

MR01

Particulars of a charge

Oyez

702554/E13

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

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

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR01

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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.  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery.

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

THURSDAY



\*S44GU216\*

SCT

02/04/2015

#314

COMPANIES HOUSE

**1 Company details**

Company number S C 2 1 6 1 5 4

Company name in full ST VINCENT STREET DEVELOPMENTS LIMITED

For official use

► **Filling 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 0 0 3 2 0 1 5

**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 Abbey National Treasury Services plc

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.


MR01


Particulars of a charge


<b>4</b>	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	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".
Brief description	The properties known as Flats 04, 06, 22, 33, 82, 89, 92, 189, 194, 198, 206, 208, 228, 239, 240 and 247 Milliners Wharf, Ancoats, Manchester, M4 7BD. For more details please refer to the instrument.	Please limit the description to the available space.
<b>5</b>	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.	
	<input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input checked="" type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement</b> <sup>(1)</sup>	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.	<sup>(1)</sup> This statement may be filed after the registration of the charge (use form MR06).
	<input type="checkbox"/>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here.	
Signature	<div>Signature X <i>Ward Haelway</i> X</div>	
	This form must be signed by a person with an interest in the charge.	

# MR01


## Particulars of a charge


	<b>Presenter information</b>
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	Kate Dunham
Company name	Ward Hadaway
Address	
1a Tower Square	
Wellington Street	
Leeds	
Post town	
County/Region	
Postcode	L S 1 4 D L
Country	
DX	Leeds Park Square - DX 14087
Telephone	0113 2056600

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


	<b>Checklist</b>
We may return forms completed incorrectly or with information missing.	

Please make sure you have remembered the following:	
<input type="checkbox"/>	The company name and number match the information held on the public Register.
<input type="checkbox"/>	You have included a certified copy of the instrument with this form.
<input type="checkbox"/>	You have entered the date on which the charge was created.
<input type="checkbox"/>	You have shown the names of persons entitled to the charge.
<input type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
<input type="checkbox"/>	You have given a description in Section 4, if appropriate.
<input type="checkbox"/>	You have signed the form.
<input type="checkbox"/>	You have enclosed the correct fee.
<input type="checkbox"/>	Please do not send the original instrument; it must be a certified copy.

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	

	<b>How to pay</b>
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House.'	

	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
<b>For companies registered in England and Wales:</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.	
<b>For companies registered in Scotland:</b> 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).	
<b>For companies registered in Northern Ireland:</b> 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.	

	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	



**FILE COPY**

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

Company number: 216154

Charge code: SC21 6154 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th March 2015 and created by ST VINCENT STREET DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2015.

Given at Companies House, Edinburgh on 10th April 2015



**Companies House**



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

Certified as a true copy of the original save for material reduced pursuant to section 859G of the Companies Act 2006.

Signed: *Ward Hadaway*

30 MARCH

THIS ACCESSION DEED is made on 30 MARCH 2015

**BETWEEN**

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company"); and
- (2) ABBEY NATIONAL TREASURY SERVICES PLC (the "Lender").

**BACKGROUND**

This Accession Deed is supplemental to a debenture dated 1 August 2014 and made between (1) the Original Chargors named in it and (2) the Lender (the "Debenture").

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

**1.2. Construction**

Clause 1.2 (Construction) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

**2. ACCESSION OF THE ACCEDING COMPANY**

**2.1. Accession**

The Acceding Company:

2.1.1. unconditionally and irrevocably undertakes to and agrees with the Lender to observe and be bound by the Debenture; and

2.1.2. creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

**2.2. Covenant to pay**

Without prejudice to the generality of clause 2.1 (Accession), the Acceding Company (jointly and severally with the other Chargors), covenants in the terms set out in clause 2 (Covenant to pay) of the Debenture.

**2.3. Charge and assignment**

Without prejudice to the generality of clause 2.1 (Accession), the Acceding Company with full title guarantee, charges and assigns (and agrees to

charge and assign) to the Lender for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (Fixed Charges), 4 (Floating Charges) and 5 (Security Assignment) of the Debenture including (without limiting the generality of the foregoing) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (Details of Security Assets owned by Acceding Company) (if any));

#### **2.4. Representations**

The Acceding Company makes the representations and warranties required pursuant to clause 9 (Representations and warranties) to the Debenture as well as those set out in this clause 2.4:

- 2.4.1. the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (Details of Security Assets owned by the Acceding Companies) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- 2.4.2. in relation to the Real Property, part 1 of schedule 2 (Details of Security Assets owned by the Acceding Companies) identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed.

#### **2.5. Consent**

Pursuant to clause 19 (Assignment and Transfer) of the Debenture, the Obligors' Agent (as agent for itself and the existing Chargors):

- 2.5.1. consents to the accession of the Acceding Company to the Debenture on the terms of this Accession Deed; and
- 2.5.2. agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if the Acceding Company had been named in the Debenture as a Chargor.

### **3. CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "this Deed" and similar expressions shall include references to this Accession Deed.

### **4. THIRD PARTY RIGHTS**

A person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

### **5. NOTICE DETAILS**

Notice details for the Acceding Company are those identified with its name below.

6. **COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. **GOVERNING LAW**

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

**IN WITNESS** of which this Accession Deed has been duly executed by the Acceding Company and the Parent as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Accession Deed by the Acceding Company and the Obligors' Agent.

