



**Registration of a Charge**

Company Name: **AMBER REAL ESTATE INVESTMENTS (AGRICULTURE) LIMITED**

Company Number: **09885883**



Received for filing in Electronic Format on the: **24/06/2021**

XA7CZLWP

**Details of Charge**

Date of creation: **16/06/2021**

Charge code: **0988 5883 0023**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description: **THE LAND CHARGED BY THE CHARGOR INCLUDED THE LAND AND BUILDINGS KNOWN AS AY31 GWYNT Y MOR, ENGEDI, BRYNGWRAN, HOLYHEAD, ANGLESEY, GWYNEDD, LL65 3SB REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER WA653587. FOR MORE DETAILS OF THE PROPERTY CHARGED PLEASE REFER TO THE DEED.**

**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: **WE 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 CHARGING  
INSTRUMENT.**

Certified by:

**DENTONS UK AND MIDDLE EAST LLP**



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

Company number: 9885883

Charge code: 0988 5883 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2021 and created by AMBER REAL ESTATE INVESTMENTS (AGRICULTURE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2021 .

Given at Companies House, Cardiff on 25th June 2021

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**



ALJM/JMI/054995.00622/77710411.8

## Debenture

**Dated** 16 June 2021

**Amber Real Estate Investments (Agriculture) Limited**  
(the Chargor)

**Lloyds Bank plc**  
(the Security Agent)

Dentons UK and Middle East LLP  
One Fleet Place  
London EC4M 7WS  
United Kingdom  
DX 242

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## Debenture

**Dated** 16 June 2021

### Between

- (1) **Amber Real Estate Investments (Agriculture) Limited**, a company incorporated under the laws of England and Wales with registered number 9885883 having its registered office at 2nd Floor, Colmore Court, 9 Colmore Row, Birmingham B3 2BJ (the **Chargor**); and
- (2) **Lloyds Bank plc** as security agent for the Secured Parties (the **Security Agent**).

### Recitals

- A. The Finance Parties have made a sterling term loan facility available to the Chargor on the terms of the Facility Agreement.
- B. The Chargor has agreed to provide Security to the Security Agent (as trustee for the Secured Parties) over the Security Assets as a condition precedent pursuant to the terms of the 2021 Amendment and Restatement Agreement to secure the payment and discharge of the Secured Liabilities.

### This deed witnesses

## 1 Definitions and interpretation

### 1.1 Definitions

Words and expressions defined in the Facility Agreement have the same meanings in this Debenture unless they are expressly defined in it and, in addition, in this Debenture:

**2016 Debenture** means the debenture granted by the Chargor in favour of the Security Agent in respect of the Secured Liabilities on 8 January 2016.

**Account Bank** means each bank at which the Controlled Account, the Rent Account or a Current Account is maintained.

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

**Agreement for Lease** means an agreement to grant an Occupational Lease for all or part of a Property.

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**Collateral Warranties** means any collateral warranties or the benefit of any construction related agreement obtained by the Chargor from time to time in connection with its Land.

**Controlled Account** means the Deposit Account.

**Current Account** means the General Account and each other current account of the Chargor as may be opened from time to time.

**Default Rate** means the rate of interest specified in, and calculated in accordance with, clause 8.4 (*Default interest*) of the Facility Agreement.

**Deposit Account** means the following bank account in the name of the Chargor held at the Account Bank:

Amber Real Estate Investments (Agriculture) Limited  
Sort Code: [REDACTED]  
Account Number: [REDACTED]

and includes any replacement of that account.

**Derivative Contract** means any master agreement, schedule, confirmation, transaction, novation or other instrument entered into by the Chargor and a counterparty from time to time in connection with protection against or benefit from fluctuation in any rate or price.

**Equipment** means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

**Facility Agreement** means the facility agreement dated 8 January 2016 as amended, novated, supplemented, extended, replace or restated from time to time including, without limitation, as amended and restated on 19 September 2016 and on or about the date of this Debenture between, among others, the Chargor and the Security Agent.

**General Account** means the following bank account in the name of the Chargor held at the Account Bank:

Amber Real Estate Investments (Agriculture) Limited  
Sort Code: [REDACTED]  
Account Number: [REDACTED]

and includes any replacement of that account.

**Insurance** means each contract or policy of insurance to which the Chargor is a party or in which it has an interest.

**Intellectual Property** means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

**Investments** means:

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations); and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**Land** has the same meaning as it has in section 205(1) of the Act.

**Lease Document** means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Security Agent and the Chargor.

**Net Disposal Proceeds** means the gross disposal proceeds of any disposal of a Property permitted under the Facility Agreement less an amount determined by the Agent as the reasonable costs and expenses and any VAT associated with that disposal.

**Occupational Lease** means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.

**Receiver** means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

**Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

**Rent Account** means the following bank account in the name of the Chargor held at the Account Bank:

Amber Real Estate Investments (Agriculture) Limited  
Sort Code: [REDACTED]  
Account Number: [REDACTED]

and includes any replacement of that account.

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of its Land, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;



- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Land and any fixture and fitting on that Land including any fixture or fitting on that Land for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Lease Document;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document;
- (i) any Tenant Contributions; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor.

**Secured Liabilities** means the liabilities of the Transaction Obligors to the Secured Parties under or pursuant to the Finance Documents

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Assets** means all of the assets of the Chargor which are the subject of any Security created or to be created by this Debenture.

**Security Period** means the period starting on the date of this Debenture and ending on the date on which the Security Agent is satisfied that:

- (a) all of the Secured Liabilities have been fully and finally discharged; and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents.

**Tenant Contributions** means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of:

- (a) contribution to:
  - (i) ground rent;
  - (ii) insurance premia;

- (iii) the cost of an insurance valuation;
- (iv) a service or other charge in respect of the Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
- (v) a reserve or sinking fund; or
- (b) VAT.

**VAT** means:

- (a) any value added tax imposed by the Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (c) any other tax of a similar nature, whether imposed in the United Kingdom or a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) and (b) above, or imposed elsewhere; and

## 1.2 Construction

1.2.1 The principles of construction set out in clause 1.2 (*Construction*) of the Facility Agreement apply to this Debenture, insofar as they are relevant to it and subject to any necessary changes, as they apply to the Facility Agreement.

1.2.2 Unless a contrary intention appears, any reference in this Debenture to:

- (a) this **Debenture** is a reference to this Debenture as amended, varied, novated, supplemented and replaced from time to time;
- (b) the **Chargor**, the **Security Agent** or any other **Secured Party** includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted);
- (c) the **Security Agent** or any other **Secured Party** (except for the references in Clause 15 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
- (d) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words<sup>9</sup>;
- (e) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity; and
- (f) the words **other** and **otherwise** shall not be construed *ejusdem generis* with any preceding words where a wider construction is possible.

1.2.3 Each of the mortgages, fixed charges and assignments contained in Clauses 3.1 (*Land*) to 3.12 (*Other contractual rights*) (inclusive) over each category of assets and each asset specified in those Clauses shall be read and construed separately, as though each such

category and asset were mortgaged, charged or assigned (as applicable) independently and separately of each other.

### **1.3 Third party rights**

- 1.3.1 Unless expressly provided to the contrary in this Debenture, a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Debenture.
- 1.3.2 The parties to this Debenture may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person that is not a party (without prejudice to the terms of the other Finance Documents).
- 1.3.3 Any Secured Party or any person described in Clauses 10 (*Protection of purchasers*) or Clause 11 (*Protection of the Secured Parties*) may, subject to this Clause 1.3 (*Third party rights*) and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on it.

### **1.4 Effect as a deed**

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

### **1.5 Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## **2 Covenant to pay**

The Chargor covenants with the Security Agent and the other Secured Parties that it will on demand pay and discharge the Secured Liabilities when due.

## **3 Creation of Security**

### **3.1 Land**

The Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

### **3.2 Investments**

The Chargor mortgages or (if or to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge all its Investments, including those held for it by any nominee.

**3.3 Equipment**

The Chargor charges by way of fixed charge all its Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

**3.4 Controlled Accounts**

3.4.1 The Chargor charges by way of fixed charge all amounts standing to the credit of each Controlled Account and all of its right, title and interest in and relating to each Controlled Account.

3.4.2 Subject to Clause 3.4.3 and regardless of the terms on which moneys are credited to any Controlled Account, during the Security Period:

- (a) no amount standing to the credit of a Controlled Account will be due or accruing due, or be payable to the Chargor; and
- (b) the Chargor shall not request, demand or claim to be entitled to withdraw any amount from that Controlled Account except (without prejudice to the Secured Parties' rights under this Debenture) as the Security Agent may from time to time permit.

3.4.3 Clause 3.4.2 shall not apply to the extent it would prejudice any Secured Party's rights under the Finance Documents to any amount standing to the credit of a Controlled Account, including any right of a Secured Party under the Finance Documents to make a withdrawal from a Controlled Account.

