

# LL MR01

## Particulars of a charge created by a Limited Liability Partnership (LLP)

53851/13

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Please see 'How to pay' on the  
last page

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You may use this form to register  
a charge created or evidenced by  
an instrument

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You may not use this form to  
register a charge where there is no  
instrument Use form LL MR08

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

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



A09 21/04/2015 #222

COMPANIES HOUSE

**1**

### LLP details

LLP number

LLP name in full **E&J GROUND RENTS NO3 LLP**

49 For official use

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

All fields are mandatory unless  
specified or indicated by \*

**2**

### Charge creation date

Charge creation date

**3**

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

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

Name **ROTHESAY LIFE LIMITED**

Name

Name

Name

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

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

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## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The Real Property as defined in the Charge and including i) Ardwick House, 190-192 Sycamore Road, Farnborough, GU14 6RH, (Title Number HP661585), and ii) 1-24, 118-135, 159-167 And, 380-401 Alexandra Gate, Newport, (Title Number CYM580596)  
The Intellectual Property Rights as defined in the Charge  
See the Charge for more details

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

## Other charge or fixed security

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

☒ Yes

☐ No

6

## Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

## Negative Pledge

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

☒ Yes

☐ No

8

## Trustee statement ①

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form LL MR06)

9

## Signature

Please sign the form here

Signature

Signature

X *Herbert Smith Freehills LLP.* X

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

# LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



## Presenter information

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

Contact name Jonathan Gruder

LLP name Herbert Smith Freehills LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 E G

Country

DX 28

Telephone 020 7374 8000



## Certificate

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



## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



## Important information

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



## How to pay

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## Where to send

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### For LLPs registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

### For LLPs registered in Scotland:

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

### For LLPs registered in Northern Ireland:

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



## Further information

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



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC360128

Charge code: OC36 0128 0049

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2015 and created by E&J GROUND RENTS NO3 LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 21st April 2015.

DX

Given at Companies House, Cardiff on 28th April 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES




HERBERT  
SMITH  
FREEHILLS

EXECUTION VERSION

We hereby certify that, save  
for material redacted pursuant  
to section 859G of the Companies  
Act 2006, this is a true and  
accurate copy of the original.

16 APRIL ... 2015

IAN CHIN   
HERBERT SMITH FREEHILLS LLP  
EXCHANGE HOUSE  
PRIMROSE STREET  
LONDON EC2A 2EG  
17 APRIL 2015

THE PERSONS LISTED IN SCHEDULE 1  
TO THIS DEBENTURE  
as Chargors  
and  
ROTHESAY LIFE LIMITED  
as Security Trustee

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DEBENTURE

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Herbert Smith Freehills LLP

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THIS DEBENTURE is made on

16 APRIL 2015

BETWEEN:

- (1) THE PERSONS LISTED IN SCHEDULE 1 TO THIS DEBENTURE (each an "Original Chargor" and together the "Original Chargors"), and
- (2) ROTHESAY LIFE LIMITED as security trustee for itself and each of the other Secured Parties (the "Security Trustee")

IT IS AGREED as follows

# 1 DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

## 1.1 Definitions

1.1.1 Terms defined in the Credit Agreement shall, unless otherwise defined in this Debenture or unless a contrary intention appears, bear the same meaning when used in this Debenture and the following terms shall have the following meanings

"Account Proceeds" means all amounts (including interest) from time to time standing to the credit of any bank or other account of each Chargor (or in which a Chargor has an interest including, without limitation, a beneficial interest under a trust) with any bank, building society, financial institution or other person (including the Accounts) and the debts represented thereby

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the affairs, business and property of any Chargor

"Charged Assets" means the assets mortgaged, charged or assigned pursuant to Clauses 3 (Security) and 4.1 (Creation of Floating Charge) of this Debenture

"Chargor" means each Original Chargor and each person which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with Clause 23 (Additional Chargors)

"Credit Agreement" means the facility agreement between, among others, (1) SF Funding Limited as Borrower, (2) the persons listed in part 1 of Schedule 1 thereto as original guarantors and (3) Rothesay Life Limited in various capacities, originally dated 9 July 2014 as amended by an amendment and restatement agreement dated on or about the date of this Debenture.

"Debts" means all of a Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to that Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above

"Existing Debentures" means the Original Debenture, the First Supplemental Debenture and the Second Supplemental Debenture

"First Supplemental Debenture" means the supplemental charge dated 16 October 2014 between, the persons listed in schedule 1 thereto, SF Funding Limited and the Security Trustee.

"Insurance Policies" means all present and future contracts or policies of insurance (including life policies) in which a Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise)

"Insurance Proceeds" means all monies from time to time payable to each Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums

**"Intellectual Property Rights"** means all patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, database rights, domain names, computer software, know-how, trade secrets, inventions and other intellectual property rights and interests (which may now or in the future exist), whether registered or unregistered, and the benefit of all applications and the rights to use such assets (which may now or in the future exist) and all Related Property Rights

**"Investments"** means all of a Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly or to the order of a Chargor or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central Gilts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of a Chargor or whether the same have been delivered to or to the order of the Security Trustee or its nominee including all Related Investment Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of a Chargor

**"LLP"** means each limited liability partnership specified in Schedule 6 (*Details of Limited Liability Partnerships*)

**"LLP Agreement"** means each agreement constituting an LLP

**"LLP Membership Interests"** means all of the Chargors' right, title and interest in each LLP and under each LLP Agreement and including all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of the same.

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

**"LP Agreement"** means the limited partnership agreement under which the LP Obligor is established as a limited partnership

**"LP Obligor"** means Hotbed Ground Rents 2010 Limited Partnership, registered as a limited partnership under the Limited Partnerships Act 1907 with registered number LP014031

**"Membership Interests"** means the LLP Membership Interests

**"Original Debenture"** means the debenture dated 9 July 2014 between the persons listed in Schedule 1 thereto and the Security Trustee.

**"Real Property"** means

- (a) all of the freehold and/or leasehold property of each Chargor specified opposite the name of the relevant Chargor in Schedule 2 (Real Property),
- (b) all freehold and leasehold property or immovable property of each Chargor situate in England and Wales other than the property referred to in paragraph (a) above,
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b) above, and
- (d) the Related Property Rights

**"Receiver"** means any person appointed by the Security Trustee to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Debenture

**"Related Investment Rights"** means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any Investment and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Investments

**"Related Property Rights"** means, where used in relation to a particular property, asset (or class of assets) or right, the following

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein),
- (b) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right, and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset

**"Reliance Rights"** means, in respect of a Chargor, the rights of that Chargor as against the Report Provider (pursuant to any letter of engagement, any letter of reliance or any other arrangement between the Report Provider and the relevant Chargor) in respect of the First E&Y Paper and the Second E&Y Paper

**"Report Provider"** means Ernst & Young LLP

**"Second Supplemental Debenture"** means the second supplemental debenture dated 23 February 2015 between, the persons listed in schedule 1 thereto, SF Funding Limited and the Security Trustee

**"Secured Liabilities"** means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 (*Covenants to Pay*)

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in Schedule 5 (*Security accession deed*), with those amendments which the Security Trustee may approve or require (acting reasonably)

**"Security Period"** means the period from the date of this Debenture until the date on which the Security Trustee has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full

**"Shares"** means:

- (a) all shares of the persons listed in Part I of Schedule 3 (*Shares*) legally and beneficially owned by the Borrower;
- (b) all shares of the persons listed in Part II of Schedule 3 (*Shares*) legally and beneficially owned by SF Ground Rents Limited,
- (c) all shares of the persons listed in Part III of Schedule 3 (*Shares*) legally and beneficially owned by E&J Ground Rents No10 Limited,
- (d) all shares of the persons listed in Part IV of Schedule 3 (*Shares*) legally and beneficially owned by Aldingbourne Estates LLP,
- (e) all shares of the persons listed in Part V of Schedule 3 (*Shares*) legally and beneficially owned by E&J Ground Rents NO4 LLP,
- (f) all shares of the persons listed in Part VI of Schedule 3 (*Shares*) legally and beneficially owned by E&J Ground Rents LLP,

- (g) all shares of the persons listed in Part VII of Schedule 3 (*Shares*) legally and beneficially owned by E&J Ground Rents NO5 LLP,
- (h) all shares of the persons listed in Part VIII of Schedule 3 (*Shares*) legally and beneficially owned by E&J Ground Rents NO2 LLP,
- (i) all shares of the persons listed in Part IX of Schedule 3 (*Shares*) legally and beneficially owned by E&J Ground Rents NO6 LLP,
- (j) all shares of the persons listed in Part X of Schedule 3 (*Shares*) legally and beneficially owned by E&J Ground Rents NO3 LLP,
- (k) all shares of the persons listed in Part XI of Schedule 3 (*Shares*) legally owned by Hotbed General Partner (Ground Rents 2010) Limited and beneficially owned by the LP Obligor,
- (l) all shares of the persons listed in Part XII of Schedule 3 (*Shares*) legally and beneficially owned by E&J Ground Rents No8 LLP, and
- (m) all Related Investment Rights and all Related Property Rights in respect thereof

1 1 2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Debenture

## 1 2 Construction and Third Party Rights

1 2 1 The provisions of clause 1.2 (*Construction*) of the Credit Agreement shall apply to this Debenture as if they were set out in this Debenture

1 2 2 No term of this Debenture is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Debenture

## 1 3 Implied Covenants for Title

The obligations of each Chargor under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994

## 1 4 Effect as a Deed

This Debenture is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only

## 1 5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Assets in this Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Debenture are incorporated into this Debenture

## 1 6 Security Trust Provisions

The Security Trustee holds the benefit of this Debenture on trust for the Secured Parties in accordance with clause 25 (*Role of the Agent, the Security Trustee, the Arranger and the Servicer*) of the Credit Agreement

## 2 COVENANTS TO PAY

### 2 1 Covenant to Pay Secured Liabilities

Each Chargor covenants that it shall on demand pay to the Security Trustee all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any other Obligor to any Secured Party under or pursuant to the Finance Documents in each case when the same become due for payment or discharge whether by acceleration or

otherwise, and whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to a Secured Party or purchased (whether by assignment or otherwise) or acquired in any other way by it, denominated in sterling or any other currency, or incurred on any current or other banking account or in any other manner whatsoever

## **2.2 Potential Invalidity**

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the obligation to pay interest pursuant to Clause 2.3 (*Interest*) nor the security created by this Debenture shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant or security to be unlawful under any applicable law.

## **2.3 Interest**

Each Chargor hereby agrees to pay to the Security Trustee, in respect of any amount demanded from it in accordance with this Debenture (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between that Chargor or another Obligor and the relevant Secured Party) interest from first demand by the Security Trustee of that Chargor at the times and the rate and otherwise in accordance with the provisions of clause 8.3 (*Default Interest*) of the Credit Agreement

# **3 SECURITY**

## **3.1 Creation of Fixed Security**

Each Chargor charges to the Security Trustee by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in that Chargor at the date of this Debenture shall be a charge by way of legal mortgage) with full title guarantee (subject to any Security created by or evidenced under the Existing Debentures) and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following

- 3.1.1 the Real Property,
- 3.1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights,
- 3.1.3 (to the extent that the same are not the subject of a fixed charge under Clause 3.1.4) all Debts,
- 3.1.4 all Account Proceeds,
- 3.1.5 all of its Investments,
- 3.1.6 the LLP Membership Interests,
- 3.1.7 the Shares,
- 3.1.8 all of its Intellectual Property Rights,
- 3.1.9 the Reliance Rights,
- 3.1.10 all goodwill and uncalled capital, and
- 3.1.11 (to the extent not effectively assigned under Clause 3.2 (*Assignments*) or an Existing Debenture), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 3.2 (*Assignments*)

**3.2 Assignments**

Each Chargor assigns to the Security Trustee (subject to (i) obtaining any necessary consent to such assignment from any third party, (ii) amending any relevant agreement to remove any restrictions on assignment, and (iii) any Security created by or evidenced under the Existing Debentures) with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in

- 3.2.1 the Insurance Policies and the Insurance Proceeds,
  - 3.2.2 the LLP Agreements,
  - 3.2.3 the LP Agreement,
  - 3.2.4 all Rental Income,
  - 3.2.5 the Acquisition Agreements,
  - 3.2.6 any guarantee of Rental Income contained in or relating to any Lease Document,
  - 3.2.7 each Transaction Document (other than the Finance Documents),
  - 3.2.8 each building contract, consultant appointment and collateral warranty in respect of the development of any Real Property, and
  - 3.2.9 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor,
- and all Related Property Rights in respect of the above

**3.3 Preservation of Fixed Charge**

Without prejudice to Clause 3.1 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*), if, pursuant to clause 20 (*The Accounts*) of the Credit Agreement, a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1.4 (*Creation of Fixed Security*) and 3.2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of that Chargor and the proceeds of those debts

**4 FLOATING CHARGE****4.1 Creation of Floating Charge**

- 4.1.1 Each Chargor charges to the Security Trustee by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*)
- 4.1.2 Each floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- 4.1.3 Without prejudice to Clause 4.1.2 the Security Trustee reserves its rights to appoint an administrative receiver on and following an Event of Default in accordance with sections 72 B to H (inclusive) of the Insolvency Act 1986

**4.2 Automatic Crystallisation of Floating Charge**

Notwithstanding anything express or implied in this Debenture, and without prejudice to any law which may have similar effect, if

- 4.2.1 any Chargor creates or attempts to create any Security over all or any of the Charged Assets save as expressly permitted under the Credit Agreement, or
- 4.2.2 any person levies or attempts to levy any distress, execution or other similar process against any of the Charged Assets, or
- 4.2.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor, or
- 4.2.4 an Administrator is appointed or any step intended to result in such appointment is taken,

then the floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge

**4.3 Crystallisation on Notice of Floating Charge**

Notwithstanding anything express or implied in this Debenture, the Security Trustee may at any time

- 4.3.1 following the occurrence of an Event of a Default which is continuing, or
- 4.3.2 if the Security Trustee considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy or the Security Trustee reasonably believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding up of any Chargor,

by giving notice in writing to that effect to the relevant Chargor convert the floating charge created by Clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice

**5. FURTHER ASSURANCE**

- 5.1 Each Chargor must promptly upon request by the Security Trustee execute (in such form as the Security Trustee may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Trustee or its nominees and do all such assurances and things as the Security Trustee may reasonably require for

- 5.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Debenture,
- 5.1.2 conferring upon the Security Trustee such security as it may require over the assets of a Chargor outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets,
- 5.1.3 facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the assets of a Chargor, and
- 5.1.4 exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to this Debenture or by law

- 5.2 Each Chargor shall, at any time, promptly upon request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal

assignment, as the case may be, in favour of the Security Trustee in such form as the Security Trustee shall require.

- 5.3 Each Chargor shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Debenture including the obtaining of any necessary consent (in form and content satisfactory to the Security Trustee) to enable the assets of a Chargor to be mortgaged, charged or assigned pursuant to this Debenture. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Debenture. Each Chargor shall promptly deliver a copy of each such consent to the Security Trustee.

## **6 GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS**

- 6.1 Each Chargor undertakes to the Security Trustee with respect to the Charged Assets that

### **6.1.1 Negative Pledge**

other than under a Security Document, it shall not, except as expressly permitted by the Credit Agreement, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them,

### **6.1.2 Disposals**

it shall not Dispose of the Charged Assets or any part of them or agree so to do except in the case of Disposals which are expressly permitted by the Credit Agreement,

### **6.1.3 Subsequent Charges**

subject to Clause 6.1.1 (*Negative Pledge*), it shall procure that any Security created by it after the date of this Debenture (otherwise than in favour of the Security Trustee) shall be expressed to be subject to this Debenture,

### **6.1.4 Deposit of Title Documents**

- (A) subject to Clause 6.1.4(B) and Clause 6.1.4(C) below, it shall deposit with the Security Trustee for the duration of the Security Period, the deeds and documents of title relating to the Charged Assets,
- (B) if the Security Trustee expressly agrees in writing, subject to arrangements and undertakings satisfactory to the Security Trustee, it shall remain in possession of, or deposit with a legal representative, the deeds and documents of title relating to the Charged Assets, and
- (C) this Clause 6.1.4 shall not apply to the Lease Documents or to those deeds and documents held at the applicable Land Registry,

### **6.1.5 Restriction on Assignment or Charge**

- (A) it shall use all reasonable endeavours to obtain, as soon as possible, all necessary consents from relevant third parties to the assignment and charge of the relevant Chargor's rights in respect of any Charged Asset, and
- (B) it shall use all reasonable endeavours to amend, as soon as possible, any agreement that restricts the assignment and charge of the relevant Chargor's rights in respect of any Charged Asset.

**6.2 Notices of Charge and/or Assignment**

- 6.2.1 Each Chargor shall forthwith give notice to any bank or financial institution where any Account (other than the Managing Agent Account and the Tax Account) is held in the form set out in Part I of Schedule 4 (*Notices*) and procure that each such bank or financial institution acknowledges such notice to the Security Trustee in the form set out in Part II of Schedule 4 (*Notices*)
- 6.2.2 Each Chargor shall forthwith give notice to any bank or financial institution where the Managing Agent Account is held in the form set out in Part III of Schedule 4 (*Notices*) and procure that each such bank or financial institution acknowledges such notice to the Security Trustee in the form set out in Part IV of Schedule 4 (*Notices*)
- 6.2.3 Each Chargor shall within 1 Business Day of the opening of the Tax Account give notice to any bank or financial institution where the Tax Account is held in the form set out in Part V of Schedule 4 (*Notices*) and procure that each such bank or financial institution acknowledges such notice to the Security Trustee in the form set out in Part VI of Schedule 4 (*Notices*)
- 6.2.4 Each Chargor shall forthwith following the occurrence of an Event of Default which is continuing give notice to each tenant of the Real Property in the form set out in Part VII of Schedule 4 (*Notices*) and use all reasonable endeavours to procure that each such tenant acknowledges such notice to the Security Trustee in the form set out in Part VIII of Schedule 4 (*Notices*)
- 6.2.5 Each Chargor shall forthwith give notice to every other party (each a "Counterparty") to each contract referred to in Clause 3.2 (*Assignments*) (other than (i) a Headlease or (ii) if referred to in Clause 6.2.1, 6.2.2, 6.2.4, 6.2.6 or 6.2.7) in the form set out in Part IX of Schedule 4 (*Notices*) (or such other form agreed by the Security Trustee and the Chargor or as the Security Trustee may require (acting reasonably)) and use reasonable endeavours to procure that each such Counterparty acknowledges such notice to the Security Trustee in the form set out in Part X of Schedule 4 (*Notices*) (or such other form agreed by the Security Trustee and the Chargor or as the Security Trustee may require (acting reasonably))
- 6.2.6 Each Chargor shall forthwith give notice to any insurer under an Insurance Policy in the form set out in Part XI of Schedule 4 (*Notices*) or in a form as otherwise agreed between the relevant Chargor and the Security Trustee and use all reasonable endeavours to procure that each such insurer acknowledges such notice to the Security Trustee in the form set out in Part XII of Schedule 4 (*Notices*) or in a form as otherwise agreed between the relevant Chargor and the Security Trustee
- 6.2.7 Each Chargor shall forthwith give notice to the Report Provider in the form set out in Part XIII of Schedule 4 (*Notices*) and procure that the Report Provider acknowledges such notice to the Security Trustee in the form set out in Part XIV of Schedule 4 (*Notices*)
- 6.2.8 Each Chargor shall deliver to the Security Trustee and serve on any debtor or other person as required by the Security Trustee notices of charge in respect of any of the assets charged pursuant to this Debenture and use all reasonable endeavours to procure that each notice is acknowledged by such debtor or other person specified by the Security Trustee

**6 3 Intellectual Property Rights**

Each Chargor shall, if requested by the Security Trustee, execute all such documents and do all such acts as the Security Trustee may reasonably require to record the interests of the Security Trustee in any registers relating to registered Intellectual Property Rights

**6 4 Managing Agent Agreement**

Each Chargor shall procure that any Managing Agent Agreement (or any amendment thereto) is promptly delivered to the Security Trustee within 5 Business Days of the date of such Managing Agent Agreement (or any amendment thereto)

**6 5 Subordinated Debt Document**

Each Chargor shall procure that any Subordinated Debt Document (or any amendment thereto) is promptly delivered to the Security Trustee within 5 Business Days of the date of such Subordinated Debt Document (or any amendment thereto).

**6 6 LLP Agreements**

No Chargor shall agree to or permit any amendment to be made to any LLP Agreement save in respect of any amendment which is not material or would not adversely affect the security under this Debenture

**6 7 LP Agreement**

No Chargor shall agree to or permit any amendment to be made to the LP Agreement save in respect of any amendment which is not material or would not adversely affect the security under this Debenture

**7. REAL PROPERTY UNDERTAKINGS**

**7 1 Statutory Power of Leasing**

In relation to Real Property, each Chargor agrees that, unless it has the prior written consent of the Security Trustee (or the same is otherwise expressly permitted in accordance with the Credit Agreement), it shall not exercise the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors and further agrees that the Security Trustee may grant or accept surrenders of leases without restriction

**7 2 Registration and Notifications**

Each Chargor shall

7 2 1 without prejudice to clause 19.5 (*Disposals*) or clause 21 4 (*Occupational Leases and Headleases*) of the Credit Agreement, promptly notify the Security Trustee of any contract, conveyance, transfer or other disposition for the acquisition by any Chargor of the legal or beneficial interest in any Real Property, and

7.2 2 make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Debenture and any other Real Property from time to time including a registered title) of the following restriction

"No disposition of the registered estate by the proprietor of the registered estate, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Rothesay Life Limited referred to in the charges register "

**8 UNDERTAKINGS AS TO INVESTMENTS, SHARES AND MEMBERSHIP INTERESTS**

**8.1 Deposit of Title Documents**

Each Chargor shall deposit with the Security Trustee or its nominee, for the duration of the Security Period.

8.1.1 (to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Security Trustee) all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Investments, Membership Interests and the Shares,

8.1.2

(A) in respect of the Shares, stock transfer forms, and

(B) in respect of the LLP Membership Interests, deeds of retirement, deeds of membership interest transfer and deeds of adherence

or other instruments of transfer duly completed to the Security Trustee's satisfaction,

8.1.3 unanimous resolution of the members of each LLP approving the admission of any person as a new member of the LLP who accedes as a result of the enforcement of the Security granted under this Debenture, and

8.1.4 such other documents as the Security Trustee may require from time to time for the purpose of perfecting its title to the Investments, Membership Interests or the Shares or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time

**8.2 Registration of transfers**

If required by the Security Trustee following the occurrence of an Event of Default which is continuing, each Chargor shall procure that all Investments, Membership Interests and Shares which are in registered form are duly registered in the name of the Security Trustee or its nominee once a transfer relating to those Investments, Membership Interests and the Shares is presented for that purpose

**8.3 Clearance Systems etc**

Each Chargor shall, when requested by the Security Trustee following the occurrence of an Event of Default which is continuing, instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person for the account of that Chargor or its nominee to the account of the Security Trustee or its nominee with such clearance system (or as otherwise required by the Security Trustee)

**8.4 Calls**

Each Chargor

8.4.1 shall not, without the consent in writing of the Security Trustee, acquire any Investments, Membership Interests or Shares unless they are fully paid, and such acquisition is in accordance with and permitted by the terms of the Credit Agreement,

8.4.2 shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments, Membership Interests or Shares and, for the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from any Chargor in respect of any Investments, Membership Interests or Shares

**8 5 Dividends**

The Security Trustee (or its nominee) shall hold all dividends or other monies received by it in respect of the Investments, Membership Interests and the Shares for the account of the relevant Chargor entitled to them and, prior to the occurrence of a Default which is continuing, shall pay the same to the General Account

**8 6 Voting Rights and Other Matters**

8 6.1 Prior to the occurrence of an Event of Default which is continuing and save as otherwise provided in this Clause 8.6, each Chargor shall be entitled to exercise (or direct the Security Trustee to exercise on its behalf) all voting rights in respect of the Investments, Membership Interests and the Shares provided that no Chargor shall exercise (or direct the exercise of) any voting rights in any manner which, in the reasonable opinion of the Security Trustee, may prejudice the value of, or the ability of the Security Trustee to realise, the security over the Investments, Membership Interests and the Shares created pursuant to this Debenture

8 6.2 No Chargor shall permit or agree to any variation of the rights attaching to or conferred by any of the Investments, Membership Interests or the Shares without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld where the variation of the rights attaching to or conferred by any of the Investments, Membership Interests or the Shares would not prejudice the value of, or the ability of the Security Trustee to realise, the security over the Investments, Membership Interests and the Shares created pursuant to this Debenture).

