registered at the Land Registry) and registration of that Chargor as proprietor of that Real Property;
- (b) promptly apply to the Land Registry to register the first fixed equitable charge created by paragraph (c) of Clause 3.1 (*Creation of security interests*);
- (c) promptly apply to the Land Registry requesting a restriction in the form specified by the Security Agent to be entered on the register of the title to that Real Property in respect of the Charge created by paragraph (c) of Clause 3.1 (*Creation of security interests*); and
- (d) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees.

7.5 Unregistered Real Property

In the case of a Chargor's Real Property in England and Wales, both present and future, which is not registered at the Land Registry and is not required to be so registered, that Chargor will promptly apply to register this Deed and the Charges at the Land Charges Registry if the title deeds and documents are not deposited with the Security Agent.

7.6 Legal charge

As security for the Secured Liabilities, each Chargor shall promptly execute and deliver to the Security Agent such legal charge of such of its Real Property from time to time in England and/or

Wales as the Security Agent requires (such legal charge to be on terms not more onerous than the terms of this Deed). The relevant Chargor shall promptly apply to the Land Registry for registration of any such legal charge in the same way as set out in paragraphs (a) – (d) of Clause 7.3 (*Existing Real Property*), unless the Security Agent gives notice to that Chargor in relation to registration of such legal charge in the same way as set out in Clause 7.3 (*Existing Real Property*).

7.7 Title Information Document

On completion of the registration of any Charge pursuant to this Clause 7, the relevant Chargor shall promptly supply to the Security Agent a certified copy of the relevant Title Information Document issued by the Land Registry.

8. BOOK DEBTS

8.1 Collection

Each Chargor shall promptly collect all Book Debts in accordance with the terms of the Facility Agreement and shall hold the proceeds of collection on trust for the Secured Parties.

8.2 Payment into designated Bank Account(s)

Each Chargor (other than Northern Trust Company Limited) shall promptly pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into a Bank Account in accordance with the terms of the Facility Agreement. Northern Trust Company Limited shall comply with the terms of the Facility Agreement in connection with the payment of moneys received by it in relation to any Property or any other Obligor.

8.3 Restrictions on dealing with Book Debts

Without prejudice and in addition to Clauses 6.1 (*Security*), 6.2 (*Disposal*) and 6.3 (*Further assurance*):

- (a) except for the Charges, no Chargor shall create or permit to subsist any Security over, nor do anything else prohibited by clause 20.4 (*Negative pledge*) of the Facility Agreement in respect of, all or any part of any of its Book Debts other than as permitted by clause 20.4 (*Negative pledge*) of the Facility Agreement; and
- (b) except as required by Clause 6.3 (*Further assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts other than as permitted by clause 20.4 (*Negative pledge*) of the Facility Agreement.

9. BANK ACCOUNTS

9.1 Restriction on Bank Accounts

No Chargor shall have any Bank Accounts other than those from time to time permitted by the Facility Agreement.

9.2 Withdrawals

- (a) No Chargor shall make any withdrawal from any Bank Account except in accordance with, or in relation to any Permitted Account, as not prohibited by, clause 22 (*Accounts*) of the Facility Agreement.

- (b) If an amount is withdrawn from a Bank Account in accordance with the terms of paragraph (a) above, that amount shall be automatically released from the fixed charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed charge on that Bank Account.

9.3 **Restrictions on dealing with Bank Accounts**

Without prejudice and in addition to Clauses 6.1 (*Security*), 6.2 (*Disposal*) and 6.3 (*Further assurance*):

- (a) except for the Charges, no Chargor shall create or have outstanding any Security over, nor do anything else prohibited by clause 20.4 (*Negative pledge*) of the Facility Agreement in respect of, all or any part of any of its Bank Accounts; and
- (b) except as required by Clause 6.3 (*Further assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts.

9.4 **Documents**

Each Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Bank Accounts (other than a bank account held by Northern Trust Company Limited in which monies are held on trust for, or otherwise held on behalf of, persons that are not Chargors and in respect of which no Chargor is the beneficial owner) as the Security Agent reasonably requires, including any notice (in the form set out in Schedule 5 (*Form of Notice of Assignment of Bank Accounts*)) to the relevant bank or financial institution of the Charges over them.

9.5 **Notice of assignment**

Each Chargor shall on the date of this Deed give notice of the assignments in paragraph (d) of Clause 3.2 (*Assignments*) (other than in relation to a bank account held by Northern Trust Company Limited in which monies are held on trust for, or otherwise held on behalf of, persons that are not Chargors and in respect of which no Chargor is the beneficial owner) substantially in the form set out in Schedule 5 (*Form of Notice of Assignment of Bank Accounts*) and shall use its reasonable endeavours to ensure that each recipient of any notice promptly signs and returns the relevant form of acknowledgement.

10. **INVESTMENTS**

10.1 **Documents**

Each Chargor shall:

- (a) except to the extent the Security Agent notifies that Chargor from time to time to the contrary, deposit with the Security Agent, or as it directs, all certificates representing its Investments; and
- (b) execute and/or deliver to the Security Agent such other documents relating to its Investments, including transfers of Investments executed in blank, as the Security Agent reasonably requires,

in each case, other than such certificates and documents relating to Whittle Jones Group Limited, Barrington Court Management Company Limited, Farriers Place Management Company Limited and The Woodlands (Bowness Drive) Management Company Limited.

10.2 Voting before enforcement

Subject to Clause 10.3 (*Voting after enforcement*), each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit, provided that:

- (a) it does so for a purpose not inconsistent with any Finance Document; and
- (b) the exercise of or failure to exercise those rights would not prejudice the interests of any Secured Party under any Finance Document.

10.3 Voting after enforcement

At any time while an Event of Default is continuing:

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment in such manner as it or he sees fit; and
- (b) each Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights.

10.4 Power of attorney

If any Investment of a Chargor is not held in that Chargor's name, that Chargor shall promptly deliver to the Security Agent an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by the person in whose name that Investment is held. That power of attorney shall appoint the Security Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent requires.

11. INTELLECTUAL PROPERTY

11.1 Maintenance

Each Chargor shall take all necessary action to safeguard and maintain its present and future ownership and rights in connection with all Intellectual Property used in or necessary for its business, including observing all related material covenants and stipulations, obtaining all necessary registrations and commencing and prosecuting in a commercially reasonable manner all appropriate infringement actions. It will also take reasonable steps necessary to maintain all registered design, patent and trade mark registrations held by it, including payment of renewal fees.

11.2 Grant

No Chargor shall grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Intellectual Property.

12. INSURANCE

12.1 Maintenance

Each Chargor shall maintain such Insurances in respect of its Charged Assets, in respect of such risks as are required to be maintained under the provisions of clause 21.6 (*Insurance*) of the Facility Agreement and shall otherwise comply with the terms of that clause.

12.2 Notice of assignment

Each Chargor shall on the date of this Deed give notice of the assignments in paragraph (j) of Clause 3.2 (*Assignments*) substantially in the form set out in Schedule 6 (*Form of Notice of Assignment of Insurances*). The Security Agent shall not have the power to give notice to any insurer to whom a notice has been served pursuant to the foregoing sentence in relation to the application of insurance proceeds as set out in the notice to such insurer unless an Event of Default is continuing.

13. ASSIGNED CONTRACTS

13.1 Documents

Each Chargor shall on written request by the Security Agent (acting reasonably) deliver to the Security Agent a copy of any Assigned Contract as then in effect, and shall promptly deliver such other documents relating to such Assigned Contract as the Security Agent may reasonably request.

13.2 Notice of Assignment

Subject to Clause 9 (*Bank Accounts*) and Clause 12 (*Insurance*), each Chargor shall promptly, upon request of the Security Agent following a Default (such request to specify the Assigned Contract to which it relates), give notice of the assignments in Clause 3.2 (*Assignments*) substantially in the form set out in Schedule 7 (*Form of Notice of Assignment of Assigned Contracts*) and shall use its reasonable endeavours to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice.

13.3 Chargor Still Liable

Each Chargor shall remain liable to perform all its obligations under the Assigned Contracts. Neither the Security Agent nor any Delegate shall be under any obligation or liability to the Chargor or any other person under or in respect of any Assigned Contract.

13.4 No Variation etc.

No Chargor shall:

- (a) amend, vary or waive (or agree to amend, vary or waive) any provision of any Assigned Contract;
- (b) exercise any right to rescind, cancel or terminate any Assigned Contract;
- (c) release any counterparty from any obligations under any Assigned Contract;
- (d) waive any breach by any counterparty or consent to any act or omission which would otherwise constitute such a breach; or
- (e) novate, transfer or assign any of its rights under any Assigned Contract,

except as in accordance with or not prohibited by the provisions of the Facility Agreement.

13.5 Breach

Each Chargor shall notify the Security Agent of:

- (a) any material breach of or a material default under an Assigned Contract by it or any other party; and
- (b) any right of it or any other party arising to terminate or rescind an Assigned Contract, promptly on becoming aware of the same if it would have an adverse effect on the interests of a Secured Party.

13.6 Performance of Obligations

Subject to the provisions of the Facility Agreement, each Chargor shall perform all its obligations under each Assigned Contract.

13.7 Exercise of Rights

Subject to the provisions of the Facility Agreement, each Chargor shall exercise all its rights, powers and discretions under each Assigned Contract.

13.8 Information

The relevant Chargor shall promptly provide the Security Agent with any information it reasonably requires in relation to any Assigned Contract.

14. SHARES

14.1 Notification

Each Chargor shall promptly notify the Security Agent of:

- (a) its acquisition of, or agreement to acquire, any Share;
- (b) the declaration, payment, receipt, offer or issue of any Related Right in respect of any Share excluding any cash dividend; and
- (c) any intention of which it becomes aware for any Share to be held in uncertificated form and to be transferable through CREST.