**3.5 Intellectual Property**

The Chargor charges by way of fixed charge all its Intellectual Property.

**3.6 Goodwill**

The Chargor charges by way of fixed charge its goodwill.

**3.7 Uncalled capital**

The Chargor charges by way of fixed charge its uncalled capital.

**3.8 Authorisations**

The Chargor charges by way of fixed charge the benefit of all Authorisations it holds in relation to any Security Asset.

**3.9 Collateral Warranties**

The Chargor charges by way of fixed charge all its rights under any Collateral Warranties.

**3.10 Derivative Contracts**

The Chargor charges by way of fixed charge its right to receive all moneys payable under any Derivative Contract.

**3.11 Insurances**

The Chargor assigns absolutely all its rights and interests under each Insurance.

**3.12 Other contractual rights**

The Chargor assigns absolutely all its rights and interests under or in respect of:

- (a) each Lease Document;
- (b) all Rental Income;
- (c) all Net Disposals Proceeds payable to the Chargor in respect of the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*);
- (d) any guarantee of Rental Income contained in or relating to any Lease Document;
- (e) each appointment of a Managing Agent (if any); and
- (f) any other agreement to which it is a party which is not otherwise effectively assigned or charged by way of fixed charge pursuant to this Clause 3, except any Derivative Contract entered into with a Secured Party.

**3.13 Other assets**

3.13.1 The Chargor charges by way of floating charge all its present and future business, undertaking and assets whatsoever and wheresoever situated including, but not limited to, its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland but other than any asset which is situated in England and Wales or governed by the laws of England and Wales which is validly and effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3.

3.13.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture.

**3.14 Trust**

3.14.1 Subject to Clause 3.14.2, if or to the extent that the assignment or charging of any Security Asset is ineffective because of a prohibition on that assignment or charging, the Chargor holds it on trust for the Security Agent.

3.14.2 If the reason referred to in Clause 3.14.1 is that:

- (a) a consent or waiver must be obtained; or
- (b) a condition must be satisfied,

then:

- (i) subject to Clause 3.14.3, the Chargor shall apply for the consent or waiver; and
- (ii) the Chargor shall use its best endeavours to satisfy the condition,

in each case within 14 days of the date of this Debenture or, if the Security Asset is acquired after the date of this Debenture, within 14 days of the date of acquisition.

3.14.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall:

- (a) use its best endeavours to obtain it as soon as possible; and
- (b) keep the Security Agent informed of the progress of the negotiations to obtain it.

3.14.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 and, in relation to such Security Asset, the trust referred to in Clause 3.14.1 shall terminate.

## **4 Nature of Security created**

### **4.1 General**

The Security created under this Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Agent as security trustee for the Secured Parties; and
- (d) with full title guarantee.

### **4.2 Security over Derivative Contracts**

The Security created under this Debenture over any Derivative Contract with a Secured Party shall apply net of set-off or combination of accounts owed under, and in accordance with the terms of, that Derivative Contract.

## **5 Conversion of floating charge**

### **5.1 Conversion on notice**

Subject to Clause 5.2 (*Limitation*), the Security Agent may by notice to the Chargor at any time during the Security Period convert the floating charge created by this Debenture into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) a Default is continuing; or
- (b) the Security Agent considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

### **5.2 Limitation**

Clause 5.1 (*Conversion on notice*) shall not apply:

- (a) by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986; or
- (b) to any assets situated in Scotland or governed by the laws of Scotland.

### **5.3 Automatic conversion**

The floating charge created by this Debenture will convert automatically into fixed charges:

- (a) if the Security Agent receives notice of an intention to appoint an administrator of the Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed;
- (c) if the Chargor creates or attempts to create Security over all or any of the Security Assets, other than as expressly permitted under the Facility Agreement;
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset or Security Assets having an aggregate value of £4,000,000 (or its equivalent in any other currency or currencies) under any form of distress, sequestration, execution or other process, or attempts to do so and is not discharged within seven days; and
- (f) in any other circumstances prescribed by law.

### **5.4 Limitation**

Clause 5.3 shall not apply to assets situated in Scotland or governed by the laws of Scotland.

## **6 Positive covenants**

The covenants in this Clause 6 remain in force from the date of this Debenture until the expiry of the Security Period.

### **6.1 Preservation of the Security Assets**

The Chargor shall:

- (a) keep all Land, all Equipment and all other tangible assets which form part of the Security Assets in good and substantial repair and, as appropriate, in good working order;
- (b) if a Default is continuing or the Agent reasonably suspects a Default is continuing or may occur, permit the Security Agent and/or accountants or other professional advisers and contractors of the Security Agent free access, at all reasonable times and on reasonable notice at the risk and cost of the Chargor, to the premises, assets, books, accounts and records of the Chargor;

- (c) preserve, maintain and renew as and when necessary all Intellectual Property which forms part of the Security Assets;
- (d) observe and perform all covenants, undertakings, laws and regulations from time to time affecting any Security Asset or the use or enjoyment of it;
- (e) pay all Taxes, rents, fees, charges, assessments, calls, instalments and outgoings (the **Additional Costs**), which are due and payable by it at any time during the Security Period in respect of any Security Asset or by the owner or occupier of it prior to the accrual of any fine or penalty for late payment (and if it fails to pay that amount when due, the Security Agent may pay it) unless (and only to the extent that):
  - (i) payment of the Additional Costs is being contested in good faith;
  - (ii) adequate reserves are being maintained for the Additional Costs and the costs required to contest them; and
  - (iii) failure to pay the Additional Costs is not reasonably likely to have a Material Adverse Effect;
- (f) notify the Security Agent of any action commenced by a third party to seize, attach, charge, take possession of or sell any Security Asset having an aggregate value of £4,000,000 (or its equivalent in any other currency or currencies) which (to the best of its knowledge and belief) has been started or threatened and is not discharged within seven days; and
- (g) at its own cost, defend any proceedings (including proceedings to seize, attach, charge, take possession of or sell) brought by a third party relating to any Security Asset.

## 6.2 Notice to tenants

The Chargor must:

- (a) promptly following the request of the Security Agent at any time while a Default is continuing serve a notice of assignment, in each case in the form of Part 1 of Schedule 3 (*Forms of letter for Occupational Tenants*) (or other form approved by the Security Agent) on each tenant of its Land and deliver to the Security Agent a certified copy of each notice; and
- (b) use all reasonable endeavours to ensure that each such tenant acknowledges that notice, in the form of Part 2 of Schedule 3 (*Forms of letter for Occupational Tenants*) (or other form approved by the Security Agent).

## 6.3 Notices to each Account Bank

After executing this Debenture, the Chargor shall:

- (a) in respect of each Controlled Account, promptly give notice to the relevant Account Bank of the fixed charge created under Clause 3.4 (*Controlled Accounts*), such notice to be in the form set out in Part 1 of Schedule 4 (*Forms of letter to and from an Account Bank*) (or other form approved by the Security Agent), and deliver to the Security Agent a certified copy of that notice;



- (b) use all reasonable endeavours to ensure that the relevant Account Bank acknowledges the notice served on it pursuant to Clause 6.3(a) in the form set out in Part 2 of Schedule 4 (*Forms of letter to and from an Account Bank*) (or other form approved by the Security Agent);
- (c) in respect of each Current Account, promptly give notice to the relevant Account Bank of the floating charge created under Clause 3.13 (*Other assets*) (including the Rent Account and each Current Account), such notice to be in the form set out in Part 3 of Schedule 4 (*Forms of letter to and from an Account Bank*) (or other form approved by the Security Agent), and deliver to the Security Agent a certified copy of that notice; and
- (d) use all reasonable endeavours to ensure that the relevant Account Bank acknowledges the notice served on it pursuant to Clause 6.3(c) in the form set out in Part 4 of Schedule 4 (*Forms of letter to and from an Account Bank*) (or other form approved by the Security Agent).

#### **6.4 Insurances and other assigned agreements**

##### **6.4.1 The Chargor shall:**

- (a) at any time if requested by the Security Agent, promptly give notice to the counterparties to the Insurances of the assignment created under Clause 3.11 (*Insurances*), each such notice to be in the form set out in Schedule 5 (*Forms of letter for Insurances*) (or other form approved by the Security Agent) and deliver to the Security Agent a certified copy of each notice;
- (b) at the request of the Security Agent, promptly give notice to the counterparties to any other agreement assigned under Clause 3.12 (*Other contractual rights*) of that assignment, such notice to be in the form set out in Schedule 6 (*Forms of letter for assigned agreements*) (or other form approved by the Security Agent) and deliver to the Security Agent a certified copy of each notice;
- (c) use all reasonable endeavours to procure that each party served with a notice under paragraphs (a) or (b) of this Clause countersigns and returns it to the Security Agent as set out in Schedule 5 (*Forms of letter for Insurances*) or Schedule 6 (*Forms of letter for assigned agreements*) as applicable (or in any other form approved by the Security Agent).