Schedule 1 to the Accession Deed

The Acceding Companies

<u>Company name</u>	<u>Registered number</u>	<u>Registered office</u>
St Vincent Street Developments Limited	SC216154	Lomond Court, Castle Business Park, Stirling, Scotland FK9 4TU



**Schedule 2 to the Accession Deed**

**Details of Security Assets owned by the Acceding Companies**

<b>Registered land</b>			
<b>Acceding Company</b>	<b>Address</b>	<b>Administrative Area</b>	<b>Title number</b>
St Vincent Street Developments Limited	Flat 04, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 06, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 22, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 33, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 82, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 89, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 92, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 189, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 194, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC

St Vincent Street Developments Limited	Flat 198, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 206, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 208, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 228, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 239, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 240, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC
St Vincent Street Developments Limited	Flat 247, Milliners Wharf, Ancoats, Manchester M4 7BD	Greater Manchester	TBC

Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[ ]	[ ]	[ ]	[ ]	[ ]

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANY

Executed as a deed  
(but not delivered until the date hereof)  
by ST VINCENT STREET DEVELOPMENTS  
LIMITED  
acting by:


  
.....  
Director/Secretary/Witness  
Director

Full Name: GARETH EDE

  
.....  
Director/Secretary/Witness

Full Name REUBEN GILDERDALE

Witness only:

Address: 


Occupation: ACCOUNTANT

THE OBLIGORS' AGENT

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH PROPERTY  
DEVELOPMENTS LIMITED  
acting by:

  
.....  
Director/Secretary/Witness  
Director

Full Name: GARETH EDE

  
.....  
Director/Secretary/Witness

Full Name REUBEN GILDERDALE

Witness only:

Address: 

Occupation: ACCOUNTANT

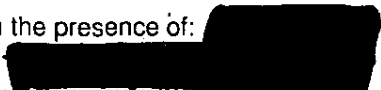
THE LENDER

Executed as a deed  
(but not delivered until the date hereof)  
by ABBEY NATIONAL TREASURY SERVICES PLC  
acting by



Authorised Signatory

in the presence of:



Witness

T. PARR

Full Name

2 TRITON SQ, LONDON

Address

BANKER

Occupation

Dated

1 August

2014

THE COMPANIES AND THE UNIT TRUSTS NAMED IN THIS DEED AS ORIGINAL  
CHARGORS

and

ABBEY NATIONAL TREASURY SERVICES PLC

Debenture

Certified as a true copy of  
the original save for material  
redacted pursuant to section  
859G of the Companies Act  
2006.

Signed: Ward Hadaway

wardhadaway  
lawfirm

wh9323880v8

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This Debenture is made on

1 August

2014

Between

- (1) THE COMPANIES AND THE UNIT TRUSTS LISTED IN SCHEDULE 1 TO THIS DEED (each a "Chargor"); and
- (2) ABBEY NATIONAL TREASURY SERVICES PLC a company incorporated and registered under the laws of England and Wales with company number 2338548 whose registered office is at 2 Triton Square, Regents Place, London, NW1 3AN (the "Lender").

Background

- (A) The Lender has agreed to provide the Borrowers with a facility pursuant to the terms of the Facility Agreement.
- (B) Each Chargor has agreed to provide security in the form of this Debenture for all monies, obligations and liabilities at any time owed to the Lender by the Chargors from time to time.

IT IS AGREED as follows:-

1. Definitions and Interpretation

- 1.1. Unless the context otherwise requires or unless otherwise defined in this Debenture (referred to herein as this "Deed" or this "Debenture") words and expressions shall have the same meanings that are ascribed to them in the Facility Agreement and the following expressions shall have the following meanings:

"Accession Deed"	means an accession deed as referred to in Clause 19.4 the form of which is set out in Schedule 3;
"Account"	has the same meaning as is ascribed to it in the Facility Agreement;
"Agreement for Lease"	means an agreement to grant an Occupational Lease of all or part of a Property;
"Borrowers"	has the same meaning as is ascribed to in the Facility Agreement;
"Business Day"	a day, (other than a Saturday and Sunday or a bank holiday) on which clearing banks are open for general business in the City of London;
"Charged Property"	all and every part of the property assets and undertaking of each Chargor charged by this Debenture;
"Debts"	all book and other debts of each Chargor (present and future), all other monies due and



owing to each Chargor (present and future) and the benefit of all rights, securities or invoices in respect of such book or other debts;

**"Encumbrance"**

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, hypothecation, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**"Equipment"**

all present and future equipment, plant, machinery, computers, tools, vehicles, furniture, fittings, not alterations and apparatus and other tangible moveable property for the time being owned by each Chargor, including any part of it and all spare parts, replacements, modifications and additions;

**"Event of Default"**

has the same meaning as is ascribed to it in the Facility Agreement (and also includes any similar or analogous default or acceleration event under any other facility agreement or letter between the Lender and the Chargor);

**Facility Agreement"**

the facility agreement dated on or about the date of this Debenture and made between Scarborough Property (UK) Limited and others as original borrowers, Scarborough Property (UK) Limited and others as original guarantors, Scarborough Property Developments Limited as obligors, agent and the Lender as lender;