8 6.3 No Chargor shall, without the prior written consent of the Security Trustee participate in any rights issue, elect to receive or vote in favour of receiving any dividends other than in the form of cash or participate in any vote concerning a members voluntary winding-up or a compromise or arrangement pursuant to sections 895 – 901 of the Companies Act 2006

8.6.4 At any time on or after the occurrence of an Event of Default which is continuing, the Security Trustee may in such manner and on such terms as it sees fit (in the name of the relevant Chargor or otherwise and without the need for further consent from any Chargor)

- (A) exercise (or refrain from exercising) any voting rights in respect of the Investments, Membership Interests and the Shares, and/or
- (B) apply all dividends and other monies arising from the Investments, Membership Interests and the Shares in accordance with Clause 18 (*Application of Monies Received Under this Debenture*), and/or
- (C) without prejudice to any other provision of this Debenture, transfer the Investments, Membership Interests and the Shares into the name of a nominee or transferee of the Security Trustee as the Security Trustee may require, and/or
- (D) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Investments, Membership Interests and the Shares

**8 7 Liability of Security Trustee**

Save in cases of fraud, no Secured Party nor any nominee will have any liability for

- 8 7 1 failing to present any coupon or other document relating to any Investments, Membership Interests or the Shares,
- 8 7 2 failing to accept any offer relating to any Investments, Membership Interests or the Shares,
- 8 7 3 failing to attend or vote at any meetings related to any Investments, Membership Interests or the Shares,
- 8 7 4 failing to notify a Chargor of any matters referred to in this Clause 8 7 or of any communication received in relation to any Investments, Membership Interests or the Shares, or
- 8 7 5 any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Investments, Membership Interests or the Shares or which may be exercised by the Security Trustee or any nominee of the Security Trustee under this Debenture (whether or not on sale or other realisation of the Investments, Membership Interests or Shares a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise),  
unless, in the case of Clauses 8 7 3 and 8 7 5, the Security Trustee has wilfully failed to comply with a Chargor's instructions in accordance with Clause 8 6 1 or has been grossly negligent in its compliance with such instructions

#### 8 8 Nominees

Each Chargor represents and warrants that it has not and undertakes to the Security Trustee that it shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments, Membership Interests or the Shares

### 9 UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS

#### 9 1 Value of Debts

Each Chargor undertakes to provide to the Security Trustee promptly upon its request (and in a form acceptable to the Security Trustee acting reasonably) a certificate showing the aggregate value of the Debts due to that Chargor from any source

#### 9 2 Realisation of Debts

During the Security Period, each Chargor undertakes with reference to the Debts

- 9 2 1 to collect the Debts in the ordinary course of its business as carried on by the Obligor immediately prior to entering into this Deed and (prior to the payment into the account specified in Clause 9 2 3) to hold the proceeds of those Debts on trust for the Security Trustee,
- 9 2 2 not, without the prior consent in writing of the Security Trustee, to sell, factor, discount, charge, assign, declare a trust over or otherwise dispose of or release, exchange, compound, set off or grant time or indulgence or otherwise deal with all or any of the Debts in favour of any other person or purport to do so,
- 9 2 3 to pay into the Reserve Account in accordance with the terms of the Credit Agreement or otherwise as the Security Trustee may direct all monies which that Chargor may receive in respect of the Debts,
- 9 2 4 save to the extent that the Security Trustee otherwise agrees in writing or as permitted by the Credit Agreement not to withdraw any amounts (whether in the nature of principal or interest) standing to the credit of the account referred to in Clause 9 2 3

**9 3 Debts: Withdrawal from Accounts**

No Chargor shall, except with the prior written consent of the Security Trustee, withdraw or otherwise transfer the proceeds of realisation of any Debts standing to the credit of any Account (other than, subject to Clause 10 2 (*General Account Position before Default*) and 10 3 (*General Account Position after Default*), the General Account)

**10. UNDERTAKINGS AS TO ACCOUNT PROCEEDS****10.1 Reserve Account**

Except as expressly permitted by Clause 20.3 (*The Reserve Account*) or Clause 3 3 (*Hold Back Amounts*) of the Credit Agreement, no Chargor shall be entitled to be paid, withdraw or otherwise transfer any credit amount referred to in the definition of "Account Proceeds" from the Reserve Account

**10 2 General Account: Position before Default**

Before the occurrence of a Default which is continuing, each Chargor shall (subject to any restrictions in the Credit Agreement preventing the withdrawal of the same) be entitled to withdraw any credit amount referred to in the definition of Account Proceeds from the General Account

**10 3 General Account: Position after Default**

At any time after the occurrence of a Default which is continuing, the Agent or the Security Trustee may give notice to the Borrower that no amount may be withdrawn from the General Account without the prior consent of the Agent or the Security Trustee. If the Agent or the Security Trustee gives such notice the Agent or the Security Trustee shall thereafter, to the exclusion of the Borrower (unless the Agent or Security Trustee otherwise consents), be entitled (and is irrevocably authorised by the Borrower) to withdraw amounts from the General Account and to operate the General Account in or towards any of the purposes for which moneys in any Account may be applied

**10 4 Tax Account**

Except as expressly permitted by Clause 20 5 (*The Tax Account*) of the Credit Agreement, no Chargor shall be entitled to be paid, withdraw or otherwise transfer any credit amount referred to in the definition of Account Proceeds from the Tax Account

**11. UNDERTAKINGS AS TO INTELLECTUAL PROPERTY RIGHTS**

Each Chargor shall

- 11.1 take all necessary action to safeguard and maintain its rights, present and future, in or relating to any Intellectual Property Rights necessary for its business (including the payment of all renewal fees and all steps which are necessary or desirable to maintain any applicable registrations with any appropriate registry or other government authority or body),
- 11 2 keep the Security Trustee fully informed as to the registration or requirement to renew the registration of any Intellectual Property Rights necessary for its business,
- 11 3 not use or refrain from using any Intellectual Property Rights necessary for its business in a way which may adversely affect the value of those Intellectual Property Rights,
- 11 4 notify the Security Trustee promptly of any infringement or suspected infringement or any challenge to the validity of any Intellectual Property Rights necessary for its business and take all steps necessary to prevent or bring an end to any such infringement and to defend any such challenge

**12. RIGHTS OF THE SECURITY TRUSTEE****12 1 Enforcement**

At any time on or after the occurrence of an Event of Default which is continuing, the security created pursuant to this Debenture shall be immediately enforceable and the Security Trustee may in its absolute discretion and without notice to any Chargor or the prior authorisation of any court

12 1 1 enforce all or any part of the security created by this Debenture and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit, and

12 1 2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions

(A) conferred from time to time on mortgagees by the LPA (as varied or extended by this Debenture) or by law, and

(B) granted to a Receiver by this Debenture or from time to time by law

**12 2 Restrictions on Consolidation of Mortgages**

Section 93 of the LPA shall not apply to this Debenture or to any sale made under it. The Security Trustee shall have the right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time. Such power may be exercised by the Security Trustee at any time on or after the occurrence of an Event of Default which is continuing. Each Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CC for registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Debenture and any other Real Property from time to time including a registered title) of the right to consolidate.

**12 3 Restrictions on Exercise of Power of Sale**

Section 103 of the LPA shall not apply to this Debenture and the power of sale arising under the LPA shall arise on the date of this Debenture (and the Secured Liabilities shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Debenture and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Security Trustee at any time on or after the occurrence of an Event of Default which is continuing.

**12 4 Leasing Powers**

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Security Trustee or any Receiver under this Debenture. The statutory powers of leasing may be exercised by the Security Trustee upon and following the occurrence of an Event of Default and the Security Trustee and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

**12 5 No Prior Notice Needed**

The powers of the Security Trustee set out in Clauses 12 2 (*Restrictions on Consolidation of Mortgages*) to 12 4 (*Leasing Powers*) may be exercised by the Security Trustee without prior notice to any Chargor.

**12.6 Right of Appropriation**

12.6.1 Without prejudice to the other provisions of this Debenture, to the extent that any of the Charged Assets constitute "financial collateral", and this Debenture and the obligations of the Chargors hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226) (the "Regulations"), the Security Trustee shall at any time on and after the occurrence of an Event of Default which is continuing have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Security Trustee by reference to such method or source of valuation as the Security Trustee may reasonably select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause, or selected by the Security Trustee in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

12.6.2 The Security Trustee shall notify the Chargors as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

**13. EXONERATION****13.1 Exoneration**

No Secured Party shall, nor shall any Receiver, by reason of it or the Receiver entering into possession of the Charged Assets, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable, but every Receiver duly appointed by the Security Trustee under this Debenture shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Debenture when the provisions of this Debenture shall prevail and every such Receiver and the Security Trustee shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

**13.2 Indemnity**

Except in the case of gross negligence or wilful misconduct on the part of such person, the Security Trustee and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Security Trustee and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Debenture.

**14. APPOINTMENT OF RECEIVER OR ADMINISTRATOR****14.1 Appointment**

14.1.1 At any time on or after the occurrence of an Event of Default which is continuing, or at the request of the relevant Chargor or its directors, the Security Trustee

may, without prior notice to the relevant Chargor, in writing (under seal, by deed or otherwise under hand) appoint.

- (A) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead, or
- (B) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986

14 1 2 Nothing in Clause 14 1 1 shall restrict the exercise by the Security Trustee of any one or more of the rights of the Security Trustee under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law

**14 2 More than one Receiver**

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Security Trustee may specify to the contrary in the appointment

**14 3 Receiver as agent**

A Receiver shall be the agent of each Chargor which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of any Secured Party

**14 4 Receiver's Remuneration**

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Security Trustee from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument)

**14 5 Actions of the Administrator**

Save as provided for in statute or as otherwise agreed in writing by that Secured Party, no Secured Party shall have any liability for the acts or omissions of an Administrator

**15 RECEIVER'S POWERS**

**15 1 Powers**

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Debenture)

- 15.1 1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- 15.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA,
- 15 1 3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any Chargor itself could do or omit to do,
- 15 1 4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Debenture or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit, and the execution of documents in the name of any Chargor (whether under hand, or by way of deed or by utilisation of the company seal of any Chargor)

**15 2 Powers may be Restricted**

The powers granted to a Receiver pursuant to this Debenture may be restricted by the instrument (signed by the Security Trustee) appointing him but they shall not be restricted by any winding-up or dissolution of any Chargor

**16. PROTECTION OF PURCHASERS****16 1 Absence of Enquiry**

No person or persons dealing with the Security Trustee or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Debenture are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Debenture. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Security Trustee or any such Receiver

**16 2 Receipt: Conclusive Discharge**

The receipt of the Security Trustee or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets

**17 POWER OF ATTORNEY AND DELEGATION****17 1 Power of Attorney: General**

Each Chargor hereby irrevocably and by way of security appoints the Security Trustee and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed

17 1 1 to execute and deliver any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Assets or for vesting the same in the Security Trustee, its nominee or any purchaser,

17 1 2 to sign, execute, seal and deliver and otherwise perfect any further security document which any Chargor is required to enter into pursuant to this Debenture,

17.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or any Receiver under this Debenture or which any Chargor is required to do pursuant to this Debenture or which may be deemed expedient by the Security Trustee or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Trustee or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Debenture

**17 2 Power of Attorney: Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 17 (*Power of Attorney and Delegation*) does or purports to do in exercise of the powers granted by this Clause

**17 3 General Delegation**

The Security Trustee and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Debenture (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation

**18 APPLICATION OF MONIES RECEIVED UNDER THIS DEBENTURE**

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Debenture and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A of the Insolvency Act 1986, be applied for the following purposes and in the following order of priority

- 18.1 1 in satisfaction of all costs, charges and expenses and payments (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Security Trustee or the Receiver and of remuneration to the Receiver in such order as the Security Trustee shall in its absolute discretion decide,
- 18.1.2 in or towards satisfaction of the Secured Liabilities in accordance with the Credit Agreement, and
- 18.1 3 the surplus, if any, shall be paid to the relevant Chargor or other person or persons entitled to it,

save that the Security Trustee may credit any monies received under this Debenture to a suspense account for so long and in such manner as the Security Trustee may from time to time determine and the Receiver may retain the same for such period as he and the Security Trustee consider appropriate

**19 RELEASE OF SECURITY****19.1 Release**

- 19.1 1 In the event of a Disposal of a freehold Property which the Agent confirms to the Security Trustee is expressly permitted by Clause 19.5.2 (B) and (E) to (I) (*Disposals*) of the Credit Agreement, the Security Trustee shall, at the request and cost of the relevant Chargor, execute (or procure the execution by its nominee) (in each case in a form acceptable to the Security Trustee) and do all such deeds, acts and things as are necessary to release and/or reassign such Property from the security created by or in accordance with this Debenture (in each case without recourse to or any representation or warranty by the Security Trustee or any of its nominees)
- 19.1 2 The Security Trustee shall, at the request and cost of each Chargor, execute (or procure the execution by its nominee) (in each case in a form acceptable to the Security Trustee) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Debenture (in each case without recourse to or any representation or warranty by the Security Trustee or any of its nominees) at the end of the Security Period

**19.2 Avoidance of Payments**

- 19.2.1 No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Security Trustee considers (acting reasonably) that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws
- 19.2 2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the Chargors shall be deemed not to have occurred and the Security Trustee shall be entitled to enforce this Debenture subsequently as if such

release, discharge or settlement had not occurred and any such payment had not been made

## 20 AMOUNTS PAYABLE

All monies received or held by a Secured Party or a Receiver under this Debenture in a currency other than the currency in which the Secured Liabilities are denominated may from time to time be sold for such one or more of the currencies in which the Secured Liabilities are denominated. Each Chargor shall indemnify each Secured Party against the full cost (including all costs, charges and expenses) incurred in relation to such sale. No Secured Party nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such sale.

## 21 POWER OF SEVERANCE

In the exercise of the powers conferred by this Debenture, the Security Trustee or any Receiver may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Security Trustee or any Receiver may apportion any rent or other amount without the consent of the Chargors.

## 22 NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of such notice being the "Notice Date") it may, without prejudice to its rights under this Debenture, open a fresh account or accounts with each Chargor and continue any existing account in the name of any Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of any Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

## 23 ADDITIONAL CHARGORS

### 23.1 Delivery of a Security Accession Deed

23.1.1 The Borrower may request that any person which is (or will upon accession as a Chargor become) a wholly owned Subsidiary which is incorporated in England and Wales become a Chargor (a "New Chargor").

23.1.2 The New Chargor shall become a Chargor if the Borrower delivers to the Security Trustee a duly completed and executed Security Accession Deed.

## 24 MISCELLANEOUS

### 24.1 Notice of Security

### 24.2 The execution of this Debenture by the parties hereto shall constitute:

24.2.1 notice to, and acknowledgment of each LLP of the assignment (by way of security) by each member of each LLP of its LLP Membership Interests, and

24.2.2 notice to, and acknowledgment of the LP Obligor of the assignment (by way of security) by the General Partner and IMCo of its rights to and title and interest from time to time in the LP Agreement.

### 24.3 in favour of the Security Trustee.

### 24.4 The Chargors

This Debenture is binding on the successors and assigns of each Chargor.

**24.5 Assignment and Transfer**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture. The Security Trustee may assign and transfer all or any part of its rights and obligations under this Debenture to a replacement security trustee appointed pursuant to the terms of the Credit Agreement. Such replacement security trustee will, from the date of such assignment or transfer, be the agent of and the trustee of each other Secured Party under this Debenture instead of the previous security trustee.

**24.6 Property**

This Debenture is and will remain the property of the Security Trustee.

**24.7 Continuing Security**

This Debenture shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

**24.8 Additional Security**

This Debenture shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Debenture be in any way impaired or discharged by this Debenture nor shall this Debenture in any way impair or discharge such other security or guarantee.

**24.9 Variation of Security**

This Debenture shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 24.8 (*Additional Security*) or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

**24.10 Enforcement of Other Security**

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Debenture.

**24.11 Redemption of Prior Incumbrances**

The Security Trustee may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Chargors. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargors to the Security Trustee and until such payment shall form part of the Secured Liabilities.

**24.12 Costs and Expenses**

Without prejudice to Clause 14 (*Costs and expenses*) of the Credit Agreement, each Chargor shall within three Business Days of demand reimburse each Secured Party, Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by that Secured Party, Receiver or Delegate in connection with the exercise, enforcement and/or the preservation of any rights under this Debenture and any proceedings instituted by or against the Security Trustee as a consequence of taking or holding the Security created or contemplated by this Debenture or enforcing these rights, in each case with any applicable VAT.

**24.13 Stamp Taxes**

Each Chargor shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Debenture or in

connection with any appropriation of Shares or Investments by any Secured Party under this Debenture

**24 14 Obligations Joint and Several**

The obligations of the Chargors under this Debenture are joint and several

**24 15 Further Advances**

24.15 1 Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advances)

24 15 2 Each Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified opposite its name in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Debenture and any other Real Property from time to time including a registered title) of the obligation to make further advances.

**25 COUNTERPARTS**

This Debenture may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Debenture

**26 LAW**

This Debenture and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law

**IN WITNESS** whereof this Debenture has been duly executed and delivered as a deed on the date first above written.

## Schedule 1

## CHARGORS

Name	Company Number
SF FUNDING LIMITED	9092048
SF GROUND RENTS LIMITED	9092725
E&J GROUND RENTS NO 10 LIMITED	07971689
RMB 102 LIMITED	07511484
AEL T101 LIMITED	02842265
SF MEMBER NO 1 LIMITED	9093897
SF MEMBER NO 2 LIMITED	9094165
E&J 1001 LIMITED	08267298
ALDINGBOURNE ESTATES LLP	OC344636
E&J GROUND RENTS NO4 LLP	OC369486
E&J GROUND RENTS LLP	OC344667
E&J GROUND RENTS NO5 LLP	OC377976
E&J GROUND RENTS NO2 LLP	OC350959
E&J GROUND RENTS NO6 LLP	OC383340
E&J GROUND RENTS NO3 LLP	OC360128
ALD 101 LIMITED	07458357
E&J 4US LIMITED	04913093
E&J GROUND RENT NO 1 LIMITED	05747106
E&J5 US LIMITED	04909351
E&J GR NO5 LIMITED	05777259
E&J GR2 LIMITED	05747865
E&J GR PROPERTIES NO 2 LIMITED	01514561
E&J 603 LIMITED	08744507
E&J 3US LIMITED	04910714
JESSICA VENTURES LIMITED	122570C
HOTBED GENERAL PARTNER (GROUND RENTS 2010) LIMITED	07313540

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ASHCORN ASSOCIATES LIMITED	05655858
E&J GROUND RENTS NO 9 LIMITED	09088427
E&J GROUND RENTS NO11 LLP	OC394818
HOTBED GROUND RENTS 2010 LIMITED PARTNERSHIP	LP014031
E&J GROUND RENTS NO8 LLP	OC386072
HB 201 LIMITED	07458331
HB GR 2010B LIMITED	05777725
HOTBED GR 2010A LIMITED	06236593
HOTBED GENERAL PARTNER (GROUND RENTS 2010) NOMINEE LIMITED	07314494
E&J 803 LIMITED	08757522

**Schedule 2  
REAL PROPERTY**

**Freehold Properties**

(Note: on the date hereof the registration of the transfers at the Land Registry relating to properties transferring to Ashcorn Associates Limited have not completed)

	<b>Property description</b>	<b>Freehold title number</b>	<b>Proprietor</b>
1	9, 11, 15 to 33 (odd) Burlywood Close and 34 to 56 (even) Mistyrose Close, Coventry	WM957141	E&J Ground Rent No 1 Limited (Co No 05747106)
2	2 to 52 (even) Anstey Close, (Farnham) (GU99FH)	SY783603	BELLWAY III LIMITED (Co No 05747106)  NB Companies House Search reveals Bellway III Limited change of name on 16 06 09 to E&J Ground Rent No 1 Limited
3	Two parcels of land on the South side of Argent Street, Grays	EX841757	E&J Ground Rent No 1 Limited (Co No 05747106)
4	Four parcels of land at Broadlands Avenue, Pudsey	WYK910448	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
5	land at Chasewater Crescent, Staverton Grove, Butterley Gate and Swanwick Lane, Broughton	BM311495	E&J GROUND RENT NO 1 LIMITED (Co Regn No 05747106)
6	Butts Green, Warrington	CH589922	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
7	1 to 12 and 14 to 97 Cameronian Square, Worsdell Drive, Gateshead (NE8 2DB)	TY484118	E&J Ground Rent No 1 Limited (Co Regn. No 05747106)
8	Land and buildings on the north west side of North Baileygate, Pontefract	WYK356615	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
9	Block 6, Ochre Yards, Gateshead	TY459614	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
10	16 to 24 (inclusive) Elder Crescent, Lindford (GU35 0RF) and parking spaces	SH29858	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
11	Tadros Court and Ercolani Avenue, High Wycombe (HP13 7FZ)	BM348029	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
12	Flats 28 to 111 Fiscard Court, Admirals Way, Gravesend (DA12 2AW)	K959649	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
13	1 to 24 (inclusive) Nutfield Court, 26 Goodworth Road, Redhill	SY783604	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
14	Grangefield Court, Doncaster	SYK571283	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
15	8 to 10 Netley Court, River Road, 1 to 12 Wight Court, Surrey Street and 17 to 33 Fairlight Court, Pier Road, Littlehampton and parking spaces	WSX330717	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
16	4 to 10 (even) and 28 to 32 (even) Riverside and 29 to 51, 60 to 62 and 70 Harwood Close, Pulborough	WSX330718	E&J Ground Rent No 1 Limited (Co Regn No 05747106)

	Property description	Freehold title number	Proprietor
17	27 Sockburn Close, Hamilton (LE5 1NR)	LT424378	E&J Ground Rent No 1 Limited (Co No 05747106)
18	5 to 7 Frankel Avenue, 2 Millgrove Street and 1 Arnold Street, Swindon	WT283398	E&J Ground Rent No 1 Limited (Co No 05747106)
19	Land on the South side of St Mellons Road, Cardiff	WA937450	E&J Ground Rent No 1 Limited (Co No 05747106)
20	455 London Road, Isleworth	AGL206222	E&J Ground Rent No 1 Limited (Co No 05747106)
21	1 to 19 (odd) and 67 to 119 (odd) Leyburn Road, Birmingham	WM957143	E&J Ground Rent No 1 Limited (Co No 05747106)
22	Gloucester Place and Sherbourne Place, Linden Fields, Tunbridge Wells	K831024	E&J Ground Rent No 1 Limited (Co No 05747106)
23	4, 5, 7 and 18 to 48 (inclusive) Marshall Court, Taunton and parking spaces.	ST280543	E&J Ground Rent No 1 Limited (Co No 05747106)
24	Land and buildings on the south side of Maypole Lane, Birmingham	WM360024	E&J Ground Rent No 1 Limited (Co No 05747106)
25	2 Mill Fold, Addingham, Bradford LS29 0SY	WYK910450	E&J Ground Rent No 1 Limited Co Regn No 05747106)
26	55 and 57 St Francis Drive and 8 and 10 Norton Close, Kings Norton, Birmingham	WM957144	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
27	2 to 11 (inclusive), 14, 15, 18, 19, 20, 26, 27, 28, 31, 33 and 37 Mystery Close, Liverpool L15 0AB	MS567723	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
28	Land on the north side of Parsons Hill, Kings Norton, Birmingham	WM888008	E&J Ground Rent No 1 Limited (Co. Regn No 05747106)
29	1 to 37 (odd) Prospect Court and 2 to 24 (even) Prospect Mews, Morley	WYK910451	Bellway III Limited (Co Regn No 05747106)  (Companies House Search reveals Bellway III limited change of name on 16 06 09 to E&J Ground Rent No 1 Limited)
30	1 to 10 (inclusive) Santiago Court, Jamaica Circle, Coedkernew NP10 8AP	CYM465357	E&J Ground Rent No 1 Limited (Co Regn No.05747106)
31	21 to 31 (odd), 45 to 59 (odd), and 73 to 83 (odd), Summerleaze Park, Shepton Mallet, BA4 5FE	WS52809	E&J Ground Rent No 1 Limited (Co Regn No.05747106)
32	241 to 277 (odd) Tatham Road, Llanishen (CF14 5FF)	CYM465354	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
33	11, 12, 15 to 18, 20, 23 to 26, 29, 30, 36, 37 and 39 Highclere Drive, 1 to 5, 7 to 9, 66, 67, 73 and 76 Bowood Close, 1 to 11 (odd) 8, 12 to 18 (even), 21 and 22 Kedleston Close, 3, 5, 7, 10, 14 15, 17 to 19 and 21 Dryham Close, 6 and 8 to 12 Mandleston Close, 3, 5, 7 and 8 Burleigh Close, Sunderland	TY484119	E&J Ground Rent No 1 Limited (Co Regn No 05747106)

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	Property description	Freehold title number	Proprietor
34	land on the West side of Walker Road, Walsall	WM957142	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
35	97 Horsham Road, Swindon (SN3 2FN)	WT283399	E&J Ground Rent No 1 Limited (Co Regn No 05747106)
36	Land at Mill View Lane, Horwich, Bolton	MAN145110	E & J GROUND RENTS LLP (LLP Regn No OC344667)
37	Flats 1 to 7 (inclusive) Norms House, and Flats 1 to 32 (inclusive) Worsdell House, Blount Close, Crewe (CW1 3EJ), adjoining land and parking spaces	CH590182	E & J GROUND RENTS LLP (LLP Regn No OC344667)
38	10, 12 to 25 (inclusive), 27 to 49 (odd) Fusiliers Close, Buckshaw Village, Chorley	LAN91267	E & J GROUND RENTS LLP (LLP Regn No OC344667)
39	10-92 (even), Cooper Street, Hazel Grove, Stockport and car parking spaces (SK7 4LA)	MAN145078	E & J GROUND RENTS LLP (LLP Regn No OC344667)
40	Land on the east and west side of Kings Lynn Drive, Liverpool	MS565641	E & J GROUND RENTS LLP (Co No OC344667)
41	Land on the east side of Fields New Road, Chadderton, Oldham	MAN145497	E & J GROUND RENTS LLP (LLP Regn No OC344667)
42	Folly Wood Drive, Chorley (PR7 2FW)	LAN91228	E & J GROUND RENTS LLP (LLP Regn No OC344667)
43	1-11 (odd), Hesketh Way, Bromborough, Wirral (CH62 2EL)	MS565619	E & J GROUND RENTS LLP (LLP Regn No OC344667)
44	Plots 10-16 (inclusive), 18 to 24 (inclusive) and 25 to 28 (inclusive), Ty Newydd, Wrexham	CYM455721	E & J GROUND RENTS LLP (LLP Regn No OC344667)
45	139 Marfleet Lane, Kingston upon Hull (HU9 5RN) and 148 Marfleet Avenue, Kingston upon Hull (HU9 5SA)	HS358150	E & J GROUND RENTS LLP (LLP Regn No OC344667)
46	Marlon House, Langdale Court, Bridlington (YO16 6RZ)	YEA59732	E & J GROUND RENTS LLP (LLP Regn No OC344667)
47	27 AND 31-37 (ODD) AND 2-32 (even) Millers Croft, Castleford (WF10 5L)	WYK914204	E & J GROUND RENTS LLP (LLP Regn No OC344667)
48	11-15 (odd) 19 and 21, 25-29 (odd) Blackpits Road, 1-11 (inclusive), 13 and 15 Naden View, Apartments 1-12 (inclusive), 2 Paperhouse Close, Rochdale	MAN150048	E & J GROUND RENTS LLP (LLP Regn No OC344667)
49	The Pinnacle, 57 St Peters Road, Bournemouth (BH1 2LH)	DT51129	E & J GROUND RENTS LLP (LLP Regn No OC344667)
50	Land on the west side of Priory Road, Kingston upon Hull	HS331341	E & J GROUND RENTS LLP (LLP Regn No OC344667)
51	51 To 171 (odd) And 46 To 92 (even), Jenkinson Grove, Armthorpe	SYK573775	E & J GROUND RENTS LLP (LLP Regn No OC344667)
52	Land on the south side of Riverbrook Road, West Timperley, Altrincham	MAN145836	E & J GROUND RENTS LLP (LLP Regn No OC344667)
53	1 and 3 Hoylake Close, 1-9 (odd), 15-18, 20-23, 25, 28-30, 33, 37, 39, 110-116 (even), 130, 148, 154-160 (even), and 166 Sunningdale Way, 78-90 (even) and 94 The Avenue, 1-11 (odd), 14-17, 19-21, 23 and 25 Wentworth Close, Gainsborough	LL315556	E & J GROUND RENTS LLP (LLP Regn No OC344667)

