138651/91

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

Companies House

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

You can use the WebFi
Please go to www comp

SATURDAY

A3AHYCYA
A36 21/06/2014 #299
COMPANIES HOUSE

✓ **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**
You may not use this form register a charge where t instrument Use form MR

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

For official use 3

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

All fields are mandatory unless specified or indicated by *

1 Company details

Company number: 0 2 7 7 6 9 0 7

Company name in full: NORTHERN TRUST GROUP LIMITED

2 Charge creation date

Charge creation date: d 1 d 9 m 0 m 6 y 2 y 0 y 1 y 4

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: SITUS ASSET MANAGEMENT LIMITED (as security trustee and security agent)

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

4 Description

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

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

Description

N/A

5 Fixed charge or fixed security

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

- [x] **Yes**
- [ ] **No**

6 Floating charge

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

- [ ] **Yes** Continue
- [x] **No** Go to **Section 7**

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

- [ ] **Yes**

7 Negative Pledge

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

- [x] **Yes**
- [ ] **No**

MR01
Particulars of a charge

8 Trustee statement ❶

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X for Brodies LLP X

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

MR01
Particulars of a charge

Presenter information

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

Contact name WED AEF MGR1 3 22196255

Company name BRODIES LLP

Address 15 ATHOLL CRESCENT

Post town EDINBURGH

County/Region

Postcode E H 3 8 H A

Country UNITED KINGDOM

DX ED10

Telephone 0131 656 0294

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 or email 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

This form has been provided free of charge by Companies House

DX

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2776907

Charge code: 0277 6907 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th June 2014 and created by NORTHERN TRUST GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st June 2014.

Given at Companies House, Cardiff on 26th June 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

BRODIES LLP

www.brodies.com

BANK ACCOUNT CHARGE

by

WHITTLE JONES GROUP LIMITED

NORTHERN TRUST COMPANY LIMITED

BRAD ESTATES LIMITED

METACRE LIMITED

CAIRN HOTELS LIMITED

VICTORY PARK HOLDINGS LIMITED

NORTHERN TRUST GROUP LIMITED

in favour of

SITUS ASSET MANAGEMENT LIMITED

as Security Agent

CERTIFIED A TRUE COPY SAVE FOR THE MATERIAL REDACTED PURSUANT TO S859G OF THE COMPANIES ACT 2006

BRODIES LLP
Solicitors

20 June 2016

Ref AEF.14GR1.3

2014

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
DX ED 10
Ref: BS.AEF.MGR1 3
FAS 0468
2014

21942355v5

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BANK ACCOUNT CHARGE by:

1 **WHITTLE JONES GROUP LIMITED**, a company incorporated in England, registered number 1911331,

2 **NORTHERN TRUST COMPANY LIMITED**, a company incorporated in England, registered number 00735621,

3 **BRAD ESTATES LIMITED**, a company incorporated in England, registered number 03001669,

4 **METACRE LIMITED**, a company incorporated in England, registered number 02125465,

5 **CAIRN HOTELS LIMITED**, a company incorporated in England, registered number 02801639

6 **VICTORY PARK HOLDINGS LIMITED**, a company incorporated in England, registered number 02953427, and

7 **NORTHERN TRUST GROUP LIMITED**, a company incorporated in England, registered number 02776907,

each having its registered office at Lynton House, Ackhurst Park, Foxhole Road, Chorley, Lancashire PR7 1NY (each a **"Chargor"** and together the **"Chargors"**)

in favour of

8 **SITUS ASSET MANAGEMENT LIMITED**, having a place of business at 6th Floor, 33 Gracechurch Street, London EC3V 0BT for itself and as security trustee and security agent for the Finance Parties (the **"Security Agent"**, which expression includes its successors and assignees)

CONSIDERING THAT:-

A The Chargors enter into this Charge in connection with the Finance Documents (as defined below)

B The Board of Directors of each Chargor is satisfied that entering into this Charge is for the purposes of and to the benefit of the relevant Chargor and its business

ACCORDINGLY IT IS AGREED AS FOLLOWS:

1 Undertaking to pay

Each Chargor undertakes to the Security Agent and each of the Finance Parties that it will pay each of its 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 Charge

2 1 Each Chargor as security for the payment of all the Liabilities pledges and assigns to and in favour of the Security Agent

2 1 1 its entire right, title and interest (present and future) in and to each Account held in its name as identified in part 1 of the Schedule together with the Deposit, and