##### **6.4.2 Subject to the terms of the Facility Agreement and to the terms of any notice or acknowledgement given or received pursuant to Clause 6.4.1, while no Event of Default is continuing the Chargor may:**

- (a) exercise its rights in respect of the agreements assigned pursuant to Clauses 3.11 (*Insurances*) and 3.12 (*Other contractual rights*); and
- (b) deal with the relevant counterparties in respect of those agreements.

#### **6.5 Derivative Contracts**

##### **The Chargor shall:**

- (a) promptly after the execution of this Debenture or (as the case may be) promptly after the execution of any Derivative Contract entered into after the date of this Debenture,

give notice to the counterparties to the Derivative Contracts of the fixed charge created under Clause 3.10 (*Derivative Contracts*), each such notice to be in the form set out in Schedule 7 (*Form of notice for Derivative Contracts*) (or other form approved by the Security Agent) and deliver to the Security Agent a certified copy of each notice; and

- (b) use all reasonable endeavours to procure that each party served with a notice under paragraph (a) of this Clause countersigns and returns it to the Security Agent as set out in Schedule 7 (*Form of notice for Derivative Contracts*) (or in any other form approved by the Security Agent).

## **7 Negative covenants**

The covenants in this Clause 7 remain in force from the date of this Debenture until the expiry of the Security Period.

### **7.1 Disposals**

- 7.1.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan, or otherwise dispose of any Security Asset, or enter into an agreement to make any such disposal.
- 7.1.2 Clause 7.1.1 does not apply to any sale, lease, transfer or other disposal made in accordance with the terms of paragraph (b) of Clause 22.4 (*Disposals*) of the Facility Agreement or as otherwise permitted under the Facility Agreement.

### **7.2 Negative pledge**

The Chargor shall not create or permit to subsist any Security over any Security Asset except as permitted under the Facility Agreement (including pursuant to the 2016 Debenture).

### **7.3 Preservation of the Security Assets**

The Chargor shall not without the written consent of the Security Agent:

- (a) enter into any onerous obligation or restriction affecting any Security Asset (other than those set out in the Property Report in relation to a Property);
- (b) in relation to any Land forming part of the Security Assets:
  - (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it;
  - (ii) exercise any of the powers conferred by sections 99 and 100 of the Act of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases;
  - (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest;
  - (iv) agree any rent review;
  - (v) make any structural or material alteration;

- (vi) carry out development, maintenance or improvement work unless in accordance with clause 23.5 (*Development*) of the Facility Agreement;
- (vii) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and the Chargor shall reimburse the Security Agent for its reasonable costs of lodging:
  - (A) a caution against first registration of the title to that Land; or
  - (B) if that Land is unregistered, a land charge);
- (viii) other than in reference to Clause 14.2 (*Application to the Land Registrar*) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title,
 

save for Permitted Dealings and disposals permitted under Clause 7.1.2 or and otherwise permitted under the Facility Agreement;
- (c) in relation to any uncalled capital of the Chargor, call it up or receive it in advance of calls unless the Security Agent otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Liabilities or as the Security Agent otherwise directs; or
- (d) take any Security in connection with its liability under this Debenture from any guarantor of, or provider of Security for, any of the Secured Liabilities.

## **8 Enforcement**

### **8.1 When Security becomes enforceable**

The Security created by this Debenture shall become enforceable:

- (a) on the occurrence of an Event of Default; or
- (b) if the Chargor so requests.

### **8.2 Powers on enforcement**

At any time after the Security created by this Debenture has become enforceable the Security Agent may (without prejudice to any other of its rights and remedies and without notice to the Chargor) do all or any of the following:

- (a) sell or otherwise dispose of the Security Assets, and otherwise exercise all the other powers and rights conferred on mortgagees by the Act, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the Act;
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;

- (d) subject to Clause 9.1.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (e) appoint an administrator of the Chargor.

### **8.3 Disposal of the Security Assets**

In exercising the powers referred to in paragraph (a) of Clause 8.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

### **8.4 Application of moneys**

- 8.4.1 The Security Agent shall apply any moneys received or recovered by it pursuant to this Debenture in accordance with the Facility Agreement.
- 8.4.2 Any Receiver shall apply any moneys received or recovered by it pursuant to this Debenture:
  - (a) first, in or towards the pro rata payment of or provision for any sums owing to the Security Agent, any Receiver or any Delegate; and
  - (b) secondly, to the Security Agent for application in accordance with Clause 8.4.1, and section 109(8) of the Act shall not apply.
- 8.4.3 Clauses 8.4.1 and 8.4.2 will override any appropriation made by the Chargor.

## **9 Appointment and powers of Receivers**

### **9.1 Method of appointment and removal**

- 9.1.1 The Security Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- 9.1.2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Security Agent pursuant to this Debenture may be made in writing under the hand of any officer or manager of the Security Agent (subject to any requirement for a court order in the removal of an administrative receiver).

### **9.2 Powers of Receiver**

Every Receiver shall have all the powers:

- (a) of the Security Agent under this Debenture;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) which are specified in Schedule 1 of the Insolvency Act 1986 in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver is an administrative receiver within the meaning of that Act) together with the additional powers set out in Schedule 2 (*Additional powers of Receiver*); and

- (d) in relation to any Security Asset, which he would have if he were its only absolute owner.

### **9.3 Joint or several**

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture.

### **9.4 Receiver as agent**

Every Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

### **9.5 Receiver's remuneration**

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent and the maximum rate specified in section 109(6) of the Act shall not apply.

## **10 Protection of purchasers**

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Security Agent, to any Receiver or to any other person.

## **11 Protection of the Secured Parties**

### **11.1 Exclusion of liability**

None of the Security Agent, the other Secured Parties or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 16 (*Currency*);
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargor); or

- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

## **11.2 General indemnity**

11.2.1 The Chargor shall indemnify the Security Agent, the other Secured Parties and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them;
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Debenture; and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Security Agent or any other Secured Party,

except in the case of gross negligence or wilful misconduct on the part of that person.

11.2.2 The Chargor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

## **11.3 Indemnity out of the Security Assets**

The Security Agent, the other Secured Parties and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 11.2 (*General indemnity*).

## **12 Preservation of Security**

### **12.1 Reinstatement**

If any payment by the Chargor or discharge given by the Security Agent (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liabilities of the Chargor and the Security created by this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Secured Parties shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

## 12.2 Waiver of defences

Neither the Security created by this Debenture nor the obligations of the Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Security Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- (g) any insolvency, liquidation, administration or similar procedure.

## 12.3 Chargor intent

Without prejudice to the generality of Clause 12.2 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by this Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;

- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and

any fees, costs and/or expenses associated with any of the foregoing.

#### **12.4 Immediate recourse**

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

#### **12.5 Appropriations**

During the Security Period each Secured Party may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 8.4.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Secured Liabilities.

#### **12.6 Deferral of Chargor's rights**

During the Security Period and unless the Security Agent otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or the enforcement of the Security created by this Debenture:

- (a) to receive or claim payment from, or be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to exercise any right of set-off against any Obligor; and/or
- (e) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

#### **12.7 Additional Security**

This Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Finance Party (including the 2016 Debenture).



## 12.8 New accounts

If any Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts in the name of the Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Chargor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Secured Party received or was deemed to have received such notice.

## 13 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Chargor on the terms and subject to the conditions of the Finance Documents.

## 14 Further assurance

### 14.1 Registration at Companies House

The Chargor consents to the registration of this Debenture at Companies House pursuant to Part 25 of the Companies Act 2006.

### 14.2 Application to Land Registrar

The Chargor consents to the registration against the registered titles specified in Schedule 1 (*Land charged by way of legal mortgage*) of:

- (a) a restriction in the following terms:

"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 2021 in favour of Lloyds Bank plc referred to in the charges register or their conveyancer. (Form P)"; and
- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

### 14.3 Further action

The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Agent may require in order to:

- (a) give effect to the requirements of this Debenture;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture;

- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of the Chargor;
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Agent, any Receiver or any administrator in connection with all or any of the Security Assets;
- (e) while any Event of Default is continuing, assign any Collateral Warranty capable of assignment to any person nominated by the Security Agent or any Receiver,

and any such document may disapply section 93 of the Act.

#### **14.4 Deposit of documents**

The Chargor covenants that, on the date of this Debenture (if the Security Agent is not in receipt of them already prior to the date of this Debenture) and at all times during the Security Period as soon as it receives them (and in any event as soon as the Security Agent so requests), it shall deposit with the Security Agent, in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title;
- (b) signed undated transfers of the Investments charged under Clause 3.2 (*Investments*), completed in blank; and
- (c) any other documents which the Security Agent may from time to time require for perfecting its title, or the title of any purchaser.

#### **14.5 Law of Property (Miscellaneous Provisions) Act 1994**

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14.

