



Registration of a Charge

Company Name: **SAFEWAY STORES LIMITED**

Company Number: **00746956**



Received for filing in Electronic Format on the: **27/05/2022**

XB4VEJAW

Details of Charge

Date of creation: **25/05/2022**

Charge code: **0074 6956 0024**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY AGENT)**

Brief description: **VARIOUS PROPERTIES INCLUDING FREEHOLD PROPERTY LOCATED AT WM MORRISON SUPERMARKETS PLC, WORTHING ROAD, BASINGSTOKE RG21 8BJ BEARING FREEHOLD TITLE NUMBER HP505794. FOR ADDITIONAL LISTINGS AND DETAILS PLEASE REFER TO SCHEDULE 2 OF THE SECURITY 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:

LUCY HARTLAND



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 746956

Charge code: 0074 6956 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th May 2022 and created by **SAFEWAY STORES LIMITED** was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th May 2022 .

Given at Companies House, Cardiff on 31st May 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**

25 May 2022

THE COMPANIES LISTED IN SCHEDULE 1
(as the Chargor)

and

GLAS TRUST CORPORATION LIMITED
(as the Security Agent)

SUPPLEMENTAL LEGAL MORTGAGE
(registered land)

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

Signature: Lucy Hartland
Name: Lucy Hartland
Title: Solicitor
Date: 26 May 2022

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THIS CHARGE is made by way of deed on 25 May 2022 by:

- (1) THE COMPANIES listed in Schedule 1 (*Chargors*) (each a “Chargor” and together the “Chargors”); and
- (2) GLAS TRUST CORPORATION LIMITED as security trustee for itself and the other Secured Parties (the “Security Agent”).

RECITALS:

This deed is supplemental to a security agreement dated 3 November 2021 between, amongst others, the Chargors named therein and the Security Agent, as supplemented pursuant to a supplemental debenture dated 31 March 2022 made between Market Holdco 3 Limited, Market Bidco Limited, Market Bidco Finco plc, Optimisation Investments Limited, Safeway Limited, Safeway Stores Limited and Wm Morrison Supermarkets Limited as original chargors and the Security Agent as security agent and as acceded to pursuant to a deed of accession dated on or about the date of this deed made between the acceding chargors named therein (as previously supplemented and amended by earlier Security Accession Deeds (if any) and as further amended and supplemented from time to time) (the “Security Agreement”).

THIS DEED WITNESSES as follows:

1. DEFINITIONS

Terms defined in the Security Agreement shall have the same meanings when used in this deed.

In addition, the following definition shall also apply in this deed:

“Material Real Property” means each Real Property listed in Schedule 2 (*Material Real Property*) to this deed.

2. CONSTRUCTION

Clauses 1.2 (*Terms defined in the Intercreditor Agreement*) to 1.9 (*Security Accession Deeds*) of the Security Agreement will be deemed to be set out in full in this deed, but as if references in those clauses to the Security Agreement were references to this deed.

3. PAYMENT OF SECURED OBLIGATIONS

3.1 Covenant to Pay

Subject to Clause 9 (*Limited Recourse*), each Chargor covenants with the Security Agent as trustee for the Secured Creditors that it shall on demand of the Security Agent discharge all Secured Obligations as and when they fall due according to their terms and such Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by such Chargor to the Security Agent (whether for its own account or as trustee for the Secured Creditors) or any of the other Secured Creditors in respect of any such liabilities provided that neither such covenant nor the Security Interest constituted by this deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

3.2 Interest on Demand

If a Chargor fails to pay any sum on the due date for payment of that sum such Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of

payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 27.5 (*Interest on demand*) of the Intercreditor Agreement.

4. LEGAL CHARGE

Each Chargor as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent, with full title guarantee (subject to any Permitted Security):

- (a) by way of legal mortgage, all Material Real Property listed next to its name in Schedule 2; and
- (b) by way of fixed charge (to the extent not effectively charged under paragraph (a) above) all Material Real Property listed next to its name in Schedule 2,

(“Mortgaged Property”).

5. APPLICATION TO THE LAND REGISTRY

Each Chargor consents and agrees to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming the Mortgaged Property:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of GLAS Trust Corporation Limited referred to in the charges register or their conveyancer.”

6. FURTHER ADVANCES

- (a) Subject to the terms of the Secured Debt Documents, each Secured Creditor is under an obligation to make further advances to the Debtors and that obligation will be deemed to be incorporated into this deed as if set out in this deed.
- (b) Each Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property.

7. NEGATIVE PLEDGE

Except as not prohibited under the Secured Financing Agreements, no Chargor shall at any time during the Security Period create or permit to subsist any Security Interest over all or any part of the Mortgaged Property.

8. REAL PROPERTY

8.1 Property: Notification

Each Chargor shall, during the Security Period, promptly notify the Security Agent of any material contract, conveyance, transfer or other disposition for the acquisition by such Chargor (or its nominee(s)) of any Mortgaged Property.

8.2 Lease Covenants

Each Chargor shall, during the Security Period, (except as otherwise permitted by the Secured Financing Agreements), in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Mortgaged Property is at any time subject:

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee; and
 - (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Mortgaged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term,
- in each case where failure to do so could reasonably be expected to have a Material Adverse Effect.

8.3 General Property Undertakings

Each Chargor shall during the Security Period, (except as otherwise permitted by the Secured Financing Agreements):

- (a) repair and keep in good and substantial repair and condition all the Real Property at any time forming part of the Mortgaged Property save to the extent it is a third party's obligation to do so;
- (b) comply with and observe and perform (i) all applicable requirements of all planning and environmental legislation, regulations and by-laws relating to the Material Real Property, (ii) any material conditions attaching to any planning permissions relating to or affecting the Material Real Property and (iii) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Material Real Property,

in each case where failure to do so could reasonably be expected to have a Material Adverse Effect.

8.4 Entitlement to Remedy

- (a) If a Chargor fails to comply with any of the undertakings contained in this Clause 8.4, the Security Agent shall be entitled, but shall not be obliged, (with such agents, contractors and others as it sees fit) having (if practicable in the circumstances) given seven (7) days' notice to the relevant Chargor to remedy such failure to comply, to do such things as may in the reasonable opinion of the Security Agent be required to remedy such failure and all monies spent by the Security Agent in doing so shall be reimbursed by such Chargor on demand with interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 3.2 (*Interest on Demand*).
- (b) The exercise by the Security Agent of its powers under this Clause 8.4 (*Entitlement to Remedy*) shall not render the Security Agent liable to account as mortgagee in possession.

8.5 Implied covenants for title

The covenants set out in section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Legal Charge*).