14.2 Documents

Each Chargor shall on the date of this Deed and, where Shares are acquired by it after the date of this Deed, on the date of that acquisition:

- (a) deliver to the Security Agent, or as it directs, and the Security Agent shall be entitled to hold, all certificates and other documents of title or evidence of ownership in relation to its Shares; and
- (b) deliver to the Security Agent, or as it directs, and the Security Agent shall be entitled to hold, transfers of the Shares, each executed in blank, and other documents relating to the Shares reasonably required by the Security Agent.

14.3 **Voting before enforcement**

At any time prior to the occurrence of an Event of Default which is continuing each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share provided that:

- (a) it does so for a purpose not inconsistent with any Finance Document; and
- (b) the exercise of or, as the case may be, the failure to exercise those rights would not have a material adverse effect on the value of the relevant Shares or the Charged Assets or the ability of the Security Agent to realise the Charges and would not otherwise prejudice the interests of any Secured Party under any Finance Document.

14.4 **Voting after enforcement**

At any time while an Event of Default is continuing and the Security Agent has given notice to the relevant Chargor that it intends to exercise its rights under this Clause 14.4:

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share; and
- (b) each Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights.

14.5 **Cash dividends before enforcement**

At any time prior to the occurrence of an Event of Default which is continuing no Chargor shall be entitled to retain any cash dividend deriving from the Shares except as permitted by clause 20.17 (*Restricted payments*) of the Facility Agreement.

14.6 **Cash dividends after enforcement**

At any time while an Event of Default is continuing each Chargor shall hold any cash dividend deriving from the Shares received by it on trust for the Secured Parties and transfer or pay the same immediately to the Security Agent or as it may direct.

14.7 **Shares held by nominees of Chargors**

If any Share is held in the name of a nominee of a Chargor, that Chargor shall promptly upon request by the Security Agent deliver to it an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by that nominee. That power of attorney shall appoint the Security Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent requires.

14.8 **Communications**

Each Chargor shall promptly upon request by the Security Agent deliver to it a copy of each circular, notice, report, set of accounts or other document received by it or its nominee relating to any of its Shares required to be delivered by applicable law.

14.9 **Payment of calls**

- (a) Each Chargor shall promptly pay all calls or other payments in respect of any of its Shares.

- (b) If a Chargor does not comply with paragraph (a) above, the Security Agent may pay that call or other payment on behalf of that Chargor.
- (c) The relevant Chargor shall immediately on request by the Security Agent reimburse the Security Agent for any payment made by the Security Agent under this Clause 14.9.

15. GENERAL UNDERTAKINGS

15.1 Access

Each Chargor shall ensure that representatives of the Security Agent (with or without surveyors, workmen and others) are able at all reasonable times to view the condition of any of its Charged Assets on request by the Security Agent (acting reasonably).

15.2 No other prejudicial conduct

No Chargor shall do, or permit to be done, anything which could prejudice the Charges.

16. REPRESENTATIONS AND WARRANTIES

Each Chargor:

- (a) makes the representations and warranties set out in clause 17 (*Representations*) of the Facility Agreement and made by it under that clause to the Security Agent on the date of this Deed; and
- (b) represents and warrants to the Security Agent that the assets listed in Schedule 3 (*Real Property*) and Schedule 4 (*Shares*) in respect of that Chargor are all of the relevant class of assets in which it has an interest (other than (i) the Permitted Disposal Properties; (ii) the share(s) of Whittle Jones Group Limited, Barrington Court Management Company Limited, Farriers Place Management Company Limited and The Woodlands (Bowness Drive) Management Company Limited and (iii) the leasehold property known as Cambridge Industrial Area, Cottenham Lane, Salford, Greater Manchester M7 1AY (GM458725)).

17. ENFORCEMENT

17.1 When enforceable

As between the Chargors and the Security Agent the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable, while an Event of Default is continuing.

17.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

17.3 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed.

18. APPOINTMENT AND RIGHTS OF RECEIVERS

18.1 Appointment of receivers

(a) Except as provided below, if:

- (i) requested by any Chargor;
- (ii) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Chargor; or
- (iii) any other Event of Default is continuing (whether or not the Security Agent has taken possession of the Charged Assets),

without any notice or further notice, the Security Agent may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.

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

18.2 Scope of appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 2 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

18.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 18 shall have the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act, and shall also have the rights set out in Schedule 2 (*Rights of Receivers*).

18.4 Agent of Chargor

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

18.5 Remuneration

The Security Agent may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

19. **SECURITY AGENT'S RIGHTS**

19.1 **Same rights as Receiver**

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an Administrator after the Charges become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

19.2 **Delegation**

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

20. **ORDER OF APPLICATION**

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Charges shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law, in the following order of priority:

- (a) in discharging any sums owing to the Security Agent, any Receiver or any Delegate;
- (b) in or towards the payment of the Liabilities in accordance with clause 29.5 (*Partial payments*) of the Facility Agreement; and
- (c) the balance, if any, in payment or distribution to the Chargor.

21. **LIABILITY OF THE SECURITY AGENT, RECEIVERS AND DELEGATES**

21.1 **Possession**

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 21.2 (*Security Agent's liability*), the Security Agent shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of any Chargor.

21.2 **Security Agent's liability**

Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor, any Finance Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default or omission of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Finance Documents except to the extent caused by its or his own negligence or wilful misconduct.

22. **POWER OF ATTORNEY**

22.1 **Appointment**

Each Chargor by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which that Chargor is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets); and
- (b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under any Finance Document, the LPA or the Insolvency Act.

22.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 22.1 (*Appointment*).

23. **PROTECTION OF THIRD PARTIES**

23.1 **No duty to enquire**

No person dealing with the Security Agent, any other Finance Party, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or
- (d) as to the application of any money borrowed or raised.

23.2 **Protection to purchasers**

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Finance Party, any Receiver or any Delegate.

24. **SECURITY AGENT PROVISIONS**

24.1 **Exercise of powers and authority**

The Security Agent executes this Deed as security agent in the exercise of the powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Finance Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations,

indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.

24.2 No fiduciary duties

The Security Agent shall not owe any fiduciary duties to any Party or any of their directors, employees, agents or affiliates.

24.3 Instructions

Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

25. SAVING PROVISIONS

25.1 Continuing Security

Subject to Clause 26 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

25.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation or otherwise, without limitation, the liability of each Chargor and the Charges shall continue or be reinstated as if the discharge, release or arrangement had not occurred.

25.3 Waiver of defences

Neither the obligations of each Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document or any of the Charges (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with any Chargor, any Obligor or other person;
- (b) the release of any Chargor, any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, any Obligor or any other person;

- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

25.4 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

25.5 Appropriations

Until all the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

25.6 Deferral of Chargors' rights

Until all the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other Chargor for or any other provider of Security for or guarantor of any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any guarantee or other security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which a Chargor has given a guarantee, undertaking or indemnity;
- (e) to exercise any right of set-off against any Obligor; and/or

(f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 20 (*Order of Application*).

25.7 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party.

26. DISCHARGE OF SECURITY

26.1 Final redemption

Subject to Clause 26.2 (*Retention of security*), if the Security Agent is satisfied that all the Secured Liabilities have been irrevocably paid in full and that all facilities which might give rise to Secured Liabilities have terminated, the Security Agent shall at the request and reasonable cost of the Chargors release, reassign or discharge (as appropriate) the Charged Assets from the Charges.

26.2 Retention of security

If the Security Agent reasonably considers that any amount paid or credited to any Secured Party under any Finance Document is capable of being avoided or otherwise set aside on the Winding-up of any Chargor or any other person, or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid.

26.3 Consolidation

Section 93 of the LPA shall not apply to the Charges.

27. ENFORCEMENT EXPENSES

27.1 Expenses

Each Chargor shall, within three Business Days of demand, pay to the Security Agent the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by any Secured Party in relation to any Finance Document in connection with the protection, realisation, enforcement or preservation of any rights under or in connection with this Deed, or, at any time while an Event of Default is continuing, any consideration by the Security Agent as to whether to realise or enforce the same, and/or the costs and expenses reasonably incurred in connection with any amendment, waiver, consent or release of any Finance Document and/or any other document referred to in this Deed.

27.2 VAT

Clause 11.7 (VAT) of the Facility Agreement shall apply as if it were set out in full in this Deed, save that references in that clause to "Finance Party" shall be treated in this Deed as being to "Secured Party".

28. PAYMENTS

28.1 Demands

Any demand for payment made by any Secured Party shall, in the absence of manifest error, be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

28.2 Payments

All payments by any Chargor under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent may direct.

28.3 Continuation of accounts

At any time after:

- (a) the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets of any Chargor; or
- (b) the presentation of a petition or the passing of a resolution in relation to the Winding-up of any Chargor other than as permitted under the Facility Agreement,

any Secured Party may open a new account in the name of that Chargor with that Secured Party (whether or not it permits any existing account to continue). If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which that Chargor is party.

28.4 Joint and several liability

The liability of each Chargor under this Deed shall be joint and several. Each agreement and undertaking of any Chargor shall be construed accordingly.

28.5 Tacking

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

29. RIGHTS, WAIVERS AND DETERMINATIONS

29.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail.

29.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, Receiver or Delegate, any right or remedy under any Finance Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

29.3 Determinations

Any determination by or certificate of any Finance Party or any Receiver or Delegate under any Finance Document is, in the absence of manifest error, prima facie of the matters to which it relates.

30. SEPARATE AND INDEPENDENT OBLIGATIONS

The Security created by each Chargor by or in connection with any Finance Document is separate from and independent of the Security created or intended to be created by any other Chargor by or in connection with any Finance Document.