**"Finance Documents"**

has the same meaning as is ascribed to it in the Facility Agreement;

**"LPA"**

Law of Property Act 1925 (as amended);

**"Occupational Lease"**

means any occupational lease or licence or other right of occupation to which a Property may be subject from time to time;

**"Permitted Dealing"**

means (i) entering into of any Agreement for Lease; (ii) granting of any new Occupational Lease; (iii) agreeing to any amendment, release or waiver in respect of any Agreement for Lease or Occupational Lease; (iv) commencing any forfeiture proceedings in respect of, or forfeit or exercise any right of re-entry or exercise any option or power to break, determine or extend in respect of any Occupational Lease; (v) granting any new contractual licence or sublease or right to occupy any part of any Property after the date of this Deed; (v) consenting to any surrender or assignment of any tenant's interest under any

Agreement for Lease or Occupational Lease or contractual licence or right to occupy any part of any Property; (vi) agreeing to any rent reviews in respect of any Occupational Lease, in each case where the annual rent payable in relation to the premises which are subject to the dealing in question is less than £50,000 or any other Disposal described in clause 21.5.2 of the Facility Agreement;

**"Property"**

any freehold, heritable or leasehold property described in Schedule 2 or at any time vested in each Chargor;

**"Receiver"**

any person or persons appointed as administrator, administrative receiver, receiver, manager or receiver and manager or other receiver by the Lender under this Debenture or otherwise in respect of each Chargor and/or over all or any part of the Charged Property;

**"Released Shares"**

1. one ordinary share of £1 in the share capital of Salford Land Developments Limited (company number 07753236); and
2. one ordinary share of £1 in the share capital of Scarborough Developments (Salford) Limited (company number 07749089),

held by Scarborough Property (UK) Limited (company number 07749015).

**"Secured Liabilities"**

all present and future monies, obligations or liabilities whatsoever now or hereafter due, owing or incurred to the Lender by each Chargor, including (but not limited to) under the terms of or in connection with the Facility Agreement and/or any other Finance Document;

**"Security Interest"**

any mortgage charge pledge lien right of set off or any security interest whatsoever; and

**"Subsidiary"**

means a subsidiary (as defined in 1159 and 1162 of the Companies Act 2006) of Scarborough Group International Limited (Scottish company number SC319817).

1.2. Unless the context otherwise requires, any references in this Deed to:-

- 1.2.1. a "Chargor" includes any Subsidiary which becomes a party to this Deed pursuant to an Accession Deed and references to any Chargor and the Lender shall be construed so as to include their successors in title, permitted assignees and permitted transferees;

- 1.2.2. a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.3. "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.4. "guarantee" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- 1.2.5. any document (including this Debenture) shall be construed as a reference to that document as from time to time amended, varied, novated, supplemented, extended or restated or replaced in accordance with its terms;
- 1.2.6. any statute or statutory instrument shall include any statutory modification or re-enactment thereof;
- 1.2.7. "person" includes any individual, firm, company, corporation, government state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.8. a time of day is a reference to the time in London;
- 1.2.9. clauses are to be construed as references to clauses to this Debenture and any references to sub-clauses are to be construed as references and sub-clauses of the clause or sub-clause in which the references appear;
- 1.2.10. words importing the singular shall include the plural and vice versa and persons shall include bodies corporate and vice versa;
- 1.2.11. "in writing" or "written" includes facsimiles and any non-transitory form of visible reproduction of words and any letters attached to electronic mail but excludes electronic mail and text messaging via mobile phone; and
- 1.2.12. headings are for convenience only and shall not affect the construction thereof.
- 1.3. The terms of the Facility Agreement are incorporated in this Debenture to the extent required for any purported disposition of any property contained herein to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.4. Any certificate of the Lender setting forth the amount of any of the Secured

Liabilities due from each and any Chargor shall be conclusive evidence of such amount against such Chargor in the absence of manifest error.

- 1.5. If the Lender considers that an amount is capable of being avoided or otherwise set aside on liquidation or administration of any Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Debenture.
- 1.6. All covenants, undertakings, representations and obligations of each Chargor under this Debenture are given jointly and severally.

**2. Covenant to Pay**

- 2.1. Each Chargor hereby covenants with and undertakes to the Lender to pay or discharge immediately on demand all the Secured Liabilities as and when they fall due.
- 2.2. If any Chargor shall fail to pay any amount under this Debenture when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) in accordance with clause 8.3 (Default Interest) of the Facility Agreement (or applicable provision of any other facility agreement or letter between the Lender and any Chargor) for overdue sums until the date such amount is paid in full to the Lender.