9. LIMITED RECOURSE

- 2.1 Notwithstanding Clause 3.1 (*Covenant to Pay*) and any other provision of this deed, the recourse of the Security Agent against each of the Chargors that acceded to the Security Agreement pursuant to a security accession deed entered into on or around the date of this deed in respect of the Secured Obligations is solely limited to the rights of enforcement and recovery against the Mortgaged Property charged or mortgaged by that Chargor under this deed and,

accordingly, the Security Agent agrees that the total amount recoverable against that Chargor under this deed shall be limited to the proceeds received by the Security Agent after realising the Mortgaged Property of that Chargor in accordance with this deed.

9.1 No Secured Creditor:

- (a) shall have any recourse to any assets of any of the Chargors that acceded to the Security Agreement pursuant to a security accession deed entered into on or around the date of this deed other than the Mortgaged Property of that Chargor;
- (b) may seek to recover from any of the Chargors that acceded to the Security Agreement pursuant to a security accession deed entered into on or around the date of this deed any shortfall between the amount of the proceeds received by the Security Agent after realising the Mortgaged Property of that Chargor in accordance with this deed and the Secured Obligations including by proving or otherwise claiming in that Chargor's insolvency proceedings; or
- (c) may sue or commence, join or bring any action or proceeding against any of the Chargors that acceded to the Security Agreement pursuant to a security accession deed entered into on or around the date of this deed or apply to have any of those Chargors wound up or made subject to insolvency proceedings in relation to any shortfall referred to in paragraph (b) above or on any other grounds permitted under the Insolvency Act 1986.

10. WAIVER AND ABANDONMENT OF JERSEY CUSTOMARY LAW RIGHTS

- 10.1 Any right which at any time any Chargor may have under the existing or future laws of Jersey whether by virtue of the *droit de discussion* or otherwise to require that recourse be had to the assets of any other person before any claim is enforced against such Chargor in respect of the obligations assumed by such Chargor under or in connection with a Secured Debt Document is hereby waived.
- 10.2 Any right which at any time any Chargor may have under the existing or future laws of Jersey whether by virtue of the *droit de division* or otherwise to require that any liability under any guarantee or indemnity given in or in connection with a Secured Debt Document be divided or apportioned with any other person or reduced in any manner whatsoever is hereby waived.

11. INCORPORATION OF TERMS FROM SECURITY AGREEMENT

- (a) The provisions of clause 3.1.2 and 3.1.3 (*Common provisions*), clause 8.1, 8.2 and 8.4 (*Further Assurance*), and Clause 15 (*General Undertakings*) to Clause 31 (*Miscellaneous*) (inclusive) of the Security Agreement shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:
- (b) "this Debenture" or "this deed" and other similar expressions were a reference to this deed;
- (c) "Chargor" was a reference to the Chargor under this deed; and
- (d) "Charged Property" (including references to relevant specific assets within the Charged Property), was a reference to the Mortgaged Property charged under this deed.

12. THE SECURITY AGREEMENT

The Security Agreement shall remain in full force and effect as supplemented by this deed.

13. DESIGNATION

This deed is designated as a Senior Finance Document.

14. FURTHER ASSURANCE: SIM PROPERTIES

- 14.1 In respect of the Material Real Properties numbered 159 to 163 (inclusive) in Schedule 2 of this deed (the “SIM Properties” and each a “SIM Property”), in the event that the results of the Land Registry SIM searches (which have been submitted to the Land Registry but not provided to the relevant Chargor as at the date of this deed) reveal additional parcels of land which form part of a SIM Property and which are not charged pursuant to this deed, the Chargors shall, and shall procure that the relevant member of the Group shall, comply with the provisions of clause 27.28 of the Senior Facilities Agreement in respect of that SIM Property as soon as reasonably practicable following receipt of the results of the relevant Land Registry SIM Search (notwithstanding that clause 27.28 of the Senior Facilities Agreement provides for different time periods for discharge of the various obligations contained therein).
- 14.2 In the event that the results of any Land Registry SIM search in respect of the SIM Properties does not reveal parcels of land in addition to those charged pursuant to this deed, the Chargors shall update the relevant Real Estate Report and provide a copy of the updated Real Estate Report to the Security Agent as soon as reasonably practicable.

15. GOVERNING LAW

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

16. JURISDICTION

16.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a “Dispute”) arising out of, or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this deed).

16.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle deed between them and, accordingly, that they will not argue to the contrary.

THIS DEED has been executed and delivered as, and is intended to take effect as, a deed by each Chargor and has been signed by the Security Agent on the date written on the first page of this deed.

SCHEDULE 1**CHARGORS**

Name of Chargor	Registered Number	Jurisdiction
Chippindale Foods Limited	01580517	England and Wales
English Real Estates Limited	01643780	England and Wales
Farmers Boy Limited	01053837	England and Wales
Freehold Investments Limited	64624	Jersey
International Seafoods Limited	07838062	England and Wales
Neerock Limited	02572702	England and Wales
Optimisation Developments Limited	06653349	England and Wales
Optimisation Investments Limited	06653416	England and Wales
RP (No. 37) Limited	109483	Jersey
Safeway Limited	01299733	England and Wales
Safeway Food Stores Limited	00534115	England and Wales
Safeway Stores Limited	00746956	England and Wales
Stalwart Investments Limited	47641	Jersey
Wm Morrison Produce Limited	00776224	England and Wales
Wm Morrison Supermarkets Limited	00358949	England and Wales

SCHEDULE 2 MATERIAL REAL PROPERTY

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
1.	Basingstoke	Safeway Stores Limited	Wm Morrison Supermarkets Plc, Worthing Road, Basingstoke (RG21 8BJ)	Freehold	HP505794
2.	Evesham	English Real Estates Limited	Safeway Stores plc, Springfield Drive Evesham	Freehold	HW117174
3.	Totnes	English Real Estates Limited	Land on the east side of Coronation Road, Totnes	Freehold	DN320424
4.	Hastings	1. Safeway Stores Limited 2. WM Morrison Supermarkets Limited	Land and buildings on the west side of Queens Road, Hastings, Land lying to the west of Queens Road, Hastings, Monarch Self Serve, Queens Road, Hastings, Land on the north side of Brook Street, Hastings, 3 Clegg Street, Hastings, 2 Clegg Street, Hastings	Freehold	ESX91751, ESX124944, ESX233853, ESX164684, ESX165646, HT10901 and HT14800
5.	Thrapston Manufacturing	WM Morrison Supermarkets Limited	Land on the north east side of Huntingdon Road, Thrapston	Freehold	NN181158