31. INDEMNITIES

31.1 Environmental indemnity

Each Chargor shall indemnify each Secured Party against any and all costs, losses, liabilities or expenses together with any associated VAT incurred by each Secured Party arising (directly or indirectly) out of or in connection with:

- (a) any actual or alleged breach of or liability under Environmental Law by any member of the Group or affecting any property currently or previously owned, leased, occupied or controlled by any member of the Group (including any offsite waste management or disposal location utilised by any member of the Group);
- (b) any responsibility on the part of any Secured Party in respect of any clean-up, repair or other corrective action in relation to any such actual or alleged breach or liability; or
- (c) the business or any Real Property of any Chargor.

31.2 Indemnities separate

Each indemnity in this Deed shall:

- (a) constitute a separate and independent obligation from the other obligations in this Deed;
- (b) give rise to a separate and independent cause of action;
- (c) apply irrespective of any indulgence granted by any Secured Party;
- (d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Liability or any other judgment or order; and
- (e) apply whether or not any claim under it relates to any matter disclosed by any Chargor or otherwise known to any Secured Party.

32. COUNTERPARTS

This Deed 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 this Deed.

33. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

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

SCHEDULE 1
THE CHARGORS

Name of Chargor	Registration number (or equivalent, if any)
Northern Trust Group Limited	02776907
Brad Estates Limited	03001669
Northern Trust Company Limited	00735621
Metacre Limited	02125465
Lanley Developments Limited	02225041

SCHEDULE 2

RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 18 (*Appointment and rights of Receivers*) shall have the right, either in his own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

(a) **Enter into possession**

to take possession of, get in and collect the Charged Assets, and to require payment to him or to any Finance Party of any Book Debts or credit balance on any Bank Account;

(b) **Carry on business**

to manage and carry on any business of that Chargor;

(c) **Contracts**

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party;

(d) **Deal with Charged Assets**

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph (e) (*Hive down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);

(e) **Hive down**

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto;

(f) **Borrow money**

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise);

(g) **Covenants and guarantees**

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them;

(h) **Dealings with tenants**

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph (e) (*Hive down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in

accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets);

(i) **Rights of ownership**

to manage and use the Charged Assets and to exercise and do (or permit that Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets;

(j) **Insurance, repairs, improvements etc.**

to insure the Charged Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets;

(k) **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of that Chargor or relating to the Charged Assets;

(l) **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of that Chargor;

(m) **Redemption of Security**

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets;

(n) **Employees etc.**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor;

(o) **Insolvency Act**

to exercise all powers set out in Schedule 1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed; and

(p) **Other powers**

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which the relevant Chargor is party, the LPA or the Insolvency Act.

SCHEDULE 3**REAL PROPERTY****Part I**

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
CB90520	Northern Trust Company Limited	Absolute Freehold	1-29 (inclusive), St Davids Square, Fengate, Peterborough (PE1 5QA)
CE120499	Northern Trust Company Limited	Absolute Leasehold	Site BT115/12-17 Riverside Park Industrial Estate, Middlesbrough
CE131596	Northern Trust Company Limited	Absolute Leasehold	Collingwood Court, Riverside Park, Middlesbrough (TS2 1RP)
CE67872	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the North side of Thomlinson Road, Hartlepool
CE78022	Northern Trust Company Limited	Absolute Freehold	Land on the North side of Thomlinson Road, Hartlepool
CE81115	Northern Trust Company Limited	Absolute Freehold	Land at Vaughan Court, Stapylton Street, Middlesbrough (TS6 7BJ)
CH121936	Northern Trust Company Limited	Good Leasehold	Land lying to the east of Grenfell Street, Widnes
CH191727	Northern Trust Company Limited	Absolute Freehold	Units at Everite Road Industrial Estate, Widnes (WA8 8RA)
CH285364	Northern Trust Company Limited	Absolute Freehold	Units 1 to 13 (inclusive) Windle Court, Clayhill Light Industrial Estate, Neston (CH64 3UH)
CH295071	Northern Trust Company Limited	Good Leasehold	Land lying to the West of Waterloo Road, Widnes
CH295073	Northern Trust Company Limited	Absolute Freehold	Land lying to the West of Waterloo Road, Widnes
CH300609	Northern Trust Company Limited	Absolute Freehold	7 - 8 Willow Court, West Quay Road, Winwick, Warrington WA2 8UF

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
CH338913	Northern Trust Company Limited	Absolute Freehold	106, 110, 112, 114, 114A, 116, 116A, 118, 122, 124A, 126, 130, 132 and 132B Widnes Road, Widnes (WA8 6AX) and land on the east side of Grenfell Street, Widnes
CH360933	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the West side of St Michaels Road, Widnes
CH378252	Northern Trust Company Limited	Absolute Freehold	Units 1 to 4 Rokeby Court, Manor Park, Runcorn (WA7 1RW)
CH389822	Northern Trust Company Limited	Good Leasehold	120 Widnes Road, Widnes (WA8 6AX)
CH402123	Northern Trust Company Limited	Absolute Leasehold	Arkwright Court, Arkwright Road, Astmoor Industrial Estate, Runcorn
CH497544	Northern Trust Company Limited	Absolute Freehold	Land lying to the south west of Mill Lane, Winwick, Warrington
CH523472	Northern Trust Company Limited	Absolute Freehold	Land at Millennium Court, Clayhill Industrial Park, Neston
CH525390	Northern Trust Company Limited	Absolute Freehold	Land on the north side of Warrington Road, Runcorn
CH526156	Northern Trust Company Limited	Absolute Freehold	Land at Millennium Court, Buildwas Road, Neston
CH529839	Northern Trust Company Limited	Absolute Freehold	Land on the north side of Ludlow Close, Padgate, Warrington
CH558492	Northern Trust Company Limited	Absolute Freehold	Land on the north west side of Pipe Lane, Grosvenor Business Park, Warrington
CH580042	Northern Trust Company Limited	Absolute Leasehold	Land on the west side of New Bridge Road, Ellesmere Port
CU112194	Northern Trust Company Limited	Absolute Leasehold	Unit DC283/1-3, Chapel Street Industrial Estate, Egremont

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
CU112197	Northern Trust Company Limited	Absolute Freehold	Land at Solway Trading Estate, Maryport (CA15 8NF)
CU112199	Northern Trust Company Limited	Absolute Freehold	Land and buildings at Clay Flatts Estate, Workington
CU126094	Northern Trust Company Limited	Absolute Freehold	Units 8 and 9 Sneckyeat Road Industrial Estate, Hensingham, Whitehaven
CU145546	Northern Trust Company Limited	Absolute Leasehold	Land on the south side of Ironworks Road, Barrow-in-Furness
CU165859	Northern Trust Company Limited	Absolute Leasehold	Land and buildings lying to the east of Ironworks Road, Barrow-in-Furness.
CU165860	Northern Trust Company Limited	Absolute Freehold	Land and buildings at Derwent Mills Commercial Park, Wakefield Road, Cockermouth
CU185976	Northern Trust Company Limited	Absolute Freehold	Units 3, 4 and 5 Sneckyeat Road Industrial Estate, Whitehaven
CU186509	Northern Trust Company Limited	Absolute Freehold	Land and buildings at Sneckyeat Road Industrial Estate, Whitehaven
CU203018	Northern Trust Company Limited	Absolute Freehold	Land on the west side of Unit 6 Sneckyeat Road Industrial Park, Hensingham, Whitehaven
CU219907	Northern Trust Company Limited	Possessory Freehold	Land on the north side of the A590, Ulverston
CU245473	Northern Trust Company Limited	Absolute Freehold	Land at Sneckyeat Road Industrial Estate, Whitehaven
CU28859	Northern Trust Company Limited	Absolute Freehold	Land and Buildings to the South West of Gilmour Street, Glasson Industrial Estate, Maryport
CU35195	Northern Trust Company Limited	Absolute Freehold	Land lying to the West of Cringlethwaite Terrace, Cringlethwaite

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
CU44426	Northern Trust Company Limited	Absolute Freehold	Land on the East side of Derwent Drive, Derwent Howe Industrial Estate, Workington
CU54046	Northern Trust Company Limited	Absolute Freehold	Land lying to the South West side of Sneckyeat Road, Nensingham, Whitehaven
CU75279	Northern Trust Company Limited	Absolute Freehold	Land and premises at Salterbeck, Workington
CU75359	Northern Trust Company Limited	Absolute Freehold	Unit 1a-1b, Unit 2a-2b and Unit 3a-3b-3c-3d-3e-3f, Longtown Industrial Estate, Longtown, Carlisle (CA6 5TJ)
CU75469	Northern Trust Company Limited	Absolute Freehold	Site BT264 Bridge End Estate, Egremont
CU75483	Northern Trust Company Limited	Absolute Freehold	Land at Clay Flatts Estate, Workington
CU75509	Northern Trust Company Limited	Absolute Freehold	Land lying to the North East of Sneckyeat Road, Hensingham (BT 267), Whitehaven
CU75710	Northern Trust Company Limited	Absolute Freehold	Land and buildings at Solway Estate, Maryport
CU91028	Northern Trust Company Limited	Absolute Freehold	Land on the South side of Dalton Road, Ulverston
DU104566	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the North of Front Street, South Hetton
DU104686	Northern Trust Company Limited	Absolute Freehold	Land on the North side of the A693 Road, The Drum Industrial Estate, Birtley
DU106487	Northern Trust Company Limited	Absolute Freehold	Land and buildings at Stella Gill Industrial Estate, Pelton Fell