**3. Fixed Charges**

- 3.1. Each Chargor with full title guarantee hereby charges to the Lender as a continuing security for the payment and/or discharge of the Secured Liabilities:-

3.1.1. by way of first legal mortgage the Property (if any) vested in it which is described in Schedule 2 together with all present and future buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

3.1.2. by way of first legal mortgage all freehold and leasehold property of each Chargor now vested in it (whether or not registered at the Land Registry) together with all present and future buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

3.1.3. by way of first fixed charge:

3.1.3.1. all future freehold and leasehold property of each Chargor together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

3.1.3.2. all present and future interests of each Chargor in or over land or the proceeds of sale of it and all present and future licences of each Chargor to enter upon or use land;

3.1.3.3. the benefit of all other agreements relating to land which each Chargor is or may become party or otherwise

entitled;

- 3.1.3.4. all plant, machinery, vehicles and computer equipment of each Chargor (present and future) including but not limited to the Equipment together with all rights, title and interest of each Chargor under any agreements relating to the purchase, lease, hire purchase or maintenance of the same;
- 3.1.3.5. all furniture, furnishings, equipment, tools and other chattels of each Chargor (present and future) together with all right, title and interest of each Chargor under any agreements relating to the purchase, lease or hire purchase of the same;
- 3.1.3.6. all present and future uncalled capital and goodwill of each Chargor;
- 3.1.3.7. all patents, utility models, trade marks and service marks (whether registered or not), brand and trade names, registered and unregistered design rights, rights in passing off, database rights, copyrights, computer programs, inventions, confidential information, know-how, trade secrets and all other intellectual or intangible property or rights in each case now or in the future held by each Chargor (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any and all applications for the protection thereof and all licences agreements and ancillary and connected rights and benefits including all royalties fees and other income from the same both present and future of each Chargor;
- 3.1.3.8. the benefit of all agreements and licences now or in the future entered into or enjoyed by each Chargor in any part of the world of any such rights as are referred to in clause 3.1.3.7 but owned by others;
- 3.1.3.9. all rights and interests in and claims under all present and future contracts or policies of insurance now or in the future held by or insuring to the benefit of each Chargor except to the extent that it is subject to an assignment pursuant to clause 5.1);
- 3.1.3.10. all rights and interests and claims under all other present and future contracts of insurance or assurance in which each Chargor now or hereafter has an interest and all monies from time to time payable thereunder including any refund of premiums and insurance Proceeds except to the extent they are subject to an assignment pursuant to clause 5.1;
- 3.1.3.11. with the exception of the Released Shares which are not charged to the Lender under this Debenture, all present and future stocks, shares and other securities

owned (at law or in equity) by each Chargor and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise;

- 3.1.3.12. all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 3.1.3.11, whether by way of dividend, distribution, interest or otherwise;
- 3.1.3.13. the benefit of all warranties, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to each Chargor in respect of any of the assets secured by fixed charge under this Debenture;
- 3.1.3.14. each of the Accounts and all present and future bank accounts, cash at bank and credit balances of each Chargor with any bank or other person whatsoever and all rights relating or attaching to them (including the rights to interest, investments made from such accounts and all rights to repayment) including but not limited to the Proceeds Account;
- 3.1.3.15. all rights or property accruing or payable to each Chargor now or in the future under or by virtue of an asset secured by a fixed charge under this Debenture except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this clause 3.1; and
- 3.1.3.16. all Debts whether now or hereafter existing and whether presently payable or hereafter falling due for payment and the full benefit of all rights and remedies relating thereto.

#### **4. Floating Charge**

- 4.1. Each Chargor with full title guarantee hereby charges to the Lender as a continuing security for the payment and/or discharge of the Secured Liabilities by way of floating charge the whole of the undertaking of each Chargor and all its other property and assets whatsoever and wheresoever both present and future other than the property and assets effectively charged to the Lender by way of legal mortgage or fixed charge by this Debenture.
- 4.2. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture.

#### **5. Security Assignment**

- 5.1. Each Chargor with full title guarantee hereby assigns as a continuing security

for the payment or discharge of the Secured Liabilities in favour of the Lender (subject to the right of each Chargor to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities) (insofar as they are capable of being assigned by way of security) all the rights, title and interest of each Chargor in and to:

5.1.1. any agreement (including but not limited to) any hedging or interest rate management agreement to which each Chargor is a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture;

5.1.2. all Rental Income;

5.1.3. all policies of insurance which are at any time held by or are otherwise in favour of each Chargor, or in which each Chargor from time to time has an interest; and

5.1.4. all claims and insurance proceeds from all policies of insurance which are at any time held by or are otherwise in favour of each Chargor, or in which each Chargor from time to time has an interest.

5.2. In the event that any of the assets purported to be assigned pursuant to clause 5.1.3 and 5.1.4 are not assignable, the assignment of that asset shall be deemed to be the subject of a fixed charge pursuant to clause 3.1.

5.3. Each Chargor agrees that it will serve a notice of the assignments provided for in clause 5.1 and use reasonable endeavours to obtain an acknowledgement of any such notice in a form stipulated by the Lender.

## **6. Continuance of Security**

The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Lender may from time to time hold in respect of all or any part of the Secured Liabilities. The security constituted by this Debenture shall be continuing and will extend to the ultimate balance of all Secured Liabilities regardless of any intermediate payments of part.

## **7. Crystallisation**

7.1. The floating charge created by this Debenture shall automatically crystallise and be converted into a specific fixed charge over the assets and undertaking of each Chargor upon the occurrence of an Event of Default and/or if any subsequent floating charge is crystallised into a fixed charge.

7.2. In addition and without prejudice to any other right the Lender may at any time by notice in writing to each and any Chargor declare that the floating charge created by this Debenture shall be converted into a fixed charge over all or such part of the assets and undertaking as may be specified in the notice.

