

# MR01

## Particulars of a charge

614396/26

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

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

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR08



A22 10/04/2015 #40  
COMPANIES HOUSE

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

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 00830036

Company name in full Fairholme Estates (Holdings) Limited

45 For official use

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 27/03/2015

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

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

Name Nationwide Building Society as Security Trustee

Name

Name


Name

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

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

MRO1

Particulars of a charge

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument  Brief description All the right, title, benefit and interest (whether present or future) of the Company in and to the Rental Income (as defined in the Facility Agreement) in terms of the Lease (as more particularly described in the Instrument)	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature X  X  This form must be signed by a person with an interest in the charge	

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Greg Peebles

Company name DWF LLP

Address Dalmore House

310 St Vincent Street

Post town Glasgow

County/Region

Postcode

G 2 5 Q R

Country Scotland

DX GW9 Glasgow

Telephone 0141 228 8000



### Certificate

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



### Checklist

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

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

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'.



### Where to send

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

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

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



### Further information

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

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



**FILE COPY**

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

Company number: 830036

Charge code: 0083 0036 0045

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2015 and created by FAIRHOLME ESTATES (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th April 2015

*DF*

Given at Companies House, Cardiff on 23rd April 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

09 APR 2015

*Shirley Kayia*  
DWF LLP

This Assignment is an important legal document

Nationwide recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment

#### ASSIGNATION BY

**FAIRHOLME ESTATES (HOLDINGS) LIMITED**, a company incorporated in England under the Companies Acts with registered number 00830036 and having our registered office at 47 St John's Wood High Street, London NW8 7NJ (the "**Assignor**") in favour of

**NATIONWIDE BUILDING SOCIETY**, incorporated under the Building Societies Acts and having its Head Office at Nationwide House, Pipers Way, Swindon SN38 1NW as Security Trustee for the Secured Parties referred to in the Facility Agreement (hereinafter defined) between the Assignor and the said Nationwide Building Society as the Arranger, the Original Lender, the Agent and as security trustee for the Secured Parties (hereinafter called "**Nationwide**") in security of all sums of money which now are or which may at any time or from time to time be or become due to the Finance Parties (as defined in the Facility Agreement) by the Assignor (therein called the Borrower) and/or for which the Assignor now is or may at any time or from time to time be or become liable or responsible to the Finance Parties in any manner of way or in any respect whatsoever whether certain or contingent, whether solely or jointly with any other person or persons and whether as principal debtor or cautioner or guarantor or surety in each case under the Finance Documents (as defined in the Facility Agreement) including, in particular but without prejudice to the foregoing generality, sums of principal, interest including capitalised interest, discounts, commissions, costs and expenses and including all expenses incurred by the Security Trustee in relation to this security in each case under the Finance Documents (hereinafter called the "**Secured Liabilities**")

#### 1 Meaning of certain words

##### 1.1 Definitions

In this Assignment, unless the context otherwise requires

<b>Assignor</b>	means the legal party whose details appear in Part A of the Schedule,
<b>Default Rate</b>	means the default interest rate specified in the Facility Agreement and if there is more than one Facility Agreement and more than one default rate the different default rates shall be applied to such parts of the Secured Liabilities as Nationwide shall in its absolute discretion deem appropriate,
<b>Disposal</b>	means a sale, transfer, assignation, declaration of trust or other disposal (including by way of lease, tenancy or loan) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time and " <b>dispose</b> " shall be construed accordingly,
<b>Enforcement Date</b>	means the date on which Nationwide demands the payment or discharge of all of or any of the Secured Liabilities or, if earlier, any