#### **15 Power of attorney**

The Chargor irrevocably and by way of security appoints each of:

- (a) the Security Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Security Agent; and
- (c) any Receiver,

jointly and severally as the Chargor's attorney, in the Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of a Default or following the failure by the Chargor to comply with a request from the Security Agent, to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Debenture. The Chargor agrees, promptly on the request of the Security Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

## **16 Currency**

### **16.1 The Spot Rate**

In this Clause 16, the **Spot Rate** means, in relation to the Security Agent or any other Finance Party, the spot rate of exchange of that Finance Party for the purchase of any currency with any other currency in the London foreign exchange market.

### **16.2 Conversion of moneys received**

The Security Agent or any other Finance Party may convert any moneys received, recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 16) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

## **17 Discharge of Security**

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, unless any third party has any subrogation or other rights in respect of the Security created by this Debenture at that time, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargor:

- (a) release the Security Assets from this Debenture; and
- (b) re-assign to the Chargor those Security Assets that have been assigned to the Security Agent under Clause 3 (*Creation of Security*).

Section 93 of the Act shall not apply to this Debenture.

## **18 Costs and expenses**

### **18.1 Transaction expenses**

The Chargor shall promptly on demand pay the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Debenture.

### **18.2 Amendment costs**

If the Chargor requests an amendment, waiver, consent or release of or in relation to this Debenture, the Chargor shall, within three Business Days of demand, reimburse the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

### **18.3 Enforcement costs**

The Chargor shall, within three Business Days of demand, pay to the Security Agent or any Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by the Security Agent or any Receiver or Delegate in connection with the enforcement of, or the preservation of any rights under, this Debenture or the investigation of any possible Default.

## **19 Governing law and enforcement**

### **19.1 Governing law**

English law governs this Debenture, its interpretation and any non-contractual obligations arising from or connected with it.

### **19.2 Jurisdiction**

19.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**).

19.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

19.2.3 This Clause 19.2 is for the benefit of the Security Agent and the other Secured Parties only. As a result, neither the Security Agent nor any other Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent and the other Secured Parties may take concurrent proceedings in any number of jurisdictions.

**Executed** as a deed and delivered on the date appearing at the beginning of this Debenture.

**Schedule 1 - Land charged by way of legal mortgage**

<b>Property name</b>	<b>Address</b>	<b>Title number(s)</b>
Almondale	By Broxburn, West Lothian, EH52 5PF	WLN43855 (part of)
AY31 Gwynt Y Mor	Engedi, Bryngwran, Holyhead, Anglesey, Gwynedd, LL65 3SB	WA653587
AY32 Awel Deg	Llandrygan, Llanerchymedd, Anglesey, Gwynedd, LL71 7AL	WA653690
AY33 Bron Afon	Llandyfryog, Llanerchymedd, Anglesey, Gwynedd, LL71 8AH	WA653776
AY34 Awelon	Rhoscefnhir, Pentraeth, Anglesey, Gwynedd, LL75 8AQ	WA653746
AY35 Glan Dwr	Llanddaniel, Gaerwen, Anglesey, Gwynedd, LL60 6HE	WA653744
AY36 Morlais	Penlon, Newborough, Anglesey, Gwynedd, LL61 6RS	WA653773
AY37 Swm Y Don	Trefdraeth, Bodorg, Anglesey, Gwynedd, LL62 5EY	WA653747
AY38 Swm Y Gwynt	Heneglwys, Bodffordd, Anglesey, Gwynedd, LL77 7DZ	WA653745
AY39 Minafon	Cerrigceinwen, Bodorgan, Anglesey, Gwynedd, LL62 5EH	WA652578
AY40 Gernant	Bryngwran, Holyhead, Anglesey, Gwynedd, LL65 3SH	WA652320
Bagmoor Farm	Bagmoor Lane, Flixborough, Scunthorpe, DN15 9BG	HS186329
Balado Bridge	Kinross, Kinross-shire, KY13 7NW	KNR2912 (part of)
Balado Central	Kinross, Kinross-shire, KY13 7NW	KNR2912 (part of)
Balado North	Kinross, Kinross-shire, KY13 7NW	KNR2912 (part of)
Balado Toll	Kinross, Kinross-shire, KY13 7NW	KNR2912 (part of)
Balerno	Beechgrove Farm, Balerno, Midlothian, EH14 7JG	MID127781
Bardney Farm	Market Rasen, Lincolnshire LN8 5JN	LL99121
Barrow Farm	East Hann Lane, New Holland, Barrow on Humber	HS168031
Baulker Farm	Baulker Lane, Farnsfield, Newark NG22	NT355703

Property name	Address	Title number(s)
	8HP	
Beacon Hill Farm	Cole Lane, Hartlepool TS27 3HD	CE136259
Beeches	Longridge, By Bathgate, EH47 8EH	WLN43853
Bendochy	Blairgowrie Road, Coupar Angus, PG11 9HW	PTH37219
Bieldside	Clapperton Hall, By Broxburn, EH52 5PE	WLN43855 (part of)
Blenheim Farm	Gainsborough Road, Northorpe, Gainsborough DN21 4AR	LL145075
Bridge Farm	East Wretham, Thetford IP24 1BT - City of London Cert	NK265394,NK217633
Brierton Heights Farm	Three Gates, Dalton Piercey TS27 3HR	CE136258
Brundish	Church Farm, Church Lane, Brundish, Suffolk, IP13 9XX	SK75556
Bryn Golau	Saron, Denbigh, Denbighshire, LL16 4TH	WA652435
Brynford	Waen y brodilas, nr holywell, flintshire, CH8 8LS	WA652345
Cambusview	Cambus, Alloa, FK10 2PG	CLK13906 (part of)
Castle Farm	Castlethorpe Bridge, Carr Lane,Broughton	HS153672
Chelmsford & Land South of Chelmsford	Leighhams Lane, Bicknacre, East Hanningfield, Essex, CM3 4HF	EX102015, EX102016
Churchingford Farm	Church Rd, Churchingford, Churchstanton TA3 7DN	ST78782, ST38138
Clay Pit Farm	Hart Moor, Elwick, Hartlepool TS27 3BL	CE61007
Clifton	Newbridge, Midlothian, EH28 8LQ	MID127778
Cottenham Farm	Broad Lane, Cottenham CB4 4SW	CB240934
Coultas Cover Farm	Eakring Road, Kirlington NG22 8PA	NT355704, NT420152
Cransford	Street Farm Cransford, The Street, Cransford, Suffolk, IP13 9NZ	SK262002
Croabeg	Clapperton Hall, By Broxburn, EH52 5PE	WLN43855 (part of)
Crow Wood Farm	Thorney Rd, Thorney, Newark NG23 7BY	NT355695, NT361968
Deborah Farm	Westmoor Lane, Kettlethorpe, Lincoln, LN1 2JW	LL25860

Property name	Address	Title number(s)
Drisney Nook Farm	Drinsey Nook, Saxilby, Lincoln, LN1 2JJ	NT361776, NT363126
Drumshoreland	Clapperton Hall, By Broxburn, EH52 5PE	WLN43855 (part of)
Dubton Farm	Guthrie, Forfar, Scotland DD8 2TY	ANG50474
Earl Soham	Poplar Cottage, Bedfield Road, Earl Soham, Suffolk, IP13 7SL	SK262003
Elmwood Farm	Tudwick Road, Tiptree CO5 0SD	EX652452
Fen Drayton Farm	Swavesey Road, Fen Drayton CB4 5S	CB240933
Ferry Farm	Ferry Lane, Kettlethorpe, Lincoln LN1 2LF	LL200899, LL200900
Filby Farm	Green Lane, Little Ormesby, Gt Yarmouth NR29 3OO	NK256748
Fouldeu	Fouldeu A & B, Highmoor Drove, Fouldeu Estate, Norfolk, IP26 5AG	NK87546, NK108432
Frostenden	Frostenden Farm, Frostenden Corner, Beccles, Suffolk, NR34 7JA (inc Wangford Park, Cedar Bungalow, Wangford, Suffolk, NR34 7JA)	SK73966
Furze Farm	Parsonage Chase, Mundon, Maldon CM9 6NX	EX652454
Galley Hill Farm	Fenstanton, Huntingdon PE18 8HL	CB240932
Gogarburn/Gogarbank	Corstorphine, Edinburgh, EH12 9DE	MID127776
Gokewell Farm	Gokewell Priory, Ermine Street, Broughton, Brigg	HS170561
Gooderstone	Gooderstone Broilers, Balls Lane, Thursford, Fakenham, Norfolk, NR21 0BX	NK320785
Grassreasons Farm	Clears Rd, Layer Marney, Colchester CO5 0HA	EX29745, EX29746, EX652451
Graythorp Farm	Graythorp Ind Est, Graythorp TS25 2DS	CE60843
Great Chatwell	Tamarinda, Great Chatwell, Newport, Shropshire, TF10 9BJ	SF317371
Greenknowes	Kelty, Fife, KY4 0JN	FFE95426
Greens	Greens High House, High House Farm, Pound Green Lane, Woodbridge, Suffolk, IP13 8LH (inc New Site Farm, GNS, Red House Road, Badingham, Suffolk, IP13 8LH)	SK262005, SK262004