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
6.	Gravesend	Safeway Stores Limited	Land on the south side of Coldharbour Road, Gravesend	Freehold	K728523
7.	Aberystwyth Llanbadarn Fawr	Safeway Stores Limited	Land lying to the North of Heol-y-Bont, Aberystwyth	Freehold	WA740987
8.	Oxted East Hill	Safeway Stores Limited	Land at Hoskins Road and Station Road West, Oxted, Land lying to the east of Hoskins Road, Oxted	Freehold Leasehold	SY671282 SY676026
9.	Newquay	1. Safeway Limited 2. Safeway Stores Limited	Land on the West Side of Treloggan Road, Newquay, Land on the southern side of the A392 Road, Lane, Newquay	Freehold	CL78391, CL182216 and CL135375
10.	Leominster	Safeway Limited	Land at Barons Cross Road, Leominster	Freehold	HW100338
11.	Ross on Wye	1. Safeway Stores Limited 2. WM Morrison Supermarkets Limited	Safeway Stores Plc, Station, Street, Ross-on-Wye, HR9 7AQ, Land and buildings at Mill Pond Street, Ross-on-Wye, HR9 7AP, Land lying to the east of Millpond Street, Ross-on-Wye, Land lying to the North East of Millpond Street, Ross-on-Wye, HR9 7AP	Freehold	HE36201, HW125729, HE16195 (all freehold absolute). HE17009 (freehold possessory)
12.	Hereford	English Real Estates Limited	Land on the North side of Commercial Road, Hereford	Freehold	HW81644

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
13.	Northampton	Safeway Stores Limited	Safeway Store, Kettering Road, Northampton, NN3 6AA	Freehold	NN169968
14.	Cwmbran	Optimisation Investments Limited Wm Morrison Supermarkets Limited	Land being land on the east side of Grange Road, Cwmbran, Land at Grange Road, Cwmbran, Land on the east side of St Davids Road, Cwmbran	Freehold Leasehold	CYM551400, CYM551404 and CYM538926 CYM585430 and CYM587138
15.	Sittingbourne	Optimisation Investments Limited Wm Morrison Supermarkets Limited	Morrison's Supermarket, Mill Way, Sittingbourne, Land at Westbourne Street, Milton Road, Sittingbourne	Freehold Leasehold	TT4485 and K985860 TT13808 and TT13810
16.	Penrith	Safeway Stores Limited	Safeway Stores Plc, Brunswick Road, Penrith CA11 7JN	Freehold	CU73645
17.	Chesterfield	Safeway Limited	1 to 5 Walton Fields Road, Brampton, 18 Walton Fields Road, Brampton, Land and Buildings on the West side of Walton Road, Chesterfield, Land on the North side and land on the South side of Bobbinmill Lane, Brampton.	Freehold	DY217782, DY212086, DY228688 and DY204988

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
18.	Bideford	Safeway Stores Limited	Land and buildings on the north east side of Kingsley Road, Bideford	Freehold	DN384631
19.	Diss	Safeway Stores Limited	142-144 Victoria Road, Diss and Land on the south side of Park Road, Diss	Freehold	NK226659 NK173734
20.	Bridgwater Produce Logistics	Wm Morrison Supermarkets Limited	Land on the east side of Bristol Road, Bridgwater, Land and buildings on the east side of Bristol Road, Bridgwater, Land lying to the east side of Bristol Road, Bridgwater and 390 Bristol Road, Bridgwater	Freehold	ST106211, ST108114, ST122944 and ST204111
21.	Weymouth Dorchester Rd	Safeway Stores Limited	244 Dorchester Road, Weymouth	Freehold	DT160099
22.	Cleveleys Amounderness Way	English Real Estates Limited	Land on the south side of Victoria Road West, Thornton Cleveleys	Freehold	LA622454
23.	Malvern Roman Way	Safeway Stores Limited	Land lying to the South of Worcester Road	Freehold	HW123015
24.	Colne	1. Neerock Limited 2. WM Morrison Supermarkets Limited	Units 8 & 9 Whitewalls Industrial Estate, Colne, Unit B Whitewalls Industrial Estate, Junction Street, Colne, Land and buildings at Whitewalls Industrial Estate, Colne, Land and buildings on the north-east side of Junction Street, Colne, Land on the south east side of Regent Street, Colne	Freehold	LA669397, LA673403, LA879925, LA926119, LA926465 and LA882277
25.	Yeovil	English Real Estates Limited	Land on the North side of Lysander Road	Freehold	ST88617

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
26.	Hinckley	Safeway Limited	Wm Morrison Supermarkets Plc, Hinckley, LE10 1YA	Freehold	LT243952
27.	West Kirby Dee	Safeway Limited	Safeway Supermarket, Dee Lane, West Kirby	Freehold	MS334001
28.	Bromsgrove	Safeway Stores Limited	Unit 4, Buntsford Park Road, Bromsgrove, B60 3DX, Land lying to the North of Buntsford Park Road, Aston Fields	Freehold	HW120620 and HW166365
29.	Elland	Optimisation Investments Limited Wm Morrison Supermarkets Limited	Land on the west side of Winstons Lane, Elland, Land on the East and West side of Winstons Lane, Elland, Land and buildings on the North East side of Briggate, Elland	Freehold Leasehold	WYK382658, YY1162 and YY1163 YY31688 and YY31817
30.	Hadleigh	Wm Morrison Supermarkets Limited	Land and buildings on the North side of London Road, Hadleigh	Freehold	EX5509
31.	Paignton	Safeway Stores Limited	Land adjoining Totnes Road, Paignton Primley Cottage, Batterways Road, Paignton	Freehold	DN354489 and DN66801
32.	Milton Keynes	Safeway Stores Limited	Westcroft District Centre, Chaffron Way, Tattenhoe Street Land at Westcroft District Centre, Westcroft Land lying to the North East of The Westcroft District Centre, Westcroft	Freehold Freehold Leasehold	BM210257 BM219147 BM183163
33.	Devizes	English Real Estates Limited	Land at Estcourt Street, Devizes	Freehold	WT94746
34.	Bridport	English Real Estates Limited	Land on the west side of Sea Road South Land on the east side of West Bay Road, Bridport	Freehold	DT203451

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
35.	Bude	Safeway Stores Limited	Land on North side of Stratton Road, Bude	Freehold	CL90330
36.	Woking	Safeway Stores Limited	Land and buildings on the south side of Goldsworth Road, Woking, Land and buildings on the south west side of Cherry Street, Woking, Land and buildings on the South West side of Cherry Street, Woking, Land and buildings on the South side of Goldsworth Road, Woking and Land lying to the south of Kingsway, Woking	Freehold	SY400813, SY430592, SY602346, SY695836 and SY727448
37.	Willenhall	Wm Morrison Supermarkets Limited	Land at Lower Lichfield Street, Union Street And Doctor's Piece, Willenhall, land on the west side of Upper Lichfield Street, land on the north east side of Leve Lane and land on the north side of Froyssell Street, Willenhall, Land at Union Street and Locksmith Close, Willenhall and Land on the north side of Walsall Street, Willenhall	Freehold	WM939026, WM798287, MM118694 and WM981636
38.	London Thamesmead	Safeway Stores Limited	Land at Thamesmead Drive, London	Freehold	TGL133303
39.	Bath	Safeway Stores Limited	Land and buildings lying to the south east of Kensington Place, Bath and Land and buildings on the south east side of London Road, Bath	Freehold	AV89057 and ST178682