date on, or after, the occurrence of an Event of Default which is continuing,

<b>Event of Default</b>	has the meaning given to it in the Facility Agreement,
<b>Facility Agreement</b>	means at any time the facility agreement issued by Nationwide and accepted by the Assignor in respect of facilities made available by Nationwide to the Assignor and if there is more than one of them, as the context requires, means each and/or all such facility agreements,
<b>Lease</b>	means each lease of the Property detailed in Part C of the Schedule as the same may be varied from time to time,
<b>Permitted Charge</b>	means any Security Right over the Rents which has been granted or permitted to subsist with the prior written consent of Nationwide,
<b>Property</b>	means the property described in Part B of the Schedule,
<b>Rents</b>	means all the right, title, benefit and interest (whether present or future) of the Assignor in and to the Rental Income as defined in the Facility Agreement
<b>Schedule</b>	means the Schedule of three Parts annexed and executed as relative hereto,
<b>Security Right</b>	means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothec, standard security, assignation by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind,
<b>Status Change</b>	means <ul style="list-style-type: none"> <li>(a) an amalgamation of Nationwide with one or more other building societies pursuant to section 93 of the Building Societies Act 1986, or</li> <li>(b) a transfer of all or substantially all its engagements (including all the obligations of Nationwide under this Assignment) to another building society pursuant to section 94 of the Building Societies Act 1986, or</li> <li>(c) a transfer of the whole of Nationwide's business to a company pursuant to section 97 of the Building Societies Act 1986, or</li> <li>(d) an alteration in the status of Nationwide by virtue of any statute or statutory provisions which alters, or permits the alteration of the status of building societies generally or building societies which meet specified criteria to that of an institution authorised under the Financial Services and Markets Act 2000 or to a body which is regulated on a similar basis to an institution authorised under the Financial Services and Markets Act 2000,</li> </ul> and "Successor" means the resulting building society, company, institution or body,
<b>Subsidiary</b>	shall have the meaning given to it by section 1159 of the Companies Act 2006

## **2 Secured Liabilities secured on the Rents**

### **2.1 Secured Liabilities**

The Assignor hereby undertakes to Nationwide that it will pay to Nationwide the Secured Liabilities and discharge all obligations now or in the future due, owing or incurred by it to the Finance Parties under the Finance Documents when the same become due for payment or discharge whether by acceleration or otherwise whether

- (a) express or implied,
- (b) present, future or contingent,
- (c) joint or several,
- (d) incurred as principal or under a guarantee or indemnity under the Finance Documents,
- (e) denominated in Sterling or in any other currency

## **3 Assignment of Rents**

### **3.1 Assignment**

The Assignor as a continuing security for the payment and discharge of the Secured Liabilities hereby assigns to Nationwide the Rents

### **3.2 Assignment provisions**

In respect of the Rents

- (a) they are assigned absolutely but subject to re-assignment upon the Secured Liabilities being paid or discharged in full in accordance with the Facility Agreement, whereupon Nationwide shall, at the request and cost of the Assignor, re-assign the Rents to the Assignor,
- (b) At any time after the Enforcement Date, Nationwide may (but shall not be obliged to), and the Assignor shall promptly on request by Nationwide, give to any relevant third parties such notices of assignment as Nationwide shall from time to time require,
- (c) Nationwide shall, notwithstanding the assignment, have no responsibility for the performance of the obligations of the Assignor under any Lease, agreement or contract and the Assignor shall continue to observe and perform such obligations and shall indemnify Nationwide against any liability for performance or breach of them, and
- (d) Nationwide shall, notwithstanding the assignment, have no responsibility to take any steps to recover the Rents and shall not be under any liability for reason of it either having abstained from taking any such steps or having taken any such steps

### **3.3 Further advances**

This Assignment secures further advances

## **4 Obligations in respect of the Rents**

### **4.1 Undertakings**

The Assignor undertakes to Nationwide that it will

- (a) *Not dispose* not assign or purport to assign or dispose of the Rents in whole or in part or grant, create or permit to subsist any Security Right (whether ranking in priority to, *pari passu* with or subordinate to the security hereby created) on or against the Rents or any part thereof unless permitted to do so under any Finance Document or with the express prior written consent of Nationwide
- (b) *No indulgence* At any time after the Enforcement Date, not release payment or grant time or indulgence in relation to the Rents or suffer to arise any set-off or other adverse rights against the Rents or do or omit to do anything which may delay or prejudice the right of Nationwide to receive payment of the Rents

## **5 Certain Powers of Nationwide**

### **5.1 Redemption of Permitted Charges**

At any time on or after the Enforcement Date, or if the holders of any Permitted Charges shall take any step to enforce them or demand the money thereby secured, Nationwide may pay off all or any of the Permitted Charges and take a transfer of the benefit of them or redeem the same, and the money so expended by Nationwide and all costs of and incidental to the transaction incurred by Nationwide shall be repayable by the Assignor to Nationwide on demand, shall constitute part of the Secured Liabilities and shall bear interest at the Default Rate from the date of payment by Nationwide