Property name	Address	Title number(s)
Halfway House	Lea Wood, Halfway House, Nr Shrewsbury, Shropshire, SY5 9ES	SL62144, SL202474
Hawthorn Farm	Grove Farm Rd, Little Totham, Maldon CM9 8JX	EX741347
Hibaldstow Farm	Carr Lane, Hibaldstow, Brigg DN20 9PE	HS144769, HS144768
High House	High House Farm, Heveningham Long Lane, Peasenhall, Suffolk, IP17 2JW	SK262006
High Volts Farm	Hart Moor, Hart Hartlepool TS28 5NP	CE136256
Hillside	Clapperton Hall, By Broxburn, EH52 5PE	WLN43855 (part of)
Horseford Farm	East Worlington, Witheridge, Tiverton EX17 4SU	DN299474, DN502103, DN312750
Howsham Farm	Howsham Road, Bigby, Brigg DN20 9HN	LL47558
Hurworth Burn Farm	Hurworth Burn, Wingate YS28 5NP	DU93355
Hutton Henry Farm	Hutton Henry, Hartlepool TS27 4RR	DU93775
Kelham Farm	Ollerton Rd, Little Carlton NG24 6BT	NT355707
Kettleby Farm	Kettleby House Farm, Kettleby Lane, West Lindsey	LL87203
Laxfield	Laxfield Poultry Farm, White Horse Farm, Laxfield, Woodbridge, Suffolk, IP13 8EQ	SK262007
Lincoln Lane Farm	Lincoln Lane, Kettlethorpe LN1 2LS	LL161515, LL200901
Little Butterwick Farm	Sedgefield, Stockton-on-Tees TS21 3ER	DU240787
Little Ness	The Hollies, Little Ness, Shrewsbury, Shropshire, SY4 2LJ	SL61955
Lixwm	Fford Pentre, Ysceifiog Road, Lixwm, Nr Holywell, Flintshire, CH8 8NE	WA652316
Llyn Helyg	Lloc, Nr Holywell, Flintshire, CH8 8RZ	WA652433
Loanhead	Saline, Fife, KY12 9LE	FFE95424
Lodge Farm	Lodge Lane, Kettlethorpe, Lincoln	LL200781, LL200782
Low Road Farm	Cleatham Low Rd, Cleatham Hall, Kirton Lindsey	HS149127
Maltby Farm	Holmes Lane, Winterton, Scunthorpe DN15 9UF	HS205910
Manorview	Cambus, Alloa, FK10 2PG	CLK13906 (part of)



Property name	Address	Title number(s)
Markbush Farm	Newton Road, Kettlethorpe, Lincoln, LN1 2JN	LL200783, LL175705, NT361777, NT363127
Martham East Farm	Rollesby Rd, Martham, Gt Yarmouth NR29 4SL	NK256749
Martham West Farm	The Cess, Martham, Gt Yarmouth NR29 4RE	NK256751
Mautby Farm	Filby, Gt Yarmouth NR29 3JB	NK256752
Mawmill	Nr Crook of Devon, Kinross-shire, KY13 7LL	KNR2910
Merilyn Bach	Babell, Holywell, Flintshire, CH8 8PZ	WA652419
Mickleholme Farm	Ermine Street, Appleby, Scunthorpe DN15 0AD	HS147373
Moorah Farm	Plains Rd, Little Totham, Maldon CM9 8JF	EX652456
Mordon Cottage Farm	Mordon, Sedgefield TS21 2HN	DU205993
Mynydd Llan	Mynydd Llan, Babell, Holywell, Flintshire, CH8 8QD	WA652396
Newbridge Farm	New Road, High Bridge TA9 3QA	ST242148
North Killingholme Farm	Nth Killingholme Airfield, Nth Killingholme	HS291588
North Newton Farm	North Petherton TA7 0BG	ST78783
North Scarle Farm	Spalford Road, North Scarle, LN6 9HF	LL192465
Northfield Farm	Northfield Lane, North Clifton NG23 7BB - City of London Cert	NT355698, NT420151
Ochilview	Cambus, Alloa, FK10 2PG	CLK13906 (part of)
Ogg Farm	Composition Lane, Winteringham, Scunthorpe, DN15 9ND	HS278203
Old Farm	Eagle, Lincoln LN6 9DN	LL147566
Otley	Hall Farm, (Otley Poultry Farm), Hall Lane, Otley, Suffolk, IP6 9PA	SK262009
Ouseburn Farm	Carrsfield Lane, Lower Dunsforth, Ouseburn YO3 9SD	NYK197247
Overbridge Farm	Winfarthing, Diss IP22 2EE	NK256767

Property name	Address	Title number(s)
Overcote Farm	Needingworth, Huntingdon PE17 3TN	CB240929
Park Ings Farm	Flixborough, Scunthorpe DN15 8RR	HS164766
Peasenhall (Rendham Rd)	Cedar Bungalow, Rendham Road, Peasenhall, Suffolk, IP17 2NQ	SK262012
Pen Y Ffrith	Saron, Denbigh, Denbighshire, LL16 4SW	WA652392
Pinchbeck Farm	Butterwick Lane, Sedgfield, Stockton-on-Tees, TS21 3EL	DU206083
Pittendreich Farm	Nether Pittendreich, Mickleour, PH2 6EL	PTH23572
Pity Me Farm	Potterhouse Lane, Pity Me DH1 5RL	DU240786
Pulham	Home Farm, Pulham St Mary, Diss, Norfolk, IP21 4QR	NK320789
Quarry Farm	Low Road, Cleatham, Scunthorpe DN21 4JS	HS149127
Racecourse	Babell Road, Pantaspah, Nr Holywell, Flintshire, CH8 8PW	WA652623
Red Lion Farm	Dalton Piercy, Hartlepool TS27 3HN	CE60844
Robin Dam Farm	Eakring Rd, Bilsthorpe, Newark NG22 0QU	NT355701, NT335837
Seaview	Cambus, Alloa, FK10 2PG	CLK13906 (part of)
Sheffield Farm	Bagmoor Lane, Flixborough, Scunthorpe, DN15 9BG	HS185606
Somersham Road Farm	Burleigh Hill, St Ives, Huntingdon PE27 3LY	CB236941
Stepend	Nr West Calder, West Lothian, EH55 5PE	MID127978
Sunnyside	Clapperton Hall, By Broxburn, EH52 5PE	WLN43855 (part of)
Swandhams Farm	Sampford Peverell, Tiverton, Devon EX16 7ED	DN634693, DN628933, DN602517
Tealing	Tealing Airfield, Dundee, Angus, DD4 0RD	ANG55182
Thelbridge Road Farm	Wetheridge, Tiverton EX16 8NZ	DN299469
Thrigby Farm	Mautby, Gt Yarmouth NR29 3DZ	NK73746
Thwaite	Collingford Farm, Thwaite Road, Thwaite, Suffolk, IP23 7EB	SK179988

Property name	Address	Title number(s)
Tollgate Farm	Nomans Land, Tiverton EX16 8QT	DN524882
Trafalgar Farm	Grayingham Lodge, Northorpe, Gainsborough, DN21 4AN - City of London Cert	LL126705, LL201041, LL352621
Treuddyn	Blaenau Road, Treuddyn, Nr Mold, Flintshire, CH7 4NS	WA652441
Upton South Farm	The Windle, Upton, Acle, Norwich NR13 3JT	NK256750
West Street	West Street Farm, West Street, Briar Lane, Rickingham, Eye, Norfolk, IP22 1LZ	SK262013
Westerhope Farm	Dunkeswell, Devon EX14 4QN	DN566122, DN202022
Westleigh/ Knowle Farm	Holcomb Rogus, Wellington TA21 0ZZ	DN299471, DN369471
Wigmarsh	Holly Lodge, Wigmarsh. West Felton, Oswestry, Shropshire, SY11 4HB	SL62158
Wilby	Wilby Poultry Farm, Sovereign Farm, The Bungalow Wilby Road, Stadbroke, Norfolk, IP21 5JP	SK262015
Winkleigh Farm	Winkleigh, Devon EX19 8EZ	DN523782
Winteringham Farm	East of Eastfield Farm, Ferriby Rd, Winteringham, DN15 9LY	HS154725
Wrawby Farm	Starr Carr Lane, Wrawby, Brigg DN20 8SG	HS162500
Cowbit	Mill Drove, Cowbit, Spalding, Lincolnshire PE12 6AS	LL103500
Fleet Fen	Nealsgate Road, Fleet Fen, Holbeach St John's, Spalding, Lincolnshire PE12 8SW	LL103497
Gedney	East Fields, Lutting Gate Road, Gedney Hill, Spalding Lincolnshire PE12 0QH	LL103484
Holbeach	New River Gate, Holbeach Drove, Spalding Lincolnshire PE12 0RY	LL103470 LL175801
Luttongate	Luttongate Road, Sutton St Edmonds, Spalding, Lincolnshire PE 12 0LJ	LL103472