	Property description	Freehold title number	Proprietor
54	12-22 (even), 36-46 (even) and 43-53 (odd) The Pottenes, New Rossington, Doncaster, DN11 0NE	SYK574464	E & J GROUND RENTS LLP (LLP Regn No OC344667)
55	1,2,3 and 5 West End Terrace, West End Lane, New Rossington (DN11 0ND) and 3,4,5,7,9,11,15 and 19 The Pottenes, New Rossington, Doncaster (DN11 0NE)	SYK578921	E & J Ground Rents LLP (LLP Regn No OC344667)
56	Land at Goodwin Gardens, Lower Leys, Evesham	WR134267	E & J GROUND RENTS LLP (LLP Regn No OC344667)
57	Grove House, Cornwallis Grove, Bnslol (BS8 4DE)	BL122782	E & J Ground Rents LLP (Co Regn No OC344667)
58	3-37 (odd) Lily Court, Lily Drive, 35-69 (odd) Chillington Way, Stoke-on-Trent (ST6 5GJ)	SF562685	E & J Ground Rents LLP (Co Regn No OC344667)
59	Land on the south side of Swale Road, Brough	YEA59723	E & J Ground Rents LLP (OC344667) of 65 New Cavendish Street, London W1G 7LS
60	Flats 1 to 3 (inclusive) Hatters Lodge, 1 Ingrebourne Avenue, Flats 1 to 9 (inclusive) Albelia Court, 13 Ingrebourne Avenue, Flats 1 to 9 (inclusive) Brooks Court, 14 Ingrebourne Avenue and Flats 1 to 9 (inclusive) Thyme Court, 109 Whitchurch Road, Romford and parking spaces	EGL568674	E&J GR Properties No 2 Limited (Co Regn No 01514561)
61	Elms Road Nursery School, Elms Road, Botley (OX2 9JZ)	ON270527	E&J GR2 Limited (Co Regn No 05747665)
62	Land and buildings at Starling Grove, Birmingham (B36 0RQ)	WM970426	E&J GR2 Limited (Co Regn. No 05747665)
63	1-9 (inclusive) Kermantle and 45-54 (inclusive), The Ropenes, High Wycombe	BM351569	E&J GR Properties No 2 Limited (Co Regn No 01514561)
64	Plots 123-134, Nant-Y-Coed, Bndgend	CYM503964	E&J GR Properties No 2 Limited (Co Regn. No 01514561)
65	Plots 293-310 Castell Maen, Caerphilly	CYM503962	E&J GR Properties No 2 Limited (Co Regn No 01514561)
66	Land and buildings on the west side of Springfield Lane, Salford, Greater Manchester	LA122995	E&J GR2 LIMITED (Co Regn No 05747665)
67	12 Foxboro Road and Garages, 31 Goodworth Road and Garages, Garages 41 and 42 Powell Gardens, 10 and 21 Reynolds Avenue and Garages, Redhill	SY786515	E & J GR Properties No 2 Limited (Co Regn No 01514561)
68	Land at The Croft, Heworth Green, York	NYK376395	E&J GR Properties No 2 Limited (Co Regn No 01514561)
69	Land and buildings on the west side of Blakenhall Heath, Walsall	WM894059	E & J GR PROPERTIES NO 2 LIMITED (Co Regn No 01514561)
70	107, 107A and 121 to 155 (odd) Barley Lane, Ilford and land adjoining	EGL518190	E&J GR2 LIMITED (Co Regn No 05747665)

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	Property description	Freehold title number	Proprietor
71	5 to 19 (inclusive) Warren Close, 1 to 13 Allington Close (inclusive) and 23 Cowden Close, Farnham	SY786514	E & J GR Properties No 2 Limited (Co Regn No 01514561)
72	21-23 (inclusive) Centaurus Square and 1-6 (inclusive) Page Place and parking spaces, Frognore, St Albans, Hertfordshire	HD499093	E&J GR Properties No 2 Limited (Co Regn No 01514561)
73	95-111 Nero Way, North Hykeham, North Kesteven, Lincolnshire (LN6 8JP)	LL315639	E&J GR Properties No 2 Limited (Co Regn No 01514561)
74	Land on the east side of New Hall Road, Pentre Clawdd, Ruabon	CYM487400	E&J GR Properties No 2 Limited (Co Regn No 01514561)
75	1-18 (inclusive), Thorn Mead, Adeyfield Road, Hemel Hempstead and parking spaces (HP2 5GU)	HD499094	E&J GR Properties No 2 Limited (Co Regn No 01514561)
76	Wyndham Mews, Friar Street, Bndgwater (TA6 3LJ)	ST283418	E & J GR Properties No 2 Limited (Co Regn No 1514561)
77	1-16 (inclusive), 23-43 (inclusive), Ashby Grove, Loughborough and parking spaces (LE11 3AP)	LT428002	E&J GR Properties No 2 Limited (Co Regn No 01514561)
78	Land to the south side of Oxford Street, Long Eaton	DY312183	E&J GR Properties No 2 Limited (Co Regn No 01514561)
79	Land at Pennsylvania Road, Liverpool	MS573239	E&J GR Properties No 2 Limited (Co Regn No 01514561)
80	Land lying to the north west of Dalton Bank Warrington	CH593989	E&J GR Properties No 2 Limited (Co Regn No 01514561).
81	Land at The Ladle, Middlesbrough	CE206406	E&J GR Properties No 2 Limited (Co Regn. No 01514561)
82	Pallantine Court, Wolfe Close, Chichester (PO19 6BY)	WSX333767	E & J GR Properties No 2 Limited (Co. Regn No 1514561).
83	Land at Haydon Drive, Wallisend	TY487904	E&J GR Properties No 2 Limited (Co Regn No 01514561)
84	Woodleigh, Crestwood View, Eastleigh (SO50 4NF)	HP724896	E & J GR Properties No 2 Limited (Co Regn No 1514561)
85	Marks Lodge, Cottons Approach, Romford	EGL530756	E&J GR Properties No 2 Limited (Co Regn No 01514561)
86	Land on the north side of Ceylon Street, Newton Heath, Manchester	MAN163355	E&J GR2 Limited (Co Regn No 05747665)
87	Land on the West Side of Burtons Park Road, Birmingham (B36 0TW).	WM964035	E & J GR Properties No 2 Limited (Co Regn No 01514561)
88	Land on the north and south side of Keepers Gate, Birmingham (B37 7SW)	WM964034	E & J GR Properties No 2 Limited (Co Regn No 01514561)
89	Apartments 1-5 1 Mulholland Way, 3 Mulholland Way, Apartments 1-5 19 Mulholland Way, Highbridge and parking spaces	ST287004	E&J GR Properties No 2 Limited (Co Regn No 01514561).
90	Land lying to the south of Holmcroft Road, Levenshulme, Manchester	MAN158417	E&J GR Properties No 2 Limited (Co Regn No 01514561)

	Property description	Freehold title number	Proprietor
91	Tranquil House, Worsdell Drive, Gateshead (NE8 2EU)	TY487905	E&J GR Properties No 2 Limited (Co Regn No 01514561)
92	Flats 1 to 12 (inclusive) Hawthorn House and Flats 1 to 6 (inclusive) Maple House, Gooshays Gardens and Flats 1 to 3 (inclusive) Oaklands House, Oaklands Close, Romford and parking spaces	EGL568676	E & J GR Properties No 2 Limited (Co Regn No 01514561)
93	1 to 4 (inclusive) and 5 to 21 (odd) Back Lane, 1 to 67 (inclusive) and 68 to 94 (even) Creine Mill Lane North, 1 to 5 (inclusive) City Wall Lane, 1 to 33 (odd) Drying Shed Lane, 2 to 26 (even) Tannery Way North and 1 to 18 (inclusive) Old Watling Street, Canterbury	K965343	E&J GR Properties No 2 Limited (Co Regn No 01514561)
94	Devonshire Court, Derbyshire Road South, Sale (M33 3JN)	MAN167673	E & J Ground Rents No 2 LLP (LLP Regn No OC350959)  Note that on the title it lists the LLP Regn No incorrectly as '0350959'
95	Land and buildings at Broadlands Gardens, Pudsey	WYK917097	E&J GR Properties No 2 Limited (Co Regn No 01514561)
96	Foster House, Maxwell Road, Borehamwood (WD6 1FR)	HD440137	E&J GR2 LIMITED (Co Regn No 05747665)
97	Flats 1 to 12 (inclusive) and Flats 14 to 33 (inclusive), Compass Court, Waterside, Gravesend and parking spaces (DA11 9FA)	K965336	E&J GR PROPERTIES NO 2 LIMITED (Co Regn No 01514561)
98.	Catalpa Court and Kingswood Court, Hither Green Lane, London	TGL329787	E & J GR Properties No 2 Limited (Co Regn No 01514561)
99	Synergy Park, London Road, Devizes (SN10 2EA)	WT286082	E & J GR Properties No 2 Limited (Co Regn No 01514561)
100	Land lying to the south of Crompton Way, Bolton	MAN158423	E & J GR Properties No 2 Limited (Co Regn No 01514561)
101	1 to 67 (inclusive) Silk Mill Chase, Sowerby Bridge (HX6 4BY)	WYK927543	E & J GROUND RENTS NO 2 LLP (LLP Regn No OC350959)
102	Flats 1 to 32, 45 Norman Road, London (SE10 9QZ)	TGL297299	E&J GR Properties No 2 Limited (Co Regn No 01514561)
103	Flats 1 to 34 (inclusive), 25 Tarves Way, London (SE10 9JU)	TGL329755	E&J GR PROPERTIES NO 2 LIMITED (Co Regn No 01514561)
104	Flats 1 to 39, 47 Norman Road, London (SE10 9QB)	TGL300739	E&J GR Properties No 2 Limited (Co Regn No 01514561)
105	1 Tarves Way and 49 Norman Road, London	TGL308708	E&J GR Properties No.2 Limited (Co Regn No 01514561)
106	Flats 1 to 31, 5 Tarves Way, London (SE10 9JG)	TGL307739	E&J GR Properties No 2 Limited (Co Regn No 01514561)

	Property description	Freehold title number	Proprietor
107	11 Tarves Way, London (SE10 9JP)	TGL311753	E&J GR Properties No 2 Limited (Co Regn No 01514561)
108	Flats 1 to 38 (inclusive), 15 Tarves Way, London (SE10 9JP)	TGL315380	E&J GR Properties No 2 Limited (Co Regn No 01514561)
109	22 to 62 (even) Old Pearson Street, London (SE10 9LE)	TGL279508	E&J GR Properties No 2 Limited (Co Regn No 01514561)
110	Flats 1 to 34 (inclusive), 25 Tarves Way, London and Flats 1 to 17 (inclusive) Old Pearson Street, London	TGL315906	BELLWAY HOMES LIMITED (Co Regn No 00670176)
111	Land on the east and west sides of Sandwich Street, Walkden (M28 3DG)	GM373588	E & J Ground Rents No 2 LLP (LLP Regn No OC350959)
112	Land on the north side of Park Lane, Abram, Wigan	MAN167906	E & J Ground Rents No 2 LLP (LLP Regn No OC350959)
113	Land lying to the south of Cherwell Road, Westhoughton, Bolton	MAN167905	E & J Ground Rents No 2 LLP (LLP Regn No OC350959)
114	1-81 Venture Court, Canal Road, Gravesend, 1-15 Spencer Court, Romulus Road, Gravesend, 1-109 Aurora Court, Romulus Road, Gravesend	K965338	E&J GR Properties No 2 Limited (Co Regn No 01514561)
115	Broadlands, Turpins Plot, Okehampton (EX20 1FG)	DN598574	E&J GR Properties No 2 Limited (Co Regn No 01514561)
116	Land lying to the north west of Dalton Bank, Warrington	CH593991	E&J GR PROPERTIES NO 2 LIMITED (Co Regn No 01514561)
117	Land lying to the north of Welsh Row, Nantwich.	CH593986	E&J GR PROPERTIES NO 2 LIMITED (Co Regn No 01514561)
118	Land and buildings on the east side of Gresty Road, Crewe	CH467157	E&J GR2 Limited (Co Regn No 05747665)
119	4-18 (even), Alicia Close, Newport and car parking spaces (NP20 2FH)	CYM591802	E & J GROUND RENTS NO 2 LLP (LLP Regn No OC350959)
120	1-33 (odd) Blackberry Avenue, 20-32 (even) Pear Tree Close, 15-25 (odd) Willow House, 27-33 (odd) Bradford House, 35-41 (odd) Worcester House, 2-4 (even) Strawberry Lane, Lichfield	SF568271	E & J GROUND RENTS NO 2 LLP (LLP Regn No OC350959)
121	land at George Maher Court, Shudrick Lane, Ilminster	ST124586	E&J Ground Rents No2 LLP (LLP Regn No OC350959)
122	173 High Street, Saltney, Chester (CH4 8SJ)	WA545512	E&J GROUND RENTS NO2 LLP (Co Regn No OC350959)
123	849-859 (odd), Leek New Road, Stoke-On-Trent and parking spaces (ST2 7HQ)	SF568286	E & J GROUND RENTS NO 2 LLP (LLP Regn No OC350959)
124	30-40 (even) and 39-49 (odd) Dexter Avenue, Grantham, (NG31 7EL) and 49-85 (odd) Warrington Avenue, Grantham, (NG31 7NU)	LL321705	E & J GROUND RENTS NO 2 LLP (LLP Regn No OC350959)

## EXECUTION VERSION

	Property description	Freehold title number	Proprietor
125	Land at Bryan Budd Close, Rowley Regis (B65 9BB)	WM964040	E & J GR PROPERTIES NO 2 LIMITED (Co Regn No 01514561)
126.	Land at Smithfield Way, Ellesmere	SL205599	E&J GR PROPERTIES NO 2 LIMITED (Co Regn No 01514561)
127	2 and 22 Edelin Road, Bearsted, Maidstone (ME14 4RD)	K965337	E&J GR PROPERTIES NO 2 LIMITED (Co Regn No 01514561)
128	land on the West Side of Shenstone Road, Edgbaston, Birmingham B16 0PF	WM964038	E & J GR PROPERTIES NO 2 LIMITED (Co Regn No 01514561)
129	1-24, 118-135, 159-167 And, 380-401 Alexandra Gate, Newport	CYM580596	E & J GROUND RENTS NO 3 LLP (Co Regn No OC360128)
130	Wimbledon Mills, Wimbledon Street, Leicester	LT49549	E & J GROUND RENTS NO 3 LLP (LLP Regn No OC360128)
131	Land lying to the south and west of Dallas Road, Warrington, Cheshire	CH606819	E & J GROUND RENTS NO 3 LLP (LLP Regn No OC360128)
132	Ardwick House, 190-192 Sycamore Road, Farnborough GU14 6RH	HP661585	E&J Ground Rents No3 LLP (LLP Regn No. OC360128)
133	1-5 (inc), 7, 11 and, 23 Biddleston Cross, and 3, 7, 9 and, 10 Doughton Green, and 2, 4, 8, 9, 11 And, 20 Tickford Bank, Widnes (WA8 9AZ)	CH605542	E&J GROUND RENTS NO3 LLP (LLP Regn No OC360128) of 65 New Cavendish Street, London W1G 7LS
134	Units 1 to 4 (inclusive) and Flats 1 to 18 (inclusive) Ashton Court, Horse Chestnut Close, and 1 to 12 (inclusive) and 14 to 25 (inclusive) Kentmere House, Archdale Close, Chesterfield	DY461655	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
135	1 to 23 (inclusive), 28, 29, 32, 33, 36, 37, 58, 59, 60, 62, 63, 66 and 67 Beckford Court, Tyldesley (M29 8GF)	MAN190263	E&J GROUND RENTS NO3 LLP (LLP Regn No OC360128)
136	Land at Bracken Way, Harworth, Doncaster	NT470378	E&J GROUND RENTS NO3 LLP (LLP Regn No OC360128)
137	The Sudbury Arms, Sudbury Heights Avenue, Greenford (UB6 0LX)	NGL63735	E&J GROUND RENTS NO3 LLP (LLP Regn No OC360128)
138	Land at Broadacre Place, Fareham (PO14 1GZ)	HP700781	E&J GROUND RENTS NO3 LLP (LLP Regn No OC360128)
139	65 to 77 (odd) Longshaw Street, 1 to 117 (odd) Calgarth Avenue, 2 to 62 (even) Calgarth Avenue and 21 to 27 (odd) Charter Avenue, Warrington.	CH609941	E&J GROUND RENTS NO3 LLP (LLP Regn No OC360128)
140	Cedar Lodge, 72 Oakley Road, Southampton (SO16 4LE)	HP267957	E&J GROUND RENTS NO3 LLP (LLP Regn No OC360128)
141	Land on the east side of Kingsway, Oldbury	MM186	E&J GROUND RENTS NO3 LLP (LLP Regn No OC360128)

	<b>Property description</b>	<b>Freehold title number</b>	<b>Proprietor</b>
142	2-16 (evens) Pear Tree Close, 30-44 (evens) Florence House, Strawberry Lane, 18-28 (evens) Alpine House, Strawberry Lane and 27-37 (odds) Elvira House, Strawberry Lane, Lichfield and parking spaces	SF577580	E&J GROUND RENTS NO3 LLP (LLP Regn No OC360128)
143	Land at Deakins Business Park, Deakins Mill Way, Egerton, Bolton	MAN173205	E&J GROUND RENTS NO3 LLP (LLP Regn No OC360128)
144	1-4 (inclusive) and 6 Spurrier Square (PR7 3DP), 8 and 14-28 (even nos) Clydesdale Drive (PR7 3DN), 1-7 (inc), 9-12 (inc) and 20 Triumph Avenue, Chorley (PR7 3DW)	LAN119063	E & J GROUND RENTS NO 3 LLP (LLP Regn No OC360128)
145	Land on the south side of Popley Way, Basingstoke	HP739525	E&J GROUND RENTS NO 3 LLP (Co Regn No OC360128)
146	The Depot, Pondsides Lane, Bishops Waltham, Southampton (SO32 1BA)	HP647212	E&J GROUND RENTS NO 3 LLP (Co Regn No OC360128)
147	7, 9, 11 and 19 Forge Drive, Chesterfield (S40 2FH)	DY461654	E&J GROUND RENTS NO 3 LLP (Co Regn No OC360128)
148	Land on the north-west side of Macclesfield Road, Eaton, Congleton	CH459554	E&J GROUND RENTS NO 3 LLP (Co Regn No OC360128)
149	129 Weedington Road, London and Garages at 47 Alcroft Road, London (NW5 4PQ)	NGL882762	E&J GROUND RENTS NO 3 LLP (Co Regn No OC360128)
150	27-49 (odd) Goddard Court, Mapperley, Nottingham (NG3 5RP)	NT479556	E&J GROUND RENTS NO 3 LLP (Co Regn No OC360128)
151	Land at the County Cricket Ground, Northlands Road, Southampton	HP6802	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
152	Land at Osier Avenue, Hampton Centre, Peterborough	CB359657	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
153	106 and 108 Lions Lane, Ashley Heath (BH24 2HW)	DT244645	E & J Ground Rents No 3 LLP (LLP Regn No OC360128)
154	Land at Horseshoe Crescent, Birmingham	WM981233	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
155	Land at Ickworth Close, Daventry,	NN303323	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
156	Land at John Norman Grove, Lightwater (GU18 5AD)	SY117314	E & J Ground Rents No 3 LLP (Co Regn No OC360128)
157	Phase 2, Jupiter, Ryland Street, Birmingham	WM987789	E & J Ground Rents No 3 LLP (LLP Regn No OC360128)
158	1 and 2 Church Walk, Love Lane and 2 to 4 (inclusive) 6, 7, 11 to 16 (inclusive), 19 to 22 (inclusive) and 24 to 56 (inclusive) Marymount Close, Wallasey	MS591555	E&J Ground Rents No3 LLP (LLP Regn No OC360128)

	Property description	Freehold title number	Proprietor
159	27-37(odd), 43-53(odd) and 77-97(odd) Wildhay Brook, 1-11 (odd) Hamble Way, 1-11(odd) Humber Street and 168-178(even) Welland Road, Hilton, Derby (DE65 5NW)	DY463495	E & J Ground Rents No 3 LLP (LLP Regn No OC360128)
160	1-11 (Odd) Humber Street and 168-178 (Even) Welland Road Hilton, Derby (DE65 5NW)	DY464678	E & J Ground Rents No 3 LLP (LLP Regn. No OC360128)
161	1-12 Aplin House, And 1-12 Farrer House, 54 And, 56 Thirleby Road, London (NW7 1BQ)	AGL244726	E & J Ground Rents No 3 LLP (LLP Regn No OC360128)
162	Land at Mill Bridge Close, Retford	NT470309	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
163	Hill View Service Station, West Street, Portchester	HP505582	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
164	1 to 7 (inclusive) and 31 to 40 (inclusive) Pavilion Gardens, Blackfield, Southampton (SO45 1FE)	HP739527	E & J Ground Rents No 3 LLP (Co Regn No OC360128)
165	Priory Manor, Chastleton Road, Redhouse, Swindon (SN25 2GZ)	WT307894	E & J Ground Rents No3 LLP (Co Regn No OC360128)
166	30-52 (even) Proclamation Avenue, Rothwell (NN14 6GY)	NN309376	E&J Ground Rents No3 LLP (LLP Regn No OC360128)
167	102 to 114 (even) Ramsden Wood Road and land at the back of 96 Ramsden Wood Road, Todmorden, Calderdale, West Yorkshire (OL14 7UD)	YY2223	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
168	Land at Redhill Court, Barnsley, South Yorkshire (S75 1HF)	SYK583618	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
169	Land at Rothbart Way, Hampton Hargate, Peterborough	CB359658	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
170	3-22 (inclusive), Rushbrook Mill, Paper Mill Lane, Bramford, Suffolk (IP8 4BF)	SK335605	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
171	Land on the south side of Station Road, Nantwich	CH519557	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
172	Land at Stavely Way, Gamston, Nottingham	NT470310	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
173	1 to 7 (odd) and 11 and 15 to 25 (odd) Redhill Park, 2 to 50 (even) Redhill Park, 3 to 11 (odd) and 15 to 23 (odd) and 45 to 87 (odd) Hainsworth Park, 6 to 18 (even) and 22 to 30 (even) and 34 Hainsworth Park and 1, 2 and 4 Owston Park, Hull	HS365331	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
174	1,3, 7 to 17 (odd numbers) 10, 18,20, 24, 28 to 32 (even numbers) Stonemere Avenue, Todmorden, Calderdale, West Yorkshire (OL14 5RW)	YY2657	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)

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	Property description	Freehold title number	Proprietor
175	Land at Stonemere Avenue, Todmorden	YY6959	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
176	37-63 (odds) and 56-82 (evens) Sunlight Gardens, Fareham, Hampshire (PO15 6DG)	HP745332	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
177	102 - 112 (evens) Sunlight Gardens, Fareham (PO15 6DQ)	HP745331	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
178	Land lying to the west of Mill Lane, Rustington, Littlehampton (BN16 3ED)	WSX308097	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
179	78 Northlands Road, Southampton (SO15 2LH)	HP479386	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
180	Victoria Mills, Salts Mill Road, Shipley (BD17 7EF)	WYK661453	E&J Ground Rents No3 LLP (LLP Regn No OC360128)
181	The Waterside Inn, Southampton Road, Hythe, Southampton, (SO45 5AA)	HP666621	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
182	39 and 41 Reading Road South, Fleet (GU52 7SB)	HP596588	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
183	101-119 (odd), Whites Way, Hedge End, Southampton (SO30 2GL)	HP745330	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
184	Land and buildings on the north west side of Ellesmere Street, Hulme, Manchester	GM557717	E&J 3US LIMITED (Co Regn No 4910714)
185	Land at Chesterton Way, Weston, Crewe	CH601048	E&J GROUND RENTS NO 3 LLP (LLP Regn No OC360128)
186	Land at Gardeners Walk, Skelmanthorpe, Huddersfield	WYK931314	E&J GROUND RENTS NO 3 LLP (LLP Regn No OC360128)
187	Land at Flatts Lane, Calverton, Nottingham	NT470311	E&J GROUND RENTS NO 3 LLP (LLP Regn No OC360128)
188	Land at Johnsons Road, Fernwood, Newark	NT470312	E&J GROUND RENTS No 3 LLP (Co Regn No OC360128)
189	Land at Millias Close, Brough	YEA64150	E&J GROUND RENTS NO 3 LLP (LLP Regn No OC360128)
190	28, 30 and 32 North East Road, Sholing, Southampton	HP413562	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
191	Land at Flatts Lane, Calverton, Nottingham	NT470311	E&J Ground Rents No 3 LLP (LLP Regn No OC360128)
192	Albert Mills, 10 Hulme Hall Road, Manchester (M15 4LY)	LA32900	E&J 4US LIMITED (Co Regn. No 4913093)
193	30-34 (even), Woodfield Road, Altrincham	MAN189857	E&J 4US LIMITED (Co Regn No 04913093)
194	All Saints Court, Leeds Road, Ilkley (LS29 8DT)	WYK852442	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)

	Property description	Freehold title number	Proprietor
195	164-168 Shepherdess Walk, London (N1 7JL)	EGL380523	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
196	Land on the south-west side of Dallas Drive, Great Sankey, Warrington	CH611191	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
197	Ashdown House, Battle Square, Reading (RG30 1AX)	BK450700	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
198	1-32 Cathedral Court, O'Gorman Avenue, 1-12 and 14-57 Buccaneer Court, Kestrel Road, 1-12 and 14-20 Beverley House, Wallis Square and 1-12 and 14-43 Lynx Court, Wallis Square, Farnborough	HP751660	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
199	1-27 (odd) Robinson Street, Bletchley MK3 6DL, 18-32 (even) Selwyn Grove, Bletchley (MK3 6DN) and 2-16 (even) Homerton Street, Bletchley (MK3 6DU)	BM371802	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
200	Bridge Court, Stanley Road, Harrow (HA2 8FE)	AGL251347	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
201	1-32 Cathedral Court, O'Gorman Avenue, 1-12 and 14-57 Buccaneer Court, Kestrel Road, 1-12 and 14-20 Beverley House, Wallis Square and 1-12 and 14-43 Lynx Court, Wallis Square, Farnborough	HP751660	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
202	Land on the south side of Carlton Boulevard, Lincoln	LL335299	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
203	Land and buildings lying to the south side of Portsmouth Road, Godalming	SY567261	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
204	Part of Canon Court, 91 Manor Road, Wallington	SGL287893	E&J Ground Rents No4 LLP (LLP Regn No OC369486)
205	Canon Court, 91 Manor Road, Wallington	SGL287961	E&J Ground Rents No4 LLP (LLP Regn No OC369486)
206	Land on the south side of Melbourne Road, Wallington (SM6 8SD)	SGL655155	E&J Ground Rents No4 LLP (LLP Regn No OC369486)
207	558 and 560 Stanforth Road, 24 to 28 (even) Parker Way, 11, 43 and 45 Locke Drive, 7 and 16 Pollitt Close, Sheffield	SYK595424	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
208	52 and 58-98 (evens) Cassini Drive, Swindon (SN25 2JY)	WT313165	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
209	1-32 Cathedral Court, O'Gorman Avenue, 1-12 and 14-57 Buccaneer Court, Kestrel Road, 1-12 and 14-20 Beverley House, Wallis Square and 1-12 and 14-43 Lynx Court, Wallis Square, Farnborough	HP751660	E & J Ground Rents No4 LLP (LLP Regn No OC369486)