### **5.2 Subsequent Security Rights**

If Nationwide receives or has notice (actual or constructive) of any Security Right affecting the Rents or any part of it or if the continuing nature of this Assignment is determined for any reason, Nationwide may open a new account for the Assignor. If it does not do so then, unless Nationwide gives express written notice to the contrary to the Assignor for the purposes of this Assignment, Nationwide shall nevertheless be treated as if it had opened a new account at the time when it received or had such notice and as from that time all payments made by or on behalf of the Assignor to Nationwide shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Assignor to Nationwide at the time when it received such notice

### **5.3 Settlement of accounts**

Nationwide may settle and pay the accounts of any person in whom any Security Right may from time to time be vested and any accounts so settled and paid shall as between Nationwide and the Assignor be deemed to be properly settled and paid and shall be binding on the Assignor accordingly. The money so expended by Nationwide shall be repayable by the Assignor to Nationwide on demand, shall constitute part of the Secured Liabilities and shall bear interest at the Default Rate from the date of payment by Nationwide

### **5.4 Power to remedy**

At any time after the Enforcement Date, if the Assignor at any time defaults in complying with any of its obligations contained in this Assignment, Nationwide shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Assignor hereby irrevocably authorises Nationwide and its employees and agents by way of security to do all such things (including, without limitation, entering the Assignor's property) necessary or desirable in connection therewith. Any moneys so expended by Nationwide shall be repayable by the Assignor to Nationwide on demand together with interest at the Default Rate from the date of payment by Nationwide until such repayment, both before and after judgement or decree. No exercise by Nationwide of its powers under this clause 5.4 shall make it liable to account as a heritable creditor in possession



## 6 Waiver

The Assignor hereby waives any right of set-off it may have from time to time in respect of the Secured Liabilities

## 7 Suspense account

### 7.1 *Suspense account*

Any moneys received, recovered or realised under the powers conferred under this Assignment may, at the discretion of Nationwide, be placed in a suspense account and kept there for so long as Nationwide thinks fit pending application from time to time (as Nationwide shall be entitled to do as it may think fit) of such moneys in or towards discharge of the Secured Liabilities

## 8 Indemnities and costs and expenses

### 8.1 *Indemnity from Rents*

Nationwide and any attorney, agent or other person appointed by Nationwide under this Assignment and Nationwide's officers and employees (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Rents in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, delict or otherwise and whether arising at common law or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Assignment, or
- (b) any breach by the Assignor of any of its obligations under this Assignment,

and the Assignor shall indemnify Nationwide against any such matters

## 9 Continuing security and other matters

### 9.1 *Continuing security*

This Assignment and the obligations of the Assignor under this Assignment shall

- (a) secure the Secured Liabilities owing to Nationwide by the Assignor and shall be a continuing security notwithstanding any payment or settlement of account or other matter whatsoever,
- (b) be in addition to, and not prejudice or affect, any present or future guarantee, indemnity, Security Right, right or remedy held by or available to Nationwide,
- (c) not be assumed into or be in any way prejudiced or affected by the existence of any such guarantees, indemnities, Security Rights, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by Nationwide dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable,
- (d) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Assignor in respect of any Secured Liabilities nor by any legal limitation in any matter in respect of any Secured Liabilities or by any other fact or circumstances (whether known or not to the Assignor or Nationwide) as a result of

which any Secured Liabilities may be rendered illegal, void or unenforceable by Nationwide, and

- (e) remain binding on the Assignor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving Nationwide or of the assets of Nationwide and for this purpose this Assignment and all rights conferred on Nationwide under it may be assigned or transferred by Nationwide accordingly

## **9 2 Other security**

Nationwide shall not be obliged to resort to any guarantees, indemnities, Security Rights or other means of payment now or hereafter held by or available to it before enforcing this Assignment and no action taken or omitted by Nationwide in connection with any such guarantees, indemnities, Security Rights or other means of payment shall discharge, reduce, prejudice or affect the liability of the Assignor or the Secured Liabilities, nor shall Nationwide be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Rights or other means of payment