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
40.	Bristol	AV214747 - Safeway Stores Limited AV213738 and AV244567 - Wm Morrison Supermarkets Limited	Land and buildings on the south east side of Fishponds Road, Bristol, 690 Fishponds Road, Fishponds, Bristol (BS16 3UA) and land on the south side of Farriers Arms, 690 Fishponds Road, Fishponds, Bristol	Freehold	AV214747, AV213738 and AV244567
41.	Coventry	WM479752 – English Real Estates Limited WM542798 – Safeway Limited	Land on the south side of Holyhead Road, Coundon and Land Lying to the South West of Holyhead Road, Coventry	Freehold	WM479752 and WM542798
42.	Winsford Manufacturing	Farmers Boy Limited	Land lying to the east of Bostock Road, Winsford and Harris Winsford Wharton Bridge, Winsford (CW7 3BB)	Freehold	CH635775 and CH233499
43.	Exeter	Wm Morrison Supermarkets Limited	Land to the south of Prince Charles Road, Exeter and land at Exmouth Junction, Mount Pleasant Road, Exeter	Freehold	DN162301 and DN622184
44.	Leicester	Safeway Stores Limited	Land and Buildings lying to the south of Almond Road, Leicester, LE2 7LT	Freehold	LT286168
45.	Barnsley	Wm Morrison Supermarkets Limited	Land and Buildings on the south side of West Way, Barnsley	Freehold	SYK477914
46.	Haverfordwest	Safeway Stores Limited	Land at Bridge Meadow, Haverfordwest, SA61 2EX	Freehold	WA748067
47.	Stratford-upon-Avon	Safeway Stores Limited	Land and Buildings on the North side of Alcester Road, Stratford-upon-Avon, CV37 9QX	Freehold	WK347697
48.	Swansea	Wm Morrison Supermarkets Limited	Land and Buildings lying at Morfa Retail Park, Brunel Way, Swansea, SA1 7DF	Leasehold	CYM182439

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
49.	Derby Distribution Centre	Wm Morrison Produce Limited	Derby Distribution centre, Sinfin Lane, Derby, DE24 9GL	Freehold	DY495475
50.	Reigate	Safeway Stores Limited	Land and buildings on the west side of Bell Street, Reigate and Land lying to the west of Bell Street, Reigate	Freehold Leasehold	SY630412 – Freehold SY664420 – Leasehold
51.	Birmingham, Edgbaston	Optimisation Investments Limited Wm Morrison Supermarkets Limited	Land on the north side of Harborne Road, Birmingham	Leasehold	WM993920 MM19688
52.	Cromer	Safeway Stores Limited	Land to the South of Central Road, Cromer	Freehold	NK118838
53.	Manchester, Chorlton	1. English Real Estates Limited 2. Wm Morrison Supermarkets Limited 3. Safeway Food Stores Limited	GM352590 – land and buildings on the North Side of Wilbraham Road, Chorlton-cum-Hardy GM389027 – land on the North East side of Albany Road, Chorlton-Cum-Hardy GM280745 – land and buildings on the south east side of Albany Road, Chorlton-cum-Hardy	Freehold Freehold Leasehold	GM352590 – Freehold GM389027 – Freehold GM280745 – Leasehold
54.	Watford	Optimisation Investments Limited	Land on the east side of Ascot Road, Watford	Leasehold	HD525659 HD536356

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
		Wm Morrison Supermarkets Limited			
55.	Birmingham, Rubery	Safeway Stores Limited	Safeway Superstore, Bristol Road South, Rubery	Freehold	WM611233
56.	Worthing	Wm Morrison Supermarkets Limited	Land and buildings lying to the North of Newland Road, Worthing	Freehold	WSX100445
57.	Sheffield, Meadowhall	WM Morrison Supermarkets Limited	Land and buildings on the west side of Meadowhall, Sheffield	Freehold	SYK360618
58.	Barry	WM Morrison Supermarkets Limited	Area N1b, The Waterfront, Barry and Area N1A The Waterfront, Barry	Freehold	CYM375563 and CYM70344
59.	Buxton	Safeway Stores Limited	Safeway Stores Plc, Bakewell Road, Buxton (SK17 9TB) and Land on the East side of Bakewell Road, Buxton	Freehold	DY235288 and DY240418
60.	Dudley	Safeway Stores Limited Optimisation Developments Limited	Land on the north side of Stalling's Lane, Kingswinford and Safeway Petrol Station, Charterfield Shopping Centre, Charterfield Drive, Kingswinford (DY6 7SH)	Freehold	WM412530 (Optimisation Developments Limited) and WM555735 (Safeway Stores Limited)
61.	Wincanton	Safeway Stores Limited	Land on the south east side of Southgate Road, Hawkers Bridge, Wincanton	Freehold	ST109964

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
62.	Crowborough	Safeway Stores Limited	Land forming part of Wm Morrison Supermarket, Pine Grove, Crowborough TN6 1DP	Freehold	ESX128552 ESX161892 ESX163959 ESX191148 ESX264026 ESX270077 ESX272190 ESX272769 ESX273672 ESX31334 ESX315903 ESX72004 ESX91960 ESX61119
63.	Farnborough	Wm Morrison Supermarkets Limited	1, 2, 3 and 4 Village Centre, The Merlin, Surgery and Community Centre, Links Way, Southwood, Farnborough and Petrol Filling Station, Southwood Centre, Summit Avenue, Farnborough	1. Freehold 2. Leasehold	HP493963 – Freehold HP788306 – Leasehold
64.	Horndean	Safeway Stores Limited	Safeway Supermarket, Lakesmere Road, Dell Piece West, Horndean	Freehold	HP484750
65.	Fakenham	Safeway Stores Limited	WM Morrison Supermarkets Plc, Clipbush Lane, Fakenham, NR21 8SW	Freehold	NK158035
66.	Totton	Safeway Stores Limited	Safeway Stores Plc, Spruce Drive, Totton, Southampton, SO40 8AD	Freehold	HP475936
67.	Northampton Depot	Wm Morrison Supermarkets Limited	Land on the north west side of Banbury Lane, Rothersthorpe	Freehold	NN184473
68.	Newport, Isle of Wight	Safeway Stores Limited	Land and Buildings known as Safeways, Church Litten, Newport	Leasehold	IW32648