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	Property description	Freehold title number	Proprietor
210	Providence Mill, The Holmes, Selby (YO8 3EL)	NYK298265	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
211	212, 218, 222-228 (inc), 251, 255 And 264-274 (inc) Longacres, Bridgend (CF31 2DH)	CYM552709	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
212	28-39, 44-52 &, 66-77 College Way, Filton (BS34 7BH)	GR363945	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
213	Land on the north side of Hattenil, Landon, Basildon	EX884245	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
214	Plots 3, 4 and 5 Copper Miners, 2-10 (evens), 11, 13, 16-18 (inc), 22-34 (evens) and 42 Ynys y Wern, Cwmavon, Port Talbot	CYM552708	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
215	99, 100, 102, 104, 105, 106, 107, 111 and 113 Phoebe Road, 1 and 2 Temeraire Court and 2 and 8 Naiad Road, Copper Quarter, Pentrechwyth, Swansea	CYM564166	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
216	Land on the north-west side of Ventura Drive, Great Sankey, Warrington	CH615168	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
217	Land lying to the north of Nell Lane, Manchester	MAN188006	E & J Ground Rents No 6 LLP (LLP Regn No OC383340)
218	Mayfair Court, Observer Road, Watford (WD18 7GA) and Knightsbridge Court, Observer Drive, Watford (WD18 7GE)	HD520012	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
219	2 to 16 (even), Wilce Avenue, Wellingborough (NN8 2QL)	NN310433	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
220	Land lying to the west of Heol Y Plorin, North Cornelly, Bridgend	CYM385247	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
221	52 to 66 (even) East Street, Doe Lea, Chesterfield (S44 5NP)	DY465713	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
222	20 to 100 (even) and 112 to 158 (even), Edison Way, Arnold, Nottingham NG5 7NJ	NT491299	E & J GROUND RENTS NO 4 LLP (LLP Regn No OC0369486)
223	Boiler House, Electric Wharf, Coventry (CV1 4JU)	MM9871	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
224	Generator Hall, Electric Wharf, Coventry	MM9872	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
225	Turbine Hall, Electric Wharf, Coventry (CV1 4JB)	MM9873	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)

	Property description	Freehold title number	Proprietor
226	17, 50 to 68 (even) and 72 to 76 (even) Ashwood Avenue, Wigan, 22 to 60 (even) and 64 to 80 (even) Davy Road, Wigan, 1 to 7 (odd), 8 to 12 (inclusive), 14 to 25 (inclusive), 27 to 39 (odd) and 43 to 57 (odd) Jennings Park, Wigan and 1 to 11 (odd) and 15 Maypole Crescent, Wigan	MAN190743	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
227	Land on the North east side of Soaphouse Lane, Woodhouse	SYK351932	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
228	land at Fernbeck Close, Farnworth, Bolton	MAN206109	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
229	land at Chenet Park, Churchbridge, Cannock	SF581444	E&J GROUND RENTS NO4 LLP (LLP Regn No OC369486)
230	1-9 and 24-32 Burway Close, Lichfield and 71-87 Chesterfield Road, Lichfield and parking Spaces	SF578839	E&J GROUND RENTS NO4 LLP (LLP Regn No OC369486)
231	Land on the north east side of Convent Way, Southall	AGL220054	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
232	9-45 Glyn Teg and 49-73 Clos Cwm Golau, Gelli Dawel, Merthyr Tydfil	CYM564414	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
233	63-75 Glenthorne Road, London (W6 0LJ)	LN203214	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
234	3 Yewdall Road, Rodley (LS13 1NB), 25 to 33 Georgian Square, Rodley (LS13 1PZ), 1 to 6 Pickering House, 1 to 12 Normington House and 1 to 8 Towler House, Towler Drive, Rodley (LS13 1PB)	YY1558	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
235	Land lying to the north east of Heol Fach, North Cornelly, Bndgend	CYM528772	E & J Ground Rents No4 LLP (LLP Regn No OC369486)
236	Heathlands, Short Street, Burton-on-Trent (DE15 9LS)	SF515177	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
237	Land and buildings on the West side of Greenlands Drive, Redditch	HW59186	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
238	Hermitage Court, Wigston Road, Oadby	LT105527	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
239	210-220 (evens) and 248-258 (evens), Highfields Park Drive, Derby (DE22 1JY).	DY469535	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
240	1-86 Hollin Bank Court, Bolton Road, Blackburn (BB2 4GY)	LAN127623	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
241	Land at Buckingham Court Hopton Grove, Newport Pagnell (MK16 0DW)	BM370187	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)

	Property description	Freehold title number	Proprietor
242	Land at Hudson Close, Bolton	MAN206112	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
243	Land at Plot H22, Hilton Depot, Mill Lane, Hilton Derby	DY477854	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
244	1-10 Ivy Bank House, Ivy Bank Close, Ingbrichworth, Penistone, Sheffield (S36 7GU)	SYK612212	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
245	7 to 12 (inclusive) Kingfisher Avenue and 15 to 20 (inclusive) Wren Place, Gillingham	DT404578	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
246	1 to 19 (odd) Woodvale Kingsway and 11 to 51 (odd) Shawbury Avenue Kingsway, Quedgeley, Gloucester	GR378482	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
247	Land at Kirkpatrick Drive, Stourbridge, Dudley	MM6341	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
248	Land at Papermill Lane, Alton (GU34 2QU)	HP521475	E & J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
249	1-32 Cathedral Court, O'Gorman Avenue, 1-12 and 14-57 Buccaneer Court, Kestrel Road, 1-12 and 14-20 Beverley House, Wallis Square and 1-12 and 14-43 Lynx Court, Wallis Square, Farnborough	HP751660	E & J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
250	1-11, 15- 23 (Odd) Dorman Close and 1- 11, 15-35 (Odd) Woolston Close, Northampton	NN320470	E & J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
251	10 to 18 (even) Rotherham Road North and 1-17 (inclusive but excluding 13) Halfway Close, Halfway, Sheffield	SYK595422	E & J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
252	7 to 12 Blenkinsop Way, Middleton, Leeds (LS10 4GG) 12, 14, 16 Murray Drive, Middleton, Leeds (LS10 4GE) 15, 17, 19 Murray Way, Middleton, Leeds (LS10 4GA) and 9, 11, 15 to 57 (odd) 40, 42, 67 to 90, 92 to 100 (even) New Forest Way, Middleton, Leeds (LS10 4GH)	YY1573	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
253	Hilton House, Moss Street, Liverpool (L6 1HF)	MS276511	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
254	1 and 2, 6 to 14 (even), 15 to 18 (inclusive), 20, 23, 27, 30, 31, 33, 37, 39 and 51 to 59 (odd) Bloom Avenue, Brymbo, Wrexham, 17 Chariot Drive, Brymbo, Wrexham and 1 and 4 Ingot Close, Brymbo, Wrexham.	CYM554897	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
255	31 to 65 (odd), Odile Mews, Gilstead, Bingley (BD16 3QL)	YY1552	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
256	15, 17, 27 and 29 Otterdale Close, Buxton (SK17 6DX) and Apartments 1 to 6 Otterdale Barn, Otterdale Close, Buxton (SK17 6BL)	DY465694	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)

	Property description	Freehold title number	Proprietor
257	Flats 1-9 (inclusive), 64 Darwin Crescent, Loughborough, Flats 1-6 (inclusive), 6 Mendel Drive, Loughborough and Flats 1-9 (inclusive), 30 Darwin Crescent, Loughborough	LT443902	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
258	1, 4 and 5, 9 to 12 (inclusive) and, 15 Pentywyn Heights, Deganwy Conwy (LL31 9DT)	CYM554903	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
259	Land at The Pollards, Bourne	LL333601	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
260	Land adjoining The Drill Hall, Old Market Street, Bristol (BS2 0EN)	AV248950	E & J Ground Rents No 4 LLP (LLP Regn. No OC369486)
261	1 to 19 (odd) Saville Close, and 21 to 37 (odd) Moorhouse Close, Wellington, Telford and parking spaces	SL215887	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
262	Sallyport House, City Road, Newcastle Upon Tyne (NE1 2AE)	TY377203	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
263	1 to 11 (odd) 15 to 47 (odd), 47a 49 to 57 (odd) 61, 63 Ash Court, Killingbeck, Leeds (LS14 6GL) 3 to 5, 28 to 50 (even) Lilac Court, Killingbeck, Leeds (LS14 6GQ)	YY1572	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
264	8 and 9 Mangold Place, Warrington, 1 to 11 (odd), 15 to 25 (odd), 29 to 59 (odd), 60 to 76 (inclusive) and 78 to 96 (even) Snowberry Crescent, Warrington, 1 to 6 (inclusive) and 8 to 16 (inclusive) Poppyfields, Warrington and 1 to 7 (inclusive), 14 to 18 (inclusive) and 25 to 34 (inclusive) Larkspur Grove, Warrington	CH610388	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
265	9 High Street and land on the South Side of St George's Road, Camberley (GU15 3QU)	SY626374	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
266	Land on the North West side of Gateshead Road, Borehamwood	HD521250	E & J Ground Rents No 4 LLP (LLP Regn. No OC369486)
267	Land at Thames Way, Hilton, Derby	DY478065	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
268	17 to 31 (inclusive) The Grove, Shifnal (TF11 9EH)	SL215888	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
269	Blyth Court, Lee Court and Tees Court, Torrent Close, Wilnecote, Tamworth (B77 5GE)	SF578837	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
270	114 Jacob Street, Bristol (BS2 0HY).	BL9730	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
271	Land lying to the east of Mentmore Road, Leighton Buzzard	BD243082	E & J Ground Rents No 4 LLP (LLP Regn No 369486)
272	81-180, West Dock, The Wharf, Leighton Buzzard (LU7 2AJ)	BD284537	E & J Ground Rents No 4 LLP (LLP Regn No 369486)
273	Land lying to the south of Portman Road, Reading	BK450931	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)

	Property description	Freehold title number	Proprietor
274	2 to 18 (even) Steel Green, Leeds and parking spaces (LS12 6JA) and 1 to 12 (inclusive) and 15 to 25 (odd) Park Drive, Leeds (LS12 6JB)	YY1559	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
275	5 Summerfield Walk, 1 Elstow Close, 9 Bridgewater Drive and 6, 7 and 8 Waltham Road, Buckshaw Village, Chorley	LAN126798	E & J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
276	2-36 (even) Myrtle Drive and 39-61 (odd) Myrtle Crescent, Sheffield	SYK595420	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
277	Carfax House, Sussex Street, Winchester (SO23 8FG)	HP659055	E & J GROUND RENTS NO 4 LLP (Co Regn No OC369486)
278	1 to 12 (inclusive) and 14 to 22 (inclusive) Carnival House, Jubilee Close, Salisbury (SP2 9ER)	WT302578	E & J GROUND RENTS NO4 LLP (LLP Regn No OC369486)
279	Land to the south of Sunset Boulevard, Great Sankey, Warrington	CH610387	E & J GROUND RENTS NO4 LLP (LLP Regn No OC369486)
280	Land on the south-east side of Boston Boulevard, Great Sankey, Warrington	CH614997	E & J GROUND RENTS NO4 LLP (LLP Regn No OC369486)
281	10 Belmont Drive, Penistone, Sheffield (S36 6GH), 4, 5 and 7 Corunna View, Penistone, Sheffield (S36 6GE) and 10 and 10a Fullshaw Bank, Penistone, Sheffield (S36 6GB)	SYK595398	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
282	37-59 (odd), Hawkins Avenue, Gravesend (DA12 5NB)	TT10265	E & J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
283	42 and 62 Thatcham Avenue Kingsway, 11, 29, 14 and 58 Midenhall Way Kingsway, Quedgeley, Gloucester, garages and parking spaces	GR383965	E & J GROUND RENTS NO4 LLP (LLP Regn No OC369486) of 1c Belmore Hill Court, Morestead Road, Owlesbury, Winchester SO21 1JW
284	12 and 12a, 48a, 48b, 50a and 50b Kingscroft Drive, Brough	YEA67549	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
285	1-12 Mallory Close, Gravesend (DA12 5FD)	TT15093	E & J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
286	21 and 27 Marlow Drive, Branston, Burton-On-Trent (DE14 3TX)	SF577657	E&J GROUND RENTS NO4 LLP (LLP Regn No OC369486)
287	Flats 1-6 (inclusive), 1 Moreton Road, Leicester (LE5 0BL)	LT443904	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
288	10, 12, 14, 16 and 22 Solly Grove, Great Bridge, Tipton and 20, 22, 23 and 25 The Square, Tipton	WM994500	E&J GROUND RENTS NO4 LLP (Co Regn No OC369486)
289	9, 11 and 15 Tatton Lane, Thorpe, Leeds (WF3 3FF)	YY1560	E & J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
290	Land and buildings on the north and west side of Earlsfield Library, Magdalen Road, London	TGL271909	E & J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
291	Land on the south west side of Newport Lane, Stoke-On-Trent	SF354075	E&J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)

## EXECUTION VERSION

	Property description	Freehold title number	Proprietor
292	2 to 12 (even), Quarry Close, Gravesend (DA11 0GA) We have been supplied with a print of the view of the register rather than an official copy	TT14044	E&J GROUND RENTS NO5 LLP (LLP Regn No OC377976)
293	73 to 83 (odd), Chrstmas Street, Gillingham (ME7 1TD)	TT14041	E&J GROUND RENTS NO5 LLP (LLP Regn No OC377976)
294	1 to 9 Frederick Benn Place, Ashford (TN23 3FN)	TT14042	E&J GROUND RENTS NO5 LLP (LLP Regn No OC377976)
295	1 to 11 (odd), 15 to 19 (odd), 16 to 32 (even) and 27 and 29 Brigadier Gardens, Ashford (TN23 3GU)	TT14040	E&J GROUND RENTS NO5 LLP (LLP Regn No OC377976)
296	46-62 (even), Furfield Chase, Boughton Monchelsea, Maidstone (ME17 4GD)	TT17421	E&J GROUND RENTS NO5 LLP (LLP Regn No OC377976)
297	475 to 491 (Odd Numbers) Battersea Park Road, London (SW11 4NH)	SGL172495	E & J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
298	Block M6, Flats 1-20 Tawny Court, 2 Shearwater Drive, London (NW9 7AH)	AGL306856	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)
299	Flats 1-59 (inc) Crested Court, 3 Shearwater Drive, London (NW9 7AD) Flats 1-30 (inc) Skylark Court, 1 Shearwater Drive, London (NW9 7AB) Flats 1-72 (inc) Goshawk Court, 5 Shearwater Drive, London (NW9 7AG)	AGL306861	E & J GROUND RENTS NO 5 LLP (Co Regn No OC377976)
300	82-86 Botley Road, Park Gate, Southampton (SO31 1BA)	HP632586	E & J Ground Rents No5 LLP (LLP Regn No OC377976)
301	Bentley Place, 57-59 Baker Street, Weybridge (KT13 8BF)	SY708603	E&J Ground Rents No5 LLP (LLP Regn No OC377976)
302	Queen Mary School, Clifton Drive South, Lytham St Annes (FY8 1DS)	LAN11273	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)
303	1, 2, 4, 5, 6, 7, 8, 9 and 10 Patncroft Drive, Buckshaw Village, Chorley (PR7 7GF), 1, 2, 4, 5 and 7 Birtley Avenue, Buckshaw Village, Chorley (PR7 7GE and 3, 4, 5, 9 and 10 Brackla Place, Buckshaw Village, Chorley (PR7 7GJ)	LAN139519	E & J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
304	Land lying to the north of Fauners, Basildon	EX819415	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)
305	The Manor, Canonbie Road, Forest Hill, (SE23 3AQ)	270066	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)
306	Land on the north side of Canonbie Road, Forest Hill	TGL153856	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)

## EXECUTION VERSION

	Property description	Freehold title number	Proprietor
307	1-51 (inclusive), Thomas Cnbb Mews, London (E6 5PD)	EGL354075	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)
308	The White House, Great Burdon (DL1 3JL)	DU304356	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)
309	12 Thornhill Park, Sunderland (SR2 7JZ)	TY284077	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)
310	Block E, Pembroke Park, Haslett Avenue, Crawley	WSX295776	E & J Ground Rents No5 LLP (LLP Regn No OC377376)
311	Land on the North East side of Ongar Road, Brentwood (CM15 9AU)  We have been supplied with a print of the view of the register rather than an official copy	EX714370	E & J GROUND RENTS NO5 LLP (LLP Regn No OC377976)
312	1 to 26 The Chase, Grays (RM20 4BF)	EX896805	E&J Ground Rents No 5 LLP (LLP Regn No OC377976)
313	Flats 1-19 (inclusive), Harvil Court, 1 Mornington Close, London (NW9 5HH) and 116 and 118 Colindale Avenue, London (NW9 5GX)	AGL293001	E&J Ground Rents No 5 LLP (LLP Regn No OC377976)
314	Park House And Park Lodge, Kingswood Road, Tunbridge Wells (TN2 4UJ)  We have been supplied with a print of the view of the register rather than an official copy	K800460	E & J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
315	1, 2 and, 7 Ffordd Maendy, 11, 13 and 15 Rhodfa Brynmenyn and 47 Heol Brynoethin, Parc Tyn Y Coed, Sarn, Bridgend  We have been supplied with a print of the view of the register rather than an official copy	CYM585852	E & J GROUND RENTS NO5 LLP (LLP Regn No OC377976)
316	4, 6 and 10 Naiad Road (SA1 7FB), 13 Temeraire Court (SA1 7FN) and 87 Phoebe Road (SA1 7FY) Copper Quarter, Pentrechwyth, Swansea	CYM585851	E&J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
317	Plots 10,11, 12, 85, 86, 90, 99, 100 & 109, Copper Miners, Cwmavon, Port Talbot  We have been supplied with a print of the view of the register rather than an official copy	CYM585850	E&J Ground Rents No 5 LLP (LLP Regn No OC377976)
318	Land at Transport Yard and Wharf House, Mill Street, Wantage (OX12 9AQ)  We have been supplied with a print of the view of the register rather than an official copy	ON263204	E&J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
319	Flats 98-120, 122-136, 138-152, 170-192 Water Reed Grove, Walsall	MM23502	E&J GROUND RENTS NO 5 LLP (LLP Regn No OC377946)
320	Blocks 43 And 44, Park Central, Attwood Green, Birmingham	WM949978	E&J GR NO5 LIMITED (Company No 05777259)

	Property description	Freehold title number	Proprietor
321	James Court, Bath Road, Reading (RG30 2BJ)	BK79348	E&J GR NO5 LIMITED (Company No 05777259)
322	Renaissance, Hinderton Road, Neston (CH64 9TX)	CH489715	E & J GROUND RENTS NO5 LLP (LLP Regn No OC377976)
323	Altitude, 39 to 41 Powell Street, Birmingham (B1 3DJ)	WM666043	E & J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
324	1 to 51 (odd), Goetre Fawr, Radyr, Cardiff (CF15 8ET)	CYM594837	E&J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
325	17-32 Anchor Road, 1-14 Ty Devonia, 1-19 Ty Westonia and 1-23 Ty Gwalia, Pierhead View, Penarth	CYM604245	E&J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
326	7, 10 and 17 Barry Walk, 5 and 6 Roils Walk, 2 Royce Walk, 7 Grindle Walk, 12 and 14 Paxton Walk, 7 and 21 Scott Walk, 3 Waterside Walk West, 6a and 30 Ruskin Avenue Rogerstone, Newport	CYM589190	E&J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
327	Phase 1 City Vizion, Rodney Road, Newport	CYM592957	E & J GROUND RENTS NO 5 LLP (Co Regn No OC377976)
328	Plots 174-209 City Vizion Phase 4, Rodney Road, Newport	CYM604252	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)
329	Kensington Oval, Boathouse Field, Lichfield (WS13 6NR)	SF590149	E & J Ground Rents No 5 Llp (LLP Regn No OC377976)
330	The Silk Mill, Dewsbury Road, Elland (HX5 9AR)	WYK778659	E&J Ground Rents No 5 LLP (LLP Regn No OC377976)
331	The Picture Works 22 to 44 (even numbers), Queens Road, Nottingham (NG2 3AS)	NT23523	E&J Ground Rents No 5 LLP (LLP Regn No OC377976)
332	115 Woolwich Road, London (SE10 0RF)	LN211505	E & J Ground Rents Number 5 LLP (Co Regn No OC377976)
333	Featherstone Primary and Middle School, Featherstone Road, Southall (UB2 5AQ)	AGL142444	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)
334	Flat 7 to Flat 15 (odd), Maddox House, Beech Drive, Trumpington, Cambridge (CB2 9PQ)	CB388210	E&J Ground Rents No5 LLP (LLP Regn No OC377976)
335	Land on the east side of Watson Street, Manchester	GM835523	E & J Ground Rents No 6 LLP (LLP Regn No OC383340)
336	Springfield Mills, Bridge Street, Sandiacre, (NG10 5BA)	DY336842	E & J Ground Rents No 6 LLP (LLP Regn No OC383340)
337	Land and buildings on the north west side of Hospital Road, Bromley Cross, Bolton	GM632608	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
338	Land on the north side of Newark Drive, Great Sankey, Warrington	CH621450	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
339	8 to 14 (even) Beech Drive, 4, 6 and 10 to 16 (even) Hawthorn Drive, 6, 8 to 12, 14, 28 and 32 to 34 Willow Road, Thornton-Cleveleys	LAN142541	E&J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)

	Property description	Freehold title number	Proprietor
340	1 to 12 (inc), 14 to 35 (inc), 37 to 41 (odd), 45 to 51 (odd), 57 to 81 (odd), 65 to 81 (odd) Sparks Croft and 65 to 69 (odd) and 73 to 83 (odd) Bolton Road East, Wirral	MS603652	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
341	61 and 63 Bolton Road East, Wirral (CH62 4RU)	MS611830	E & J Ground Rents No 6 LLP (LLP Regn No OC383340)
342	2-6 (even) and 12 Clydesdale Drive, 1-4 Comet Close, 1, 3, 4, 10, 13, 17-22 and 24-28 Leyland Drive, 5, 7 and 8 Spurrier Square and 13, 14, 16 and 22 Triumph Avenue, Chorley	LAN142181	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
343	Tower Lodge, Clock Tower View, Stourbridge	MM23617	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
344	Land on the east side of Bowdon Road, Altrincham	GM845001	E&J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
345	Land on the west side of Market Street, Minsbridge, Huddersfield	WYK221951	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
346	Land on the north-east side of King Street, Norwich	NK435219	E&J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
347	2-10, 14, 16, 24-30 (incl) (Even), 1, 1a & 1b, Matterhorn Road, 12-26, 40-56 (incl) (Even), 25-31, 35-37, 41-49 (incl) (Odd) & 53, Blackstairs Road, and 7-11 (incl) (Odd) Elbrus Drive, Ellesmere Port, CH66 1TN	CH626338	E & J Ground Rents No 6 LLP (Co Regn No OC383340)
348	2, 4, 8 to 14 (evens) and 18 to 46 (evens) Waters Edge, Moston, Manchester (M40 3SL)	MAN221293	E & J GROUND RENTS NO 6 LLP (Co Regn No OC383340)
349	Land lying to the north of Heys Hunt Road, Leyland	LAN148364	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
350	60- 64 (even), 68, 70, 80-88 (even), 92 and 92A Manchester Street, 39, 41, 45-51 (odd), 48-54 (even) Mount Street, 21-43 (odd) Schofield Street, 1-5 (odd), 9, 11, 15 and 17 Sundew Close, Heywood	MAN221294	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
351	1, 2-14 (even), 24, 26, 27, 30, 31, 33, 37, 39 and 45 Oakdale Drive, Whalley, Clitheroe (BB7 9FW)	LAN148362	E & J GROUND RENTS, NO 6 LLP (LLP Regn No OC383340)
352	Land lying to the south of Laburnum Road, Blackburn	LAN148359	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
353	62 to 74 (even), 80, 82, 84, 88, 92 to 104 (even), 203 to 219 (odd), 213a, 223 to 229 (odd), 233, 235, 239 to 245 (odd), 271, 273 and 275 Roseway Avenue, Cadishead, Manchester	MAN221297	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
354	Hamilton House, 24 Pall Mall, Liverpool (L3 6AL)	LA229222	E&J Ground Rents No6 LLP (LLP Regn No OC383340)
355	2 to 12 (even) 1 31 to 37 (odd) 1 41 to 49 (odd) Blueberry Way and 75 1 81 to 83 (odd) and 87 Phoenix Drive, Scarborough	NYK414428	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
356	Flat 1-12, Hackett House, Glebe Farm Drive, Trumpington, Cambridge (CB2 9PF)	CB383822	E&J Ground rents No6 LLP (LLP Regn No OC383340)

	Property description	Freehold title number	Proprietor
357	5- 9 (inclusive) Maltby Square, 1-3 (inclusive) Newport Close, 3 Patncroft Drive, 9 Birtley Avenue and 2 and 7 Brackla Place Buckshaw Village, Chorley	LAN148361	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
358	Flat 41-69 (odd), Dakins House, Beech Drive, Trumpington, Cambridge and parking spaces (CB2 9PQ)	CB386800	E&J Ground rents No6 LLP (LLP Regn No OC383340)
359	30-32 Island Crescent, Newquay (TR7 1DZ)	CL31631	E&J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
360	Portsmouth Dock, Portsmouth	ST282936	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340) of 64 New Cavendish Street, London W1G 8TB
361	2-5 and, 12-20 Greenroyd Court, Sutton In Craven, Keighley	NYK412291	E & J Ground Rents No 6 LLP (LLP Regn No OC383340)
362	Land on the north side of Pasadena Avenue, Great Sankey, Warrington	CH624373	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
363	5, 14 &, 23 Leyland Drive, Chorley (PR7 3BQ)	LAN145567	E & J GROUND RENTS NO 6 LLP (Co Regn No OC383340)
364	Land lying to the south-east of Boston Boulevard, Great Sankey, Warrington	CH624860	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
365	The Merchant Venturers Technical College, Unity Street, Bristol (BS1 5HH)	BL62190	E & J Ground Rents No6 LLP (LLP Regn No OC383340)
366	2-24 (Evans), The Causeway, St Marys Island, Chatham (ME4 3SR)	TT15562	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
367	2-24 (evens), The Shoreway, St Marys Island, Chatham (ME4 3SU)	TT10196	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
368	The Heights, Walsall Road, West Bromwich (B71 3AZ)	WM415337	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
369	Clearwater, Sandy Hill, St Austell, Cornwall	CL273415	Aldingbourne Estates LLP (LLP Regn No OC344636)
370	Land at Clearwater, Sandy Hill, St Austell	CL276577	Aldingbourne Estates LLP (LLP Regn No OC344636)
371	1- 44 Russell Court and 1 - 45 Leicester Court, Craggs Row, Preston (PR1 1JG)	LAN106207	Aldingbourne Estates LLP (LLP Regn No OC344636)
372	Crown Place, Sandy Lane, Worksop, Bassetlaw, Nottinghamshire (S80 1TS)	NT434642	Aldingbourne Estates (LLP Regn No OC344636)
373	Land and buildings at Forest Edge, Sneyd Street, Sneyd Green, Stoke-On-Trent	SF454331	Aldingbourne Estates LLP (LLP Regn No OC344636)
374	South Milford Squash Club, 24 Milford Road, Sherburn In Elmet, Leeds	NYK162332	Aldingbourne Estates LLP (LLP Regn No OC344636)
375	6-14 Daniel Court, Stamford PE9 2GJ	LL308348	ALDINGBOURNE ESTATES LLP (LLP Regn No OC344636)
376	Land adjoining Green Court, New Lane, Huntington, York (YO32 9TB)	NYK335557	Aldingbourne Estates LLP (LLP Regn No OC344636)
377	1-19 Green Court, New Lane, Huntington, York (YO32 9TB)	NYK324687	Aldingbourne Estates LLP (LLP Regn No OC344636)