## **10 Miscellaneous**

### **10 1 Remedies cumulative**

No failure or delay on the part of Nationwide to exercise any power, right or remedy shall operate or be construed as a waiver. Any single or any partial exercise or waiver of any power, right or remedy shall not preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights and remedies provided by this Assignment are cumulative and are not exclusive of any powers, rights and remedies provided by law

### **10 2 Preservation of rights**

Nationwide may, in its absolute discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not a party hereto or affecting or concerning any such person in respect of the Secured Liabilities or in respect of any Security Right or any guarantee for the Secured Liabilities, without in any such case prejudicing, affecting or impairing the security hereby constituted, or any of the rights, powers or remedies of Nationwide or the exercise of the same, or the Secured Liabilities or other liability of the Assignor to Nationwide

### **10 3 Unfettered discretion**

Any liability or power which may be exercised or any determination which may be made under this Assignment by Nationwide may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give any reasons

### **10 4 Provisions severable**

- (a) Each of the provisions of this Assignment is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its drafting or effect were modified in any way, the Assignor agrees that Nationwide can require such clause to be modified so as to be valid and enforceable
- (c) Where more than one person comprises the Assignor and this Assignment is unenforceable or otherwise ineffective against one or more of the persons comprising the Assignor, the rest of the persons comprising the Assignor shall not be released from their obligations under this Assignment

### **10 5 *Transfer of rights***

- (a) The Assignor may not assign or otherwise transfer any of its rights or obligations under this Assignment
- (b) Nationwide may at any time sell, assign, novate, securitise or otherwise transfer all or any part of its rights or obligations under this Assignment in accordance with the Facility Agreement
- (c) Any consents under this Assignment may be made or given in writing signed or sealed by any Successors or transferees of Nationwide, permitted in accordance with the Facility Agreement

### **10 6 *Reorganisation of Nationwide***

This Assignment shall remain binding on the Assignor notwithstanding any change in the constitution of Nationwide or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by any other person, or any reconstruction or reorganisation of any kind including, without limitation, any Status Change. The security granted by this Assignment shall remain valid and effective in all respects in favour of any transferee of Nationwide permitted in accordance with the Facility Agreement in the same manner as if such transferee had been named in this Assignment as a party instead of, or in addition to, Nationwide and notwithstanding any Status Change.

## **11 *Notices***

### **11 1 *Notices by Assignor***

Any notice, certificate or other correspondence required to be sent or given by the Assignor to Nationwide shall be served in accordance with the provisions of the Facility Agreement.

### **11 2 *Notices by Nationwide***

Any notice, correspondence or demand for payment by Nationwide under this Assignment shall, without prejudice to any other effective mode of making the same, be deemed properly served on the Assignor if served in accordance with the provisions of the Facility Agreement.

### **11 3 *Notices conclusive***

Any notice or demand or any certificate as to the amount at any time secured by this Assignment shall in the absence of manifest error be conclusive and binding upon the Assignor if signed by an officer of Nationwide.

## **12 *Interpretation***

### **12 1 *Successors and assigns***

The expressions "Nationwide" and "Assignor" include, where the context admits, their respective successors, personal representatives and, in the case of Nationwide, its transferees whether immediate or derivative and any person with whom Nationwide may amalgamate and shall include all Nationwide's branches from time to time.

### **12 2 *Construction of certain terms***

In this Assignment, unless the context requires

- (a) words importing the singular include the plural and vice versa,

- (b) reference to (or to any specified provision of) this Assignment, the Facility Agreement or any other document shall be construed as references to this Assignment or Facility Agreement, that provision or that document as in force for the time being and as amended in accordance with its terms or, as the case may be, with the agreement of the relevant parties and (where the consent of Nationwide is, by the terms of this Assignment or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of Nationwide,
- (c) references to a person shall be construed as including references to an individual, firm, company, body corporate, corporation, unincorporated body of persons, authority or partnership (whether or not having separate legal personality) or any combination of the foregoing,
- (d) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time and any order, instrument, regulation or bye-law made or issued thereunder, and
- (e) where the expression "Assignor" includes more than one person the expression shall include each and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this Assignment