Property name	Address	Title number(s)
Sutton St Edmunds	Chapel Road, Sutton St Edmunds, Spalding, Lincolnshire PE12 0HU	LL103483
Wreningham	Glebe Farm, Wymondham Road, Wreningham, Norfolk NR18 9ER	NK362231
Langham	The Old Airfield, Cockthorpe Road, Langham, Holt, Norfolk NR25 7BP	NK361958
Stanfield	Water Tower Site, Stanfield, Deneham, Norfolk NR20 4HZ	NK46774 NK363391
Briston	Lawn Farm, Norwich Road, Briston, Melton, Constable Norfolk NR24 2HS	NK361728
Haveringland	Beck Farm, School Road, Haveringland, Norwich NR10 4QE	NK196999
Amber Hill	Ulllyatts Drove, Amber Hill, Boston, Lincolnshire PE20 3RE	LL57189
Fold Hill	Old Church Lane, Fold Hill, Old Leake, Boston, Lincolnshire PE22 9PE	LL57829
Foulsham	Guestwick Road, Foulsham, Near Durham, Norfolk NR20 5RR	NK363053
Freiston	Camp Road, Scarne End, Freiston, Boston, Lincolnshire PE22 0LR	LL106243
Frithville	Hale Farm, Frithville, Boston, Lincolnshire PE22 7EG	LL57521
Gosberton	5 Acre Farm, Broad Drove, Gosberton, Clough Spalding PE11 4JS	LL103494
Holland Fen	Mill Lane, Holland Fen, Boston, Lincolnshire LN4 4QH	LL56944
Leverton	Old Field Lane, Outgate Leverton, Boston, Lincolnshire PE22 0AG	LL57926

Property name	Address	Title number(s)
Lyng	Primrose Green Farm, Lyng near Durham Norfolk NR9 5LJ	NK361918
New York	Boston Lane, New York, Boston, Lincolnshire LN4 4XH	LL57934
Pinchbeck	Cowards Lane, Pinchbeck, Spalding Lincolnshire PE11 3SP	LL103496
River Farm	Hall Road, Great Witchingham, Norfolk NR9 5NA	NK361938
Roughton	Carr Lane, Roughton, Norfolk NR11 8PG	NK140702 NK202450 NK175181
South Drove	Spalding, Spalding Lincolnshire PE11 3AS	LL103495
Stickney	Midfield Lane, Stickney, Boston Lincolnshire PE22 8DN	LL57987
Stowgate	Stowgate, Market Deeping, Peterborough PE6 8RW	LL103438
Wyberton	5 House Lane, Wyberton, Boston Lincolnshire PE21 7JA	LL56938
Breckles	Brookside Farm, Brecklesgate, Walton Road, Brecklesgate, Hockham near Attleborough, Norfolk NR17 1ER	NK362072
Ellough	Warrens Lane, Benacre Road, Ellough near Beccles, Norfolk NR34 7XE	SK167097
Felthorpe	Beck Farm, Haveringland Road, Felthorpe, Norfolk NR10 4BZ	NK362091
Flordon	Cottonbrook Farm, Station Road, Flordon, Norfolk NR15 1RH	NK361418

Property name	Address	Title number(s)
Hockering	Stone Road, Hockering, Near Dereham, Norfolk NR20 3PZ	NK134160
Oulton	The Old Airfield, Oulton Street, Oulton, Norwich, Norfolk NR11 6DE	NK121014 NK100108 NK366270
Snetterton	Chalk Lane, Snetterton, Norfolk NR16 2JZ	NK154976
Ubbeston	Laurel Farm, Ubbeston Green, Ubbeston near Halesworth, Suffolk IP19 0EZ	SK295152
Wendling	The Old Airfield, Beeston Road, Great Fransham, Dereham, Norfolk NR19 2NG	NK362217

## Schedule 2– Additional powers of Receiver

In addition to the powers conferred by the Act on receivers and those conferred by Clause 9.2 (*Powers of Receiver*), each Receiver shall have the powers set out in this Schedule.

- 1 To enter into, take possession of, collect and get in the Security Assets.
- 2 To manage the Security Assets.
- 3 To collect and get in all moneys or proceeds in any way arising from the Security Assets or any deed, document, right or entitlement affecting the Security Assets whether directly or indirectly.
- 4 To sell, exchange, surrender, renounce, deal with, convert into money and realise the Security Assets or any estate or interest in any of them.
- 5 To convey, assign or transfer the Security Assets subject to such exceptions, reservations and covenants and obligations as the Security Agent or any Receiver may consider necessary or expedient.
- 6 For the purposes of realisation of any Security Asset, to convey, assign or transfer it to any person with or without consideration or exchange it for shares or other property. Plant, machinery and other fixtures may be severed and sold separately from the premises containing them.
- 7 To apportion any rent and/or the performance of any obligations.
- 8 To acquire, renew, extend, grant, vary or otherwise deal with such easements, servitudes, rights, privileges and/or licences as the Security Agent or a Receiver considers expedient.
- 9 To grant without restriction any lease or tenancy for any term whether commencing at once or at any future date at any or no rent and with or without any premium and generally on such terms as the Security Agent or any Receiver may consider expedient.
- 10 To accept the surrender or renunciation of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted.
- 11 To give an effectual receipt for any premium payable on any grant or surrender or renunciation of any lease.
- 12 To exercise, observe and perform for and on behalf of the Chargor any or all of the powers, obligations or duties conferred or imposed on any owner or occupier of property (whether as landlord and/or tenant) at common law or by statute (including the Landlord and Tenant Acts 1927 to 1988, the Landlord and Tenant (Covenants) Act 1995, the Rent Act 1977, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Town and Country Planning (Scotland) Act 1997, the Public Health Act 1936, the Control of Pollution Act 1974 the Water Act 1989 and the Environmental Protection Act 1990).
- 13 To initiate, oppose, negotiate, participate in, compromise or conclude any review or revision of any rent payable in respect of any lease or tenancy.

- 14 To exercise (whether on the Chargor's behalf or otherwise) any option or right of election available in law to the Chargor or the Security Agent or any Receiver to waive exemption so that the supplies shall be supplies chargeable or taxable for VAT purposes at the standard or other applicable rate of tax.
- 15 To sign, seal, execute, deliver, complete and perfect all notices and documents as are thought fit by the Security Agent or the Receiver for exercising, observing and performing any of the powers, obligations or duties conferred or imposed on the Chargor by this Debenture or by any statute in respect of the Security Assets.
- 16 To give receipts for any compensation moneys payable to or by a landlord or tenant.
- 17 To promote, incorporate, manage and wind up either alone or with others any company either for the purposes of:
  - (a) taking a conveyance, transfer, assignment, assignation or lease of or other interest in any Security Asset; and/or
  - (b) undertaking works on and/or providing services to the occupiers of any Security Asset,in any case where it is desirable or convenient to do so and/or in connection with or for the furtherance of all or any of the powers contained in this Debenture as the Security Agent or the Receiver may consider expedient.
- 18 To construct or complete any building (whether or not it is in accordance with the development planned or being carried on at any Land) and any roads, access ways and services and generally to develop the Land in such manner as the Security Agent or the Receiver may consider expedient.
- 19 To carry out any work involving furnishing or fitting out or the installation or provision of any plant, machinery, equipment or service.
- 20 To utilise any moneys at any time or from time to time received for the purposes of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers conferred by this Debenture in advance of any other payments.
- 21 To continue, commence or undertake any business (whether or not previously carried on by the Chargor).
- 22 To borrow, raise or secure the payment of money which may be required for the exercise of any of the powers conferred by this Debenture in such manner including the creation of new assignments, mortgages or charges (whether or not having priority to this charge) as may be considered expedient.
- 23 To obtain, renew, extend, amend or otherwise deal with such permissions, consents and/or licences for the benefit of or otherwise connected with or ancillary to the Security Assets or the use or development of any business comprised in the Security Assets as the Security Agent or the Receiver may consider necessary or desirable.
- 24 To agree any variation, modification or determination of any existing deeds or agreements and enter into make or obtain any new agreements, deeds or bonds which the Security Agent or Receiver considers may be necessary or desirable.