## EXECUTION VERSION

	Property description	Freehold title number	Proprietor
378	Land on the west side of Perram Close, Turnford, Broxbourne	HD500785	ALDINGBOURNE ESTATES LLP (LLP Regn No OC344636)
379	35/37, Bridgegate, Howden, Goole (DN14 7JG)	YEA23611	Aldingbourne Estates LLP (LLP Regn No OC344636)
380	1-7 (odd) and 27-49 (odd), Highbridge, Sileby LE12 7LG	LT421530	ALDINGBOURNE ESTATES LLP (LLP Regn No OC344636)
381	94 Plains Road, Nottingham (NG3 5NT)	NT404295	RMB 102 Limited (Co Regn No 07511484)
382	Aspect Court, 23 Winn Road, Southampton (SO17 1EJ)	HP615641	RMB 102 Limited (Co Regn No 07511484)
383	Land and buildings on the north side of Blue Cedar Drive, Streetly, Sutton Coldfield	WM950324	RMB 102 Limited (Co Regn No 07511484)
384	31 Bunbury Road, Northfield, Birmingham (B31 2DR)	WM427924	RMB 102 Limited (Co. Regn No 07511484)
385	Broadway Service Station, Pottery Road, Oldbury (B68 9EX)	WM724042	RMB 102 Limited (Co Regn No 07511484)
386	Land on the north west side of 94-96 William Street, Swindon	WT261742	RMB 102 Limited (Co Regn No 07511484)
387	Flats 1 to 49, Central Park, 8 Palmerston Road, Southampton and Flats 1 to 11 Green Park Court, 23 Cossack Green, Southampton	HP574413	RMB 102 Limited (Co Regn No 07511484)
388	90 to 101 (inclusive), Ebony Close, Colchester (CO2 9LX)	EX840115	RMB 102 Limited (Co Regn No 07511484)
389	1-42 (All), 45, 47, 55-57 (All), 59-63 (All) and 100 Greenfields Gardens, Shrewsbury (SY1 2RN)	SL210042	RMB 102 Limited (Co Regn No 07511484)
390	Greenlands View, Broad Oak, Botley, Southampton (SO30 2GD)	HP516788	RMB 102 Limited (Co Regn No 07511484)
391	1 to 12 (inclusive), Harrier Court, South Killingholme, Birmingham	HS360093	RMB 102 Limited (Co Regn No 07511484)
392	Land at Havergal Place, Sharesill, Wolverhampton (WV10 7JA)	SF466248	RMB 102 Limited (Co Regn No 07511484)
393	Lakeland Court, Valley Road, Hednesford, Cannock	SF360169	RMB 102 Limited (Co Regn No 07511484)
394	Land on the south side of Slate Lane, Audenshaw	MAN78186	RMB 102 Limited (Co Regn No 07511484)
395	Oaklands, Hambledon Road, Denmead, Waterlooville (PO7 6NU)	HP479337	RMB 102 Limited (Co Regn No 07511484)
396	The Forecourt, Denmead Service Station, Hambledon Road, Denmead (PO7 6NU)	HP634809	RMB 102 Limited (Co Regn No 07511484)

	Property description	Freehold title number	Proprietor
397	Land on the south west side of Hambledon Road, Denmead	HP532623	RMB 102 Limited (Co Regn No 07511484)
398	Shop and Offices at Denmead Service Station, Hambledon Road, Denmead (PO7 6NU)	HP634808	RMB 102 Limited (Co Regn No 07511484)
399	Land on the north side of Hamstead Road, Great Barr (B43 5DA)	WM469520	RMB 102 Limited (Co Regn No 07511484)
400	93 Gladstone Road, Boscombe, Bournemouth (BH7 6HD)	DT191115	RMB 102 Limited (Co Regn No 07511484)
401	The Old Rectory, Admaston, Rugeley (WS15 3NL)	SF332819	RMB 102 Limited (Co Regn No 07511484)
402	The Old Stoneryard, Dam Street, Lichfield (WS13 6AA)	SF481769	RMB 102 Limited (Co Regn No 07511484)
403	Land lying to the east of Reeve Lane, Lichfield	SF483432	RMB 102 Limited (Co Regn No 07511484)
404	Flats 1-24, Poets Court, Old Meeting Street, West Bromwich (B70 9AG)	WM365350	RMB 102 Limited (Co Regn No 07511484)
405	105 Queens Road, Portsmouth (PO2 7LU)	PM7383	RMB 102 Limited (Co Regn No 07511484)
406	139 Regents Park Road, Southampton (SO15 8NT)	HP188254	RMB 102 Limited (Co Regn No 07511484)
407	137 Ringwood Road, Parkstone, Poole (BH14 0RH)	DT108529	RMB 102 Limited (Co Regn No 07511484)
408	Roxan Mews, 450 Portwood Road, Southampton (SO17 3SD)	HP596070	RMB 102 Limited (Co Regn No 07511484)
409	Land and buildings on the west side of Mauldeth Road, Stockport.	GM966623	RMB 102 Limited (Co Regn No 07511484)
410	Butts Centre, Butts Road, Walsall (WS4 2AY)	WM789238	RMB 102 Limited (Co Regn No 07511484)
411	295 and 297 Bramhall Lane, Davenport, (SK3 8TA)	GM600219	RMB 102 Limited (Co Regn No 07511484)
412	27 Great Georges Road, Liverpool (L22 1RA)	MS191647	RMB 102 Limited (Co Regn No 07511484)
413	1 to 14 St James Place, Norton Green Lane, Norton Canes, Cannock	SF477483	RMB 102 Limited (Co Regn No 07511484)
414	Land on the west side of Tibbott Walk, Bristol (BS14 8DR)	BL88043	RMB 102 Limited (Co Regn No 07511484)
415	98-102 Sussex Street, Winchester (SO23 8TH)	HP575323	RMB 102 Limited (Co Regn No 07511484)
416	121 Beech Road, Chorlton-cum-Hardy	GM171136	RMB 102 Limited (Co Regn No 07511484)
417	2 Summer Cottages, Beech Road, Chorlton-cum-Hardy	LA354494	RMB 102 Limited (Co Regn No 07511484)
418	1 and 2 Summer Cottages, Beech Road, Chorlton-cum-Hardy	LA45795	RMB 102 Limited (Co Regn No 07511484)
419	123 and 125 Beech Road, Chorlton-cum-Hardy, Manchester (M21 9EQ)	LA301444	RMB 102 Limited (Co Regn No 07511484)
420	Four Wynds Transport Cafe, Cannock Road, Heath Hayes, Cannock (WS12 3HG)	SF497380	RMB 102 Limited (Co Regn No 07511484)

## EXECUTION VERSION

	Property description	Freehold title number	Proprietor
421	Four Wynds, Cannock Road, Heath Hayes, Cannock (WS12 3HG)	SF484427	RMB 102 Limited (Co Regn No 07511484)
422	Land on the north east side of Lawns Inn, Church Road, Yate, Bristol (BS37 5BG)	GR240731	RMB 102 Limited (Co Regn No 07511484)
423	The Stocks, Rectory Lane, Lymm	CH340448	RMB 102 Limited (Co Regn No 07511484)
424	Land lying to the east of Winton Avenue, Audenshaw, Manchester	GM920634	RMB 102 Limited (Co Regn No 07511484)
425	Land at the back of 83-89 William Street, Swindon	WT248425	RMB 102 Limited (Co Regn No 07511484)
426	5 Walmer Road, Liverpool (L22 5NL)	MS324371	RMB 102 Limited (Co Regn No 07511484)
427	236 Winchester Road, Southampton (SO16 6TL)	HP145143	RMB 102 Limited (Co Regn No 07511484)
428	The Sycamores, The Elms, The Beeches, The Cedars & The Firs, Warford Park, Faulkners Lane, Mobberley, Knutsford	CH456587	RMB 102 Limited (Co Regn No 07511484)
429	29-39 (odd), The Hollies, Cheslyn Hay, Walsall (WS6 7BF)	SF583038	RMB 102 Limited (Co Regn No 07511484)
430	2/4 Acre Road, Merton, (SW19 2AJ)	TGL75039	Ael T101 Limited (Co Regn No 02842265)
431	Land on the west side of 16 The Causeway, Staines (TW18 3AP)	SY601902	Ael T101 Limited (Co Regn No 02842265)
432	1-18 Blenheim Court, Avenue Road, Staines (TW18 3AV)	SY581836	Ael T101 Limited (Co Regn No 02842265)
433	Braeburn Court, Kingston Road, Staines, (TW18 1BU)	SY438833	Ael T101 Limited (Co Regn No 02842265)
434	59 and 61 New Road, Feltham, (TW14 8HR)	MX145184	Ael T101 Limited (Co Regn No 02842265)
435	Land on the South West side of Cox Lane, Ewell	SY271180	Ael T101 Limited (Co Regn No 02842265)
436	Dolphins Hotel, 10 and 11 Western Parade, Southsea (PO5 3JF)	HP135944	Ael T101 Limited (Co Regn No 02842265)
437	Duncan Court, Sweeps Ditch Close, Laleham	SY630724	Ael T101 Limited (Co Regn No 02842265)
438	Duncan Court, Sweeps Ditch Close, Laleham (TW18 2RS)	SY504682	Ael T101 Limited (Co Regn No 02842265)
439	8 Milton Road, Bournemouth, (BH8 8LP)	DT261862	Ael T101 Limited (Co Regn No 02842265)
440	Leigh Court, 198 Leigh Road, Eastleigh (SO50 9EQ)	HP231452	Ael T101 Limited (Co Regn No 02842265)
441	41 Lothair Road South, Hornsey, London (N4 1EN)	NGL22012	Ael T101 Limited (Co Regn No 02842265)
442	1-8 Mill View Court, Roxwell (CM1 4YY)	EX455456	Ael T101 Limited (Co Regn No 02842265)

	Property description	Freehold title number	Proprietor
443	73 Oakington Manor Drive, Wembley, (HA9 6LX)	NGL694530	Ael T101 Limited (Co Regn No 02842265)
444	48 and 49 Oxford Street and 23 and 24 Queens Terrace, Southampton	HP564930	Ael T101 Limited (Co Regn No 02842265)
445	9-16 Pilsdon Close, Beaminster, (DT8 3DF)	DT287312	Ael T101 Limited (Co Regn No 02842265)
446	The Industrial Health Centre, Twyford Abbey Road, Park Royal, (NW10 7RJ)	NGL528155	Ael T101 Limited (Co Regn No 02842265)
447	21 Riverside Place, Stanwell (TW19 7LP)	SY401322	Ael T101 Limited (Co Regn No 02842265)
448	19 Riverside Place, Stanwell (TW19 7LP)	SY635077	Ael T101 Limited (Co Regn No 02842265)
449	17 Riverside Place, Stanwell (TW19 7LP)	SY635076	Ael T101 Limited (Co Regn No 02842265)
450	30 and 30a Somerset Road, Bournemouth (BH7 6JH)	DT45095	Ael T101 Limited (Co Regn No 02842265)
451	24 St Anne's Road, Southampton (SO19 9FF)	HP179597	Ael T101 Limited (Co Regn No 02842265)
452	Land on the east side of Tavistock Road	SGL389138	Ael T101 Limited (Co Regn No 02842265)
453	17 Virginia Road, Bethnal Green, (E2 7NF)	LN90481	Ael T101 Limited (Co Regn No 02842265)
454	Almonry Court, Battle	ESX208979	Ael T101 Limited (Co Regn No 02842265)
455	40 St Helens Park Road, Hastings and adjoining land	HT25743	Ael T101 Limited (Co Regn No 02842265)
456	5 to 8 and 13 to 25 Acre Lane, Droitwich (WR9 9BE)	WR123420	RMB 102 Limited (Co Regn No 07511484)
457	33 Albert Road, Worcester and garages (WR5 1EB)	HW82795	RMB 102 Limited (Co Regn No 07511484)
458	Land on the South West side of Albert Road	HW65173	RMB 102 Limited (Co Regn No 07511484)
459	land having a width of One foot or thereabouts on the West Side of Albert Road	HW69938	RMB 102 Limited (Co Regn No 07511484)
460	69 Alexandra Road, Poole (BH14 9EL)	DT63352	RMB 102 Limited (Co Regn No 07511484)
461	46 Amherst Road, Bexhill- On-Sea (TN40 1QW)	SX136372	RMB 102 Limited (Co Regn No 07511484)
462	Land at West Quay Road, Poole	DT332842	RMB 102 Limited (Co Regn No 07511484)
463	Land on the East side of Lumb Brook Road, Appleton Thorn	CH387227	RMB 102 Limited (Co Regn No 07511484)
464	Ashley Court, 274 Ashley Road, Poole (BH14 9BZ)	DT342819	RMB 102 Limited (Co Regn No 07511484)
465	58 Atherley Road, Southampton (SO15 5DS)	HP670820	RMB 102 Limited (Co Regn No 07511484)
466	Land on the north side of 94 Hednesford Road, Heath Hayes, Cannock (WS12 3EA)	SF494533	RMB 102 Limited (Co Regn No 07511484)
467	Badgers Court, 92 Hednesford Road, Heath Hayes, Cannock Chase, Staffordshire (WS12 3EA)	SF249363	RMB 102 Limited (Co Regn No 07511484)
468	33 to 39 (odd) and 47 Belwell Lane, Four Oaks, Sutton Coldfield (B74 4AJ)	WM91410	RMB 102 Limited (Co Regn No 07511484)
469	Land and building on the north side of New Rowley Road, Dudley	WM135216	RMB 102 Limited (Co Regn No 07511484)
470	Land and buildings adjoining Heaps Farm, Mottram Old Road, Stalybridge	GM175496	RMB 102 Limited (Co Regn. No 07511484)

	Property description	Freehold title number	Proprietor
471	24a Branksome Wood Road, Bournemouth (BH4 9JX)	DT61279	RMB 102 Limited (Co Regn No 07511484)
472	11 Salisbury Road, Farnborough (GU14 7AN)	HP616708	RMB 102 Limited (Co Regn No 07511484)
473	191-201 (odd numbers only) and 191A-201A (odd numbers only) Carlton Avenue, Westcliff-on-Sea (SS0 0QH)	EX227937	RMB 102 Limited (Co Regn No 07511484)
474	175-189 (odd numbers only) and 175A - 189A (odd numbers only) Carlton Avenue, Westcliff-on-Sea (SS0 0QH)	EX1979	RMB 102 Limited (Co Regn No 07511484)
475	Land on the Western side of Clare Road, Sutton In Ashfield	NT439803	RMB 102 Limited (Co Regn No 07511484)
476	57 Stour Road, Christchurch, Dorset (BH23 1LN)	DT115557	RMB 102 Limited (Co Regn No 07511484)
477	Land adjoining Eastbury Lodge, 48 Surrey Road, Bournemouth	DT209302	RMB 102 Limited (Co Regn No 07511484)
478	Eastbury Lodge, 48 Surrey Road, Westbourne, Bournemouth (BH4 9HT)	DT103376	RMB 102 Limited (Co Regn No 07511484)
479	5a Wimborne Road, Bournemouth (BH2 6LX)	DT319326	RMB 102 Limited (Co Regn No 07511484)
480	Dennison, Cloudeley Road, St Leonards on Sea, (TN37 6JW)	ESX40064	RMB 102 Limited (Co Regn No 07511484)
481	9-12, 14-18, 28-50 Dennington Court, Dudley and parking spaces (DY1 2RW)	WM956926	RMB 102 Limited (Co Regn No 07511484)
482	Elizabeth Court, Elizabeth Avenue, Droitwich (WR9 8QH)	WR123383	RMB 102 Limited (Co Regn No 07511484)
483	Fern Bank Farm, Stockport Road, Hyde	GM789171	RMB 102 Limited (Co Regn No 07511484)
484	Land lying to the South of Field View Close, Exhall, Nuneaton	WK19470	RMB 102 Limited (Co Regn No 07511484)
485	Field View Close, Exhall, Nuneaton	WK244045	RMB 102 Limited (Co Regn No 07511484)
486	Fitzhardinge House, Tailors Court, Bnsto (BS1 2EY)	BL29854	RMB 102 Limited (Co Regn No 07511484)
487	101 and 102 Palace Road, Bromley (BR1 3JX)	SGL693409	RMB 102 Limited (Co Regn No 07511484)
488	Glencathara House, 14-16 Glencathara Road, Bognar Regis, (P021 2SF)	WSX22380	RMB 102 Limited (Co Regn No 07511484)
489	5 Glen Fern Road, Bournemouth (BH1 2LU)	DT293109	RMB 102 Limited (Co Regn No 07511484)
490	6 Glen Road, Bournemouth (BH5 1HR)	DT55924	RMB 102 Limited (Co Regn No 07511484)
491	Golate Court, Elgin House, St Mary Street, Cardiff	WA125851	RMB 102 Limited (Co Regn No 07511484)
492	Land on the South Side of Osborne Road, Hyde	GM771148	RMB 102 Limited (Co Regn No 07511484)
493	1 Fore Hamlet, 2, 4 and 6 Back Hamlet, Ipswich	SK232184	RMB 102 Limited (Co Regn No 07511484)
494	Haswell Lodge, 8 Woodland Avenue, Boscombe, Bournemouth (BH5 2DJ)	DT61431	RMB 102 Limited (Co Regn No 07511484)
495	127/129 High Street, Poole BH15 1AN	DT36372	RMB 102 Limited (Co Regn No 07511484)
496	Land at Hope Street and Water Street, Old Glossop.	DY277213	RMB 102 Limited (Co Regn No 07511484)
497	Hob Hill Farm, Hague Street, Glossop (SK13 8LW)	DY279389	RMB 102 Limited (Co Regn No 07511484)

	Property description	Freehold title number	Proprietor
498	Lanchester Gardens, Shrewsbury Road, Worksop	NT408484	RMB 102 Limited (Co Regn No 07511484)
499	3 Laton Road, Hastings (TN34 2ET)	HT2279	RMB 102 Limited (Co Regn No 07511484)
500	46 Magdalen Road, St Leonards-On-Sea (TN37 6EU)	HT2221	RMB 102 Limited (Co Regn No 07511484)
501	16 Percy Road, Bournemouth (BH5 1JF)	DT50653	RMB 102 Limited (Co Regn No 07511484)
502	45 Sea View Road, Parkstone, Poole (BH12 3LP)	DT282340	RMB 102 Limited (Co Regn No 07511484)
503	Land at Metchley Drive, Harborne, Birmingham	WM848476	RMB 102 Limited (Co Regn No 07511484)
504	2 Walnut Tree Close, Guildford (GU1 4UW)	SY147179	RMB 102 Limited (Co Regn No 07511484)
505	Molvic Court, 2a Beckenham Road, Beckenham (BR3 4UE)	SGL648553	RMB 102 Limited (Co Regn No 07511484)
506	66 Mount Pleasant, Liverpool (L3 5SD)	MS560508	RMB 102 Limited (Co Regn No 07511484)
507	27 Mulroy Road, Sutton Coldfield (B74 2QA)	WM374805	RMB 102 Limited (Co Regn No 07511484)
508	20-22 Newington Green, London (N16 9PU)	NGL835985	RMB 102 Limited (Co Regn No 07511484)
509	Land at Wolseley Road, Rugeley	SF504954	RMB 102 Limited (Co Regn No 07511484)
510	Land at Oxford Street, Southampton (SO14 3BW)	HP640893	RMB 102 Limited (Co Regn No 07511484)
511	198-202 Bath Road, Worcester (WRS 3EQ)	WR87453	RMB 102 Limited (Co Regn No 07511484)
512	18 and 20 Church Road, Bournemouth (BH6 4AT)	DT340521	RMB 102 Limited (Co Regn No 07511484)
513	29 Pelham Road, London (SW19 1SU)	SGL255947	RMB 102 Limited (Co Regn No 07511484)
514	Land and buildings on the south side of Penbury Street, Worcester	HW127643	RMB 102 Limited (Co Regn No 07511484)
515	Pool Meadow House, Pool Meadow Close, Solihull (B91 3HS)	WM389865	RMB 102 Limited (Co Regn No 07511484)
516	70 and 72 Portsmouth Road, Southampton (SO19 9AN)	HP441023	RMB 102 Limited (Co Regn No 07511484)
517	4 St Peters Road, Poole (BH14 0PA)	DT367659	RMB 102 Limited (Co Regn No 07511484)
518	1 Quarry Crescent, Hastings (TN34 3SD)	HT2198	RMB 102 Limited (Co Regn No 07511484)
519	66 to 74 (even), Dock Road, Tilbury (RM18 7BX)	EX716574	RMB 102 Limited (Co Regn No 07511484)
520	Land at London Road, Kings Worthy, Winchester	HP663154	RMB 102 Limited (Co Regn No 07511484)
521	38 Sandecotes Road, Poole (BH14 8PA)	DT47997	RMB 102 Limited (Co Regn No. 07511484)
522	Sealock Warehouse, Burt Street, Cardiff (CF10 5FZ)	WA125101	RMB 102 Limited (Co Regn No 07511484)
523	Land at the rear of 27 - 29 Radcliffe New Road, Radcliffe	GM968026	RMB 102 Limited (Co Regn No 07511484)
524	4 Snowdon Road, Westbourne, Bournemouth (BH4 9HL)	HP24209	RMB 102 Limited (Co Regn No 07511484)
525	Beechwood House, 1a South Road, Southampton (SO17 2JA)	HP498657	RMB 102 Limited (Co Regn No 07511484)
526	Land and buildings on the north-west side of Tackleway and the north-east side of Crown Lane	ESX19834	RMB 102 Limited (Co Regn No 07511484)

	Property description	Freehold title number	Proprietor
527	39 All Saints Street, Hastings	HT6889	RMB 102 Limited (Co Regn No 07511484)
528	Land on the south east side of All Saints Street, Hastings	HT20984	RMB 102 Limited (Co Regn No 07511484)
529	The Selbourne Inn, 61 Selbourne Road, Dudley (DY2 8LB)	SF49937	RMB 102 Limited (Co Regn No 07511484)
530	Land adjoining Eastbury Lodge, 48 Surrey Road, Bournemouth	DT209302	RMB 102 Limited (Co Regn No 07511484)
531	Land on the south side of Avon Close, Bournemouth (BH8 8SB)	DT357679	RMB 102 Limited (Co Regn No 07511484)
532	28-32 Studland Road, Bournemouth (BH4 8JA)	DT148648	RMB 102 Limited (Co Regn No 07511484)
533	Land on the north side of Church Street, Tintwistle, Glossop	DY278897	RMB 102 Limited (Co Regn No 07511484)
534	27 Tower Road, St. Leonards-On-Sea (TN37 6JE)	HT13546	RMB 102 Limited (Co Regn No 07511484)
535	Vespasian Court, Vespasian Road, Southampton (SO18 1AZ)	HP145848	RMB 102 Limited (Co Regn No 07511484)
536	Victory Court, 18 Lowther Road, Bournemouth (BH8 8NG)	DT80666	RMB 102 Limited (Co Regn No 07511484)
537	Vines Mews, Vine Lane, Droitwich	WR58905	RMB 102 Limited (Co Regn No 07511484)
538	115-129 (odd) Wansunt Road, Bexley (DA5 2DN)	SGL38884	RMB 102 Limited (Co Regn No 07511484)
539	1 to 9 (inclusive) Werneth Rise, Higham Lane, Hyde (SK14 5ND)	GM380951	RMB 102 Limited (Co Regn No 07511484)
540	158, 160 and 162 Westminster Bridge Road, London (SE1 7RW)	TGL30039	RMB 102 Limited (Co Regn No 07511484)
541	3 West View, Seaford (BN25 1JR)	ESX60079	RMB 102 Limited (Co Regn No 07511484)
542	128 Alscot Road, London (SE1 5SX)	224561	RMB 102 Limited (Co Regn No 07511484)
543	36-38 Wilton Road, Bexhill- On-Sea (TN40 1HX)	SX141293	RMB 102 Limited (Co Regn No 07511484)
544	18 Bohemia Road, St Leonards-On-Sea (TN37 6RB)	ESX111344	RMB 102 Limited (Co Regn No 07511484)
545	Land and buildings on the South side of Greenside Lane, Droylsden	GM259345	RMB 102 Limited (Co Regn No 07511484)
546	5 and 5a Ebery Grove, Portsmouth (PO3 6HG)	PM3890	RMB 102 Limited (Co Regn No 07511484)
547	Golate Court, Elgin House, St Mary Street, Cardiff	WA125851	RMB 102 Limited (Co Regn No 07511484)
548	28 Goldsmith Avenue, Southsea (PO4 8QT)	HP369937	RMB 102 Limited (Co Regn No 07511484)
549	Orchard House, Royal Hampshire County Hospital, Sparkford Road, Winchester (SO22 4NW)	HP678943	RMB 102 Limited (Co Regn No 07511484)
550	Land and buildings on the north-east side of Hill Street, Hyde	GM145981	RMB 102 Limited (Co Regn No 07511484)
551	Land lying to the south east of Hill Street, Hyde	GM600057	RMB 102 Limited (Co Regn No 07511484)
552	Land lying to the north east of Hill Street, Hyde	GM528502	RMB 102 Limited (Co Regn No 07511484)
553	Land lying to the North East of Hill Street, Hyde.	GM547328	RMB 102 Limited (Co Regn No 07511484)
554	1 Hill Street and 1 Nether Street, Gee Cross	GM617806	RMB 102 Limited (Co Regn No 07511484)
555	Land on the East side of Raglan Street, Barbourne, Worcester	HW68789	RMB 102 Limited (Co Regn No 07511484)