2 1 2 all of its rights and benefits (present and future) accruing to or arising in connection with such Account and such Deposit

2 2 No obligation will be assumed by the Security Agent in respect of the Assigned Rights as a result of the execution and delivery of this Charge and no liability will be incurred by the Security Agent as a result of any failure by the Security Agent to comply with all or any of its obligations in relation to the Assigned Rights

3 Intimation

3 1 Each Chargor undertakes forthwith to intimate this Charge to the Account Bank in respect of each Account held in the name of that Chargor and each Deposit in the terms required by the Security Agent and in the form of the draft letter of intimation set out in Part 2 of the Schedule and shall provide the Security Agent with such evidence of intimation as the Security Agent shall reasonably require

3 2 To the extent that the Assigned Rights constitute Financial Collateral, each Chargor agrees that such Assigned Rights shall be held or designated so as to be under the control of the Security Agent for all purposes of the Financial Collateral Regulations

4 Negative pledge

4 1 1 No Chargor shall create or permit to subsist any Security over any Account in its name or any Deposit, nor do anything else prohibited by clause 21 4 (*Negative pledge*) of the Facility Agreement, except as permitted by that clause

4 1 2 No Chargor shall amend or alter (or purport to amend or alter) the terms of the mandate in terms of which an Account held in its name was set up other than for the purpose of closing a Permitted Account, where not prohibited by the terms of the Facility Agreement

5 Further assurance

Each Chargor shall promptly do whatever the Security Agent reasonably requires

5 1 to perfect or protect the security created by or pursuant to, and the priority of, this Charge, or

5 2 to facilitate the realisation of the Account or the Deposit or the exercise of any rights vested in the Security Agent after the Security created by this Charge has become enforceable pursuant to Clause 8,

including executing any disposition, transfer, conveyance, charge, assignation or assurance of any Account or any Deposit (whether to the Security Agent or its nominees or otherwise), making any registration and, if a Default is continuing, giving any notice, order or direction

6 Restrictions

6 1 In respect of any Account that is noted as "blocked" in column 5 of part 1 of the Schedule, the Chargor in whose name such Account is held agrees that it shall not be entitled to withdraw or transfer all or any part of the Deposit in such Account until all the Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Security Agent

6 2 In respect of any Account that is noted as "not blocked" in column 5 of part 1 of the Schedule, the Chargor in whose name such Account is held shall be entitled, prior to the occurrence of an Event of Default to receive, withdraw or otherwise transfer or deal with any credit or debit balance from time to time on such Account or otherwise deal with the Deposit After the occurrence of an Event of Default the Chargor in whose name such Account is held shall not be entitled to receive, withdraw or otherwise transfer or deal with such Account or the Deposit in such Account except with the prior written consent of the Security Agent

6 3 The Security Agent may, at any time after the occurrence of a Default (in respect of any general account or reserve account) or an Event of Default (in respect of any collections account), in addition to any other rights or remedies it may have, notify the Account Bank immediately to restrict and/or prohibit all withdrawals from any Account that is noted "Not Blocked" in column 5 of part 1 of the schedule. Following such notification, a withdrawal from such Account may only be made with the prior written consent of the Security Agent

7 Undertakings

7 1 Each Chargor shall, in respect of each Account held by it -

7 1 1 comply in all respects with the mandate in relation to the Account, subject to the terms of this Charge,

7 1 2 take all necessary steps to ensure that the Account is operated in accordance with the terms of the mandate in relation to the Account and this Charge

8 Enforcement

8 1 The security created by or pursuant to this Charge will become immediately enforceable if an Event of Default is continuing

8 2 To the extent that all or any part of the Assigned Rights constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) created by or pursuant to this Charge, the Security Agent shall have the right, at any time after this Charge becomes enforceable, to appropriate all or any part of those Assigned Rights in or towards the payment or discharge of the Liabilities The value of any Assigned Rights so appropriated shall be the price of those Assigned Rights at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select Each Chargor agrees that the methods of valuation provided for in this Charge are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations

9 Powers on enforcement

9 1 At any time after this Charge has become enforceable the Security Agent shall be entitled (but is not obliged) to exercise all and/or any rights and powers in relation to the Assigned Rights which could have been exercised by any Chargor, including

9 1 1 power to apply or transfer all or any part of any Deposit to any other account (whether of a Chargor, the Security Agent or otherwise),

9 1 2 power to sell and otherwise dispose of any of the Assigned Rights,

9 1 3 power to receive all or any money payable in respect of or in connection with all or any of the Assigned Rights, and