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
DU113588	Northern Trust Company Limited	Absolute Freehold	Land lying to the West of Front Street, Trimdon
DU113599	Northern Trust Company Limited	Absolute Freehold	Land lying to the East of Salters Lane, Sedgefield
DU114533	Northern Trust Company Limited	Absolute Freehold	Land lying to the North of Front Street, South Hetton
DU115235	Northern Trust Company Limited	Absolute Freehold	Land at Tudhoe Industrial Estate, lying to the East of Front Street, Spennymoor
DU115369	Northern Trust Company Limited	Absolute Freehold	Land lying to the South West of Front Street, Fishburn
DU115562	Northern Trust Company Limited	Qualified Freehold	Land at Tudhoe Industrial Estate lying to the east of Front Street, Spennymoor
DU116784	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the east side of Chancery Lane and land and buildings on the south side of Houndgate, Darlington
DU117412	Northern Trust Company Limited	Absolute Freehold	Land lying to the east of Avenue Three, Chilton Industrial Estate, Chilton, Ferryhill
DU117609	Northern Trust Company Limited	Absolute Freehold	Units 1A and 1B and 1C and 1D Dean and Chapter Industrial Estate, Ferryhill
DU121365	Northern Trust Company Limited	Absolute Freehold	Land lying to the North East of Reading Room Street, Quarrington Hill
DU154761	Northern Trust Company Limited	Absolute Freehold Rentcharge	Land at Prospect Road, Crook Industrial Estate, Crook Co Durham
DU155585	Northern Trust Company Limited	Absolute Freehold	Land lying to the north of Esh Winning Building Supplies, Esh Winning Industrial Estate, Esh Winning, Durham (DH7 9PT)
DU165975	Northern Trust Company Limited	Absolute Freehold	Land and buildings at Leadgate Industrial Estate, Leadgate

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
DU166389	Northern Trust Company Limited	Absolute Freehold	DC188 Riverside Industrial Estate, Langley Park
DU166587	Northern Trust Company Limited	Absolute Freehold	Land and buildings to the east of Medomsley Road, Consett
DU167145	Northern Trust Company Limited	Absolute Freehold	Land lying to the North West of Front Street, Trimdon Grange
DU167736	Northern Trust Company Limited	Absolute Freehold	Villa Real Works, Bunker Hill, Medomsley, Consett
DU168845	Northern Trust Company Limited	Absolute Freehold	Land at Castle Close Industrial Estate, Crook
DU168887	Northern Trust Company Limited	Absolute Freehold	Land lying to the east side of Southgate Street, Bishop Auckland
DU176712	Northern Trust Company Limited	Absolute Freehold	Land and buildings at Beechburn Industrial Estate, Crook
DU185073	Northern Trust Company Limited	Absolute Freehold	Land lying to the East of Salters Lane, Shotton
DU185079	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the West side of Littleburn Road, Meadowfield
DU185081	Northern Trust Company Limited	Absolute Freehold	Land at Seaham Grange Industrial Estate, Seaham
DU185083	Northern Trust Company Limited	Absolute Freehold	Chilton Industrial Estate
DU185101	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the North East of Dans Castle, Tow Law
DU185102	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the North of Durham Road, Wolsingham
DU185103	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the South-East of Bondisle Way, Stanhope

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
DU185104	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the east of Front Street, Tanfield Lea, Stanley (DH9 9UU)
DU185105	Northern Trust Company Limited	Absolute Freehold	Land lying to the North of Priest Burn, Esh Winning
DU188232	Northern Trust Company Limited	Possessory Freehold	Land at Stella Gill Industrial Estate, Chester-le-Street
DU277159	Northern Trust Company Limited	Absolute Freehold	Land at NT186 Maple Way, Durham Way South, Aycliffe Industrial Park, Newton Aycliffe
DU282630	Northern Trust Company Limited	Absolute Freehold	Land at Number One Industrial Estate, Medomsley Road, Consett
DU288426	Northern Trust Company Limited	Absolute Freehold	Land at Drum Industrial Estate, Chester-le-Street
DU311705	Northern Trust Company Limited	Absolute Freehold Rentcharge	Units NT81/1, NT81/10A-10C and NT81/11A-11B, Lope Hill Road, Leadgate Industrial Estate, Consett
DU79271	Northern Trust Company Limited	Absolute Freehold	Land lying to the East of Salters Lane, Shotton
DU83286	Northern Trust Company Limited	Absolute Freehold	Land lying to the East of Salters Lane, Sedgefield
DU83513	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the South West of Front Street, Fishburn
DU85797	Northern Trust Company Limited	Absolute Freehold	Land lying to the west of Front Street, Trimdon Grange
DY234534	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the East side of Stores Road, Derby
GM371540	Northern Trust Company Limited	Good Leasehold	Land on the north east side of Waterloo Street

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
GM380907	Northern Trust Company Limited	Good Leasehold	Land and buildings on the south west side of Canada Street, Horwich
GM510399	Northern Trust Company Limited	Absolute Leasehold	Land on the North East side of Miry Lane
GM532392	Northern Trust Company Limited	Good Leasehold	Two pieces of land on and lying to the North East side of Miry Lane
GM535674	Northern Trust Company Limited	Absolute Leasehold	Land lying on the south side of Wheatlea Road
GM665203	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the South side of Butts Street, Leigh
GM776846	Northern Trust Company Limited	Absolute Freehold	1 Hillridge Road, Martland Mill Industrial Estate, Wigan (WN5 0LS)
GM848202	Northern Trust Company Limited	Absolute Freehold	Land on the north east side of Sandbrook Way, Rochdale
GM872538	Northern Trust Company Limited	Absolute Leasehold	Montford Enterprise Centre, West Ashton Street, Salford
HS107580	Northern Trust Company Limited	Absolute Freehold	Land on the South side of Rawcliffe Road, Goole (DN14 6XL)
HS202954	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the West side of Wood Carr Lane, Belton
HS222136	Northern Trust Company Limited	Absolute Freehold	Units 4, 5, 6 and 7 Birkdale Road, Bottesford
HS224298	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the North Side of Burma Drive, Marfleet Lane, Kingston upon Hull
HS224299	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the south east of Lancaster Road, Bridlington (YO15 3QY)

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
HS224301	Northern Trust Company Limited	Absolute Freehold	Land at Beels Road, Stallingborough
HS224305	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the South East side of Old Bridge Road, Hornsea (HU18 1RP)
HS224307	Northern Trust Company Limited	Absolute Freehold	Land on the North side of Oslo Road, Kingston upon Hull
HS48087	Northern Trust Company Limited	Absolute Freehold	Land on the South East side of Bessingby Way, Bridlington
HS81858	Northern Trust Company Limited	Absolute Freehold	Land at Pocklington Industrial Estate, Barmby Moor
HW136497	Northern Trust Company Limited	Absolute Freehold	Land and buildings at Sherwood Road and Sugarbrook Road, Bromsgrove
LA369634	Northern Trust Company Limited	Absolute Freehold	The Chambers, 53 Guildhall Street, Preston (PR1 3NU)
LA482189	Northern Trust Company Limited	Absolute Freehold	Land lying to the South of Walshaw Lane, Briercliffe
LA493702	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the North side of Old House Lane and land lying to the south west of Preston New Road
LA562315	Northern Trust Company Limited	Absolute Freehold	63 St Thomas's Road, Chorley (PR7 1JE)
LA564966	Northern Trust Company Limited	Absolute Freehold	57 St Thomas's Road, Chorley (PR7 1JE)
LA578891	Northern Trust Company Limited	Absolute Freehold	Storeys Decor, Southgate, White Lund Industrial Estate, Morecambe (LA3 3DA)

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
LA587000 Part of the above title hatched black according to the plan in Schedule 14 of the Facility Agreement.	Northern Trust Company Limited	Absolute Freehold	Ackhurst Business Park, Foxhole Road, Chorley (PR7 1NY)
LA664880	Northern Trust Company Limited	Absolute Freehold	Land and Buildings on the South West side of Northgate, White Lund Estate, Morecambe
LA665014	Northern Trust Company Limited	Absolute Freehold	Land on the north-east side of Crown Street and the north-west side of Richmond Street, Accrington
LA665022	Northern Trust Company Limited	Absolute Freehold	Land at Ladies Walk Industrial Estate, Lancaster
LA680684	Northern Trust Company Limited	Absolute Leasehold	Land and buildings lying to the North East of White Cross Street, Lancaster
LA688488	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the East side of Balfour Street, Leyland
LA691794	Northern Trust Company Limited	Absolute Freehold	Units 1-8 Kings Court, King Street, Leyland (PR25 2LE)
LA700275	Northern Trust Company Limited	Absolute Freehold	Land and Buildings on the South West side of Northgate, White Lund Estate, Morecambe
LA772213	Northern Trust Company Limited	Absolute Freehold	Land on the south west side of Lower Hollin Bank Street, Blackburn
LA780599	Brad Estates Limited	Absolute Freehold	Land on south side of Ackhurst Road, Chorley