## EXECUTION VERSION

	Property description	Freehold title number	Proprietor
556	7B, 7C, 9A, 9B and 9C Raglan Court, Raglan Street, Barbourne, Worcester	HW67534	RMB 102 Limited (Co Regn No 07511484)
557	9 Stafford Road, Southsea (PO5 2AD)	HP400681	RMB 102 Limited (Co Regn No 07511484)
558	1 and 3 St Andrews Avenue, Droylsden	GM403250	RMB 102 Limited (Co Regn No 07511484)
559	39 Stride Avenue, Portsmouth (PO3 6HN)	HP371533	RMB 102 Limited (Co Regn No 07511484)
560	Carlton Grange, 28 Braidley Road, Bournemouth (BH2 6JX)	DT126636	RMB 102 Limited (Co Regn No 07511484)
561	Land at Salt Works Lane, Weston, Stafford	SF581880	E & J Ground Rents No 10 Limited (Co Regn No 07971689)
562	8-118 (even), 19, and 39-53 (odd) Brett Young Close, Halesowen (B63 3BJ)	MM7093	E & J Ground Rents No 10 Limited (Co Regn No 07971689)
563	53 to 59 (odd), Harris Croft, Wem, Shrewsbury (SY4 5DU)	SL217925	E & J Ground Rents No 10 Limited (Co Regn No 07971689)
564	1 to 12 (inclusive) Knights Road, 5, 11, 12, 13, 17, 18, 19 and 25 Templar Drive and 32 The Bndleway, Nuneaton and garages and parking spaces	WK465081	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
565	7, 9, 11 and 15 Rough Brook Road, Rushall, Walsall (WS4 1EW)	MM7091	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
566	32 to 43 (inclusive) and 50 to 61 (inclusive) Summerton Road, Oldbury (B69 2GF)	MM7225	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
567	Land at Trafalgar Way and Victory Close, Lichfield	SF581861	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
568	57, 63, 79 and 85 to 127 (Odd) Swan Lane, 2-72 (Even) and 7 to 11 (Odd), 15 to 19 (Odd) Thackhall Street, 1 to 12, 14 to 41, 48, 51 to 94, 100, 109 to 111, 116, 119 and 125 to 152 Signet Square, Coventry	MM7102	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
569	2 to 24 (even), 50, 52, 84, 94, 95, 96, 107, 118, 119, 120, 122, 123, 124, 125, 138, 154, 170, and 177 Foss Road, 12 and 14 Dee Close, 4, 16, 18 and 20 Hull Street and 7, 9 and 10 Nothill Road, Hilton, Derby	DY469003	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
570	32 to 50 (Even), 51, 52 to 56 (Even) Tame Street, West Bromwich and garages 47 and 49 (B70 0QP)	MM7105	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
571	207 to 223 (Odd) Redhill Road and 24 to 32 (Even) Grange Walk, Northfield, Birmingham	MM7092	E & J GROUND RENTS NO 10 LIMITED (Co Regn No 7971689)
572	1-7 (odd) 10, 26 and 36 Sanders Way, Lichfield and Garages, Sanders Way, Lichfield	SF581876	E & J GROUND RENTS NO 10 LIMITED (Co Regn No 07971689)
573	63 To 65 Ellards Drive, Wolverhampton (WV11 3ST)	MM7095	E & J GROUND RENTS NO 10 LIMITED (Co Regn No 7971689)
574	1-7 (odd), Parolles Close, Heathcote, Warwick (CV34 6GL)	WK465080	E & J GROUND RENTS NO 10 LIMITED (Co Regn No 07971689)
575	56, 61, 63 and 67 Hawkswell Drive, Willenhall	MM7097	E & J GROUND RENTS NO 10 LIMITED (Co Regn No 7971689)

	Property description	Freehold title number	Proprietor
576	17 Swinburne Street, Derby (DE1 2HL)	DY41488	E&J GROUND RENTS NO 10 LIMITED (Co Regn No 7971689)
577	46 Nowell Road, Oxford (OX4 4TA)	ON69265	E & J GROUND RENTS NO 10 LIMITED (Co Regn No 07971689)
578	5, 5A, 7 and 11 Mortimer Road, 1A Clinton Close and land on the north side of Nowell Road, Oxford	ON281141	E & J Ground Rents No 10 Limited (Co Regn No 07971689)
579	Greensleeves, Tiergarten, Sherwood, Lyndhurst, Tallis and Wayside, Old Forest Road, Winnersh (RG41 1HY)	BK117530	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
580	Common parts and grounds 25-43 Kirby Drive, Bramley, Tadley (RG26 5EQ)	HP757863	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
581	Land and buildings lying to the North West side of Mill Lane, Stony Stratford	BM92203	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
582	9-12, 14-17 Monroe Gardens, Plymouth (PL3 4GY)	DN631212	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
583	8-14 (excluding No 13), St Martins Court, Liskeard (PL14 3FD)	CL296934	E & J Ground Rents No 10 Limited (Co Regn No 07971689)
584	Land and buildings on the west side of Moorlands Avenue and on the north side of Roseland Road, Kenilworth	WK315827	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
585	Fowgay Hall, Dingle Lane, Solihull (B91 3PB)	WK141423	E & J Ground Rents No 10 Limited (Co Regn No 7971689)
586	2 to 12 (evens) Whitehaven Way, Plymouth PL6 6BJ and 265A to 265F (inclusive) Clifton Road, Plymouth PL6 6FD	DN642293	E & J GROUND RENTS NO 10 LIMITED (Co Regn No 07971689)
587	Land lying to the southwest of Pavilion Rise, Duporth, St Austell	CL304257	E & J GROUND RENTS NO 10 LIMITED (Co Regn No 07971689)
588	1 to 14 (inclusive) Wykford Place, 130 Worplesdon Road, Guildford (GU2 9AL)	SY537049	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
589	Land on the north-west side of New Cross Road, Guildford	SY434427	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
590	Land adjoining 128 Worplesdon Road, Guildford	SY248562	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
591	Hollymount House, St Marys Way, Rawtenstall (BB4 8FP)	LAN50972	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
592	5-9-10-11-12-13-14 Ffordd Maendy, 2-3-6-48-54 Heol Bryncethin, 12-14 Rhodfa Brynmenyn and 68 Clos Tyn Y Coed	CYM579607	E & J Ground Rents No4 LLP (Co Regn No OC369486)
593	Land at Old Place, Boston Road, Sleaford	LL300197	ALDINGBOURNE ESTATES LLP (LLP Regn No OC344636)
594	Land at Orchard Close, Sleaford	LL300199	ALDINGBOURNE ESTATES LLP (LLP Regn No OC344636)
595	10 Cranemore, Werrington, Peterborough PE4 5AJ	CB53288	ALDINGBOURNE ESTATES LLP (LLP Regn No OC344636)
596	11 Cranemore, Werrington and parking Space PE4 5AJ	CB53287	ALDINGBOURNE ESTATES LLP (LLP Regn No OC344636)

	Property description	Freehold title number	Proprietor
597	1 Aston Close, Abingdon	ON178862	Ael T101 Limited (Co Regn No 02842265)
598	8 Acland Road, Charminster, Bournemouth BH9 1JJ	DT104181	Ael T101 Limited (Co Regn No 02842265)
599	61-63 Adelaide Road, Southampton SO17 2HU	HP492659	Ael T101 Limited (Co Regn No 02842265)
600	Carnarvon Flats, St Pirans Road, Newquay, TR7 2JY	CL40698	Ael T101 Limited (Co Regn No 02842265)
601	24 to 30A (even numbers) Dean Point, White Lund Road, Morecambe	LA750443	Ael T101 Limited (Co Regn No 02842265)
602	Land on the east side of Weston Lane, Southampton	HP172628	Ael T101 Limited (Co Regn No 02842265)
603	120, 120A, 120B and 120C Eldon Street and 54, 54A, 54B and 54C Greenbank Street and Garages 1 to 10 and garage spaces 11, 12 and 13	LA392776	Ael T101 Limited (Co Regn No 02842265)
604	25 Jubilee Road	BL16718	Ael T101 Limited (Co Regn No 02842265)
605	31 Manor Road South, Woolston	HP277226	Ael T101 Limited (Co Regn No 02842265)
606	71 The Bourne, Hastings TN34 3BD	ESX122042	Ael T101 Limited (Co Regn No 02842265)
607	6 North Walls	HP358843	Ael T101 Limited (Co Regn No 02842265)
608	44 and 45 Palace Grove	SGL580074	Ael T101 Limited (Co Regn No 02842265)
609	Pipers Court, 8 South Bank, Surbiton KT6 6DB	SGL270537	Ael T101 Limited (Co Regn No 02842265)
610	10, 10a, 12 and 12a Sholing Road, Southampton	HP204927	Ael T101 Limited (Co Regn No 02842265)
611	1 to 20 Sonia Court, Sonia Gardens, Heston	MX356751	Ael T101 Limited (Co Regn No 02842265)
612	70 and 70A Stanfield Road, Winton, Bournemouth	DT94150	Ael T101 Limited (Co Regn No 02842265)
613	The Grange, Grange Road, Southampton SO16 6UW	HP376814	Ael T101 Limited (Co Regn No 02842265)
614	17 (odd), 9-24 (inclusive), 27 and 29 Brightside Road, 1-6 (inclusive), 8-12 (inclusive) and 15-26 (inclusive) Longshaw Close and 2 Dark Wood Close, Manchester	MAN221292	E & J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
615	Union Lodge And Pavilion, Marshall Crescent, Stourbridge (DY8 5TA)	MM32070	Ael T101 Limited (Co Regn No 02842265)
616	Land at Parc Tyn Y Coed, Bridgend	CYM553237	E & J GROUND RENTS NO4 LLP (LLP Regn No OC369486)
617	2-12 Samuel Bassett Avenue, Plymouth (PL6 6FL), Flats 1-6, 1 Lulworth Drive, Plymouth (PL6 7DT) and parking spaces	DN646808	E & J Ground Rents No 10 Limited (Co Regn No 07971689)
618	Land at Caspian Way and Caspian Close, Purfleet	EX841862	Bellway III Limited (Co Regn No 05747106)  Name has now changed to E&J Ground Rent No 1 Limited
619	Land on the south side of Pembroke Road, Ruimsip	AGL221876	E&J GROUND RENTS NO5 LLP (LLP Regn No OC377976)

	Property description	Freehold title number	Proprietor
620	1 and 5-25A (odd) Whirley Road (SK10 3JW), 1-11 (odd), 17-23 (odd), 27-37 (odd), 2-18 (even), 22-28 (even) 32 and 40 Jasmine Avenue (SK10 3GH), 1-11 (odd), 2-12 (even) and 16 Blueberry Way (SK10 3GS), 3, 5-11 (odd), 15-21 (odd), 2-10 (even), 14-24 (even) Wallbrook Avenue and Apartments 1-10 (inclusive) at 12 Wallbrook Avenue, 5, 9 and 11 (odds) and 4-12 (even) Heyden Close and Apartments 1-10 at 14 Heyden Close, Apartments 1-10, 16 Heyden Close SK10 3GJ	CH626340	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
621	Land and buildings on the North Side of Fitzherbert Road, Portsmouth	HP483449	E&J GROUND RENTS NO 3 LLP (Co Regn No OC360128)
622	Land at North Hyde Lane, Southall	AGL250436	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
623	William Court, 36 Chalfont Road, London SE25 4FG and Robinson Court, 19 Chalfont Road, London SE25 4FB	SGL745401	E&J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
624	1-8 Condor House, Elliotts Way, Chatham ME4 8BQ	TT24587	E&J Ground Rents No 10 Limited (Co Regn No 07971689)
625	Riverside Court, 220 Tuckton Road, Southbourne, Bournemouth BH6 3AA	DT408537	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
626	Finlay Court, Commonwealth Drive, Three Bridges, Crawley and land to the south west of Finlay Court, RH10 1AJ	WSX363854	E&J Ground Rents No 5 LLP (LLP Regn No OC377976)
627	Apartments 1-21 (excluding 13), 2 Bell Barn Road, Birmingham B15 2DJ, Apartments 1-21 (excluding 13), 10 Bell Barn Road, Birmingham B15 2DH, Apartments 1-21 (excluding 13), 20 Bell Barn Road, Birmingham B15 2BD, Apartments 1-21 (excluding 13), 28 Bell Barn Road, Birmingham B15 2DA	MM36369	E&J GR No 5 Limited (Co Regn No 05777259)
628	1 and 3 Hovey Close, 1,3 and 4 Hopol Drive, 1-3 Lawnhurst Close, 2, 4, 8, 11, 15, 17, 18 and 21 Meadowbank Avenue, Sandbach	CH626349	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
629	11-27 (odd) and land at Cumberlow Lodge, Chalfont Road, South Norwood, London SE25 4AA	SGL673188	E&J Ground Rents No 5 LLP (LLP Regn No OC377976)
630	The Depot, Electric Wharf, Sandy Lane, Coventry	MM37161	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
631	52 to 116 (even) and Commercial Units 1 to 4 Braymere Road, Hampton Centre, Peterborough (PE7 8NB)	CB389461	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
632	Land on the north side of College Street, South Hampton	HP687936	E&J Ground Rents No 5 LLP (LLP Regn No OC377976)
633	1-17 (odd) Chiltern Road 91-109 (odd) Roman Road, Corby	NN323629	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
634	Land on the south-west side of Santa Rosa Boulevard, Great Sankey, Warrington	CH630041	E & J GROUND RENTS NO6 LLP (LLP Regn No OC383340)
635	14 - 24 (even), 54-68 (even), 94-104 (even) and Garage 59G, Talmead Road, Herne Bay (CT6 6NW)	TT25552	E&J GROUND RENTS NO 10 LIMITED (Co Regn No 7971689)
636	5-9 (odd), Lawn Close, Stoke Gifford, Bristol and 30-48 (even) Long Down Avenue, Stoke Gifford and Garages	GR383988	E & J GROUND RENTS NO 10 LIMITED (Co Regn No. 7971689)

	Property description	Freehold title number	Proprietor
637	Land on the east side of Oklahoma Boulevard, Great Sankey, Warrington	CH634434	E & J Ground Rents No 11 Llp (LLP Regn No OC394818)
638	10-12 Pall Mall, Liverpool (L3 6AL)	MS244572	E&J Ground Rents No 11 LLP (LLP Regn No 394818)
639	27 and 29 New Street, Mold (CH7 1NY)	CYM168666	E & J Ground Rents No 11 LLP (LLP Regn No OC394818)
640	Land on the North Side of Chapel Street, Salford	MAN47479	E&J Ground Rents No 11 LLP (LLP Regn No OC394818)
641	333 and 339 Birmingham Road, 1 - 7 (inc) Lattimore Road, 1 - 7 (inc) Marsh Lane, 3, 6, 34 - 40 (inc) (even), 120 - 130 (inc) (even), 153 - 179 (inc) (odd) St Peters Way, associated garages, parking spaces & common parts and land at The Avenue, Stratford-upon-Avon	WK474885	E&J Ground Rents No 9 Limited (Co Regn No 09088427)
642	92 to 104 (even), High Street, Yiewsley, West Drayton (UB7 7DU)	AGL187597	E&J Ground Rents No 9 Limited (Co Regn No 09088427)
643	101 to 113 (odd) Chieftain Way, Cambridge (CB4 2EF), 23 to 27 (odd) Circus Drive, Cambridge (CB4 2BT), 78 to 86 (even) Central Avenue, Cambridge (CB4 2BS), 22 Rosehip Road, Cambridge (CB4 2BW) and land at Rosehip Road, Cambridge	CB395039	E&J Ground Rents No 9 Limited (Co Regn No 09088427)
644	1 to 11 (odd) Topper Street, Cambridge (CB4 2WL) and 2, 7 to 21 (odd) Chambers Drive, Cambridge (CB4 2GP) and 34 to 44 (even) Chieftain Way, Cambridge (CB4 2WR) and parking spaces	CB395038	E&J Ground Rents No 9 Limited (Co Regn No 09088427)
645	54 to 68 (even), Sir Frank Williams Avenue, Didcot (OX11 6AS) and 2 Sandpiper Walk, Didcot (OX11 6BB)	ON316635	E&J Ground Rents No 9 Limited (Co Regn No 09088427)
646	11 to 21 (odd) Ladbroke Grove, Monkston (MK10 9PL)	BM322125	Hotbed GR 2010A Limited (Co Regn No 6236593)
647	Hampden Hall, Wendover Road, Stoke Mandeville (HP22 5TB)	BM287081	Hotbed GR 2010a Limited (Co Regn No 6236593)
648	Parcel H38 Blunsdon St Andrew, Swindon	WT230061	Hotbed GR 2010A Limited (Co Regn No 6236593)
649	The CPC Warehouse, Horsenden Lane South, Pervale	NGL427322	Hotbed GR 2010A Limited (Co Regn No 6236593)
650	Buildings 9 and 10, Harbourside, Anchor Road, Bristol	BL124265	HB GR 2010B Limited (Co Regn No 05777725)
651	Blocks 11 and 12, Zone 1A North, Park Central, Attwood Green, Birmingham	WM858322	HB GR 2010B Limited (Co Regn No 05777725)
652	Block 13, Zone 1A South, Park Central, Attwood Green, Birmingham	WM863992	Hotbed GR 2010B Limited (Co Regn No 05777725)
653	Part of Block 14, Zone 1B, Park Central, Attwood Green, Birmingham	WM871995	HB GR 2010B Limited (Co Regn No 05777725)
654	11 and 15 Rickman Drive, Park Central	WM825205	HB GR 2010B Limited (Co Regn No 05777725)
655	33 and 37 Rickman Drive, Park Central	WM825206	HB GR 2010B Limited (Co Regn No 05777725)
656	63 and 67 Rickman Drive, Park Central	WM825204	HB GR 2010B Limited (Co Regn No 05777725)

	Property description	Freehold title number	Proprietor
657	93 and 97 Rickman Drive, Park Central	WM825203	HB GR 2010B Limited (Co Regn No 05777725)
658	Blocks 41 and 42 West Park Road South, Park Central, Attwood Green, Birmingham	WM894262	HB GR 2010B Limited (Co Regn No 05777725)
659	Block 53, Alfred Knight Way, Park Central, Attwood Green, Birmingham	WM899327	HB GR 2010B Limited (Co Regn No 05777725)
660	Block 54, Alfred Knight Way, Park Central, Birmingham	WM899950	HB GR 2010B Limited (Co Regn No 05777725)
661	Block 55, Alfred Knight Way, Park Central, Birmingham	WM899951	HR GR 2010B Limited (Co Regn No 05777725)
662	Blocks 61, 62, 63 and 64 Mason Way, Park Central, Attwood Green, Birmingham	WM906204	HB GR 2010B Limited (Co Regn No 05777725)
663	Block 79 Rickman Drive, Park Central, Attwood Green, Birmingham	WM879762	Hotbed GR 2010B Limited (Co Regn No 05777725)
664	46 and 48 Albert Road, Buckhurst Hill (IG9 6BH)	EX776784	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
665	Land on the north side of Bootham Terrace, York.	NYK129976	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
666	Braham Court, Blagrove Road, Teddington (TW11 0EG)	TGL351674	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
667	1-42 Bramley Court, 19 Orchard Grove, Orpington and Parking Spaces (BR6 BLX)	SGL725146	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
668	Land and buildings on the west side of Hough Lane, Bolton	GM826176	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
669	1-5 (inclusive) and 11 Waltham Road, Buckshaw Village, Chorley (PR7 7EE) 1-3 (odd), 9, 11, 13 and 2-14 (even) Bridgewater Drive, Buckshaw Village, Chorley (PR7 7EU) 3 and 4 Elstowe Close, Buckshaw Village (PR7 7EW) and 1, 3 and 4 Summerfield Walk Buckshaw Village Chorley (PR7 7EX)	LAN117663	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
670	30-46 (evens)(inclusive), Snowgoose Way, Newcastle (ST5 2GA)	SF569916	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)

	Property description	Freehold title number	Proprietor
671	4 6 8 10 88 Galingale View, and 5 7 9 15 21 33 35, 47 Snowgoose Way, Newcastle (ST5 2GA)	SF569917	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
672	Land on the north side of Dukinfield Road, Hyde	MAN171996	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
673	2 to 10 (even), 1 to 23 (odd) and 53 to 57 (odd) Clarendon Gardens, Bromley Cross, Bolton	MAN172002	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
674	Land and buildings on the Fairfield Hospital Site, Hitchin Road, Arlesey	BD229231	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
675	2 to 16 (even) Helmdon Road, 1 to 15 (odd) Quanton Road, Apartments 1 to 4, 29 Watkin Road, Apartments 9 to 40, 31 Watkin Road, Apartments 1 to 4, 33 Watkin Road, Apartments 1 to 4, 59 Watkin Road, Apartments 9 to 40, 61 Watkin Road and Apartments 1 to 4, 63 Watkin Road, Leicester	LT434624	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
676	1-7, 9-11, 14-15, 17-20, 22 and, 25-27 Fremont Place, and 3-5 (odd), Jefferson Drive, Great Sankey, Warrington (WA5 8GP)	CH601045	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
677	Land and buildings at Highcroft Hospital, Highcroft Road, Erdington, Birmingham (B23 6AU)	WM835227	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
678	1 - 8, Loxley House, Butlers Park Way, Strood, Rochester (ME2 2GN)	K976918	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
679	26-29 Marnell Close, Liverpool (L5 2AR)	MS580957	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
680	Mill Court, Henage Lane, Woking and parking spaces (GU22 BJY)	SY794782	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)

## EXECUTION VERSION

	<b>Property description</b>	<b>Freehold title number</b>	<b>Proprietor</b>
681	1 to 6 David Henderson Avenue, Ashford and 36 to 52 (even numbers) Sir Henry Brackenbury Road, Ashford	K976920	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 7313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 7314494)
682	The Old Maltings, Skerne Road, Driffield (Y025 6SF)	YEA32238	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
683	Land lying to the north of Cleeve Road, Leatherhead	SY743056	Hotbed General Partner (Groundrents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Groundrents 2010) Nominee Limited (Co Regn No 07314494)
684	2 to 7 (inclusive) Woodpecker Place and 4 to 9 (inclusive) Wren Gardens, Bracknell	BK442785	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 17313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
685	24-32 (even) and 37-47 (odd), Sandhills Court, Sandhills Lane, Virginia Water, land at Sandhills Court and land at Whitehill Place	SY793815	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
686	Garside Court and Mountstuart Court, Southcott Road, Teddington	TGL351675	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
687	Land at Watercolour, Redhill	SY796955	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
688	Land and buildings on the West side of High Street, Stevenage	HD189528	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
689	7, 9, 25, 27, 29 and 31 Tyldesley Way, Nantwich (CWS SUE)	CH607332	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
690	1-23 Vantage Point and 1-12 Shearwater Court, Stone, Dartford	K964927	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)

## EXECUTION VERSION

	Property description	Freehold title number	Proprietor
691	1 - 12, Shearwater Court, Waterstone Way, Stone, Dartford (DA9 9UB)	K982561	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
692	2 Brighton Grove, Rusholme, Manchester	LA263605	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
693	Land and buildings on the north side of Hatchlands Road, Redhill	SY727237	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
694	11-14 Doresa Close, Addiestone	SY792950	Hotbed General Partner (Ground Rents 2010 ) Limited (Co Regn No 07313540 ) And Hotbed General Partn Er (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
695	74, 76 & 80 Hotwell Road, Bristol (BS8 4UF)	BL62833	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
696	18-40 Pinewood Place, Dartford (DA2 7WQ)	K983259	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
697	Ramwells Court and Ramwells Mews, Windy Harbour Lane, Bromley Cross, Bolton	GM682953	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) And Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
698	Stand Old Hall, Ringley Road and land on the South side of Old Hall Lane	LA81165	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
699	Windiehurst Hall, Andrew Lane, Marple, Stockport.	GM380359	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494)
700	Byker Hall and Lawrence Court, Allendale Road, Newcastle Upon Tyne (NE6 2SB)	TY227567	E & J Ground Rents No 8 LLP (LLP Regn No OC386072)
701	Land lying on the North side of Barrack Road, Chnsthchurch	HP393013	Ashcorn Associates Limited (Co Regn. No 05655858)

## EXECUTION VERSION

	Property description	Freehold title number	Proprietor
702	Block B, Hornby II, Barrack Road, Christchurch, (BH23 1PU)	DT22848	Ashcorn Associates Limited (Co Regn No 05655858)
703	Northmoor Court, 2/4 Stocker Road, Aldwick, Bognor Regis (PO21 2AE)	WSX15523	Ashcorn Associates Limited (Co Regn No 05655858)
704	Denmark Lodge, 29 St Clements Avenue, Romford (RM3 0FH)	BGL107295	Ashcorn Associates Limited (Co Regn No 05655858)
705	5 to 10 (inclusive), Oddstones, Codmore Hill, Pulborough (RH20 1FS)	WSX369432	E&J Ground Rents No 9 Limited (Co Regn No 09088427)
706	1 To 11 (odd), Mead Lane, Uckfield (TN22 4AS)	ESX363668	E&J Ground Rents No 9 Limited (Co Regn No 09088427)
707	Flats 1 to 8 (inclusive) Edlingham House, Flats 1 to 12 (inclusive) Berwick House, Flats 1 to 8 (inclusive) Stirling House, Flats 1 to 8 (inclusive) Allerton House, Flats 1 to 9 (inclusive) Ravenscraig House, Flats 1 to 12 (inclusive) Audley House, Flats 1 to 9 (inclusive) Lydford House, Waratah Drive & Ravens Dene, Chislehurst	SGL755854	E&J Ground Rents No 9 Limited (Co Regn No 09088427)
708	7 To 12 (inclusive), The Alders, Billingshurst (RH14 9GU)	WSX369433	E&J Ground Rents No 9 Limited (Co Regn No 09088427)
709	21 to 67 (Odd) Addenbrooke's Road, Trumpington, Cambridge (CB2 9AS) and 21 to 27 (odd) Chaplen Street, Trumpington, Cambridge (CB2 9AT)	CB395048	E&J Ground Rents No11 LLP (LLP Regn No OC394818)
710	The Forbes Building, 1 to 27 (odd) Austin Drive, Trumpington, Cambridge (CB2 9BB)	CB395046	E&J Ground Rents No11 LLP (LLP Regn No OC394818)
711	Flat 2 to 20 (even), Pitman House, Vicarage Way, Trumpington, Cambridge (CB2 9NT)	CB395042	E&J Ground Rents No 11 LLP (LLP Regn No OC394818)
712	Flat 1 to 12, Palmer House, Harvest Road, Trumpington, Cambridge (CB2 9PG)	CB395051	E&J Ground Rents No 11 LLP (LLP Regn No OC394818)
713	Violet Court, Larch Place, Romford (RM3 0JL)	BGL109400	E&J Ground Rents No 11 LLP (LLP Regn No OC394818)
714	7, 9, 11, 17 to 21 (odd), 25 to 29 (odd), 27a and 35 Hawthorn Drive, 5, 26 and 27 to 31(odd) Willow Road, Thornton-Cleveleys	LAN159501	E & J Ground Rents No 11 LLP (LLP Regn No OC394818)
715	9 To 19 (odd) and 169 To 179 (odd), Outfield Crescent, Wokingham and parking spaces (RG40 2ET)	BK466994	E & J Ground Rents No 9 Limited (Co Regn No 09088427)
716	21 To 31 (odds) 69 To 85 (odds) 131 To 147 (odds), Outfield Crescent, Wokingham (RG40 2ET)	BK466107	E & J Ground Rents No 9 Limited (Co Regn No 09088427)
717	Flats 1 to 35 (inclusive) Cawthorne House, Flats 1 to 9 (inclusive) Taaffe House, Flats 1 to 18 (inclusive) Thomas House, Dyke Road, Brighton	ESX363691	E&J Ground Rents No 9 Limited (Co Regn No 09088427)
718	Land at Louisiana Drive, Great Sankey, Warrington	CH635100	E&J GROUND RENTS NO 11 LLP (LLP Regn No OC394818)
719	1 to 10 Bowfell Grove, Woolston, Warrington (WA1 4FT)	CH635114	E & J Ground Rents No 11 LLP (LLP Regn No OC394818)
720	315 and 317 Portswood Road, Southampton (SO17 2LD)	HP173258	E&J GROUND RENTS NO 11 LLP (Co Regn No 394818)
721	Cotton Mills	MAN224623	E & J Ground Rents No 11 LLP
722	Cotton Mills	MAN224619	E & J Ground Rents No 11 LLP