- 25 To employ staff, solicitors, architects, surveyors, quantity surveyors, estate agents, insurance brokers, contractors, builders, workmen, security staff, watchmen, building managers and others and purchase all proper stock, materials and other items as the Security Agent or the Receiver may consider expedient.
- 26 To dedicate any part or parts of the Land as a highway where to do so is desirable in order that the Land may more conveniently be developed.
- 27 To make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate development.
- 28 Provided this does not result in a breach of the terms of the headleases or any Occupational Lease, to effect and maintain insurance policies (whether against fire and other physical risks, loss of rent or third party or public liability, or structural or latent defect, or for other indemnity or otherwise) and to make, prove, negotiate, adjust or enforce any claim on any policy whether effected by the Chargor or the Security Agent or the Receiver.
- 29 To take, defend, appeal or otherwise join in any proceedings (including any arbitration or determination of any issue or dispute by an independent expert) concerning or incidental to the Security Assets or to any of the powers set out in this Schedule.
- 30 To make any arrangement or compromise or enter into any contracts which the Security Agent or the Receiver may consider expedient.
- 31 To do all such other acts and things as the Security Agent or the Receiver may consider necessary or desirable for the management, development or realisation of all or any part or parts of the Security Assets and/or acts and things incidental or ancillary to the powers set out in this Schedule and the exercise of them.

## Schedule 3- Forms of letter to and from Occupational Tenants

### Part 1 - Notice to Occupational Tenant

[On the letterhead of the Chargor]

To: [Occupational tenant]

[DATE]

Dear Sirs

re: [Property]

**Debenture dated \*\* between Amber Real Estate Investments (Agriculture) Limited and Lloyds Bank plc (the Debenture)**

We refer to the lease dated \*\* and made between \*\* and \*\* (the **Lease**).

This letter constitutes notice to you that under the Debenture we have assigned (by way of security) to Lloyds Bank plc (as trustee for itself and certain other banks and financial institutions, the **Security Agent**) all our rights under the Lease.

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account at \*\*, Account No. \*\*, Sort Code \*\* (the **Account**) [*insert details of the Rent Account*].

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

This letter is governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at \*\*, with a copy to ourselves.

Yours faithfully

**For and on behalf of Amber Real Estate Investments (Agriculture) Limited**

**Part 2 - Acknowledgement of Occupational Tenant**

To:     \*\*                   [*Security Agent*]

Attention:         \*\*

Date:     \*\*

Dear Sirs

**re:     [Property]**

**Debenture dated \*\*                   between Amber Real Estate Investments (Agriculture) Limited  
and Lloyds Bank plc (the Debenture)**

We confirm receipt from Amber Real Estate Investments (Agriculture) Limited (the **Chargo**) of a  
notice dated \*\*                   (the **Notice**) in relation to the Lease (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

- (a)     have not received any notice that any third party has or will have any right or interest  
in, or has made or will be making any claim or demand or taking any action in respect  
of, the rights of the Chargor under or in respect of the Lease (as defined in the  
Notice); and
- (b)     will pay all rent and all other monies payable by us under the Lease into the Account  
(as defined in the Notice) until we receive your written instructions to the contrary.

This letter is governed by English law.

Yours faithfully

.....

For and on behalf of \*\*

## Schedule 4– Forms of letter to and from an Account Bank

### Part 1- Notice to Account Bank regarding the Controlled Accounts

On Chargor's notepaper.

To:                   \*\*                   [insert name and address of Account Bank]

Date:                   \*\*

Dear Sirs

**Debenture dated \*\*                   between Amber Real Estate Investments (Agriculture) Limited and Lloyds Bank plc (the Debenture)**

We refer to the following accounts which we hold with you:

- (a)           [insert account number and sort code of each of the Controlled Accounts]
- (b)           as they may from time to time be re-designated or re-numbered (each a **Controlled Account** and together the **Controlled Accounts**).

We are writing to give you notice of certain rights in respect of the Controlled Accounts that we have granted to Lloyds Bank plc in its capacity as security trustee for certain banks and financial institutions (the **Bank**). Please note, we sent a similar notice pursuant to the terms of a debenture granted by Amber Real Estate Investments (Agriculture) Limited in favour of the Bank on 8 January 2016 (the **2016 Debenture**). For the avoidance of doubt, the Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other security now or in the future held by or available to the Bank (including the 2016 Debenture).

Under the Debenture we have charged by way of fixed charge in favour of the Bank all amounts standing to the credit of each Controlled Account from time to time (each a **Deposit** and together the **Deposits**) and all of our right, title and interest in, and relating to, each Controlled Account.

Regardless of any previous authorisations or instructions which we may have given you and without making any enquiry as to the justification for the matter, we irrevocably authorise and instruct you:

- (a)           to disclose to the Bank any information relating to us, each Controlled Account and each Deposit which the Bank may from time to time request you to disclose to it;
- (b)           to hold each Deposit to the order of the Bank, and not permit the whole or any part of any Deposit to be withdrawn by us;
- (c)           to pay or release all or any part of each Deposit, and generally to act in relation to each Deposit, only in accordance with the written instructions of the Bank; and
- (d)           to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to any Controlled Account or any Deposit which you may receive from the Bank.

The instructions and authorisations contained in this letter may not be revoked or varied without the written agreement of the Bank.

This letter is governed by English law.

Please acknowledge and confirm the above to the Bank in the form attached with a copy to us.

Yours faithfully

.....

for and on behalf of **Amber Real Estate Investments (Agriculture) Limited**

copy: **Lloyds Bank plc**

**Part 2 – Acknowledgement from Account Bank regarding Controlled Accounts**

On Account Bank's notepaper.

To: Lloyds Bank plc

(as security trustee for certain banks and financial institutions, the **Bank**)

Attention: \*\*

Date: \*\*

Dear Sirs

**Debenture dated \*\* between Amber Real Estate Investments (Agriculture) Limited and Lloyds Bank plc (the Debenture)**

We acknowledge receipt of a notice (the **Notice**) from Amber Real Estate Investments (Agriculture) Limited (the **Chargor**) dated \*\* that under the Debenture it has charged by way of fixed charge in favour of the Bank all of the Chargor's right, title and interest in, and relating to the Controlled Accounts and the Deposits (the **Security**).

Terms defined in the Notice have the same meaning in this letter.

We confirm that:

- (a) we acknowledge receipt of the Notice and accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms;
- (b) we have not received notice of:
  - (i) any other assignment of or encumbrance over any Deposit or Controlled Account; or
  - (ii) any interest, claim or right in or to either of them by any third party,other than in respect of the 2016 Debenture and we shall promptly give you notice of any such actual, potential or asserted assignment, encumbrance, interest, claim or right of which we become aware;
- (c) we do not, and will not, hold or otherwise have the benefit of any security interest or other encumbrance over any Controlled Account or any Deposit; and
- (d) we will not exercise any right of combination, consolidation, merger or set-off which we may have in respect of any Controlled Account or any Deposit.

We are aware that you are relying on this letter in connection with your rights under the Security.

This letter is governed by English law.

Yours faithfully

.....  
for and on behalf of \*\* [Account Bank]

copy: Amber Real Estate Investments (Agriculture) Limited

### Part 3 - Notice to Account Bank regarding a Current Account

On Chargor's notepaper.

To:                   \*\*                   [insert name and address of Account Bank]

Date:               \*\*

Dear Sirs

**Debenture dated \*\*                   between Amber Real Estate Investments (Agriculture) Limited and Lloyds Bank plc (the Debenture)**

- 1       We are writing to give you notice of certain rights in respect of the [insert Account Number/Sort Code for the Current Account] (the **Current Account**) that we have granted to Lloyds Bank plc in its capacity as security trustee for certain banks and financial institutions (the **Bank**).
- 2       Please note, we sent a similar notice pursuant to the terms of a debenture granted by Amber Real Estate Investments (Agriculture) Limited in favour of the Bank on 8 January 2016 (the **2016 Debenture**). For the avoidance of doubt, the Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other security now or in the future held by or available to the Bank (including the 2016 Debenture).
- 3       Under the Debenture we have charged in favour of the Bank by way of first floating charge, all our rights in respect of any moneys standing to the credit of the Current Account.
- 4       We notify you that:
  - (a)     after you have received notice from the Bank under paragraph 6 below, we may not withdraw any moneys from the Current Account without first obtaining the prior written consent of the Bank;
  - (b)     there is a prohibition in the Debenture on the creation of any further security interest over the Current Account; and
  - (c)     you are authorised to disclose information relating to the Current Account to the Bank on the request of the Bank.
- 5       After you have received notice from the Bank under Clause 6 below, we irrevocably authorise and instruct you to:
  - (a)     hold all moneys from time to time standing to the credit of the Current Account to the order of the Bank; and
  - (b)     pay all or any part of those moneys to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank to that effect.
- 6       By counter-signing this notice the Bank confirms that we may make withdrawals from the Current Account until such time as the Bank shall notify you (with a copy to us) in writing that its permission is withdrawn.



EXECUTION VERSION

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Bank.

This letter is governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to the Bank at \*\* *[insert Security Agent's address]* with a copy to ourselves.

Yours faithfully

.....