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
LA784062	Northern Trust Company Limited	Absolute Freehold	Site No BT325 Blackpool and Fylde Industrial Estate, Brunel Way, Blackpool
LA873896	Northern Trust Company Limited	Absolute Freehold	Site of former Ackhurst Farm Public House, Southport Road, Chorley (PR7 1NT)
LA909881	Northern Trust Company Limited	Absolute Freehold	Plot 2E Shadsworth Business Park, Blackburn
LAN53952	Northern Trust Company Limited	Absolute Freehold	Land on the south west side of Lions Drive, Shadsworth Industrial Park, Blackburn
LAN67061	Northern Trust Company Limited	Absolute Freehold	Plot 2D, Shadsworth Business Park, Edge Nook Road, Blackburn
LL66666	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the South side of Thornton Street, Gainsborough
LL66667	Northern Trust Company Limited	Absolute Freehold	Land to the north east of Heapham Road, Gainsborough
MS168386	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the south west side of Appin Road, Birkenhead (CH41 9HH)
MS182397	Northern Trust Company Limited	Absolute Leasehold	Land on the North west side of Caldwell Drive, Liverpool
MS191900	Northern Trust Company Limited	Absolute Leasehold	Land lying to the west of Jackson Street, St Helens
MS195377	Northern Trust Company Limited	Absolute Leasehold	Land on the West side of Jackson Street, St Helens
MS329107	Northern Trust Company Limited	Good Leasehold	Land on the North-west side of Bridge Road, Litherland
MS343748	Northern Trust Company Limited	Absolute Freehold	Units BT 392/5, BT 392/6 and BT 392/7, West Float Industrial Estate, Logan Road, Wallasey

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
MS343749	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the east side of Argyle Street
MS483013	Northern Trust Company Limited	Absolute Freehold	Units 1 to 8 (inclusive) Croft Trade Park, Welton Road, Bromborough, Wirral (CH62 3PQ)
MS511159	Northern Trust Company Limited	Absolute Leasehold	Unit Bt 5033/4, Sefton Business Park, Olympic Way, Sefton Business Park, Bootle
MS531370	Northern Trust Company Limited	Absolute Leasehold	BT911/Plot 3A Wavertree Technology Park, Liverpool
MS549786	Northern Trust Company Limited	Absolute Freehold	Units, 13-32 Sutton Oak Drive, St. Helens (WA9 3PH)
MS82963	Northern Trust Company Limited	Absolute Freehold	Land on the east side of St Johns Road being the former sites of 9 to 87 (odd) St Johns Road, Bootle
ND112425	Northern Trust Company Limited	Absolute Freehold	Low Prudhoe Industrial Estate, Prudhoe
ND121432	Northern Trust Company Limited	Absolute Freehold Rentcharge	NT80/2 and NT80/7 Wooler Industrial Estate, Berwick Road, Wooler
ND68503	Northern Trust Company Limited	Absolute Freehold	Units 5A, 5B, 5C, 6A, 6B, 6C, 7A, 7B, 7C and 7D Princess Way, Prudhoe
ND68749	Northern Trust Company Limited	Absolute Freehold	Sites 8,10 and 11 Coopies Lane Industrial Estate, Morpeth
ND70362	Northern Trust Company Limited	Absolute Freehold	Land on the South side of Princess Way, Prudhoe
ND74878	Northern Trust Company Limited	Absolute Freehold Rentcharge	Site DC72/6AamB Haltwhistle Industrial Estate, Haltwhistle

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
ND79955	Northern Trust Company Limited	Absolute Freehold Rentcharge	Land to the North of site DC 72/6A and B Haltwhistle Industrial Estate, Haltwhistle
ND80159	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the north and south of Nelson Way, Cramlington
ND81327	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the east side of Nelson Road and land and buildings lying to the north of Nelson Way, Nelson Park Industrial Estate
ND81328	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the North of Cowpen Road, Blyth
ND81329	Northern Trust Company Limited	Absolute Freehold	Land lying to the North of Tyne View Road, Haltwhistle Industrial Estate, Northumberland
ND81330	Northern Trust Company Limited	Absolute Freehold	North Seaton Industrial Estate, Ashington
ND81337	Northern Trust Company Limited	Absolute Freehold	Land and buildings at the Willowtree Industrial Estate, Alnwick
ND81338	Northern Trust Company Limited	Absolute Leasehold	Land and buildings lying to the south of Butcher's Lane, Pegswood, Morpeth
ND81340	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the north of Wagtail Road, Rothbury
ND81341	Northern Trust Company Limited	Absolute Freehold	Land and buildings forming part of the Wooler Industrial Estate, Berwick Road, Wooler
ND81342	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the North of Beaufront Road, Hexham
ND81343	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the South-East of the A698, Tweedmouth

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
ND81344	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the North of the B1342, known as Units 1 to 3 Belford Industrial Estate, Station Road, Belford
ND81345	Northern Trust Company Limited	Absolute Freehold	Land and buildings at the Amble Industrial Estate, Alnwick
ND84653	Northern Trust Company Limited	Absolute Freehold	Land lying to the East of Long Drive, Loansdean, Morpeth
NN125890	Northern Trust Company Limited	Absolute Freehold	Units 1 to 6 The Midpoint Centre, Brackley
NN137011	Northern Trust Company Limited	Absolute Freehold	Land on the west side of Ward Road, Brackley
NN154158	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the south and west sides of Alvis Way, Royal Oak Industrial Estate
NN178476	Northern Trust Company Limited	Absolute Leasehold	Laurence Leyland Complex, Irthlingborough Road, Wellingborough
NN207657	Northern Trust Company Limited	Absolute Freehold	Land on the north side of Irthlingborough Road, Wellingborough
NT211340	Northern Trust Company Limited	Absolute Leasehold	Land on the East side of Brunel Drive, Newark
NYK272678	Northern Trust Company Limited	Absolute Freehold	Units 4 and 5 Dunslow Court, Dunslow Road, Eastfield, Scarborough (YO11 3XT)
SF181468	Northern Trust Company Limited	Absolute Freehold	Land on the west side of Walsall Road, Bridgtown
SF183415	Northern Trust Company Limited	Absolute Freehold	Octagon House, 236-238 Walsall Road, Cannock (WS11 0JL)
SF278711	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the South East side of Federation Road, Burslem

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
SF46446	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the North side of Bentley Lane, Walsall
SF555504	Northern Trust Company Limited	Absolute Freehold	Land on the south west side of Chatterley Road, Stoke-On-Trent
SF557675	Northern Trust Company Limited	Absolute Freehold	Land on the west side of Chatterley Road, Stoke-On-Trent
SL164314	Northern Trust Company Limited	Absolute Freehold	Land on the south side of SES Sterling Ltd, Halesfield 17, Telford (TF7 4PW)
SYK174742	Northern Trust Company Limited	Absolute Leasehold	Land lying to the South of Cliff Street, Mexborough
SYK181673	Northern Trust Company Limited	Absolute Leasehold	Land on the South side of Denaby Lane, Denaby
SYK211824	Northern Trust Company Limited	Absolute Freehold	Land on the East side of Coulman Street, Thorne
SYK213844	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the South East side of Horse Fair Green, Thorne
SYK245256	Northern Trust Company Limited	Absolute Freehold	Land on the North West side of Todwick Road, Dinnington
SYK329857	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the South side of Commercial Road, Goldthorpe
SYK482426	Northern Trust Company Limited	Absolute Freehold	Land at Aspen Way, Rotherham
SYK495021	Northern Trust Company Limited	Absolute Freehold	Land lying to the south east of Bessemer Way, Templeborough
SYK495027	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the south west side of Sandall Stones Road, Kirk Sandall
SYK496877	Northern Trust Company Limited	Absolute Leasehold	Unit 7-16 Wharnccliffe Business Park, Laithes Lane, Barnsley

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
SYK509064	Northern Trust Company Limited	Absolute Freehold	Land at Aspen Way, Rotherham
SYK550146	Northern Trust Company Limited	Absolute Freehold	Units 1 to 15 (inclusive), Redwood Court, Campbell Way, Dinnington
TY206462	Northern Trust Company Limited	Absolute Freehold	Land on the north side of Toll Bar Road, Leechmere Industrial Estate
TY247723	Northern Trust Company Limited	Absolute Freehold	BT 19/14 Paul's Way, Bede Industrial Estate, Jarrow
TY254273	Northern Trust Company Limited	Absolute Freehold	Land at Bede Industrial Estate, Jarrow
TY282190	Northern Trust Company Limited	Absolute Freehold	Land at Bede Industrial Estate, Jarrow
TY284307	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying on the south side of Jarrow Road, Bede Industrial Estate, Jarrow
TY284308	Northern Trust Company Limited	Absolute Freehold	Unit BT 87 at Sedgeleth Industrial Estate, Houghton-le-Spring
TY284309	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the south side of Riverside Road, Southwick
TY284312	Northern Trust Company Limited	Absolute Freehold	Southwick Industrial Estate, Sunderland
TY290773	Northern Trust Company Limited	Absolute Freehold Rentcharge	Land lying to the South of North Hyton Road
TY291858	Northern Trust Company Limited	Absolute Freehold Rentcharge	Unit BT 54/8 of the Riverside Road Industrial Estate, Southwick
TY301323	Northern Trust Company Limited	Absolute Freehold	Unit 18I, Cherry Way, Dubmire Industrial Estate, Houghton le Spring, (DH4 5RJ)

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
TY313450	Northern Trust Company Limited	Absolute Freehold	Land on the eastern side of Spire Road, Glover Industrial Estate, Washington
TY321283	Northern Trust Company Limited	Absolute Freehold	Units 1 to 9 (inclusive) Silverlink Business Park, The Silverlink, Wallsend
TY33629	Northern Trust Company Limited	Absolute Freehold	Land on the south side of Toll Bar Road, Sunderland
TY375948	Northern Trust Company Limited	Absolute Freehold	Unit 22/3 Wilden Road, Pattinson Industrial Estate, Washington (NE38 8QB)
TY389247	Northern Trust Company Limited	Absolute Leasehold	Douglas Court, Eleventh Avenue North, Team Valley Trading Estate, Gateshead
TY389565	Northern Trust Company Limited	Absolute Leasehold	Site No BT1/0285/7 (Douglas Court) Team Valley Trading Estate
TY415841	Northern Trust Company Limited	Absolute Leasehold	Land adjoining Site BT1/0285/7, Eleventh Avenue North, Team Valley Trading Estate, Gateshead (NE11 0NJ)
TY53083	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the South West of Boldon Lane, Middlefields, South Shields
TY54421	Northern Trust Company Limited	Absolute Freehold	Land on the South East side of Buddle Street, Wallsend
TY55519	Northern Trust Company Limited	Absolute Freehold	Land on the West side of Eldon Street, South Shields
TY77351	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the north of Toll Bar Road, Sunderland
TY82879	Northern Trust Company Limited	Absolute Freehold	Land lying to the east of Brunton Lane, Kenton