### **12 3 *No restriction on interpretation***

In construing this Assignment the interpretation of general words shall not be restricted by being preceded by words indicating a particular class of acts, matters or things or by being followed by particular examples

## **13 Law**

### **13 1 *Scots law***

This Assignment shall be governed by and shall be construed in accordance with the law of Scotland

### 13.2 Jurisdiction

The Assignor hereby irrevocably submits to the jurisdiction of the Scottish Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of Nationwide to take proceedings against the Assignor in any other court of competent jurisdiction outside Scotland, nor shall the taking of proceedings in any jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

IN WITNESS WHEREOF these presents consisting of this and the ten preceding pages are, together with the Schedule of three Parts annexed, executed as follows

For and on behalf of FAIRHOLME ESTATES (HOLDINGS) LIMITED

At 47 St John's Wood High Street, London NW8 7NJ.

On 25 March 2015

By

SOLOMON STANTON POTEL

Print Full Name

  
Director

in the presence of this witness

  
Witness Signature

ROSEMARY ANN TUBBS

Print Full Name

86 BURNELL AVENUE  
Address

WELLING, KENT DA16 3HP

DATE OF DELIVERY : 27 MARCH 2015

For and on behalf of NATIONWIDE BUILDING SOCIETY AS SECURITY TRUSTEE

At One Threadneedle street, London EC2 R 8AW

On 2nd April 2015

By

Demetrios Georgiou

Print Full Name



Authorised Signatory

in the presence of this witness



Witness Signature

STEPHANIE JAY PEARMAIN

Print Full Name

40 1 THREADNEEDLE STREET

Address

LONDON EC2R 8AW

**This is the Schedule referred to in the foregoing Assignment of Rents by FAIRHOLME ESTATES (HOLDINGS) LIMITED in favour of NATIONWIDE BUILDING SOCIETY AS SECURITY TRUSTEE**

Part A – The Assignor

Name	Fairholme Estates (Holdings) Limited
Company No	00830036
Registered Office	47 St John's Wood High Street, London NW8 7NJ

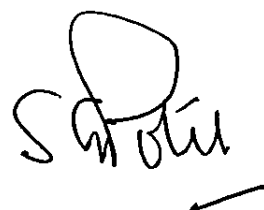
Part B – Property

All and WHOLE the subjects known as 109, 111, 112/112A Princes Street, 144/152 Rose Street, 99 and 112/114 Rose Street South Lane, Edinburgh being the subjects registered in the Land Register of Scotland under Title Number MID74819



Part C – The Lease

- 1 Lease between Ossory Road Estates Limited, Debenhams (Properties) Limited and Debenhams Limited dated 23 and 30 April 1979 and recorded in the General Register of Sasines for the County of Midlothian on 29 June 1979
- 2 Lease between The Prudential Assurance Company Limited and Lotus Limited dated 18 November and 1 December 1955 and recorded in the General Register of Sasines for the County of Midlothian on 24 December 1956
- 3 Lease between National Westminster Bank Limited, Debenhams (Properties) Limited and Debenhams Limited dated 18 September and 1 and 18 October 1980 and registered in the Books of Council and Session on 30 October 1980
- 4 Lease between National Westminster Bank Public Limited Company (as Trustee of the Lazard Property Unit Trust), Debenhams (Properties) Limited and Debenhams plc dated 3 and 26 August 1983 and recorded in the General Register of Sasines for the County of Midlothian on 14 October 1983



Director



Authorised Signatory

# Nationwide Building Society

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## ASSIGNATION OF RENTS

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**ASSIGNOR: FAIRHOLME ESTATES (HOLDINGS) LIMITED**

**IMPORTANT – PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNATION**

**This Assignment of Rents (the “Assignment”) is an important legal document Nationwide strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.**

- Nationwide will hold this Assignment as security for all amounts and liabilities owed to Nationwide. This includes all present and future loans or facilities Nationwide has granted or may in the future grant to you.
- Your liabilities under this Assignment will include any liabilities owed under any guarantees which you have given or may give to Nationwide in the future.
- This Assignment is separate from and not limited by any other security or guarantee which you may have already given or may give to Nationwide in the future.
- This Assignment contains other terms which affect you.