9 1 4 power to negotiate, compromise and/or agree any dispute arising in connection with all or any of the Assigned Rights

9 2 The Security Agent may exercise any of the powers referred to in this Charge in such manner and to such extent as the Security Agent considers appropriate

9 3 The Security Agent shall not be liable to account to any Chargor except in respect of the actual receipts of the Security Agent and shall not be liable to any Chargor for any loss as a result of the exercise by the Security Agent of any power conferred by this Charge, including loss of interest on or any penalty or charge assessed against funds in, payable on, or credited to an Account as a result of the Security Agent exercising any of its rights or remedies under and in accordance with this Charge, except to the extent caused by the Security Agent's own negligence or wilful misconduct

10 Application of proceeds

All amounts received or recovered by the Security Agent or any Delegate in exercise of their rights under this Charge shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 12 (Order of distributions)

11 Order of distributions

The order referred to in Clause 10 (*Application of proceeds*) is

11 1 1 in or towards the payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Delegate and the exercise of any of his rights, including his remuneration and all outgoings paid by him,

11 1 2 in or towards the payment of the Liabilities in accordance with clause 30.5 (*Partial payments*) of the Facility Agreement, and

11 1 3 in payment of any surplus to a Chargor or other person entitled to it

12 Security Agent's liability

Neither the Security Agent nor any Delegate shall (either by reason of dealing with any Account or a Deposit or for any other reason) be liable to any Chargor, any Finance Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of an Account or a Deposit or from any act, default or omission of the Security Agent, any Delegate or their respective officers, employees or agents in relation to an Account or a Deposit or in connection with this Charge except to the extent caused by its or his own negligence or wilful misconduct

13 Continuing Security

Subject to Clause 20 (Discharge of Security), this Charge is a continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part

14 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 Finance 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 this Charge shall continue or be reinstated as if the discharge, release or arrangement had not occurred

15 Waiver of defences

Neither the obligations of any of the Chargors under this Charge nor this Charge 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 including this Charge (without limitation and whether or not known to it or any Finance Party) including

15 1 any time, waiver or consent granted to, or composition with a Chargor, any Obligor or other person,

15.2 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,

15.3 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, a 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,

15 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor, any Obligor or any other person,

15 5 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,

15 6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or

15 7 any insolvency or similar proceedings

16 Immediate recourse

16 1 Each Chargor waives any right it may have of first requiring any Finance 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 enforcing this Charge This waiver applies irrespective of any law or any provision of a Finance Document to the contrary

16 2 The Security created by each Chargor by or pursuant to this Charge is separate from and independent of the Security created by each other Chargor

17 Appropriations

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

17 1 refrain from applying or enforcing any other moneys, security or rights held or received by that Finance 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 the Chargors shall not be entitled to the benefit of the same, and

17 2 hold in an interest-bearing suspense account any moneys received from a Chargor or on account of that Chargor's liability under this Charge

18 Additional Security

This Charge is in addition to and is not in any way prejudiced by any other guarantees or security now or subsequently held by any Finance Party

19 Continuation of accounts

At any time after

19 1 the receipt by any Finance Party of notice (either actual or otherwise) of any subsequent Security affecting an Account or a Deposit, or

19 2 the presentation of a petition or the passing of a resolution in relation to the Winding-up of a Chargor other than as permitted under the Facility Agreement,

any Finance Party may open a new account in the name of the Chargor with that Finance Party (whether or not it permits any existing account to continue) If that Finance 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 this Charge

20 Discharge of Security

20 1 Subject to Clause 21 2 below, if the Security Agent is satisfied that all the Liabilities have been irrevocably paid in full and that all facilities which might give rise to Liabilities have terminated, the Security Agent shall at the request and reasonable cost of the Chargor release and retrocess this Charge

20 2 If the Security Agent reasonably considers that any amount paid or credited to any Finance Party under any Finance Document is capable of being avoided or otherwise set aside on the Winding-up of the 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 Liabilities have been irrevocably paid

21 Definitions

21 1 In this Charge

21 1 1 **"Account"** means, each account held at the Account Bank as identified in part 1 of the Schedule,

21 1 2 **"Account Bank"** means The Royal Bank of Scotland plc, being the bank with which each Chargor holds the Account,

21 1 3 **"Assigned Rights"** means the rights pledged and assigned in terms of this Charge,

21 1 4 **"Deposit"** means all sums now or after the date of this Charge standing to the credit of each Account (including, without limitation any interest credited to it) including all or any part of the sums pursuant to it and the debt represented by it or any claim for repayment of such sums,