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
TY86812	Northern Trust Company Limited	Absolute Freehold	Land lying to the south-east of Leechmere Road, Leechmere Industrial Estate, Sunderland
WM120845	Northern Trust Company Limited	Absolute Freehold	Land on the south west side of New John Street, Blackheath
WM174960	Northern Trust Company Limited	Absolute Freehold	Primrose Hill Trading Estate, Cradley Road, Netherton
WM175684	Northern Trust Company Limited	Absolute Freehold	Land lying to the north west of Northcott Road, Netherton
WM203140	Northern Trust Company Limited	Absolute Freehold	The site of Tile Cross Primary Junior and Infants School, Tile Cross Road, Marston Green
WM203141	Northern Trust Company Limited	Absolute Freehold	Land on the West side of Brookvale Road
WM203145	Northern Trust Company Limited	Absolute Freehold	Land on the west side of Park Road, Hockley
WM203168	Northern Trust Company Limited	Absolute Freehold	Land on the south side of Duddeston Mill Road, Nechells
WM203171	Northern Trust Company Limited	Absolute Freehold	Land on the South West side of Armoury Road, Small Heath
WM212506	Northern Trust Company Limited	Absolute Freehold	Land on the north side of Lyndon Road, Stechford
WM239327	Northern Trust Company Limited	Good Leasehold	Land on the north west side of Brookvale Road
WM275602	Northern Trust Company Limited	Absolute Freehold	Stechford Trading Estate, Lyndon Road, Stechford
WM532685	Northern Trust Company Limited	Absolute Leasehold	114-126 (Even) Branston Street, 93-107 (Odd) Spencer Street and 30-34 (Even) Hockley Street

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
WM538843	Northern Trust Company Limited	Absolute Freehold	Two Woods Trading Estate, Talbot Lane, Netherton
WM538903	Northern Trust Company Limited	Absolute Freehold	Land on the south west side of Long Lane, Halesowen
WM605226	Northern Trust Company Limited	Absolute Freehold	Belfont Trading Estate, Mucklow Hill, Halesowen
WM686632	Northern Trust Company Limited	Absolute Leasehold	Brook Street Business Centre, Brook Street, Tipton, (DY4 9DD)
WM897550	Northern Trust Company Limited	Absolute Freehold	Land at Navigation Point, Waterside Park, Wednesbury
WYK203203	Northern Trust Company Limited	Absolute Freehold	Land on the North side of Thornton Road, Bradford
WYK285470	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the North side of Thornton Road, Bradford
WYK359803	Northern Trust Company Limited	Absolute Freehold	Land on the North side of the new road at Slaithwaite Industrial Estate, Slaithwaite, Huddersfield
WYK392488	Northern Trust Company Limited	Absolute Freehold	Land on the North West side of Thackley Old Road, Shipley
WYK795912	Northern Trust Company Limited	Absolute Freehold	Rowan Trade Park, Neville Road, Bradford
WYK797999	Northern Trust Company Limited	Absolute Freehold	Land on the North side of Wakefield Road, Ossett
WYK802191	Northern Trust Company Limited	Absolute Freehold	Land lying to the North of Wakefield Road, Ossett
WYK96770	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the North East side of Rochdale Road, Walsden, Todmorden Parish

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
WYK97595	Northern Trust Company Limited	Absolute Freehold	Land on the Langthwaite Grange Industrial Estate, South Kirkby
YEA25429	Northern Trust Company Limited	Absolute Freehold	Land lying to the North of the Roman Road, Barmby Moor
GM356112	Northern Trust Company Limited	Absolute Freehold	East Tame Business Park, Rexcine Way, Hyde (SK14 4GX)
GM538193	Northern Trust Company Limited	Absolute Freehold	229 Talbot Road, Newton, Hyde, (SK14 4EQ)
GM581582	Northern Trust Company Limited	Absolute Freehold	Land on the east side of Hillridge Road, Wigan
LA559018	Northern Trust Company Limited	Absolute Freehold	Land lying to the south west of Foxhole Road, Chorley
LA748716	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the South side of George Street, Chorley
LAN76649	Northern Trust Company Limited	Absolute Freehold	The Carrington Centre, New Mill Street, Eccleston, Chorley (PR7 5SZ)
MAN91917	Northern Trust Company Limited	Absolute Freehold	Land at Birchwood Crescent, Hyde
TY271790	Northern Trust Company Limited	Good Leasehold	West Chirton South Industrial Estate, North Shields
TY382222	Northern Trust Company Limited	Absolute Freehold	West Chirton South Industrial Estate, North Shields
CH654371	Northern Trust Company Limited	Absolute Freehold	Units 1 to 5 (inclusive), Block B, Units 1 to 5 (inclusive), Block C and Units 1 to 8 (inclusive), Block D, St Michaels Industrial Estate, Widnes (WA8 8TL)
CH654358	Northern Trust Company Limited	Absolute Freehold	Units 1-7 (inclusive), Marshgate, Widnes (WA8 8UA)
CB37590	Northern Trust Company Limited	Absolute Freehold	1-30 Wulfric Square, Bretton, Peterborough (PE3 8RF)
CH397356	Northern Trust Company Limited	Absolute Freehold	1 to 12 (inclusive) and 14 to 22 (inclusive) Dewar Court, Astmoor

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
			Industrial Estate, Runcorn (WA7 1PT)
DY504653	Northern Trust Company Limited	Absolute Freehold	Unit 1-6, Raynesway Park Drive, Raynesway, Derby (DE21 7BH)
GM739977	Northern Trust Company Limited	Absolute Freehold	Land lying to the North West of High Street, Golborne
GM903890	Northern Trust Company Limited	Absolute Freehold	Land lying to the north west of High Street, Golborne, Warrington
HS248538	Northern Trust Company Limited	Absolute Freehold	East side of Arkwright Way, Scunthorpe
DU189792	Northern Trust Company Limited	Absolute Freehold	DC 132/3 and /4 Fishburn Industrial Estate, Fishburn (TS21 4AJ)
LAN224197	Northern Trust Company Limited	Absolute Freehold	61 St Thomas's Road, Chorley (PR7 1JE)
NT289305	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the north east side of Brunel Drive
NN91009	Northern Trust Company Limited	Absolute Freehold	Land on the north side of Irthlingborough Road, Wellingborough
NN178478	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the west side of Irthlingborough Road, Wellingborough
SF619036	Northern Trust Company Limited	Absolute Freehold	Land lying to the south-west of Innovation Way, Stoke-on-Trent (ST6 4BF)
CE112095	Northern Trust Company Limited	Absolute Freehold	Land lying to the North West of Lowson Street, Stillington
CE180456	Northern Trust Company Limited	Absolute Freehold	Land and buildings at BT23 Hollybush Estate, Skelton
CH254278	Northern Trust Company Limited	Absolute Leasehold	Units 1 to 13 Howley Quay Industrial Estate, Howley Lane (WA1 2EL)

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
CH470764	Northern Trust Company Limited	Absolute Leasehold	Land and buildings on the south west side of Howley Lane, Warrington
CU264239	Northern Trust Company Limited	Absolute Freehold	Land at Western Bank Industrial Estate, Wigton (CA7 9SJ)
CU275881	Metacre Limited	Absolute Freehold	Land adjoining Carlgarth Cottages, Windermere (LA23 1LF)
DU168029	Northern Trust Company Limited	Absolute Freehold	Land at Shildon Industrial Estate, Shildon
DU191760	Northern Trust Company Limited	Absolute Freehold	Land to the north of Cleveland Street, Darlington
DU193381	Northern Trust Company Limited	Absolute Freehold	Land at Tow Law Industrial Estate, Tow Law
DU199226	Northern Trust Company Limited	Absolute Freehold	Land and buildings lying to the west of the B1278, Trimdon Grange
DU199627	Northern Trust Company Limited	Absolute Freehold	Land on the west side of the B1278, Sedgefield
DU284734	Northern Trust Company Limited	Absolute Freehold	Land at Tow Law Industrial Estate, Dan's Castle, Tow Law
DY410521	Northern Trust Company Limited	Absolute Freehold	Plot 2, Zone 1, Swadlincote
HS202950	Northern Trust Company Limited	Absolute Freehold	Bridge Court Industrial Estate, Old Bridge Road, Hornsea (HU18 1RP)
LA861159	Northern Trust Company Limited	Absolute Freehold	Land on the south west side, of Brinwell Road, Blackpool
MS135322	Northern Trust Company Limited	Absolute Freehold	Land on the west and east side of Pacific Road, Bootle
MS137418	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the east side of Rimrose Road, Bootle
MS137420	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the south west side of Irlam Road, Bootle