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
69.	Plymstock	Safeway Stores Limited	Pomphlett Mill, Oreston Road and Billacombe Road, land on the South side of Billacombe Road and land adjoining Billacombe Road, Pomphlett	Freehold	DN367100, DN372233 and DN379389
70.	Liskeard	Safeway Stores Limited	Land on the North East side of Plymouth Road, Liskeard	Freehold	CL85155
71.	Tavistock	Safeway Stores Limited	Land on the south west side of Plymouth Road, Brook, Tavistock	Freehold	DN265367
72.	Beccles	Safeway Stores Limited	Land on the East side of George Westwood Way, Beccles	Freehold	SK165414
73.	London, Harrow	Safeway Stores Limited	Land on the south side of Uxbridge Road, Hatch End	Freehold	NGL673668
74.	Wrexham	1. Optimisation Investments Limited 2. Wm Morrison Supermarkets Limited	Land on the north side of Ruthin Road, Wrexham	Leasehold	CYM525133 CYM580360
75.	Bristol, Cribb's Causeway	Wm Morrison Supermarkets Limited	Site 2 South, Cribbs Causeway, South Gloucestershire	Leasehold	GR265218
76.	Aldridge	1. Safeway Limited 2. Wm Morrison Supermarkets Limited	Land on the west side of Anchor Road, Aldridge	Freehold	1. WM556257 2. MM8261 and WM583764
77.	Sandown Lake	Safeway Stores Limited	Land on the north side of Newport Road, Sandown	Freehold	IW25099
78.	Birmingham, Bromwich	1. Wm Morrison Supermarkets Limited 2. Safeway Stores Limited	Land lying on the South side of Chester Road 30 and 36 Hurst Lane, Castle Bromwich, Birmingham B34 7HR	Freehold	WM381116, WM481852 and WM131922

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
79.	Weymouth Street, Warminster	Safeway Stores Limited	Land lying to the north-west of Weymouth Street, Warminster	Freehold	WT102994
80.	Leek	1. Wm Morrison Supermarkets Limited 2. English Real Estates Limited 3. Safeway Limited	Land and buildings on the west side of Junction Road, Leek (ST13 5QB); and Churnet Valley Hotel, Newcastle Road, Leek, ST13 5QB; and Land and buildings on the North East side of Barnfield Close, Leek; and Land lying to the south west of Burton Street, Leek; and Safeway Superstore, Junction Road, Leek	1. Freehold 2. Leasehold	SF286104, SF281575, SF296909 and SF283110 – Freehold SF284092 – Leasehold (expired)
81.	Lichfield	English Real Estates Limited	Land and buildings on the south side of Beacon Street	Freehold	SF248571
82.	Welwyn Garden City	Safeway Limited	Land lying on the South-West of Black Fan Road, Welwyn Garden City	Freehold	HD196461
83.	Sheppey	RP (No. 37) Limited	Land at Sheppey Way, Queensborough, Sheerness	Freehold	TT9252
84.	Spalding	Wm Morrison Supermarkets Limited	Land on the east side of Stephenson Avenue, Spalding and land lying to the South West of Cresswell Close, Pinchbeck	Freehold	LL148777 and LL83151
85.	Canterbury	Safeway Stores Limited	Land on the north side of Wincheap, Canterbury	Freehold	K755511
86.	Rushden Manufacturing	Wm Morrison Supermarkets Limited	Office Premises, Crown Way, Rushden (NN10 6BT)	Freehold	NN164458
87.	Yate	English Real Estates Limited	Land and buildings on the north side of Station Road, Yate	Freehold	AV158270

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
88.	Carmarthen	English Real Estates Limited	Land on the East of the A484 leading from Cwmffrwd to Pen-Sarn	Freehold	WA628786
89.	London, Sidcup	Safeway Stores Limited	Supermarket and Car Park, Elm Road, Sidcup and Unit Shops and Mall, Sidcup High Street, Sidcup	Leasehold	SGL646701 and SGL646699
90.	Weston Super Mare	Safeway Stores Limited	WM Morrison Supermarkets Plc, Summer Lane, Weston-super-Mare, BS24 7AY	Freehold	ST138206
91.	Leyland	Wm Morrison Supermarkets Limited	Land lying to the north of Golden Hill Lane, Leyland	Freehold	LAN42048
92.	Newtown	Safeway Stores Limited	Land on the South Side of Pool Road, Newtown	Freehold	WA795881
93.	Bristol, Hartcliffe	Wm Morrison Supermarkets Limited	Morrison Supermarket, Symes Avenue, Bristol Premises at Symes Avenue, Bristol	Leasehold	BL97503 and BL128599
94.	Plymouth	Safeway Limited	282 Outland Road	Freehold	DN30565
95.	Chelmsford	Wm Morrison Supermarkets Limited	Land and buildings on the south side of Copperfield Road, North Melbourne	Freehold	EX420926
96.	London, Enfield	1. Wm Morrison Supermarkets Limited	Land on the south side of Southbury Road, Enfield	Freehold	1. EGL305378 and EGL296853
97.	Hyde	Wm Morrison Supermarkets Limited	Land and buildings on the North Side of Mottram Road, Hyde Supermarket premises and petrol filling station, Mottram Road, Hyde	1. Freehold 2. Leasehold	1. GM370671 2. GM865007, GM715369 and GM721482

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
98.	St Ives	Wm Morrison Supermarkets Limited	Land on the south side of Needingworth Road, St Ives	Freehold	CB405496
99.	Brecon	Safeway Stores Limited	Land on the north-west side of Free Street, Brecon	Freehold	WA926176
100.	Corby	Wm Morrison Supermarkets Limited	Land on the north west side of Birchington Road, Corby Land on the north side of Steel Road, Corby	Freehold	NN252842 and NN243643
101.	Rothwell	Wm Morrison Supermarkets Limited	Land on the North Side of Commercial Street, Rothwell, Leeds, Land to the West of 58 Commercial Street, Rothwell, Leeds, LS26 0QB, Land on the North side of Commercial Street, Rothwell, Land lying to the North of Commercial Street, Rothwell, Land on the North side of Commercial Street, Rothwell, Leeds, LS26 0AW, Land and buildings lying to the North of Commercial Street, Rothwell, Leeds, Land lying to the East of Meynell Avenue, Rothwell, Leeds LS26, Land and buildings on the North and South Sides of Commercial Street, Rothwell, Leeds and Land on the east side of Meynell Avenue, Rothwell and land lying to the south east of	Freehold	WYK359857, WYK432543, WYK470234, WYK48346, WYK570225, WYK827980, WYK899209, YY51037, WYK498057 and YY60351

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
			Ingram Parade, Rothwell, Leeds		
102.	Seaford	Safeway Stores Limited	Safeway, Dane Road, Seaford	Freehold	ESX83463
103.	Wetherby	Wm Morrison Supermarkets Limited	Land on the North side of Hallfield Lane, Wetherby, North West side of York Road, Wetherby, Land lying to the North of Hallfield Lane, Wetherby, Land and buildings on the West side of North Street and the North East side of Horsefair, Wetherby, Land and buildings on the North side of York Road, Wetherby, 3 and 5 Hallfield Lane, Wetherby and Land lying to the North of Hallfield Lane, Wetherby	Freehold	WYK273846, WYK624245, WYK722060, WYK20110, and WYK857139
104.	Llanelli	Wm Morrison Supermarkets Limited	Morrisons Site, Parc Trostre, Llanelli	Freehold	CYM318752