## **8. General Covenants**

8.1. Each Chargor covenants with the Lender that it shall not without the prior

written consent of the Lender:-

- 8.1.1. create or attempt to create or permit to subsist or enter into any Encumbrance over the Property or all or any of its property or assets nor increase nor extend any liability of each Chargor secured on any of the Charged Property other than in favour of the Lender or any other Permitted Security;
- 8.1.2. sell lease licence or otherwise dispose of any property or the whole or a substantial part of the undertaking of each Chargor or cause or permit any right over the Charged Property to be acquired by any third party other than a Permitted Dealing;
- 8.1.3. exercise the statutory powers of leasing or accepting surrenders of leases nor grant any right to occupy or share occupation of the Property or any property nor agree to do any of such things save that each Chargor may, without the consent of the Lender create, amend and/or terminate Approved Tenancy Agreements in relation to residential units forming part of the Properties and (ii) carry out any Permitted Dealing;
- 8.1.4. make any material alterations or additions to or change the authorised use of the Property or any Charged Property; and/or
- 8.1.5. allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of the Property or any of its properties (or any part of them) or create or permit to arise any overriding interest ((as specified in Schedule 1 or Schedule 3) to the Land Registration Act 2002) affecting any such property.

8.2. Each Chargor covenants with the Lender that it will:-

- 8.2.1. at all times comply with the terms of this Debenture and the Facility Agreement;
- 8.2.2. preserve and maintain all intellectual property rights owned or used by each Chargor;
- 8.2.3. as soon as reasonably practicable and in any event within 5 Business Days of acquisition notify the Lender of the acquisition by each Chargor of any estate or interest in any freehold, heritable or leasehold property;
- 8.2.4. as soon as reasonably practicable notify the Lender in writing of the occurrence of an Event of Default or of the occurrence of any event which with the lapse of time or giving of notice would or may constitute any of the same;
- 8.2.5. deposit with the Lender all deeds certificates and documents constituting or evidencing title to the Charged Property or any part thereof save where the Chargor's solicitors have provided an undertaking to the Lender to hold such deeds, certificates and documents to the order of the Lender;
- 8.2.6. in respect of any freehold or leasehold property which is hereafter



acquired by each Chargor the title to which is registered at the Land Registry or the title to which is required to be so registered give such Registry notice of this Debenture and procure that notice of these presents is duly noted in the Register to each such title in accordance with the terms of clause 24.1;

8.2.7. promptly give notice to any landlord or tenant of any freehold or leasehold property which is (or becomes pursuant to clause 8.2.6 Charged Property) in the form required by the Lender and use reasonable endeavours to ensure that the recipient acknowledges such notice; and

8.2.8. promptly give notice to any party to necessary or desirable to give effect to the assignments in clause 5 in the form required by the Lender and use reasonable endeavours to ensure that the recipient acknowledges such notice.

## **9. Representations and Warranties**

9.1. Each Chargor represents and warrants to the Lender as at the date of this Debenture that:

9.1.1. it is the legal and beneficial owner of the Charged Property other than the Trustees, who warrant that they are the legal owners of the relevant Charged Property and that the Unitholders are the beneficial owners of the relevant Charged Property;

9.1.2. the Charged Property is free from any Encumbrance other than as created by this Debenture and any Permitted Security;

9.1.3. save as disclosed in writing to the Lender, it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it;

9.1.4. save as disclosed in writing to the Lender, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property;

9.1.5. so far as the Chargor is aware, there is no breach of any law or regulation which in the reasonable opinion of the Lender materially adversely affects the Charged Property;

9.1.6. no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use; and

9.1.7. no Encumbrance expressed to be created under this Debenture is liable to be avoided, or otherwise set aside, on the liquidation or administration of any Chargor or otherwise.

9.2. The representations and warranties contained in clause 9.1 shall be deemed to be made on each day during the period starting on the date of this Debenture and ending on the date on which all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further

Secured Liabilities are capable of being outstanding.

10. Debts

10.1. No Chargor will, without the prior written consent of the Lender:

10.1.1. deal with its Debts otherwise than by collecting them in the ordinary course of business; or

10.1.2. charge, factor, discount or assign any of its Debts in favour of any third party.

10.2. As soon as reasonably practicable following a request by the Lender and at all times following such request each Chargor will pay the proceeds of payment or realisation of all each Chargor's Debts into an account nominated by the Lender (the "Proceeds Account"); and pending that payment will hold all money so received upon trust for the Lender. If the request anticipated by this clause 10.2 is made by the Lender, then no Chargor will, without the prior written consent of the Lender, withdraw any monies standing to the credit of the Proceeds Account.

10.3. If called upon to do so by the Lender, each and any Chargor:

10.3.1. will promptly give notice to the bank or financial institution with which the Proceeds Account has been opened/is held in a form stipulated by the Lender and use reasonable endeavours to ensure that the bank or financial institution acknowledges that notice, and

10.3.2. shall provide notice to the financial institution with which the Proceeds Account is held to confirm that the Lender has withdrawn any consents provided to withdrawals of monies from the Proceeds Account or for any other purpose as requested by the Lender.

10.4. If called upon to do so by the Lender, each and any Chargor shall execute a legal assignment of the Debts to the Lender in such terms as the Lender may require and give notice of that assignment to the Debtors from whom the Debts are due, owing or incurred.