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
MS232131	Northern Trust Company Limited	Absolute Freehold	Land and buildings on the west side of Pacific Road, Bootle
MS431778	Northern Trust Company Limited	Absolute Freehold	Land to the north and south side of Welton Road, Bromborough, Wirral
ND137237	Northern Trust Company Limited	Absolute Freehold	DC 111 Hadston Industrial Estate
ND86125	Northern Trust Company Limited	Absolute Freehold	Land at Hadston Industrial Estate, Hadston
ND86324	Northern Trust Company Limited	Absolute Freehold	Land and buildings at Highfields Ind Estate Berwick Upon Tweed
ND93317	Northern Trust Company Limited	Absolute Freehold	Land lying to the north of Langwell Terrace, Pegswood
SF211341	Northern Trust Company Limited	Absolute Freehold	Land on the north side of Brent Tame Valley Industrial Estate, Wilnecote
SF500195	Northern Trust Company Limited	Absolute Freehold	Keys Business Village, Keys Park Road, Hednesford, Cannock (WS12 2HA)
SYK305965	Northern Trust Company Limited	Absolute Freehold	Land on the North West side of Albion Drive
SYK325289	Northern Trust Company Limited	Absolute Freehold	Bankwood Industrial Estate, Rossington
TY416821	Northern Trust Company Limited	Absolute Freehold	Land at bt 24 Dubmire Industrial Estate, Fencehouses
WYK562008 (part) – pending registration and as edged red on the plan attached to a transfer deed dated 12	Northern Trust Company Limited	Absolute Freehold	Dale Court, Off Avenue Lodeve, South Kirkby, WF9 3FL

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
February 2021 and made between (1) The Council of the City of Wakefield and (2) Northern Trust Company Limited			
WYK669799 (whole) - pending registration	Northern Trust Company Limited	Absolute Freehold	Dale Court, Off Avenue Lodeve, South Kirkby, WF9 3FL
SYK630904	Northern Trust Company Limited	Absolute Freehold	Land at Capitol Court, Dodworth, Barnsley (S75 3UD)
SYK670436	Northern Trust Company Limited	Absolute Freehold	Land lying to the east of Whinby Road, Dodworth, Barnsley (S75 3TX)
SYK539175	Northern Trust Company Limited	Absolute Freehold	Unit D2, First Point, Balby Carr Bank, Balby, Doncaster
SYK599878	Northern Trust Company Limited	Absolute Freehold	Land on the south side of Bullrush Grove, Balby, Doncaster
SYK499469	Northern Trust Company Limited	Absolute Freehold	Crompton Business Park, Crompton Road, Doncaster (DN2 4PA)
SYK421564	Northern Trust Company Limited	Absolute Freehold	Land at Shaw Wood Business Park, Leger Way, Wheatley Hills
SYK488108	Northern Trust Company Limited	Absolute Freehold	Unit 4, Potteric Carr Industrial Estate, Doncaster (DN4 5NL)
SYK481914	Northern Trust Company Limited	Absolute Freehold	Unit 2, Potteric Carr Industrial Estate, Stadium Way, Doncaster (DN4 5JB)

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
SYK456889	Northern Trust Company Limited	Absolute Freehold	Land on the south west side of Potteric Carr Road, Potteric Carr
SYK487504	Northern Trust Company Limited	Absolute Freehold	Unit 2, Derwent House, Sidings Court, Doncaster
SYK353454	Northern Trust Company Limited	Absolute Freehold	Land on the North East and South West side of Black Bank, Carr
SYK493613	Northern Trust Company Limited	Absolute Freehold	Unit 3, Derwent House, Sidings Court, Doncaster
SYK493031	Northern Trust Company Limited	Absolute Freehold	Unit 1, Derwent House, Richmond Business Park, Sidings Court, Doncaster
SYK477007	Northern Trust Company Limited	Absolute Freehold	4, Nidd House, Richmond Business Park, Sidings Court, Doncaster (DN4 5NL)
SYK477296	Northern Trust Company Limited	Absolute Freehold	Unit 1, Nidd House, Richmond Business Park, Sidings Court, Doncaster (DN4 5NL)
SYK475965	Northern Trust Company Limited	Absolute Freehold	Unit 2 Nidd House, Richmond Business Park, Sidings Court, Doncaster (DN4 5JB)
SYK482179	Northern Trust Company Limited	Absolute Leasehold	Unit 1, Sarah Court, Yorkshire Way, Armthorpe, Doncaster (DN3 3FD)
SYK467937	Northern Trust Company Limited	Absolute Freehold	Land on the west side of Yorkshire Way, West Moor Park, Armthorpe
SYK483756	Northern Trust Company Limited	Absolute Leasehold	Unit 2, Sarah Court, Armthorpe, Doncaster (DN3 3FB)
LAN115468	Metacre Limited	Absolute Freehold	Land on the north side of Dawbers Lane, Euxton, Chorley
LA532225	Metacre Limited	Absolute Freehold	Land on the north side of Dawbers Lane, Euxton
ND171314	Northern Trust Company Limited	Rentcharge	Unit NT76/25, Moorland way, Nelson Park, Cramlington

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
LA899897	Metacre Limited	Absolute Freehold	Land on the east side of Pickup Fold Road, Darwen
LA578187	Northern Trust Company Limited	Absolute Freehold	Unit 28, Moss Side Employment Area, Reiver Road, Moss Side, Leyland
LA641602	Northern Trust Company Limited	Absolute Freehold	Land on the south side of Comet Road, Moss Side, Leyland
LA689981	Northern Trust Company Limited	Absolute Freehold	Land on the North West side of Schleswig Way, Moss Side, Leyland
LA748074	Northern Trust Company Limited	Absolute Freehold	Land on the south east side of Titan Way, Moss Side Employment Area, Leyland
CU100944	Metacre Limited	Absolute Freehold	Silver Beck, Silver Howe and land on the west side of Grasmere
CU154279	Metacre Limited	Absolute Freehold	Land adjoining Oily Johnnies Public House, Winscale, Workington
DY272903	Metacre Limited	Absolute Freehold	Land on the North West and South East sides of Pit Lane, Shipley
DY282554	Metacre Limited	Absolute Freehold	Land on the South East side of Pit Lane, Shipley
DY288047	Metacre Limited	Absolute Freehold	Land and Buildings on the South East side of Pit Lane, Shipley
EX425765	Metacre Limited	Absolute Freehold	Land lying to the north of Maldon Road, Boreham
GM220475	Metacre Limited	Good Leasehold	Land on the South East side of Bradley Lane
LA566328	Metacre Limited	Absolute Freehold	Land on the east side of Ulnes Walton Lane, Ulnes Walton, Leyland
LA569559	Metacre Limited	Absolute Freehold	Land on the north side of Mythop Road, Blackpool

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
LA569560	Metacre Limited	Absolute Freehold	Land forming part of the Fylde Estate, Wesham and Treales
LA569561	Metacre Limited	Absolute Freehold	Hodgkinsons Farm, Preston Road, Inskip (PR4 0TT)
LA575047	Metacre Limited	Absolute Freehold	Church Road End, Weeton Village, Weeton (PR4 3NB)
LA575049	Metacre Limited	Absolute Freehold	Elswick Generating Station
LA705416	Metacre Limited	Absolute Freehold	Land lying to the north of Mythop Road, Weeton
LA713675	Metacre Limited	Absolute Freehold	Land on the North side of Sagar Street and the North West side of Bradley Lane, Eccleston
LA746695	Metacre Limited	Absolute Freehold	Land on the north west side of Preston Old Road, Feniscowles
LA755536	Metacre Limited	Absolute Freehold	39 New Street, Eccleston, (PR7 5TW)
LA777939	Metacre Limited	Absolute Freehold	Land on the south side of Parr Lane, Eccleston
LA812804	Metacre Limited	Absolute Freehold	Land on the South side of Parr Lane, Eccleston
LA828541	Metacre Limited	Absolute Freehold	Land adjoining Washacre Barn, Greenhalgh Lane, Anderton
LA862697	Metacre Limited	Good Leasehold	162 The Green, Eccleston, Chorley (PR7 5SB)
LL58209	Metacre Limited	Absolute Freehold	Land on the South-East side of Brackenborough Road, Keddington
MS196275	Metacre Limited	Absolute Freehold	Land on the north and south sides of Saxon Way and land on the north side of Shevingtons Lane, Kirkby

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
MS359644	Metacre Limited	Absolute Freehold	Barton Farm, Water Lane and Neales Farm, Banks Road, Crossens, Southport
NT209296	Metacre Limited	Absolute Freehold	Land adjoining The Archer, Warsop Lane, Rainworth
NT283969	Metacre Limited	Absolute Freehold	Land lying to the north of Newington Road and land on the west side of Hagg Lane, Austerfield, Doncaster
NT331723	Metacre Limited	Absolute Freehold	Land on the north west side of Slaynes Lane, Misson
CH399777	Metacre Limited	Absolute Freehold	Haley Head Farm and Higher Farm, Burtonwood
LA521862	Metacre Limited	Absolute Freehold	Land and buildings on the north east side of Clifton Drive North, Lytham St Annes
LAN213340	Lanley Developments Limited	Absolute Freehold	Land on the north side of Back Lane, Great Eccleston, Preston
LAN224032	Lanley Developments Limited	Absolute Freehold	Land lying to the east of Langdale Road, Leyland
NT486860	Metacre Limited	Absolute Freehold	West side of Flatts Lane, Calverton, Nottingham
TY253352	Northern Trust Company Limited	Rentcharge charged upon and issued out of freehold	Site BT 19/14, Paul's Way, Bede Industrial Estate, Jarrow
CU75567	Northern Trust Company Limited	Freehold	Units 2 and 3, Chapel Street, Egremont, CA22 2DU
CU86552	Northern Trust Company Limited	Leasehold	Unit 3, Peter Green Way, Furness Business Park, Barrow-In-Furness (LA14 2PE)

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
CU111213	Northern Trust Company Limited	Leasehold	Unit 10, Peter Green Way, Furness Business Park, Barrow-In-Furness (LA14 2PE)

Part II

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
MS583919	Northern Trust Company Limited	Absolute Freehold	Land on the south east side of College Street, St Helens

SCHEDULE 4**SHARES**

Name of Chargor	Registration Number	Fully paid share capital	Name of shareholder
Brad Estates Limited	03001669	50,000 ordinary shares of £1 each	Northern Trust Group Limited
Northern Trust Company Limited	00735621	4,021,431 ordinary shares of £0.25 each	Northern Trust Group Limited
Metacre Limited	02125465	100 ordinary shares of £1 each	Northern Trust Company Limited
Lanley Developments Limited	02225041	10,000 ordinary shares of £1 each	Northern Trust Group Limited

SCHEDULE 5

FORM OF NOTICE OF ASSIGNMENT OF BANK ACCOUNTS

PART I

FORM OF NOTICE OF ASSIGNMENT IN RELATION TO THE RENT AND DISPOSALS ACCOUNTS

To: [Institution where Assigned Account is held]

[Date]

Address

1. SITUS ASSET MANAGEMENT LIMITED (the "**Security Agent**") and [] (the "**Chargor**") give notice that, by an assignment contained in a Fixed and Floating Security Document dated [] between, amongst others, the Chargor and the Security Agent, the Chargor assigned to the Security Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the accounts with you listed below (the "**Assigned Accounts**") including all moneys which may at any time be standing to the credit of any Assigned Account.