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
105.	Wednesbury	Wm Morrison Supermarkets Limited	Wm Morrison Supermarkets Plc, 239 Holyhead Road, Wednesbury, WS10 7BD	Freehold	WM921993
106.	Bradford	Wm Morrison Supermarkets Limited	Land and buildings on the west side of Woodhall Road, Calverley, Land on the north side of Leeds Old Road, Thornbury and Rushton Park, Rushton Avenue, Bradford	Freehold	WYK610044, WYK393973 and WYK707610
107.	Loughton	1. Safeway Stores Limited 2. English Real Estates Limited	Land at the back of 31 The Drive, Loughton, IG10 1HB, 246, 248 and 250 High Road, Loughton, Land on the north east side of 27 The Drive, Loughton, IG10 1HB, Land lying to the North of The Drive, Loughton, 242 High Road, Loughton and 29 The Drive, Loughton	Freehold	1. EX217165, EX237650, EX240711, EX531070, EX552785 2. EX490144
108.	Gadbrook Manufacturing	Wm Morrison Supermarkets Limited	Land on the east and west side of King Street, Rudheath, Northwich and 1 and 2 King Street Cottages, King Street, Rudheath, Northwich and 5 King Street, Rudheath, Northwich CW9 7RX	Freehold	CH402012, CH403450, CH404576 and CH503608
109.	Whitley Bay	English Real Estates Limited	Land and buildings on the north west side of Hillheads Road, Whitley Bay	Freehold	TY197440
110.	Bridgwater	Safeway Stores Limited	Land and buildings on the west side of Hamp Ward, Bridgwater, Bridgwater Rugby Club, Broadway, Bridgwater and land on the north side of Bridgwater and Taunton Canal, Sedgemoor	Freehold	ST103045, ST114854 and ST114872

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
111.	Market Drayton	Safeway Stores Limited	Safeway Stores PLC, Maer Lane, Market Drayton TF9 3AL	Freehold	SL74596
112.	Witham	Safeway Stores Limited	Land on the east side of Braintree Road, Witham	Freehold	EX495385
113.	Little Clacton	Safeway Stores Limited	Wm Morrison Supermarkets Plc, Centenary Way, Little Clacton, Clacton-On-Sea CO16 9SB	Freehold	EX531709
114.	Grimsby	International Seafoods Limited	Land at Europarc, Great Coates, Grimsby, Land on the North West side of Innovation Way, Grimsby and Land and buildings on the North side of Pegasus Way, Europarc, Great Coates, Grimsby	Freehold	HS311687, HS311728 and HS336185
115.	Boroughbridge	Wm Morrison Supermarkets Limited	Land at Stump Cross, Boroughbridge, (YO5 9HU)	Freehold	NYK175625
116.	Porth	Wm Morrison Supermarkets Limited	Rhondda Trading Estate, Porth	Freehold	WA6145
117.	Norwich	Wm Morrison Supermarkets Limited	Land on the West side of Noblenz Avenue, Norwich	Leasehold	NK227354
118.	Kettering	Wm Morrison Supermarkets Limited	119 Lower Street, Kettering AND land and buildings at Lower Street, Kettering AND land on the south west side of Northfield Avenue, Kettering	Freehold	NN108609, NN205619 and NN146109
119.	Lowestoft	1. Wm Morrison Supermarkets Limited 2. Safeway Limited	18 Tower Road, Lowestoft and Southview Joinery, Gisleham, Lowestoft	Freehold	1. SK265126, SK265127 and SK259795 2. SK94225

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
124.	Flaxby Manufacturing (Chippendale Foods)	Chippendale Foods Limited	Land at Flaxby, Land at York Road and lying to the West and North of York Road, Flaxby, Knaresborough	Freehold	NYK40811 and NYK360164
125.	Minehead	Optimisation Investments Limited	Land on the north side of Vulcan Road, Minehead	Leasehold	ST289635
126.	Redruth	1. Wm Morrison Supermarkets Limited 2. English Real Estates Limited 3. Freehold Investments Limited	Land and buildings on the north side of Agar Road, Redruth and Agar Service Station, Agar Road, Illogan Highway, Redruth (TR15 3NH), and Safeway Store, Agar Road, Redruth	1. Freehold 2. Freehold 3. Freehold	1. CL245726 2. CL82691 3. CL87503
127.	London, Holloway	Safeway Stores Limited	The Safeway Superstore and Multi-Storey Car Park at Nags Head Shopping Centre, Holloway Road, Holloway	Leasehold	NGL703186
128.	Redditch	Safeway Stores Limited	3 Clearwell Road, Redditch (B98 0SW)	Freehold	HW88179
129.	Chester	Safeway Stores Limited	Land on the South East side of Mill Lane, Upton	Freehold	CH434142

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
130.	Malton	1. Wm Morrison Supermarkets Limited 2. Safeway Stores Limited	Land on Castlegate, Malton, Land lying to the South of Castlegate, Malton, Land lying to the south of Castlegate, Malton, Land and buildings lying to the east of Railway Street, Malton, and Land at Castlegate, Malton (YO17 7DT)	Freehold: NYK114347, NYK166896 and NYK230010 Leasehold: NYK257389, NYK213025 and NYK250443	1. NYK114347, NYK213025, NYK250443, and NYK166896 2. NYK230010 and NYK257389
131.	Southport	Safeway Stores Limited	91 Lord Street, Southport, PR8 1RH and land and buildings lying to the south of and on the south side of Esplanade and land and buildings on the South West of Kingsway, the North West side of Lord Street and North East side of Duke Street	1. Freehold 2. Leasehold	1. MS294265 2. MS160919
132.	Rotherham	Wm Morrison Supermarkets Limited	Two pieces of land on the North side of Poplar Way, Catcliffe, Land on the North side of Poplar Way, Catcliffe and Land and Buildings lying to the north of Poplar Way, Catcliffe	Freehold	SYK454985, SYK454987 and SYK455051
133.	Saltney	Wm Morrison Supermarkets Limited	Land at High Street, Saltney, Chester, Land on the West Side of Bridge Street, Saltney, Chester and land and buildings at Chester Road, Saltney, Chester (CH4 8RU)	Freehold	CYM471812, WA483729 and WA968658
134.	Cutler	Wm Morrison Supermarkets Limited	Land and buildings on the south side of Cutler Heights Lane, Dudley Hill, Land and Buildings on the east side of School Street, Land and buildings on the South West side of Dagenham	Freehold	WYK45310, WYK532291, WYK515725 and YY6622