11. Equipment

11.1. Each Chargor shall:

11.1.1. maintain the Equipment in reasonable and serviceable condition (except for expected fair wear and tear); and

11.1.2. not to permit any Equipment to be, with its knowledge:

11.1.2.1. used or handled, other than by properly qualified and trained persons; or

11.1.2.2. overloaded or used for any purpose for which it is not designed or reasonably suitable.

11.2. Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the

Equipment and, on written demand, produce evidence of payment to the Lender.

11.3. Each Chargor shall:

11.3.1. give the Lender such information concerning the location, condition, use and operation of Equipment as the Lender may reasonably require; and

11.3.2. permit any persons designated by the Lender to inspect and examine Equipment and the records relating to Equipment at all reasonable times and on reasonable prior written notice.

11.4. Each Chargor shall comply with the provisions of clause 23.1 (Insurance) of the Facility Agreement in respect of the Equipment.

11.5. Each Chargor shall, if so requested by the Lender, place and maintain on each item of Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording:

**"NOTICE OF CHARGE**

This [DESCRIPTION OF ITEM] and ancillary equipment is subject to a fixed charge dated [DATE] in favour of [ ]

12. **Power to Remedy**

At reasonable times and upon reasonable prior written notice or at any time in case of default by any Chargor in repairing or keeping in repair or insuring the Charged Property or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, such Chargor will permit the Lender or its agents and contractors to enter onto any of the Charged Property and to comply with or object to any notice served on such Chargor in respect of the Charged Property and to effect such repairs or insurance or generally do such things or pay all such properly and reasonably incurred costs charges and expenses that the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. Each Chargor will indemnify and keep the Lender indemnified against all losses costs charges and expenses reasonably and properly incurred in connection with the exercise of the powers contained in this clause 12.

13. **Enforcement**

13.1. The security contained in this Debenture shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

13.2. The power of sale and other powers conferred on mortgagees by the LPA (as varied or amended by this Debenture) shall arise on and be exercisable at any time after the execution of this Debenture and such power together with all the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986 and all or any of the rights and powers conferred by this Debenture shall be immediately exercisable without further notice to any Chargor.

- 13.3. After the security constituted hereby has become enforceable the Lender may in its absolute discretion enforce all or any part of such security in such manner as it sees fit.
- 13.4. For the purposes of all powers implied by statute the Secured Liabilities shall be deemed to have become due and payable on the date hereof and Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to the security created by this Debenture.
- 13.5. The statutory powers of leasing conferred on the Lender shall be extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender shall think fit and without the need to comply with any of the provisions of Section 99 to 100 of the LPA.

14. Receiver

- 14.1. At any time after the security constituted by this Debenture has become enforceable or if so requested by any Chargor the Lender may by instrument in writing appoint (and thereafter remove or substitute) any person or persons to be Receiver of the Charged Property or any part thereof and/or an administrator of any Chargor. If more than one person is appointed they may act and exercise all their powers together or separately. The appointment of a Receiver over part of the Charged Property shall not prevent the appointment being extended or another Receiver being appointed over any other part of the Charged Property.
- 14.2. Any Receiver shall be the agent of each Chargor which shall be solely responsible for his acts and defaults and liable on any contracts entered into or adopted by him and for the payment of his remuneration. The remuneration of any Receiver may be fixed by the Lender but shall be payable by the Chargor or Chargors concerned alone and may be debited by the Lender to any account of the Chargors but shall in any event form part of the Secured Liabilities.
- 14.3. Every Receiver appointed under this Debenture shall have and be entitled to exercise all of the powers set out below in addition to those conferred by the LPA (without the restrictions contained in section 103 of that Act) and Schedule 1 to the Insolvency Act 1986 on mortgagees in possession (but without liability of such) receivers, administrative receivers and administrators appointed under those Acts. In addition but without prejudice to the generality of the foregoing the Receiver shall have the power (in the name of the Chargor or Chargors concerned or otherwise and in such manner and on such terms and conditions as he shall think fit) to:-
- 14.3.1. take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
  - 14.3.2. carry on or concur in carrying on the business of the Chargor or Chargors concerned and raise money from the Lenders or others on the security of any property charged by this Debenture;
  - 14.3.3. purchase or acquire any land and purchase acquire and grant any

Interest in or right over land;

- 14.3.4. sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any property charged by this Debenture and to carry any such transactions into effect;
- 14.3.5. sell assign let or otherwise dispose of or concur in selling assigning letting or otherwise disposing of all or any of the property in respect of which he is appointed;
- 14.3.6. make any arrangement or compromise between the Chargor or Chargors concerned and any other person which he may think expedient;
- 14.3.7. make and effect all repairs improvement and insurances;
- 14.3.8. purchase materials tools equipment goods or supplies;
- 14.3.9. call up any uncalled capital of the Chargor or Chargors concerned with all the powers conferred by the articles of association of the Chargor or Chargors concerned in relation to calls;
- 14.3.10. employ engage and appoint managers and other employees and professional advisors; and
- 14.3.11. do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture for which he lawfully may or can do.