Name of Account	Account Number
[]	[]
[]	[]
[]	[]

2. Accordingly, until you receive instructions from the Security Agent to the contrary:
- 2.1 all rights, powers and discretions of the Chargor in relation to any Assigned Account shall be exercisable solely by the Security Agent;
- 2.2 no moneys may be released from any Assigned Account without the prior written consent of the Security Agent; and
- 2.3 you should apply any amount standing to the credit of any Assigned Account as directed from time to time by the Security Agent.
3. You agree:
- 3.1 to disclose to the Security Agent such information relating to any Assigned Account as the Security Agent may from time to time request; and
- 3.2 not to claim or exercise any security interest in, set-off, counterclaim or other rights in respect of any Assigned Account.

4. This authority and instruction is irrevocable without the prior written consent of the Security Agent.

Please acknowledge receipt of this Notice of Assignment, and confirm that you will pay all moneys as directed by or pursuant to this Notice of Assignment and will comply with the other provisions of this

Notice of Assignment, by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at [_____], marked for the attention of [_____].

.....

For and on behalf of
SITUS ASSET MANAGEMENT LIMITED
as **Security Agent**

.....

For and on behalf of
[_____]
as **Chargor**

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or notice that any other person claims any rights in respect of any Assigned Account.

.....

For and on behalf of [Institution where Bank Account is held]

Date:

PART II

FORM OF NOTICE OF ASSIGNMENT IN RELATION TO THE COLLECTION, GENERAL AND RESERVE ACCOUNTS

To: [Institution where Assigned Account is held]

[Date]

Address

1. SITUS ASSET MANAGEMENT LIMITED (the "**Security Agent**") and [] (the "**Chargor**") give notice that, by an assignment contained in a Fixed and Floating Security Document dated [] between, amongst others, the Chargor and the Security Agent, the Chargor assigned to the Security Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the accounts with you listed below (the "**Assigned Accounts**") including all moneys which may at any time be standing to the credit of any Assigned Account.

Name of Account	Account Number
[]	[]
[]	[]
[]	[]

2. Accordingly, until you receive instructions from the Security Agent to the contrary:
 - 2.1 all rights, powers and discretions of the Chargor in relation to any Assigned Account shall be exercisable solely by the Chargor; and
 - 2.2 you should apply any amount standing to the credit of any Assigned Account as directed from time to time by the Chargor.
3. You agree:
 - 3.1 to disclose to the Security Agent such information relating to any Assigned Account as the Security Agent may from time to time request; and
 - 3.2 not to claim or exercise any security interest in, set-off, counterclaim or other rights in respect of any Assigned Account.
4. This authority and instruction is irrevocable without the prior written consent of the Security Agent.

Please acknowledge receipt of this Notice of Assignment, and confirm that you will pay all moneys as directed by or pursuant to this Notice of Assignment and will comply with the other provisions of this Notice of Assignment, by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at [], marked for the attention of [].

.....

For and on behalf of
SITUS ASSET MANAGEMENT LIMITED
as **Security Agent**

.....

For and on behalf of
[.....]
as **Chargor**

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or notice that any other person claims any rights in respect of any Assigned Account.

.....

For and on behalf of [Institution where Bank Account is held]

Date:

SCHEDULE 6
FORM OF NOTICE OF ASSIGNMENT OF INSURANCES

To: [The Insurers] [Date]

Address:

SITUS ASSET MANAGEMENT LIMITED (the "**Security Agent**") and [] (the "**Chargor**") give notice that by an assignment contained in a Fixed and Floating Security Document dated [] between, amongst others, the Chargor and the Security Agent, the Chargor assigned to the Security Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the insurances, details of which are set out in the attached schedule (the "**Insurances**").

1. Insurances Other Than Third Party Insurance

All moneys payable by you to the Chargor in respect of the Insurances other than third party Insurances shall be paid to Account No. [] entitled [] with [], unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent.

2. Third Party Liability Insurance

Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third party Insurance by an insured party shall be paid:

- 2.1 directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; or
- 2.2 (despite any policy term to the contrary) to the extent that insurers accept liability to indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party.

3. Irrevocable Authority

This authority and instruction is irrevocable without the prior written consent of the Security Agent.

Please acknowledge receipt of this Notice of Assignment, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this Notice of Assignment, by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at [], marked for the attention of [].

.....

.....

For and on behalf of
SITUS ASSET MANAGEMENT LIMITED
as **Security Agent**

For and on behalf of
[]
as **Chargor**

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or notice that any other person claims any rights in respect of the Insurances.

.....

For and on behalf of
[The Insurers]

Date:

SCHEDULE 7
FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED CONTRACTS

To: [Party to Assigned Contract]

Address:

[Date]

SITUS ASSET MANAGEMENT LIMITED (the "**Security Agent**") and [_____] (the "**Chargor**") give notice that, by an assignment contained in a Fixed and Floating Security Document dated [_____] between, amongst others, the Chargor and the Security Agent, the Chargor assigned to the Security Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the contracts listed below (the "**Assigned Contracts**"), including all moneys payable to the Chargor, and any claims, awards and judgments receivable or received by or in favour of the Chargor, pursuant to and under or in connection with the Assigned Contracts.

Assigned Contracts

[describe the Assigned Contracts]

All moneys payable by you to the Chargor pursuant to and under or in connection with any Assigned Contract shall be paid into such account as the Chargor or the Security Agent may notify you from time to time. This authority and instruction is irrevocable without the prior written consent of the Security Agent.

Despite the assignment referred to above or the making of any payment by you to the Security Agent pursuant to it, the Chargor shall remain liable to perform all its obligations under each Assigned Contract and neither the Security Agent nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of any Assigned Contract.

The Chargor shall also remain entitled to exercise all their rights, powers and discretions under each Assigned Contract, [except that the Chargor shall not and you agree that the Chargor shall not amend, vary or waive (or agree to amend, vary or waive) any provision of any Assigned Contract or exercise any right to rescind, cancel or terminate any Assigned Contract without the prior written consent of the Security Agent]¹, and you should continue to give notices under each Assigned Contract to the Chargor, in each case unless and until you receive written notice from the Security Agent to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs.

Please acknowledge receipt of this Notice of Assignment and confirm that:

1. you will pay all sums due under each Assigned Contract as directed by or pursuant to this Notice of Assignment;
2. you will not claim or exercise any set-off or counterclaim in respect of any Assigned Contract;

¹ Wording to be deleted in relation to a notice to any counterparty to a Lease Document that has a Rental Income of less than £500,000 per annum.

3. you have not received any other notice of any assignment or charge of any Assigned Contract or of any other interest of any third party in any Assigned Contract; and
 4. you will comply with the other provisions of this Notice of Assignment,
- by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at [_____], marked for the attention of [_____].

For and on behalf of
SITUS ASSET MANAGEMENT LIMITED
as **Security Agent**

For and on behalf of
[_____]
as **Chargor**

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm each of the matters referred to in paragraphs 1 to 4 (inclusive) of the Notice of Assignment.

.....

For and on behalf of
[Party to Assigned Contract]

Date:

Signatures

The Chargors

EXECUTED as a DEED by NORTHERN TRUST
GROUP LIMITED

By: MARK WILSON WILSON

Title: DIRECTOR

In the presence of:

Name: SARA CROSSLEY

Address:

Occupation: SECRETARY / RECEPTIONIST

EXECUTED as a DEED by BRAD ESTATES
LIMITED

By: MARK WILSON WILSON

Title: DIRECTOR

In the presence of:

Name: JAMES CRUSSETT

Address:

Occupation: SECRETARY / RECEPTIONIST

EXECUTED as a DEED by NORTHERN TRUST
COMPANY LIMITED

By: MARK CORNER WILSON

Title: DIRECTOR

In the presence of:

Name: JAMES CROSSLEY

Address:

Occupation: SECRETARY / RECEPTIONIST

EXECUTED as a DEED by METACRE LIMITED

By: MARK WENGER WUNDER

Title: DIRECTOR

In the presence of:

Name: JANE CROSSLEY

Address:

Occupation: SECRETARY / RECEPTIONIST

EXECUTED as a DEED by LANLEY
DEVELOPMENTS LIMITED

By: MARK WIMBEL WILSON

Title: DIRECTOR

In the presence of:

Name: TANDY CROSSLEY

Address:

Occupation: SECRETARY / RECEPTIONIST

The Security Agent

**SIGNED by SITUS ASSET MANAGEMENT
LIMITED**

By: 

Title:



Colin Giles
Vice President