**For and on behalf of Amber Real Estate Investments (Agriculture) Limited**

**Copy Lloyds Bank plc**

**Part 4 - Acknowledgement of Account Bank regarding a Current Account**

To: Lloyds Bank plc

(as security trustee for certain banks and financial institutions, the **Bank**)

Attention: \*\*

Date: \*\*

Dear Sirs

**Debenture dated \*\* between Amber Real Estate Investments (Agriculture) Limited and Lloyds Bank plc (the Debenture)**

We acknowledge receipt of a notice (the **Notice**) from Amber Real Estate Investments (Agriculture) Limited (the **Chargor**) dated \*\* that under the Debenture it has charged by way of floating charge in favour of the Bank all of the Chargor's right, title and interest in, and relating to the Current Account (the **Security**).

Terms defined in the Notice have the same meaning in this letter.

We confirm that:

- (a) we acknowledge receipt of the Notice and accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms;
- (b) we have not received notice of:
  - (i) any other assignment of or encumbrance over the Current Account; or
  - (ii) any interest, claim or right in or to it by any third party,other than in respect of the 2016 Debenture and we shall promptly give you notice of any such actual, potential or asserted assignment, encumbrance, interest, claim or right of which we become aware;
- (c) we do not, and will not, hold or otherwise have the benefit of any security interest or other encumbrance over the Current Account; and
- (d) we will not exercise any right of combination, consolidation, merger or set-off which we may have in respect of the Current Account.

We are aware that you are relying on this letter in connection with your rights under the Security.

This letter is governed by English law.

Yours faithfully

.....

For and on behalf of **[Account Bank]**

## Schedule 5- Forms of letter for Insurances

On Chargor's notepaper.

To:               \*\*               *[insert name and address of insurance company]*

Attention:       \*\*

Date:            \*\*

Dear Sirs

### Notice of assignment

- 1       We refer to the \*\*               *[specify the relevant insurance policy]* dated \*\*  
between us and you (the **Policy**).
- 2       We notify you that:
  - (a)     under a debenture dated \*\*               2021 between us and Lloyds Bank plc (the **Security Agent**) we have assigned to the Security Agent for the benefit of itself and certain other banks and financial institutions (together with the Security Agent, the **Secured Parties**) all our right, title and interest in and to, and all benefits accruing under, the Policy as security for certain obligations owed to the Secured Parties;
  - (b)     we may not agree to amend or terminate the Policy without the prior written consent of the Security Agent;
  - (c)     until you receive written notice to the contrary from the Security Agent that an Event of Default has occurred, you may continue to deal with us in relation to the Policy and credit all moneys to which we are entitled under the Policy to the following account in our name: \*\*               *[insert details of relevant Controlled Account]*. After receipt we will cease to have any right to deal with you in relation to the Policy and from that time you should deal only with the Security Agent; and
  - (d)     you are authorised to disclose information relating to the Policy to the Security Agent on request of the Security Agent.
- 3       We request that you:
  - (a)     after receipt of written notice in accordance with paragraph 2(c), ensure that all moneys to which we are entitled under the Policy are credited to any account of the Security Agent specified by the Security Agent (and are not paid to us);
  - (b)     note on the Policy the Security Agent's security interest under the Debenture; and
  - (c)     give the Security Agent not less than 30 days' written notice of your terminating the Policy or allowing the Policy to lapse.
- 4       Please sign and return the enclosed copy of this notice to the Security Agent at *[insert Security Agent's address]* (with a copy to us) to confirm that you:

- (a) agree to the terms of this notice and to act in accordance with its provisions;
- (b) have not received notice that we have assigned our rights under the Policy to a third party or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party; and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Policy.

5 The provisions of this notice are governed by English law.

Yours faithfully

.....  
for and on behalf of  
**Amber Real Estate Investments (Agriculture) Limited**

Copy to: **Lloyds Bank plc**

**[On acknowledgement copy]**

To:

**[Insert Security Agent's address]**

Copy to:

Amber Real Estate Investments (Agriculture) Limited  
2nd Floor  
Colmore Court  
9 Colmore Row  
Birmingham B3 2BJ

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....  
for and on behalf of  
**[insert name of insurance company]**

Date: \*\*

## Schedule 6– Forms of letter for assigned agreements

On Chargor's notepaper.

To:                   \*\*                   *[insert name and address of counterparty]*

Attention:       \*\*

Date:               \*\*

Dear Sirs

### Notice of assignment

- 1       We refer to the \*\*                   *[specify the relevant assigned agreement]* dated \*\* between us and you (the **Agreement**).
  
- 2       We notify you that:
  - (a)     under a debenture dated \*\*                   2016 between, among others, us and Lloyds Bank plc (the **Security Agent**) we have assigned to the Security Agent for the benefit of itself and certain other banks and financial institutions (together with the Security Agent, the **Secured Parties**) all our right, title and interest in and to, and all benefits accruing under, the Agreement as security for certain obligations owed to the Secured Parties;
  
  - (b)     we may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent;
  
  - (c)     until you receive written notice to the contrary from the Security Agent that an Event of Default has occurred, you may continue to deal with us in relation to the Agreement and credit all moneys to which we are entitled under the Agreement to the following account in our name: \*\*                   *[insert details of relevant Controlled Account]*. After receipt we will cease to have any right to deal with you in relation to the Agreement and from that time you should deal only with the Security Agent; and
  
  - (d)     you are authorised to disclose information relating to the Agreement to the Security Agent on request of the Security Agent.
  
- 3       [Please note, we sent a similar notice pursuant to the terms of a debenture granted by Amber Real Estate Investments (Agriculture) Limited in favour of the Bank on 8 January 2016 (the **2016 Debenture**). For the avoidance of doubt, the Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other security now or in the future held by or available to the Bank (including the 2016 Debenture).]
  
- 4       We request that you:
  - (a)     after receipt of written notice in accordance with paragraph 2(c), ensure that all moneys to which we are entitled under the Agreement are credited to the account of the Security Agent specified in that notice (and are not paid to us);
  
  - (b)     give the Security Agent written notice of any breach of the Agreement as soon as you become aware of it; and

- (c) give the Security Agent not less than 30 days' written notice of your terminating the Agreement.
- 5 Please sign and return the enclosed copy of this notice to the Security Agent at [*insert Security Agent's address*] (with a copy to us) to confirm that you:
- (a) agree to the terms of this notice and to act in accordance with its provisions;
- (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Agreement.
- 6 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of **Amber Real Estate Investments (Agriculture) Limited**

Copy to: Lloyds Bank plc

[On acknowledgement copy]

To: [*Insert Security Agent's address*]

Copy to: Amber Real Estate Investments (Agriculture) Limited

2nd Floor  
Colmore Court  
9 Colmore Row  
Birmingham B3 2BJ

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....

for and on behalf of

[*insert name of counterparty*]

Date: \*\*

## Schedule 7– Form of notice for Derivative Contracts

[On relevant Chargor's notepaper.]

To:                   \*\*                   *[insert name and address of counterparty]*

Attention:       \*\*

Date:             \*\*

Dear Sirs

### Notice of charge

- 1       We refer to the \*\*                   *[specify the relevant Derivative Contract]* dated \*\*  
between us and you (the **Agreement**).
- 2       We notify you that:
  - (a)     under a debenture dated \*\*                   2021 between, among others, us and Lloyds Bank plc (the **Security Agent**) we have granted to the Security Agent for the benefit of itself and certain other banks and financial institutions (together with the Security Agent, the **Secured Parties**) a fixed charge over our right to receive all moneys payable under the Agreement as security for certain obligations owed to the Secured Parties;
  - (b)     we may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent; and
  - (c)     you are authorised to disclose information relating to the Agreement to the Security Agent on request.
- 3       We request that you:
  - (a)     ensure that all moneys payable to us under the Agreement are credited to an account nominated by the Security Agent (and are not paid to us);
  - (b)     give the Security Agent written notice of any breach of the Agreement as soon as you become aware of it; and
  - (c)     give the Security Agent not less than 30 days' written notice of your giving notice to terminate the Agreement.
- 4       Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm that you:
  - (a)     agree to the terms of this notice and to act in accordance with its provisions; and

- (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and

5 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of **Amber Real Estate Investments (Agriculture) Limited**

Copy to: Lloyds Bank plc

[On acknowledgement copy]

To: *[Insert Security Agent's address]*

Copy to: Amber Real Estate Investments (Agriculture) Limited

2nd Floor  
Colmore Court  
9 Colmore Row  
Birmingham B3 2BJ

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....

for and on behalf of

***[insert name of counterparty]***

Date: \*\*



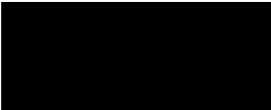
Executed as a deed by


Amber Real Estate Investments

(Agriculture) Limited

acting by two directors

)  
)  
)  
)

  
Director

  
Director

Signed for and on behalf of

Lloyds Bank plc

)  
)