	Property description	Freehold title number	Proprietor
723	Regency Court	CH626339	E & J Ground Rents No 11 LLP
724	Kings Park, Harold Wood ((Phase 3a – N)	BGL109400	E&J Ground Rents No 11 LLP
725	Royal Alexander Quarter (Blanche House)	ESX365257	E&J Ground Rents No 9 Limited

**Leasehold Properties**

(Note: on the date hereof the registration of the transfer at the Land Registry relating to the property transferring to Ashcorn Associates Limited has not completed)

	Property description	Leasehold title number	Leasehold Proprietor
1	Land and buildings on the North side of Altrincham Road, Sharston, Manchester	MAN32061	E&J GR Properties No 2 Limited (Co Regn No 01514561)
2	Land in Great Bridgewater Street, Manchester	GM632889	E&J GR Properties No 2 Limited (Co Regn No 01514561)
3	82 Great Bridgewater Street, Manchester	GM423314	E&J GR Properties No 2 Limited (Co Regn No 01514561)
4	Land and buildings on the north side of Whitworth Street West, Manchester	GM574496	E&J GR Properties No 2 Limited (Co Regn No 01514561)
5	Land on the south side of Blantyre Street, Manchester	GM894540	E&J GR Properties No 2 Limited (Co Regn No 01514561)
6	Land at Greenbrow Road, Wythenshawe, Manchester	GM873864	E&J GR Properties No 2 Limited (Co Regn No 01514561)
7	Land and buildings on the north east side of Fairy Lane, Cheetwood, Manchester	GM914392	E&J GR Properties No 2 Limited (Co Regn No 01514561)
8	Land and buildings on the north side of Fairy Lane, Cheetwood, Manchester	GM949696	E&J GR Properties NO 2 Limited (Co Regn No 01514561)
9	Land and buildings on the north side of Fairy Lane, Cheetwood, Manchester	GM943576	E&J GR Properties NO 2 Limited (Co Regn No 01514561)
10	Land on the south west side of Fairy Lane, Cheetwood, Manchester	GM936660	E&J GR Properties NO 2 Limited (Co Regn No 01514561)
11	Part of Brentford Park House, Clayponds Lane, Brentford (TW8 0GT)	AGL289866	E&J Ground Rents NO3 LLP (LLP Regn No. OC360128)
12	72 Oakley Road, Southampton (SO16 4LG)	HP441805	E&J Ground Rents NO3 LLP (LLP Regn No OC360128)
13	Apartments G01 to G07, 101 to 107, 201 to 207, 301 to 307, 401 to 407, 501 to 506 and 601 to 606 (all inclusive) Golden Mile House, Clayponds Lane, Brentford (TW8 0GU)	AGL251515	E&J Ground Rents NO 3 LLP (Co Regn No OC360128)
14	Land lying to the South of Edgbaston Road, Edgbaston, Birmingham	WM855571	E & J GROUND RENTS NO 3 LLP (LLP Regn No OC360128)
15	Chrntabel, 106 Dalton Street, Collyhurst, Manchester (M40 7EH)	MAN14872	E&J 3US Limited (Co Regn No 04910714)
16	Emmeline, 17 Dalton Street, Manchester (M40 7EB)	MAN189551	E & J 3US Limited (Co Regn No 04910714)

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17	<p>10-38 (even) Kempster Gardens, Salford M7 1AD</p> <p>60-70 (even) Kempster Gardens, Salford M7 1AD</p> <p>7 and 9 Kempster Gardens, Salford M7 1AE</p> <p>39-45 (odd) Kempster Gardens, Salford M7 1AE</p> <p>51-63 (odd) Kempster Gardens, Salford M7 1AE</p>	MAN194828	E&J Ground Rents NO 4 LLP (LLP Regn No OC369486)
18	<p>40 to 46(even)Camp Street and 64 to 78(even)Camp Street, 12 to 16(even)Lord Street and 30 to 36(even)Lord Street and 44 Lord Street, 198 to 200(even)Lower Broughton Road and 226 to 228(even) Lower Broughton Road, Salford</p>	MAN194834	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
19	<p>The block of apartments known as 1-216 Peebles Court, 21 Whitestone Way, Croydon, including the Main Structure, the Undercroft Car Park and the Residential Units as more particularly described in the lease</p>	SGL732148	E&J Ground Rents No4 LLP (LLP Regn No OC369486)
20	<p>Flats G01, G02, 101 to 103, 201 to 203 and 301 to 303 Pyrene House, Great West Quarter, Great West Road, Brentford (TW8 0GR)</p>	AGL261080	E & J Ground Rents No 4 LLP (LLP Regn No OC369486)
21	<p>Land buildings on the east side of Severn Road, Gloucester</p>	GR270616	E & J Ground Rents No 4 LLP (Co Regn No OC369486)
22	<p>Burgoyne House, Ealing Road, Brentford (TW8 0GB)</p>	AGL290179	E & J Ground Rents No 5 LLP (LLP Regn No OC377976)
23	<p>6 to 10 (inc), 16 to 20 (inc), 26 to 30, 36 to 40 (inc), 46 to 50 (inc), 56 to 59 (inc), 64 to 67 (inc), and 71 to 73 (inc), Kennet House, 8 Enterprise Way, London (SW18 1GF)</p>	TGL384704	E&J Ground Rents No5 LLP (LLP Regn No OC377976)
24	<p>1 to 33 Avon House, 5 Enterprise Way, London (SW18 1GA)</p>	TGL383156	E&J Ground Rents No5 LLP (LLP Regn No OC377976)
25	<p>1 to 34 Severn House, 19 Enterprise Way, London (SW18 1GD)</p>	TGL383154	E&J Ground Rents No5 LLP (LLP Regn No OC377976)
26	<p>Land and Buildings on the North-East side of Graham Street, London</p>	NGL810410	E&J Ground Rents No5 LLP (LLP Regn No OC377976)
27	<p>Apartments 1-6 (inclusive)  103 Great Clowes Street, Apartments 1-6 (inclusive)  115 Great Clowes Street, Apartments 1-6 (inclusive)  2 Ornel Gardens, Apartments 1-6 (inclusive)  1 Whitsun Avenue, 109, 111 and 113 Great Clowes Street, 5 and 7 Ornel Gardens, 8-14 (even) Ornel Gardens, 1-11 (odd)</p>	MAN214381	E&J Ground Rents No 5 LLP (LLP Regn No OC377976)

	Sandringham Gardens 1-11 (odd) Hatton Gardens, 15-23 (odd) Hatton Gardens, 6-16 (even) Hatton Gardens, 30-34 (even) Hatton Gardens, 3 and 5 Whitsun Avenue, 12-18 (even) Whitsun Avenue, 11, 15, 17 and 19 Ascension Road, Salford		
28	The Gallery, 14 Plaza Boulevard, Liverpool	MS605829	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
29	Beecham House, Great West Quarter, Great West Road, Brentford, (TW8 0GS)	AGL293292	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
30	Land and Buildings at Scar Lane, Lipscombe Street and Market Street, Milnsbridge, Huddersfield.	WYK749320	E&J Ground Rents NO 6 LLP (LLP Regn No OC383340)
31	Commercial Mills, Savile Street, Huddersfield (HD3 4PG)	WYK749339	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
32	1, 2, 5, 6, 7, 8, 42, 44, 45, 46, 48 and 49 Mater Close and 27, 27C, 29, 29A, 29B and 29C Stopgate Lane, Walton, Liverpool	MS609557	E & J Ground Rents No 6 LLP (LLP Regn No OC383340)
33	Part of Kingsholme, Richmond Park Road, Bournemouth (BH8 8TW)	DT361191	RMB 102 Limited (Co Regn No 07511484)
34	Land and buildings on the south side of Campo Lane, Sheffield	SYK482262	RMB 102 Limited (Co Regn No 07511484)
35	Land on the South side of Campo Lane, Sheffield	SYK482296	RMB 102 Limited (Co Regn No 07511484)
36	2, 8, 12, 22, 62, 92, 1, 11, 47, 51, 57, 67 Pretoria Road	AV228355	Ael T101 Limited (Co Regn No 02842265)
37	Land at the rear of 31 Manor Road South, Woolston	HP277227	Ael T101 Limited (Co Regn No 02842265)
38	Land at former Greenwood Primary School Stafford Road, Eccles	MAN170373	RMB 102 Limited (Co Regn No 07511484)
39	Land and buildings lying to the East of All Saints Street, Hastings	ESX24509	RMB 102 Limited (Co Regn No 07511484)
40	Premises at ground, first and second floor levels above Units, 3-7 Mill Street, Wantage	ON278853	E & J Ground Rents No 10 Limited (Co Regn No 07971689)
41	Premises at ground floor level at the back of 22- 32a Mill Street, Wantage	ON278854	E & J Ground Rents NO 10 Limited (Co Regn No 07971689)
42	Car Park at Limborough Road, Wantage, Oxon	ON278855	E & J Ground Rents No 10 Limited (Co Regn No 07971689)
43	Chips, New Islington & Land adjacent to the Ashton Canal, New Islington	MAN189550	E&J 3US Limited (Company No. 04910714)
44	Land on the North east side of Soaphouse Lane, Woodhouse	SYK355177	E&J GROUND RENTS NO 4 LLP (LLP Regn No OC369486)
45	Land and buildings at Crown And Manor Club, 1-12 Wiltshire Row, London (N1 5DH)	AGL227990	E&J GROUND RENTS NO 5 LLP (LLP Regn No OC377976)
46	Firestone House, Great West Quarter, Great West Road, Brentford, (TW8 0GW)	AGL293295	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
47	58 to 66 (inclusive), Lord Street, and 177 to 181 (odd), Broughton Lane, and 117 to 125 (odd), Great Clowes Street, Salford	MAN224492	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
48	CIAC, Windward Way, Middlesbrough (TS2 1AX)	CE213028	E & J Ground Rents No 6 LLP (LLP Regn No OC383340)

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49	Flats 1-67, Brunel Court, Green Lane, Edgware (HA8 8YT)	AGL310557	E&J GROUND RENTS NO6 LLP (LLP Regn No OC383340)
50	Flats 6, 7, 10, 11 and 13 to 29 (inclusive) Ravenbourne Court, 1 Amias Drive, Edgware HA8 8EY and flats 4, 7, 8 and 10-26 (inclusive) Walbrook Court, 2 Amias Drive, Edgware, HA8 8GX	AGL310553	E&J GROUND RENTS NO 6 LLP (LLP Regn No OC383340)
51	Villa 1, Alexandra National House, Seven Sisters Road, London	AGL277770	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
52	1-80 Ash Street and site of Ash Street, 1-79 (odd) Fir Street and part of Fir Street, 1-80 Laburnum Street and site of Laburnum Street, 13-19 Jubilee Street, 14-20 (even) Wall Street and part of Wall Street (Salford)	MAN82332	E&J5 US Limited (Co Regn No 04909351)
53	5-12 Field Street and part of Field Street, 8-12 (even) Wall Street and part of Wall Street, 5-11 (odd) Jubilee Street, 30-72 (even) Ash Street, 1-71 Reservoir Street, 1-69 (odd) Alder Street and part of Alder Street, 2-72 (even) Ash Street (Salford)	MAN223550	E&J5 US Limited (Co Regn No 04909351)
54	Land and buildings on the north east side of Huntingdon Street, Nottingham NG1 1AP (aka Marco Island)	NT324919	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
55	Villa 2, Alexandra National House, Seven Sisters Road, London	AGL288088	E&J Ground Rents No 6 LLP (LLP Regn No OC383340)
56	Simmonds House, Clayponds Lane, Brentford TW8 0GS	AGL314777	E&J Ground Rents No 4 LLP (LLP Regn No OC369486)
57	Sylvia, 104 Dalton Street, Collyhurst, Manchester (M40 7ED)	MAN14878	E&J5 US LIMITED (Co Regn No 04909351)
58	Laval House, Great West Road, Brentford (TW8 0GS)	AGL319470	E & J GROUND RENTS NO6 LLP (LLP Regn No OC383340)
59	Flats 1 to 83 (inclusive) Witham House, 13 Enterprise Way, London (SW18 1GB)	TGL401851	E & J GROUND RENTS NO6 LLP (LLP Regn No OC383340)
60	Block A Canal Point, 1 New Union Street, Manchester and parking bays (M4 6BS)	MAN236819	E&J GROUND RENTS NO 11 LLP (LLP Regn No OC394818)
61	The first floor apartments being 101-106 (inclusive), Jantzen House, Ealing Road, Brentford, TW8 0GF	AGL332873	E & J Ground Rents No 11 LLP (LLP Regn No OC394818)
62	The first floor apartments being 101-106 (inc) Gilbert House, Ealing Road, Brentford, (TW8 0GH)	AGL332876	E & J Ground Rents No 11 LLP (Co Regn No OC394818)
63	1 to 17 (odd) Camborne Road, Edgware (HA8 8FD), 113 Kings Drive, Edgware (HA8 8EG), 72, 74 and 76 Lacey Drive, Edgware (HA8 8FP) and 2-8 (even) Barnwell Close, Edgware (HA8 8EZ)	AGL323780	E & J Ground Rents No 11 LLP (LLP Regn No OC394818)
64	Part of Crystal House, Fishergate, Preston (PR1 2AH)	LAN36547	E&J Ground Rents No 11 LLP (LLP Regn No OC394818)
65	The Atrium, Southern Road, Camberley	SY776031	HB GR 2010B Limited (Co Regn No 05777725)
66	Apartments 1 to 31 (inclusive) Centro, Southern Road, Camberley (GU15 3GG)	SY766254	HB GR 2010B Limited (Co Regn No 05777725)
67	Land being part of The Courtyard, The Atrium, Southwell Park Road, Camberley (GU15 3GL)	SY777628	HB GR 2010B Limited (Co Regn No 05777725)
68	1 to 108 (inclusive) The Courtyard, Southwell Park Road, Camberley	SY772979	Hotbed GR 2010B Limited (Co Regn No 05777725)

	(GU15 3GL)		
69	Avante Court, The Bittoms, Kingston Upon Thames (KT1 2AN)	SGL628450	Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 7313540) and Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 7314494)
70	Land on the east side of Altrincham Road, Sharston  Land on the north side of Freshpool Way, Sharston	GM960366	Hotbed General Partner (Ground Rents 2010) Nominee Limited (Co Regn No 07314494) and Hotbed General Partner (Ground Rents 2010) Limited (Co Regn No 07313540)
71	Hotel Site Building B, Great West Road, Brentford	AGL317037	E & J Ground Rents No 8 LLP (LLP Regn No OC386072)
72	Apartments 1101-1106 (inc), 1201-1206 (inc), 1301-1306 (inc), 1401-1406 (inc), 1501-1506 (inc), 1601-1606 (inc), 1701-1706 (inc), 1801-1806 (inc), 1901-1906 (inc), 2001-2006 (inc), 2101-2106 (inc), 2201-2206 (inc), 2301-2303 (inc) and 2401-2403 (inc), Kew Eye Apartments, Great West Quarter, Great West Road, Brentford, TW8 0GS	AGL320120	E & J Ground Rents No 8 LLP (LLP Regn No OC386072)
73	Ashley Court, Hall Street, Pendlebury, Swinton, Manchester (M27 6FL)	LA218267	Ashcorn Associates Limited (Co Regn No 05655858)

**Schedule 3  
SHARES**

**PART I – SHARES OWNED BY THE BORROWER**

SF GROUND RENTS LIMITED (9092725)

**PART II– SHARES OWNED BY SF GROUND RENTS LIMITED**

E&J GROUND RENTS NO 10 LIMITED (07971689)

JESSICA VENTURES LIMITED (122570C)

HOTBED GENERAL PARTNER (GROUND RENTS 2010) LIMITED

RMB 102 LIMITED (07511484)

AEL T101 LIMITED (02842265)

ASHCORN ASSOCIATES LIMITED (5655858)

SF MEMBER NO 1 LIMITED (9093897)

SF MEMBER NO 2 LIMITED (9094185)

E&J GROUND RENTS NO 9 LIMITED (9088427)

**PART III– SHARES OWNED BY E&J GROUND RENTS NO10 LIMITED**

E&J 1001 LIMITED (08267298)

**PART IV– SHARES OWNED BY ALDINGBOURNE ESTATES LLP**

ALD 101 LIMITED (07458357)

**PART V – SHARES OWNED BY E&J GROUND RENTS NO4 LLP**

E&J 4US LIMITED (04913093)

**PART VI – SHARES OWNED BY E&J GROUND RENTS LLP**

E&J GROUND RENT NO 1 LIMITED (05747106)

**PART VII– SHARES OWNED BY E&J GROUND RENTS NO5 LLP**

E&J5US LIMITED (04909351)

E&J GR NO5 LIMITED (05777259)

**PART VIII– SHARES OWNED BY E&J GROUND RENTS NO2 LLP**

E&J GR2 LIMITED (05747665)

E&J GR PROPERTIES NO 2 LIMITED (01514561)

**PART IX– SHARES OWNED BY E&J GROUND RENTS NO6 LLP**

E&J 603 LIMITED (08744507)

**PART X– SHARES OWNED BY E&J GROUND RENTS NO3 LLP**

E&J 3US LIMITED (04910714)

**PART XI– SHARES LEGALLY OWNED BY HOTBED GENERAL PARTNER (GROUND RENTS 2010) LIMITED AND BENEFICIALLY OWNED BY THE LP OBLIGOR**

HB 201 LIMITED (7458331)

HB GR 2010B LIMITED (5777725)

HOTBED GR 2010A LIMITED (6236593)

HOTBED GENERAL PARTNER (GROUND RENTS 2010) NOMINEE LIMITED (7314494)

**PART XII– SHARES OWNED BY E&J GROUND RENTS NO8 LLP**

E&J 803 LIMITED (8757522)

**Schedule 4  
NOTICES**

**PART I**

**NOTICE TO ACCOUNT BANK**

[On the letterhead of relevant Chargor]

To [Account Bank]

Dear Sirs

[Date]

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] as the security trustee the "Security Trustee") (the "Debenture")

[The Borrower] (the "Borrower"), hereby gives you notice that under the Debenture it has charged (by way of a first fixed charge) in favour of the Security Trustee (the "Security Trustee") all its rights in respect of any moneys standing to the credit of each account listed below and maintained by it with you (the "Borrower Accounts")

(a) [ • ] (the "Reserve Account"),

(b) [ • ] (the "General Account")

The Borrower irrevocably instructs and authorises you to

- (a) disclose to the Security Trustee any information relating to any Borrower Account requested from you by the Security Trustee,
- (b) no longer comply with any existing payment instructions in respect of the Reserve Account or with any instructions that the Borrower (or any person other than the Security Trustee) gives in respect of the Reserve Account;
- (c) comply with the terms of any written notice or instruction relating to any Borrower Account received by you from the Security Trustee,
- (d) pay or release any sum standing to the credit of the Reserve Account only in accordance with the written instructions of the Security Trustee, and
- (e) following the occurrence of a Default (as defined in the Credit Agreement (as defined in the Debenture)) which is continuing, only pay or release any sum standing to the credit of the General Account in accordance with the written instructions of the Security Trustee

The Borrower acknowledges 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 Security Trustee

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Trustee at [insert address], Attention [ ] with a copy to ourselves.

Yours faithfully,

... ..

(Authorised signatory)

[relevant Chargor]

## PART II

## ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To [the Security Trustee] as the security trustee

Attention [ ]

Copy [relevant Chargor]

Dear Sirs,

[DATE]

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] as the security trustee (the "Security Trustee") (the "Debenture")

We confirm receipt from [relevant Chargor] (the "Chargor") of a notice dated [ ] of, amongst other things, a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us listed in the notice (the "Borrower Accounts")

We confirm that we

- (a) accept the instructions contained in the notice and agree to comply with the notice,
- (b) have not received notice of the interest of any third party in any Borrower Account,
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Borrower Account,
- (d) will not permit any amount to be withdrawn from the Reserve Account (as defined below) without your prior written consent, and
- (d) will not permit any amount to be withdrawn from the General Account (as defined below) without your prior written consent if you notify us that a Default is continuing under the Credit Agreement (as defined in the Debenture)

The Borrower Accounts maintained with us are

- (a) [ • ] (the "Reserve Account"), and
- (b) [ • ] (the "General Account")

Our acknowledgement of the notice is subject to the following conditions -

- 1 we shall not be bound to enquire whether the right of the Security Trustee to withdraw any monies from the Borrowers Accounts has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) to be responsible for the application of any monies received by the Security Trustee,
- 2 save in cases of fraud, gross negligence or wilful default, we shall have no liability for having acted on instructions from the Security Trustee which on their face appear to be genuine, and
- 3 we shall not be deemed to be a trustee for the Chargor or the Security Trustee of the Borrowers Accounts

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

Yours faithfully,

(Authorised signatory)

[Account Bank]

**PART III**  
**NOTICE TO ACCOUNT BANK**

To [Managing Agent Account Bank]

Dear Sirs

[Date] 2015

**Debenture dated [ ] between [ ] and others  
and [the Security Trustee] as the security trustee (the "Security Trustee") (the "Debenture")**

Eyre and Johnson Limited (the "**Managing Agent**"), hereby gives you notice that, in respect of the account listed below (the "**Managing Agent Account**") and maintained by the Managing Agent with you, all amounts received by the Managing Agent into the Managing Agent Account in respect of any of the persons listed in the Schedule hereto (the "**Obligors**") are held on trust for the Obligors and the Managing Agent is not entitled to transfer such amounts to any person other than the relevant Obligor or the Security Trustee (other than any overpayment of Rental Income received in error by the Managing Agent from a tenant and which it is obliged to return to the relevant tenant under the terms of the relevant Lease Document (as defined in the Credit Agreement (as defined in the Debenture)), in accordance with the Credit Agreement (as defined in the Debenture))

[ • ]

The provisions of this letter may not be revoked or amended without the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Trustee at [insert address], Attention [ ] with a copy to ourselves

Yours faithfully,

.....

(Authorised signatory)

Managing Agent

**Schedule  
The Obligors**

<b>Name</b>	<b>Company Number</b>
SF FUNDING LIMITED	9092048
SF GROUND RENTS LIMITED	9092725
E&J GROUND RENTS NO 10 LIMITED	07971689
RMB 102 LIMITED	07511484
AEL T101 LIMITED	02842265
SF MEMBER NO 1 LIMITED	9093897
SF MEMBER NO 2 LIMITED	9094165
E&J 1001 LIMITED	08267298
ALDINGBOURNE ESTATES LLP	OC344636
E&J GROUND RENTS NO4 LLP	OC369486
E&J GROUND RENTS LLP	OC344667
E&J GROUND RENTS NO5 LLP	OC377976
E&J GROUND RENTS NO2 LLP	OC350959
E&J GROUND RENTS NO6 LLP	OC383340
E&J GROUND RENTS NO3 LLP	OC360128
ALD 101 LIMITED	07458357
E&J 4US LIMITED	04913093
E&J GROUND RENT NO 1 LIMITED	05747106
E&J5 US LIMITED	04909351
E&J GR NO5 LIMITED	05777259
E&J GR2 LIMITED	05747665
E&J GR PROPERTIES NO 2 LIMITED	01514561
E&J 603 LIMITED	08744507
E&J 3US LIMITED	04910714
JESSICA VENTURES LIMITED	122570C
HOTBED GENERAL PARTNER (GROUND RENTS 2010)	07313540

## LIMITED

ASHCORN ASSOCIATES LIMITED	05655858
E&J GROUND RENTS NO 9 LIMITED	09088427
E&J GROUND RENTS NO11 LLP	OC394818
HOTBED GROUND RENTS 2010 LIMITED PARTNERSHIP	LP014031
E&J GROUND RENTS NO8 LLP	OC386072
HB 201 LIMITED	07458331
HB GR 2010B LIMITED	05777725
HOTBED GR 2010A LIMITED	06236593
HOTBED GENERAL PARTNER (GROUND RENTS 2010) NOMINEE LIMITED	07314494
E&J 803 LIMITED	08757522

**PART IV ACKNOWLEDGEMENT OF ACCOUNT BANK**

[On the letterhead of the Account Bank]

To [the Security Trustee] as the security trustee  
Attention [ ]  
Copy [Managing Agent] as managing agent

[Date] 2015

Dear Sirs,

**Debenture dated [ ] between [ ] and others  
and [the Security Trustee] as the security trustee (the "Security Trustee") (the "Debenture")**

We confirm receipt from Eyre and Johnson Limited (the "**Managing Agent**") of a notice dated [ ] relating to the account listed below and maintained by the Managing Agent with us (the "**Managing Agent Account**") (the "**Notice**")

We confirm that we

- (a) have not received notice of the interest of any third party in the Managing Agent Account in respect of the amounts held by the Managing Agent for the benefit of the Obligors,
- (b) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Managing Agent Account,
- (c) will comply with the instructions of the Security Trustee in respect of the Managing Agent Account in respect of funds identified as relating to a property owned by a company listed in the schedule of the Notice if you notify us that an Event of Default is continuing under the Credit Agreement (as defined in the Debenture)

The Managing Agent Account maintained with us is

- (a) [ • ]

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

Yours faithfully,

(Authorised signatory)

[Managing Agent Account Bank]

**PART V NOTICE TO ACCOUNT BANK**

[On the letterhead of relevant Chargor]

To [Account Bank]

Dear Sirs

[Date]

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] as the security trustee the "Security Trustee" (the "Debenture")

[The Borrower] (the "Borrower"), hereby gives you notice that under the Debenture it has charged (by way of a first fixed charge) in favour of the Security Trustee (the "Security Trustee") all its rights in respect of any moneys standing to the credit of the account listed below and maintained by it with you (the "Tax Account")

[ • ]

The Borrower irrevocably instructs and authorises you to

- (a) disclose to the Security Trustee any information relating to the Tax Account requested from you by the Security Trustee,
- (b) no longer comply with any existing payment instructions in respect of the Tax Account or with any instructions that the Borrower (or any person other than the Security Trustee) gives in respect of the Tax Account,
- (c) comply with the terms of any written notice or instruction relating to the Tax Account received by you from the Security Trustee, and
- (d) pay or release any sum standing to the credit of the Tax Account only in accordance with the written instructions of the Security Trustee

The Borrower acknowledges 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 Security Trustee

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Trustee at [insert address], Attention [ ] with a copy to ourselves

Yours faithfully,

.....