#### 15. Application of Proceeds

15.1. All monies received by the Lender or by any Receiver appointed by it pursuant to this Debenture and/or under the powers hereby conferred shall, subject to any prior claims, be applied for the following purposes and unless otherwise determined by the Lender or such receiver in the following order of priority (but without prejudice to the right of the Lender to recover any shortfall from the Chargor or Chargors concerned):-

- 15.1.1. in or towards satisfaction of or provision for all monies raised or borrowed and all costs charges expenses and liabilities paid or incurred by the Receiver or Lender including the remuneration of the Receiver;
- 15.1.2. in or towards payment of the Secured Liabilities; and
- 15.1.3. the claims of those entitled to any surplus;

provided that the Receiver may retain any money in his hands for so long as he thinks fit; and the Lender may, without prejudice to any other rights the Lender may have at any time and from time to time, place and keep for such time as the Lender think prudent any money received, recovered or realised under or by virtue of this Debenture to or at a separate suspense account to the credit either of the Chargor or Chargors concerned or of the Lender as the

Lender may think fit without any immediate obligation on the part of the Lender to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities.

**16. Protection of Third Parties**

- 16.1. No purchaser mortgagee or other person or company dealing with the Lender or the Receiver or his agents shall be concerned to enquire whether any power has arisen become exercisable or is being validly exercised.
- 16.2. The receipt of the Lender or the Receiver shall be an absolute discharge and the payer shall not be obliged to see to the application of monies paid to them.

**17. Protection of Lender and Receiver**

- 17.1. The Lender shall not be liable to any Chargor in respect of any loss or damage arising out of the exercise or the attempted purported or failure to exercise any of their respective powers.
- 17.2. Entry into possession of any of the Charged Property shall not render the Lender liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable nor shall it prevent the Lender at any time going out of such possession.
- 17.3. Each Chargor further covenants with the Lender (even if no Event of Default shall have occurred) that it shall upon demand execute at the Chargor's own cost any document or do any act or thing (including, but not limited to, giving notice of any assignment or charge to any party or making any filing or registration) which may:-
- 17.3.1. create, perfect or protect any Security Interest intended to be created by this Debenture (including, but not limited to, a legal mortgage over property acquired after the date of this Debenture); or
- 17.3.2. facilitate the exercise of any of the powers of the Lender or the Receiver for the realisation of any of the Charged Property.

**18. Expenses**

- 18.1. Each Chargor further covenants with the Lender to:-
- 18.1.1. reimburse or pay and indemnify the Lender and the Receiver against all costs charges expenses payments losses and liabilities reasonably and properly incurred by the Lender or the Receiver in connection with the exercise or purported exercise of any of their powers under or the enforcement or preservation of this Debenture or because of any breach of any Chargor of any of its obligations to the Lender.
- 18.1.2. pay all value added or similar tax payable on all monies payable under this Debenture; and

- 18.1.3. pay interest at the rate stipulated in the Facility Agreement for overdue sums as well as before judgment from the date of the costs, charges, expenses or payments referred at clause 18.1.1 being incurred or becoming payable until the date the same are unconditionally and irrevocably paid and discharged in full. All such costs, charges, expenses and payments shall be paid on the basis of a full indemnity.

**19. Assignment and Transfer**

- 19.1. The Lender may at any time, without the consent of any Chargor, assign or transfer the whole or any part of the Lender's rights under this Debenture to any person. Each and any Chargor shall, immediately upon being requested to do so by the Lender and at the cost of the Lender, enter in to such documents as may be necessary or desirable to give effect to such transfers.
- 19.2. The Lender may disclose to any person related to the Lender any information about each Chargor and any person connected or associated with it. Each Chargor represents and warrants that it has (and, subject to any contrary requirement of law, will maintain) any necessary authority by or on behalf of any such person to agree to the provisions of this clause.
- 19.3. No Chargor may assign or transfer any of its rights (if any) or its obligations under this Debenture (in whole or in part) or enter into any transaction, which would result in any of these rights or obligations passing to another person.
- 19.4. Each Chargor:
- 19.4.1. consents to new Subsidiaries becoming Chargors through the execution of an Accession Deed as contemplated by the Finance Documents; and
- 19.4.2. irrevocably authorises the Obligors' Agent to agree to and, if necessary, sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

**20. Further Provisions**

- 20.1. The Lender may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Lender by the Chargor) against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- 20.2. At any time after the Security Interest created by this Debenture has become enforceable (and in addition to its rights under clause 20.1), the Lender may (but shall not be obliged to) set off any contingent liability owed by any Chargor under any Finance Document against any obligation (whether or not matured) owed by the Lender to any Chargor regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Lender may set off in any amount estimated by it in good faith to be the amount of that

obligation.