21 1 5 **"Event of Default"** shall have the meaning given to it in the Facility Agreement,

21 1 6 **"Facility Agreement"** " means the facility agreement signed on or around the date hereof and to be dated on or around 3 June 2014 between Northern Trust Company Limited as Borrower, the Guarantors named in it, M&G Investment Management Limited as Arranger, the Lenders named in it and Situs Asset Management Limited as Agent and Security Agent,

21 1 7 **"Finance Document"** shall have the meaning given to it in the Facility Agreement,

21 1 8 **"Finance Party"** shall have the meaning given to it in the Facility Agreement,

21 1 9 **"Financial Collateral"** has the meaning given to that term in the Financial Collateral Regulations,

21 1 10 **"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI2006 No 3226),

21 1 11 **"Liabilities"** means all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Finance Party under any Finance Document in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise),

22 Interpretation

22 1 Any reference in this Charge 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

22 2 The other provisions in clause 1 2 (*Construction*) of the Facility Agreement apply to this Charge with all necessary changes

22 3 Any reference in this Charge to the Schedule is a reference to the Schedule annexed to this Charge and references to this Charge include its Schedule

22 4 Any reference in this Charge to this Charge (and any provisions of it) or any other document referred to in this Charge shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time

22 5 The date of delivery of this Charge is the date of delivery stated below the signature of the Chargors

23 Governing law and jurisdiction

This Charge shall be governed and construed in all respects in accordance with the law of Scotland and for the benefit of the Security Agent and each of the Finance Parties, each Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts, but without prejudice to the ability of the Security Agent to proceed against a Chargor in any other appropriate jurisdiction

24 Certificates

A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Liabilities at any relevant time

25 Consent and authorisation

25 1 The Chargors hereby consents to the registration of this Charge for preservation

25 2 The Chargors hereby authorise the Security Agent or its agent to insert the date of delivery of this Charge in the execution box below IN WITNESS WHEREOF these presents consisting of this and the preceding 8 pages are executed as follows

FOR WHITTLE JONES GROUP LIMITED

[redacted]

signature of director/~~secretary/authorised signatory/witness~~

KATHRYN REVITT

full name of above (print)

Address of witness

[redacted]

signature of director/~~secretary/authorised signatory~~

JOHN CLERMONT RAY

full name of above (print)

27 MAY 2014

date of signing

LONDON

place of signing

19 JUNE 2014

Date of delivery

FOR BRAD ESTATES LIMITED

[redacted]

signature of
director/~~secretary/authorised signatory/witness~~

KATHRYN REVITT
full name of above (print)

Address of witness

[redacted]

signature of
director/~~secretary/authorised signatory~~

JOHN CLEMENT KAY
full name of above (print)

27 MAY 2014
date of signing

LONDON
place of signing

19 JUNE 2014
Date of delivery

FOR METACRE LIMITED

[redacted]

signature of
director/~~secretary/authorised signatory/witness~~

KATHRYN REVITT
full name of above (print)

Address of witness

[redacted]

signature of
director/~~secretary/authorised signatory~~

JOHN CLEMENT KAY
full name of above (print)

27 MAY 2014
date of signing

LONDON
place of signing

19 JUNE 2014
Date of delivery

FOR CAIRN HOTELS LIMITED

[redacted]

signature of
director/~~secretary/authorised signatory/witness~~

KATHRYN REVITT
full name of above (print)

Address of witness

[redacted]

signature of
director/~~secretary/authorised signatory~~

JOHN CLEMENT KAY
full name of above (print)

27 MAY 2014
date of signing

LONDON
place of signing

19 JUNE 2014
Date of delivery

FOR VICTORY PARK HOLDINGS LIMITED

[redacted]

signature of [redacted]
~~director/secretary/authorised signatory/~~witness

THOMAS ARMSTRONG
full name of above (print)

ONE NEW CHANGE
LONDON

Address of witness

[redacted]

signature of
director/~~secretary/authorised signatory~~

JOHN CLEMENT KAY
full name of above (print)

27 MAY 2014
date of signing

LONDON
place of signing

19 JUNE 2014
Date of delivery

FOR NORTHERN TRUST COMPANY LIMITED

[redacted]

signature of [redacted]
director/~~secretary/authorised signatory/witness~~

KATHRYN REVITT
full name of above (print)