(Authorised signatory)

[relevant Chargor]

## PART VI

## ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To [the Security Trustee] as the security trustee

Attention [ ]

Copy [relevant Chargor]

Dear Sirs,

[DATE]

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] as the security trustee (the "Security Trustee") (the "Debenture")

We confirm receipt from [relevant Chargor] (the "Chargor") of a notice dated [ ] of, amongst other things, a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of the Chargor's account with us listed in the notice (the "Tax Account")

We confirm that we

- (a) accept the instructions contained in the notice and agree to comply with the notice,
- (b) have not received notice of the interest of any third party in the Tax Account,
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Tax Account, and
- (d) will not permit any amount to be withdrawn from the Tax Account (as defined below) without your prior written consent,

Our acknowledgement of the notice is subject to the following conditions -

- 1 we shall not be bound to enquire whether the right of the Security Trustee to withdraw any monies from the Tax Account has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) to be responsible for the application of any monies received by the Security Trustee,
- 2 save in cases of fraud, gross negligence or wilful default, we shall have no liability for having acted on instructions from the Security Trustee which on their face appear to be genuine, and
- 3 we shall not be deemed to be a trustee for the Chargor or the Security Trustee of the Tax Account.

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

Yours faithfully,

. . . . .

(Authorised signatory)

[Account Bank]

**PART VII**

**NOTICE TO OCCUPATIONAL TENANT**

[On the letterhead of relevant Chargor]

To [Occupational tenant]

[Date]

Dear Sirs,

Re [Property]

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] (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 assigned (by way of security) in favour of [the Security Trustee] (the "Security Trustee") all our rights under the Lease

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to the account at [ ], Account No [ ], Sort Code [ ] (the "Rent Account")

The instructions in this letter apply until you receive notice from the Security Trustee 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 Trustee

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [ ], Attention [ ]

Yours faithfully,

For

[relevant Chargor]

**PART VIII**

**ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT**

To [the Security Trustee]  
Attention [ ]

[Date]

Dear Sirs,

Re [Property]

Debenture dated [ ] between [ ] and others  
and [the Security Trustee] (the "Debenture")

We confirm receipt from [relevant Chargor] (the "Chargor") 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),
- (b) must pay all rent and all other monies payable by us under the Lease into the Rent Account (as defined in the Notice), and

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

Yours faithfully,

For  
[Tenant]

**PART IX  
NOTICE TO COUNTERPARTY**

[On letterhead of the Company]

To [Counterparty]

Date [ ]

Dear Sirs,

**Debenture dated [ ] between [ ] and others  
and [the Security Trustee] (the "Debenture")**

We refer to the [describe contract] dated [•] and made between [•] and us (the "Contract")

This letter constitutes notice to you that under the Debenture we assigned (by way of security) to [the Security Trustee] (the "Security Trustee") all our rights, benefits and interests (including any and all sums payable to us under the Contract and the benefit of all security, options, indemnities, guarantees and warranties) under the Contract

We irrevocably instruct and authorise you to

- (A) disclose to the Security Trustee, without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Contract (including the performance of our obligations thereunder) which the Security Trustee may request from you, and
- (B) following a confirmation from the Security Trustee that an Event of Default (as defined in the Credit Agreement (defined in the Debenture)) has occurred and is continuing], pay any sum payable by you under the Contract to the Security Trustee at [ ], Sort Code [ ], Account No [ ] or to such other account as the Security Trustee may notify you in writing

We will remain liable to perform all our obligations under the Contract and the Security Trustee shall not be under any obligation or liability under the Contract by reason of the Debenture or anything arising therefrom

We will also remain entitled to exercise all our rights, powers and discretions under the Contract and you should continue to give notices under the Contract to us, in each case unless and until you receive notice from the Security Trustee to the contrary stating that the Debenture has become enforceable. In this event, all the rights, powers and discretions under the Contract will be exercisable by, and notices should be given to, the Security Trustee or as it directs

The instructions in this letter apply until you receive notice from the Security Trustee 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 Trustee

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee at [•], Attention [•], with a copy to us

**PART X**  
**ACKNOWLEDGEMENT OF COUNTERPARTY**

To [the Security Trustee]  
Attention [ ]  
Copy [the Company]

Date [ ]

Dear Sirs,

**Debenture dated [ ] between [ ] and others  
and [the Security Trustee] (the "Debenture")**

We confirm receipt from [the Company] (the "Assignor") of a notice dated [ ] (the "Notice") of an assignment upon the terms of the Debenture of all the Assignor's rights, benefits and interests under the Contract (as defined in the Notice).

We confirm that

- (A) we 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 Assignor under or in respect of the Contract,
- (B) following a confirmation from you that an Event of Default (as defined in the Credit Agreement (defined in the Debenture)) has occurred and is continuing, we will pay any amount payable by us under the Contract to the account at [ ], Sort Code [ ], Account No. [ ] or to such other account as you notify to us in writing,
- (C) we must accept your instructions in relation to the Assignor's rights under the Contract (following a confirmation from you that a Default (as defined in the Credit Agreement (defined in the Debenture)) has occurred and is continuing, and
- (D) we will not agree to any amendment, waiver or variation of the terms of the Contract without your prior written consent.

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

Yours faithfully

(Authorised signatory)  
[Counterparty]

**PART XI  
NOTICE TO INSURER**

To [Insurer]

[Date]

Dear Sirs,

**Debenture dated [ ] between [ ] and others and [the Security  
Trustee] (the "Debenture")**

We hereby give you notice that under the Debenture we assigned to the Security Trustee all our rights to and title and interest from time to time in, to and under insurance policy numbers set out at Schedule 1 hereto (the "**Policy Numbers**") effected by ourselves or whomsoever in relation to the properties listed in the Schedule 2 hereto (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy[ies] of insurance (the "**Policy[ies]**")

We irrevocably instruct and authorise you to pay all payments under or arising under the Policy[ies], following a loss of rent claim by an Obligor listed in Schedule 3 hereto to our account at [Bank], account number [ ] (the "**Reserve Account**"), unless and until you receive written notice from the Security Trustee to the contrary, in which case you should make all future payments resulting from a claim made by an Obligor as then directed by the Security Trustee

It is very important that you

1. make all immediate arrangements for all loss of rent claims payable by you under the [Policy[ies]] to be paid to this account,
2. do not invalidate, cancel or avoid (in whole or in part) any insurance policy for failure to pay any premium due or otherwise to decline any valid claim under an insurance policy without first giving to the Security Trustee not less than 30 days written notice and (where applicable) the opportunity to rectify any non-payment of premium, and
3. do not alter any policy, reduce the limits or increase the deductibles prior to the original expiry date of the relevant insurance policy without first giving the Security Trustee not less than 30 days' written notice save for when the policy wording provides for automatic reduction in cover

Please note that

1. all remedies provided for under the Policy[ies] loss of rent provision or available at law or in equity are exercisable by the Security Trustee,
2. all rights to compel performance of the Policy[ies] loss of rent provision are exercisable by the Security Trustee, and
3. all rights, interests and benefits whatsoever accruing to the Obligors arising under the Policy[ies] loss of rent provision belong to the Security Trustee.

We will remain liable to perform all our obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies]

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

**EXECUTION VERSION**

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [Address], Attention [ ] with a copy to ourselves

Yours faithfully,

(Authorised signatory)

[relevant Chargor]

**Schedule 1 – Policy Numbers**

**Schedule 2 – Properties**

**Schedule 3 - Obligors**

**PART XII**  
**ACKNOWLEDGEMENT OF INSURER**

To [Security Trustee]  
Attention [ ]

[Date]

Dear Sirs,

**Debenture dated \_\_\_\_\_ 2015 between SF Funding Limited and others and Rothesay Life Limited (the "Security Trustee") (the "Debenture")**

We confirm receipt of a notice dated \_\_\_\_\_ 2015 from each of the chargors listed therein (the "Chargors") the of an assignment upon the terms of the Debenture to the Security Trustee of each of each of the Chargor's (as relevant) right, interests and benefit in, to and under the Policy[ies] loss of rent provision (as specified in that notice) to which we are a party (the "Assignment")

We confirm that

- 1 we have not received notice of any other assignment or charge of or over any of the rights, title and interests specified in such notice and will make all payments in accordance with the terms of the notice to the account specified in that notice
- 2 no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Trustee,
- 3 no, invalidation, avoidance or cancellation of such rights, interests or benefits will be effective unless we have given the Security Trustee at least 30 days' written notice of the proposed termination, invalidation, avoidance or cancellation and specifying the action necessary to avoid such termination, invalidation, avoidance or cancellation,
4. no policy may be altered, the limits may not be reduced and the deductibles may not be increased prior to the original expiry date of the relevant insurance policy without giving the Security Trustee not less than 30 days' written notice,
- 5 each Chargor (as relevant) will remain liable to perform all of its obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by such Chargor to perform its obligations under the Policy[ies], and
- 6 the Assignment does not conflict with any provision of the Policy[ies]

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

Yours faithfully,

(Authorised signatory)

[Insurer]

**Schedule 1 - Obligors**

**PART XIII**  
**NOTICE TO REPORT PROVIDER**

[On letterhead of the Borrower]

To [Report Provider]

Date [ ]

Dear Sirs,

**Debenture dated [ ] between [ ] and others  
and [the Security Trustee] (the "Debenture")**

We refer to the engagement agreement dated [•] June and made between [the Report Provider] (the "**Report Provider**") and each party listed in Schedule 1 hereto (the "**Chargors**") (the "**Report**")

This letter constitutes notice to you that under the Debenture each Chargor has charged by way of fixed charge to Rothesay Life Limited (the "**Security Trustee**") all our rights as against the Report Provider in respect of the Report

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee at [•], Attention [•], with a copy to us.

Yours faithfully,

(Authorised signatory)  
[the Borrower]  
**Schedule 1 - Chargors**

**PART XIV**  
**ACKNOWLEDGEMENT OF REPORT PROVIDER**

To [the Security Trustee]  
Attention [ ]  
Copy [the Borrower]

Date [ ]

Dear Sirs,

**Debenture dated [ ] between [ ] and others  
and [the Security Trustee] (the "Debenture")**

We acknowledge receipt from [the Borrower] of a notice dated [ ] (the "Notice") of a charge upon the terms of the Debenture of each Chargor's (as defined in the Notice) rights as against [the Report Provider] in respect of the Report (as defined in the Notice)

For the avoidance of doubt, we do not accept or assume any responsibility in respect of the Notice and to the fullest extent permitted by applicable law, we accept no liability in respect of the Notice to any third party

Yours faithfully

(Authorised signatory)  
[Report Provider]

**Schedule 5 SECURITY ACCESSION DEED****Dated****Between**

- (1) [ ] Limited, a company incorporated under the laws of [England and Wales] with registered number [ ] (the "**New Chargor**"), and
- (3) (2) [ ] as security trustee for itself and each of the other Secured Parties (the "**Security Trustee**")

**Recitals**

This deed is supplemental to a debenture dated [ ] 2015 between, among others, the Borrower, the Chargors named in it] and the Security Trustee (as supplemented and amended from time to time, the "**Debenture**").

**This deed witnesses****1 DEFINITIONS AND INTERPRETATION****1 1 Definitions**

Words and expressions defined in the Debenture shall have the same meanings in this Deed

**1 2 Construction**

The principles of construction set out in Clause 1 2 (*Construction and Third Party Rights*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture

**1 3 Effect as a deed**

This Security Accession Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Trustee

**2 ACCESSION OF NEW CHARGOR**

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

**3 CREATION OF SECURITY INTEREST**

The New Chargor mortgages, charges and assigns to the Security Trustee all its business, undertaking and assets on the terms of Clause 3 (*Security*) of the Debenture provided that

3 1 1 the Real Property charged by way of legal mortgage shall be the Real Property referred to in Schedule 2 (*Real Property*), and

3 1 2 the Shares charged by way of fixed charge shall include the Shares referred to in Schedule 2 (*Shares*)

**4 CONSENT OF EXISTING CHARGORS**

The existing Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Debenture

**5 LAW**

This Deed is governed by English law

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

**Schedule 1 – Real Property**

**Schedule 2 – Shares**

**Signatories to Security Accession Deed**

**New Chargor**

**EXECUTED AS A DEED** by )  
[*New Chargor*] )  
acting by [Names of two of its )  
directors/a director and its secretary] )

Director

Director/Secretary

**Security Trustee**

Signed for and on behalf of )  
[Security Trustee] )

**Schedule 6 DETAILS OF LIMITED LIABILITY PARTNERSHIPS**

<b>Names of Limited Liability Partnership</b>
Aldingbourne Estates LLP
E&J Ground Rents LLP
E&J Ground Rents No2 LLP
E&J Ground Rents No3 LLP
E&J Ground Rents No4 LLP
E&J Ground Rents No5 LLP
E&J Ground Rents No6 LLP
E&J Ground Rents No8 LLP
E&J Ground Rents No11 LLP

**The Chargeors**

EXECUTED AS A DEED by  
SF FUNDING LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of

)  
)  
)  
)  
)

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

K SALMONT

Address of witness  
Clarke Willmott LLP

Solicitors

Burlington House

Bottleigh Grange Business Park

Hedge End

Southampton

SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
SF GROUND RENTS LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of

)  
)  
)  
)  
)  
Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

... K BALMONT

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botolph Claydon Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO 10 LIMITED )  
acting by )  
JAMES TUTTIETT )  
in the presence of: )

Director



Signature of witness



Name of witness  
(In BLOCK CAPITALS)

*K BALMONT*

Address of witness

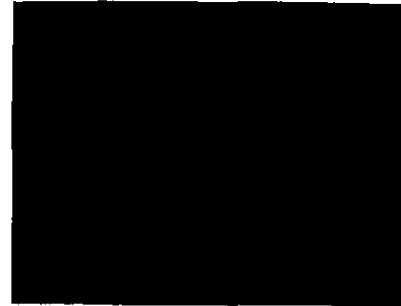
Clarke Willmott LLP  
Solicitors  
Burlington House  
Boffeigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
RMB 102 LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of.

)  
)  
)  
)  
)

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
AEL T101 LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of:

)  
)  
)  
)  
)

Director

Signature of witness

[Redacted signature]

Name of witness  
(in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP ....  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton .. ...  
SO30 2AF

EXECUTION VERSION

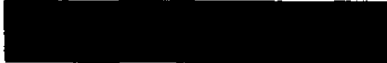
EXECUTED AS A DEED by  
SF MEMBER NO.1 LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of

)  
)  
)  
)  
)

Director



Signature of witness



Name of witness  
(In BLOCK CAPITALS)

*K. Baumann*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botolph Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
SF MEMBER NO 2 LIMITED )  
acting by )  
JAMES TUTTIETT )  
in the presence of )

Director

Signature of witness

Name of witness  
(in BLOCK CAPITALS)

*K. SALMON*  
Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
E&J 1001 LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of.

Director

Signature of witness

Name of witness  
(In BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
ALDINGBOURNE ESTATES LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.1 LIMITED to sign on its behalf )  
as designated member of )  
ALDINGBOURNE ESTATES LLP )  
in the presence of: )

Director



Signature of witness



Name of witness (in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTED AS A DEED by )  
ALDINGBOURNE ESTATES LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.2 LIMITED to sign on its behalf )  
as designated member of )  
ALDINGBOURNE ESTATES LLP )  
in the presence of: )

Director



Signature of witness



Name of witness (in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO4 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.1 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO4 LLP )  
in the presence of )

Director

Signature of witness

Name of witness (in BLOCK CAPITALS)

K. BAUMONT

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO4 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.2 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO4 LLP )  
in the presence of )

Director

Signature of witness

Name of witness (in BLOCK CAPITALS)

K. BAUMONT

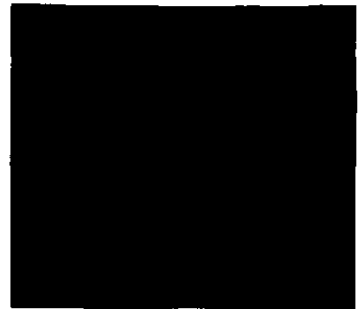
Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GROUND RENTS LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.1 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS LLP )  
in the presence of )

Director



Signature of witness



Name of witness (in BLOCK CAPITALS)

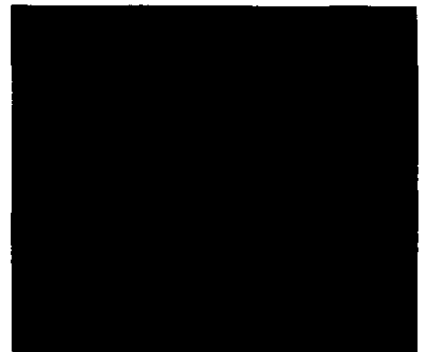
*K. BALMONT*

Address of witness

Clarke Willmott LLP.....  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTED AS A DEED by )  
E&J GROUND RENTS LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.2 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS LLP )  
in the presence of )

Director



Signature of witness



Name of witness (in BLOCK CAPITALS)

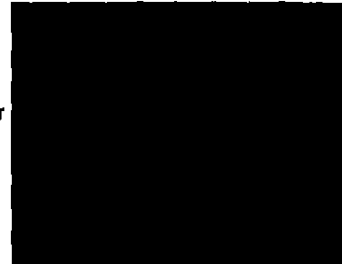
*K. BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO5 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.1 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO6 LLP )  
in the presence of )

Director



Signature of witness



Name of witness (in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP.....  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton ..  
SO30 2AF

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO6 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.2 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO5 LLP )  
in the presence of )

Director



Signature of witness



Name of witness (in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors ..  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton ..  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO2 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO 1 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO2 LLP )  
in the presence of: )

Director

Signature of witness,

Name of witness (in BLOCK CAPITALS)

*K BALMONT*  
Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO2 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO 2 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO2 LLP )  
in the presence of: )

Director

Signature of witness

Name of witness (in BLOCK CAPITALS)

*K BALMONT*  
Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO6 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
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as designated member of )  
E&J GROUND RENTS NO6 LLP )  
in the presence of: )

Director



Signature of witness



Name of witness (in BLOCK CAPITALS)

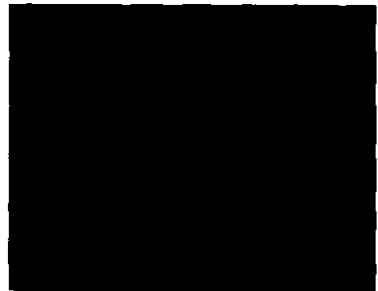
*K BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO6 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.2 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO6 LLP )  
in the presence of: )

Director



Signature of witness



Name of witness (in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO3 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.1 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO3 LLP )  
in the presence of )

Director

Signature of witness

[Redacted signature]

Name of witness (in BLOCK CAPITALS)

K BALMONT

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO3 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO 2 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO3 LLP )  
in the presence of )

Director

Signature of witness

[Redacted signature]

Name of witness (in BLOCK CAPITALS)

K BALMONT

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
ALD 101 LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of:

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)  
)  
)  
)

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
E&J 4US LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of;

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)  
)  
)

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP

Solicitors

Burlington House

Botolph Grange Business Park

Hedge End

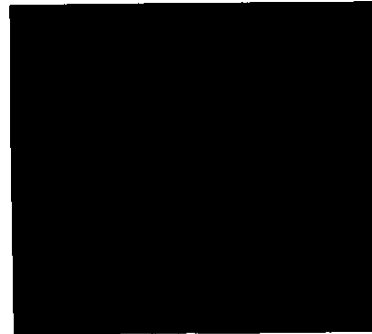
Southampton

SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GROUND RENT NO.1 LIMITED )  
acting by )  
JAMES TUTTIETT )  
in the presence of: )

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K BALMONT*

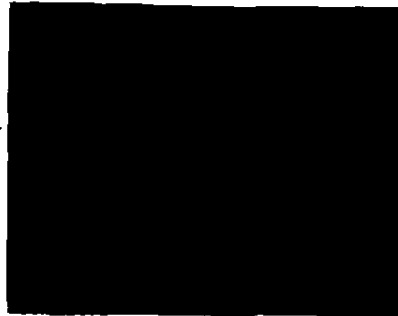
Address of witness

Clarke Wilmott LLP...  
Solicitors  
Burlington House  
Bosleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by       )  
E&J6 US LIMITED               )  
acting by                        )  
JAMES TUTTIETT                 )  
in the presence of             )

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

..... *K BALMONT*

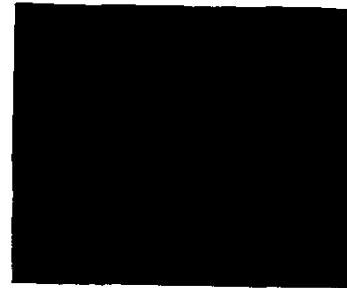
Address of witness

Clarke Wilmott-LLP--  
Solicitors  
Burlington House  
Botolph Claydon Business Park  
Hedge End  
Southampton.....  
SO30 2AF

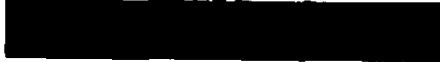
EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GR NO5 LIMITED )  
acting by )  
JAMES TUTTIETT )  
in the presence of. )

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K BAUMONT*

Address of witness

Clarke Willmott LLP . . . . .  
Solicitors  
Burlington House  
Bottergh Grange Business Park  
Hedge End . . . . .  
Southampton  
SO30 2AF . . . . .

EXECUTION VERSION

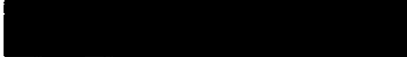
EXECUTED AS A DEED by  
E&J GR2 LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of

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)  
)  
)  
)

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K BALMONT*

Address of witness  
Clarke Willmott LLP

Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GR PROPERTIES NO 2 LIMITED )  
acting by )  
JAMES TUTTIETT )  
In the presence of )

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
E&J 603 LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

K BALMONT

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
E&J 3US LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of

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)  
)  
)  
Director

Signature of witness  


Name of witness  
(in BLOCK CAPITALS)

*K. BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
JESSICA VENTURES LIMITED  
acting by

AND

)  
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)  
)  
)  
)  
)

Director

Director / Secretary



EXECUTION VERSION

EXECUTED AS A DEED by  
HOTBED GENERAL PARTNER  
(GROUND RENTS 2010) LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of:

Director

Signature of witness

Name of witness  
(In BLOCK CAPITALS)

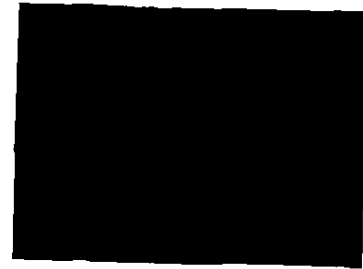
*K. BACMONT*  
Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
ASHCORN ASSOCIATES LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of:

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP  
Sollors  
Burlington House  
Bottleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
E&J GROUND RENTS NO.9  
LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of:

)  
)  
)  
)  
)  
)

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K. BALMONT*

Address of witness

...Clarke Willmott LLP ...  
Solicitors  
Burlington House ...  
Botolph Grange Business Park  
Hedge End ...  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO11 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
JESSICA VENTURES LIMITED to sign )  
on its behalf as designated member of )  
E&J GROUND RENTS NO11 LLP )  
in the presence of )

Director



Signature of witness



Name of witness (in BLOCK CAPITALS)

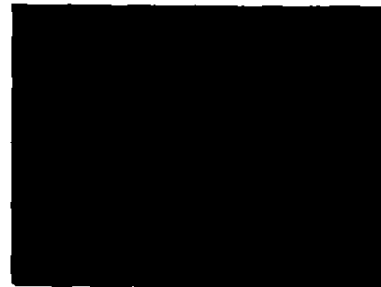
K BAUMONT

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO11 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
HOTBED GENERAL PARTNER )  
(GROUND RENT) 2010 LIMITED )  
to sign on its behalf as designated member of )  
E&J GROUND RENTS NO11 LLP )  
in the presence of )

Director



Signature of witness



Name of witness (in BLOCK CAPITALS)

K BAUMONT

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
HOTBED GROUND RENTS 2010 )  
LIMITED PARTNERSHIP )  
acting by )  
HOTBED GENERAL PARTNER )  
(GROUND RENTS 2010) LIMITED )  
as a general partner, acting by )  
JAMES TUTTLETT )  
In the presence of, )

Director



Signature of witness



Name of witness  
(In BLOCK CAPITALS)

*K BALMONT*  
Address of witness

Clarke Willmott LLP  
Solicitors,  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO80 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO8 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.1 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO8 LLP )  
in the presence of )

Director



Signature of witness

[Redacted signature]

Name of witness (in BLOCK CAPITALS)

K BALMONT

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botolph Claydon Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTED AS A DEED by )  
E&J GROUND RENTS NO8 LLP )  
acting by JAMES TUTTIETT duly authorised by )  
SF MEMBER NO.2 LIMITED to sign on its behalf )  
as designated member of )  
E&J GROUND RENTS NO8 LLP )  
in the presence of )

Director



Signature of witness

[Redacted signature]

Name of witness (in BLOCK CAPITALS)

K BALMONT

Address of witness

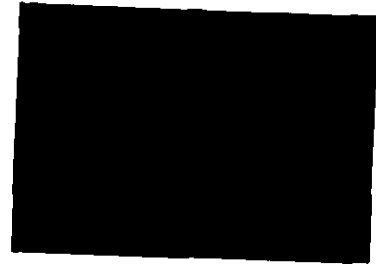
Clarke Willmott LLP  
Solicitors  
Burlington House  
Botolph Claydon Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
HB 201 LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of

)  
)  
)  
)  
)

Director



Signature of witness

.....  
A black rectangular redaction box covering the signature of the witness.

Name of witness  
(In BLOCK CAPITALS)

.. *K BALMONT* ..

Address of witness

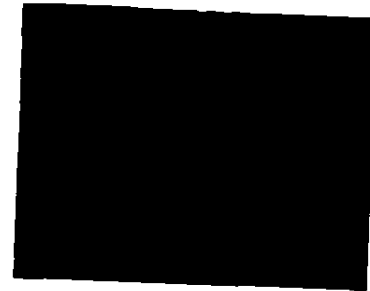
Clarke Willmott LLP  
Solicitors  
Burlington House...  
Botleigh Grange Business Park  
Hedge End...  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
HB GR 2010B LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of

)  
)  
)  
)  
)

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House ..  
Botolph Grange Business Park  
Hedge End ..  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by )  
HOTBED GR 2010A LIMITED )  
acting by )  
JAMES TUTTIETT )  
in the presence of: )

Director

Signature of witness

.....

Name of witness  
(In BLOCK CAPITALS)

..... *K BALMONT*

Address of witness

Clarke Willmont LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
HOTBED GENERAL  
PARTNER (GROUND RENTS)  
2010 NOMINEE LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of;

Director



Signature of witness



Name of witness  
(in BLOCK CAPITALS)

*K. BALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botleigh Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

EXECUTED AS A DEED by  
E&J 803 LIMITED  
acting by  
JAMES TUTTIETT  
in the presence of:

)  
)  
)  
)  
)

Director



Signature of witness



Name of witness  
(In BLOCK CAPITALS)

*K OALMONT*

Address of witness

Clarke Willmott LLP  
Solicitors  
Burlington House  
Botolph Grange Business Park  
Hedge End  
Southampton  
SO30 2AF

EXECUTION VERSION

**THE SECURITY TRUSTEE**

**SIGNED by**

**for and on behalf of ROTHESAY LIFE  
LIMITED**

)  
)  
)  
)  
)