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
			Road, Bradford, Land lying on the south of Cutler Heights Lane, Bradford		
135.	London, Chingford	Wm Morrison Supermarkets Limited	8-12 Salisbury Hall Gardens, London, E4 8SA and Land on the East side of Rowden Park Gardens, Chingford Road, Walthamstow	Freehold	P33768 and EGL30879
136.	Stone	Safeway Stores Limited	Land on the south side of Mill Street, Stone and land on the north east side of Christchurch Way, Stone	1. Freehold possessory 2. Freehold absolute	1. SF278720. 2. SF388051, SF383948 and SF259107
137.	Wakefield	Wm Morrison Supermarkets Limited	Land lying to the West of Lingwell Gate Lane, Outwood, Land and Buildings at Lingwell Gate and Carr Gate, Land at the South West side of Lingwell Gate Lane, Lofthouse. Lawns House, Grandstand Road. Rathbone Kear Ltd, Stephenson Way, Wakefield, 41 Industrial Estate, Wakefield, WF2 0XN. Land and buildings on the East and West sides of Lawns Lane, East Ardsley. Land on the North side of Grand Stand Road, Wakefield	Freehold	WYK590181, WYK497087, WYK192356, WYK432715, WYK591861, WYK254608 and WYK278644
138.	Kirkby	Optimisation Investments Limited Wm Morrison Supermarkets Limited	WM Morrison Supermarkets, Ashfield Precinct, Kirkby In Ashfield, Nottingham, NG17 7BQ and Ashfield Precinct, Precinct Road, Kirkby-in-Ashfield	Freehold Leasehold	NT328731 NT481178

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
139.	Newcastle Under Lyme	Safeway Stores Limited	Land on the east side of Brook Lane, Newcastle-under-Lyme	1. Freehold absolute 2. Freehold possessory 3. Leasehold possessory 4. Good leasehold	1. SF344624 2. SF344627 3. SF344629 4. SF252948
140.	Belper	1. Safeway Stores Limited 2. Stalwart Investments Limited	Land and buildings on the West side of Chapel Street, Belper and Safeway Store, Chapel Street, Belper	Freehold	DY164998 and DY176898
141.	London, Queensbury, Honeypot Lane	Safeway Stores Limited	Land and Buildings on the South Western and North Eastern side of Westmoreland Road and part of the sites of Westmoreland Road and Cumberland Road, Kingsbury, NW9 9RL	Freehold	NGL677029
142.	Cheltenham	Safeway Stores Limited	Safeway Stores, Caernarvon Road, Up Hatherley (GL51 3BW) and Part of Local Centre, Up Hatherley	1. Freehold 2. Leasehold	1. GR105843 2. GR106030
143.	Eastwood	Safeway Stores Limited	Land on the West side of Mansfield Road, Eastwood	Freehold	NT249403

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
144.	Ellesmere Port	1. Wm Morrison Supermarkets Limited 2. English Real Estates Limited	Olbers, Oak Grove, Ellesmere Port; Oak House, Oak Grove, Ellesmere Port, CH65 6SQ; Land on the north side of Olbers, Oak Grove, Whitby, Ellesmere Port, CH65 6SQ; Land adjoining Cedar House, Oak Grove, Whitby; Cedar House Oak Grove Whitby Ellesmere Port; and land and buildings lying to the west of Chester Road, Ellesmere Port	1. Freehold 2. Caution Title	1. CH279526, CH296635, CH560320 and CH221209 2. CH226400 and CH269567
145.	Whitefield	Wm Morrison Supermarkets Limited	Land at Moreton Avenue, Whitefield, Manchester	Freehold	MAN128592
146.	Kidderminster	Wm Morrison Supermarkets Limited	Boucher Textile Engineering, Stourside Industrial Estate, Green Street, Kidderminster and land adjoining Stourvale Mills, Green Street, Kidderminster and land adjoining the Southern part of Stourvale Mills, Green Street, Kidderminster and Wm Morrison Supermarkets Plc, Green Street, Kidderminster	Freehold	WR76457, WR91099, WR93291 and WR76496
147.	Bedford	Optimisation Investments Limited Wm Morrison Supermarkets Limited	Wm Morrison Supermarkets plc, Ampthill Road, Bedford (MK42 9JP)	Freehold Leasehold	BD287021 BD293961

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
152.	Burntwood High Street	Safeway Stores Limited	Land on the west side of High Street, Chasetown AND Land and buildings lying to the west of High Street, Chasetown Industrial Estate, Chasetown	Freehold	SF397054 and SF378724
153.	Caernarfon North Road	Safeway Stores Limited	Land and Buildings on the north and north west sides of North Road, Caernarfon	Freehold	WA707300 and WA726756
154.	Sheffield Halfway Oxclose Park Road	Wm Morrison Supermarkets Limited	Land on the east side of Rotherham Road, Halfway, Sheffield	Freehold	SYK377069
155.	Morpeth, Low Stanners	1. Safeway Stores Limited 2. Optimisation Investments Limited	Wm Morrison's, Dark Lane, Morpeth, NE61 1ST, The Retreat, Dark Lane, Morpeth and Land on the north side of Staithes Lane, Morpeth	ND105842 and ND168917 (Freehold absolute) ND167455 (Freehold possessory) ND177861 (Leasehold absolute) ND179082 (Good leasehold)	1. ND105842, ND177861 and ND179082 2. ND167455 and ND168917 ND177861
156.	FB Bradford Manufacturing	Wm Morrison Supermarkets Limited	Land and building on the South side of Thornton Road, Allerton	Freehold	WYK494537
157.	Lutterworth Bitteswell Road	Safeway Stores Limited	10-16 Bitteswell Road, Lutterworth, LE17 4EZ and 39-45 George Street, Lutterworth and Land on the West side of Bitteswell Road, Lutterworth and Land on the North East side of Bitteswell Road, Lutterworth and Land on the South East side of Guthlaxton Avenue, Lutterworth	Freehold	LT276217, LT297641, LT297646, LT298362, LT298375, LT304941, LT305207, LT381439, LT200656, LT295162 and LT248057

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
158.	Ripon, Harrogate Road	1. English Real Estates Limited 2. WM Morrison Supermarkets Limited	Land on the East side of Harrogate Road, Ripon and land to the north west of Ripon Bypass, Ripon	Freehold	1. NYK123795 2. NYK318750
159.	Hartlepool	WM Morrison Supermarkets Limited	Land on the east side of Raby Road, Hartlepool, Land and buildings on the west side of Clarence Road, Hartlepool, Monolith site 4, lying to the east of Clarence Road, Hartlepool, Land on the east side of Clarence Road, Hartlepool, Land and buildings lying to the North of Raby Road, West Hartlepool, 42 Raby Road, Hartlepool, 40 Raby Road, Hartlepool, Land adjacent to Clarence Road, Hartlepool, Land on the east side of Clarence Road and North East side of Raby Road, Hartlepool and Land and buildings on the south east side of Belle Vue Way, Hartlepool	Freehold	CE104265, CE168000, CE104271, CE44247, CE79854, DU34917, CE144606, CE167988 and CE175554
160.	Denton	WM Morrison Supermarkets Limited	1. Land and Buildings on the south side of Hyde Road, Denton 40 and 42 Hyde Road, Denton, M34 3AE Land and Buildings on the south side of Hyde Road, Denton Land adjoining 40 Hyde Road, Denton Land on the east side of Bond Street, Denton 2 to 8 (even) Hyde Road, Denton	1. Freehold 2. Leasehold	1. GM305679, GM409784, GM53931, GM565879, GM77528, GM830320, GM845695, GM882035, LA128844, LA280646, LA285977, LA300872, LA365168, LA365325,