Address of witness

[redacted]

signature of
director/~~secretary/authorised signatory~~

JOHN CLEMENT KAY
full name of above (print)

27 MAY 2014
date of signing

LONDON
place of signing

19 JUNE 2014
Date of delivery

NORTHERN TRUST GROUP LIMITED

[redacted]

signature o[redacted]
director/~~secretary/authorised signatory/witness~~

KATHRYN REVITT
full name of above (print)

Address of witness

[redacted]

signature of
director/~~secretary/authorised signatory~~

JOHN CLEMENT KAY
full name of above (print)

27 MAY 2014
date of signing

LONDON
place of signing

19 JUNE 2014
Date of delivery

THIS IS THE SCHEDULE TO THE FOREGOING BANK ACCOUNT CHARGE BY WHITTLE JONES GROUP LIMITED, NORTHERN TRUST COMPANY LIMITED, BRAD ESTATES LIMITED, METACRE LIMITED, CAIRN HOTELS LIMITED, VICTORY PARK HOLDINGS LIMITED AND NORTHERN TRUST GROUP LIMITED IN FAVOUR OF SITUS ASSET MANAGEMENT LIMITED AS SECURITY AGENT

Part 1

The Accounts

1	2	3	4	5
Chargor	**Account name**	**Account Branch/Sort code**	**Account number**	**Status**
Whittle Jones Group Limited/Northern Trust Company Limited	Collections Account	The Royal Bank of Scotland plc [redacted]	[redacted]	not blocked
Northern Trust Company Limited	Rent Account	The Royal Bank of Scotland plc [redacted]	[redacted]	blocked
Northern Trust Company Limited	Disposals Account	The Royal Bank of Scotland plc [redacted]	[redacted]	blocked
Northern Trust Company Limited	Reserve Account	The Royal Bank of Scotland plc [redacted]	[redacted]	not blocked
Northern Trust Company Limited	General Account	The Royal Bank of Scotland plc [redacted]	[redacted]	not blocked
Brad Estates Limited	General Account	The Royal Bank of Scotland plc	[redacted]	not blocked

		[redacted]		
Cairn Hotels Limited	General Account	The Royal Bank of Scotland plc [redacted]	[redacted]	not blocked
Metacre Limited	General Account	The Royal Bank of Scotland plc [redacted]	[redacted]	not blocked
Victory Park Holdings Limited	General Account	The Royal Bank of Scotland plc [redacted]	[redacted]	not blocked
Northern Trust Group Limited	General Account	The Royal Bank of Scotland plc [redacted]	[redacted]	not blocked

Part 2

Form of Notification

The Royal Bank of Scotland plc

Dear Sirs

[ ] (THE "**COMPANY**")

We hereby notify you that the Company has pledged and assigned its right, title and interest (present and future) in and to the Deposit and the Account as detailed below (together the "Assigned Rights") to Situs Asset Management Limited (the "**Security Agent**") by way of security The details of the Assigned Rights are as follows -

Account Bank	Account Branch/Sort Code	Account Number
	The Royal Bank of Scotland plc [redacted]	

Please acknowledge receipt of this letter of intimation and the enclosed certified copy of the Charge and confirm that

1 ***blocked accounts:*** [you will not permit the Company to withdraw or transfer all or any part of the Deposit or otherwise to deal with the Account and you will pay all moneys in relation to the Account and the Deposit as directed by the Security Agent and this letter] ***unblocked accounts*** [until you receive notice from the Security Agent, the Company may continue to deal with the Account],

2 you will disclose to the Security Agent such information relating to the Account and the Deposit as the Security Agent may from time to time request,

3 you have not received any other notice of any assignation, assignment or charge of the Account or the Deposit or that any other person has any security interest in or claims any rights in respect of the Account or the Deposit,

4 you do not have and will not claim or exercise any security interest in, or set-off, counterclaim or other rights in respect of, the Account and the Deposit,

6 you will comply with the other provisions of this letter of intimation, and

7 you submit to the exclusive jurisdiction of the courts of Scotland to settle any dispute arising out of or in connection with this letter of intimation (a "**Dispute**") and agree that the courts of Scotland are the most appropriate and convenient courts to settle any Dispute.

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

This letter of intimation and your acknowledgement shall be governed by and construed in accordance with Scots law

Yours faithfully

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For and on behalf of **Situs Asset Management Limited as Security Agent**

We hereby acknowledge receipt of the above letter of which this is a duplicate and confirm our agreement to the terms above.

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For and on behalf of The Royal Bank of Scotland plc

Date·