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
			<p>Land on the West side of Saxon Street, Denton</p> <p>Land on the South side of Hyde Road and land on the east side of Iron Street, Denton</p> <p>Land and building on the East side of Bond Street, Denton</p> <p>Land and buildings on the South West side of Bond Street, Denton</p> <p>40 Hyde Road, Denton</p> <p>Land lying to the South East of Bond Street, Denton</p> <p>Redsure House, Bond Street, Denton</p> <p>10 Hyde Road, Denton</p> <p>23 Russell Street and land and buildings at the junction of Russell Street and Saxon Street, Denton</p> <p>Land on the east side of Denton Hall, Farm Road, Denton</p> <p>Land on the south side of Inman Street, Denton</p> <p>2. Land on the east side of Stockport, Denton</p> <p>Land and buildings on the east side of Iron Street, Denton</p> <p>Land and buildings on the south side of Hyde Road, Denton</p> <p>Land on the south side of Hyde road, Denton</p> <p>Land and buildings on the South side of Hyde Road, Denton</p> <p>Part of 10 Hyde Road, Denton, M34 3AE</p>		<p>GM925214, GM941731 and GM199265</p> <p>2. GM228933, GM305680, GM54086, GM645720, LA259027 and LA364044</p>

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Title Number
161.	Canvey Island Northwick Road	Safeway Stores Limited	Land and buildings on the west side of Canvey Road and on the north and south sides of Northwick Road, Canvey Island and Northwick Farm, Northwick Road, Canvey Island, SS8 0PY	Freehold	EX111164, EX391179 and EX84690
162.	Rochester	Safeway Stores Limited	Land and buildings on the South East side of Knight Road, Strood, Rochester, Land and buildings on the South side of Commercial Road, Strood, land on the South-East side of Knight Road, Strood, Rochester, Land and buildings on the east side of Knight Road, Strood, Rochester, land and buildings on the South East side of Knight Road, Strood, Rochester, land on the east side of Knight Road, Strood and land on the south side of Jane's Creek Pumping Station, Knight Road, Strood, Rochester	Freehold Leasehold	K565407, K601018, K833866 and K913315 - freehold K750425, K833852 and K833855 - leasehold
163.	Tewkesbury	Safeway Stores Limited	Land and buildings on the North side of Ashchurch Road Land at Ashchurch Road, Tewkesbury	Freehold	GR153545 and GR126293

SIGNATORIES TO SECURITY AGREEMENT

THE CHARGORS

EXECUTED as a DEED by
CHIPPINDALE FOODS LIMITED
acting by:
ANDREW THORNER
as Director:

REDACTED

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Witness:

REDACTED

Name:

THOMAS RUTLY

Address:

MILMORE HOUSE, BRADFORD

Occupation:

MANUFACTURING GRADUATE

as Director:

REDACTED

Witness: _____ REDACTED _____

Name: ADELE WHORTON

Address: HILMORE HOUSE, BRADFORD

Occupation: LEGAL PA

**EXECUTED as a DEED by
FARMERS BOY LIMITED**
acting by:

ANDREW THORNER

as Director:

REDACTED

Witness:

REDACTED

Name:

THOMAS RUTLY

Address:

HILMORE HOUSE, BRADFORD

Occupation:

MANUFACTURING GRADUATE

REDACTED

as Director:

Occupation: LEGAL PA

.REDACTED.

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REDACTED

REDACTED

THOMAS ROUNTLY

MILMORE HOUSE, BRADFORD

MANUFACTURING GRADUATE

EXECUTED as a DEED by
NEEROCK LIMITED
acting by:

ANDREW THORNER

as Director:

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Witness: REDACTED
Name: THOMAS ROUTLY
Address: HILLMORE HOUSE, BRADFORD
Occupation: MANUFACTURING GRADUATE

EXECUTED as a DEED by
OPTIMISATION DEVELOPMENTS
LIMITED
acting by:

Jonathan Bees

as Director:

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)
REDACTED
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Witness: REDACTED

Name: ADELE WHORTON

Address: HILMORE HOUSE, BRADFORD

Occupation: LEGAL PA

REDACTED

LEGAL AF

Jonathan Burke

REDACTED

Occupation: LEGAL PA

as Director:

REDACTED

Witness: REDACTED

Name: ADELE WHORTON

Address: MILMORE HOUSE, BRADFORD

Occupation: LEGAL PA

EXECUTED as a DEED by
SAFEWAY FOOD STORES LIMITED
acting by:

JONATHAN BLAKE

as Director:

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REDACTED

.....)

Witness:

- REDACTED -

Name:

ADELE WHORTON

Address:

HILMORE HOUSE, BRADFORD

Occupation:

LEGAL PA

EXECUTED as a DEED by
SAFEWAY STORES LIMITED
acting by:

JONATHAN BARKS

as Director:

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REDACTED

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Witness:

REDACTED

Name:

ADELE WHORTON

Address:

HILMORE HOUSE, BRADFORD

Occupation:

LEGAL PA

EXECUTED as a DEED by
STALWART INVESTMENTS LIMITED
acting by:

JOHANN BARKS

as Director:

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)
REDACTED
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Witness: REDACTED

Name: ADELE WHORTON

Address: HILMORE HOUSE, BRADFORD

Occupation: LEGAL PA

EXECUTED as a DEED by
WM MORRISON PRODUCE LIMITED
acting by:

ANDREW THORNER

as Director:

) REDACTED
)
)
)
)
)
)

.....

Witness:

REDACTED

Name:

THOMAS ROUTLY

Address:

HILMORE HOUSE, BRADFORD

Occupation:

MANUFACTURING GRADUATE

DAVID POTTS

as Director:

REDACTED

.....

Witness:

REDACTED

Name:

AUSA WYATT

Address:

WILMORE HOUSE, BRADFORD

Occupation:

PERSONAL ASSISTANT

THE SECURITY AGENT

Executed as a **DEED** for and on behalf of

GLAS TRUST CORPORATION LIMITED

by: **REDACTED**

Emma Batchelor
Senior Transaction Manager

In the presence of:

REDACTED

NAME: HENRY LEADSON

ADDRESS:

55 Ludgate Hill
London
EC4M 7JW