- 20.3. The Lender is irrevocably authorised at any time (whether or not an Event of Default has occurred) to apply any monies in any Account in accordance with the Facility Agreement.
- 20.4. Without prejudice to clause 20.1, if any time deposit matures on any account which any Chargor has with the Lender when:
- 20.4.1. the Security Interest created by this Debenture has become enforceable; and
- 20.4.2. no Secured Liabilities are due and payable,
- such time deposit shall automatically be renewed for such further maturity as the Lender in its absolute discretion considers appropriate unless the Lender otherwise agrees in writing.
- 20.5. Any release, discharge or settlement between any Chargor and the Lender shall be deemed conditional upon no payment or security received in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding up, administration or receivership and, notwithstanding any such release, discharge or settlement:
- 20.5.1. the Lender or its nominee shall be at liberty to retain this Debenture and the security created by or pursuant to this Debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender shall deem necessary to provide the Lender with security against and any such avoidance or reduction or order for refund; and
- 20.5.2. the Lender shall be entitled to recover the value or amount of such security or payment from any relevant Chargor subsequently as if such settlement, discharge or release had not occurred and each Chargor agrees with the Lender accordingly and charges the Charged Property and the proceeds of any sale of it with any liability under this paragraph.
- 20.6. The rights and powers of the Lender conferred by this Debenture are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.
- 20.7. Any waiver or variation of any right by the Lender (whether arising under this Debenture or under the general law) is only effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision.
- 20.8. No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this Debenture or constitute a suspension or variation of any such right or power.
- 20.9. No delay or failure to exercise any right or power under this Debenture shall operate as a waiver.



20.10. No single or partial exercise of any right under this Debenture shall prevent any other or further exercise of that or any such right.

20.11. This Debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

20.12. A third party (being any person other than any Chargor and the Lender and its permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Debenture and no consent of any third party is required for any amendment, variation or termination of this Debenture.

20.13. The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

## 21. Power of Attorney

21.1. By way of security for its obligations under this Deed, each Chargor hereby irrevocably appoints the Lender and Receiver, jointly and severally, to be its attorney (with full power of substitution) on behalf of each Chargor and in its name or otherwise to execute any document or do any act or thing which the Lender or the Receiver may in their absolute discretion consider appropriate in the exercise of any of their powers or which each and any Chargor is obliged to the Lender to execute or do whether under this Debenture or otherwise.

21.2. Each Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in clause 21.1 shall do or purport to do in the exercise or purported exercise of all or any of the powers authorised and discretions referred to in such clause.

## 22. New Accounts

If the Lender receives or is deemed to be affected by notice whether actual or constructive of any subsequent charge or other interest affecting any part of the Charged Property and/or the proceeds of sale thereof the Lender may open a new account or accounts. If the Lender does not open a new account they shall nevertheless be treated as if they had done so at the time when they received or were deemed to have received notice as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account(s) and shall not operate to reduce the amount for which this Debenture is security.

## 23. Other Security etc

23.1. The charges in this Debenture are in addition to any other Security Interest which the Lender may have in respect of the Secured Liabilities. Such charges and other Security Interest can be enforced in whatever order the Lender decides.

- 23.2. If there are any Security Interests higher in priority to the charge in this Debenture and any powers and remedies conferred to them are being exercised or enforced against the Charged Property the Lender or any Receiver may redeem or take a transfer of such prior Security Interest, may settle and pass the accounts to the prior chargees which shall be inclusive and binding on each Chargor and all monies paid or costs incurred in such redemption or transfer shall be paid to the Lender on demand and until payment added to the Secured Liabilities.

24. Notices

- 24.1. Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be given:

24.1.1. in person or by post; or

24.1.2. to the extent agreed by the Parties making and receiving the communication, by email or other electronic communication.

- 24.2. For the purposes of the Finance Documents, an email or other electronic communication shall be treated as being in writing.

- 24.3. The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- 24.3.1. in the case of each Chargor to:

Attn: The Finance Director

Address: Europa House  
20 Esplanade  
Scarborough  
YO11 2AQ

Fax: +44 (0)113 284 0810

- 24.3.2. in the case of the Lender to:

Attn: Alan Aimers

Address: 2 Triton Square  
Regents Place  
London  
NW1 2AN

Fax: +44 (0)207 487 0547

or any substitute address, email address or department or officer as the Party may notify to the Lender (or the Lender may notify to the other Parties, if a change is made by the Lender) by not less than five Business Days' notice.

**25. Land Registry**

- 25.1. In respect of the Property and any other Charge Property the title to which is registered at the Land Registry and in respect of any other registered titles against which this Debenture may be noted the Chargor which owns such Property or Properties hereby applies to the Chief Land Registrar for a standard Form P restriction in following terms to be entered on the Register of Title relating thereto:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of Abbey National Treasury Services plc referred to in the charges register or its conveyancer".

**26. Governing Law and Jurisdiction**

- 26.1. This Debenture and any claim, dispute or matter arising under or in connection with this Debenture (including any non-contractual obligations arising out of or in connection with it) shall be governed by and construed according to the laws of England.
- 26.2. The parties to this Debenture irrevocably agree that, subject as provided below, the courts of England shall have exclusive jurisdiction over any claim or matter arising out of or in connection with this Debenture. Nothing in this Clause shall limit the right of the Lender to take proceedings against each Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Executed as a Deed but not delivered until the date appearing at the beginning of this Deed.

Schedule 1

Original Chargers

Company Name	Company Number	Registered Office
Scarborough Property Developments Limited	7036711	Europa House 20 Esplanade Scarborough YO11 2AQ
Scarborough (UK) Limited	7749015	Europa House 20 Esplanade Scarborough YO11 2AQ
Sheaf Management Limited	05996126	Europa House 20 Esplanade Scarborough YO11 2AQ
Scarborough Campus Limited	07832920	Europa House 20 Esplanade Scarborough YO11 2AQ
Scarborough Partnership Properties Limited	06763607	Europa House 20 Esplanade Scarborough YO11 2AQ
Quantum Property (Poyle) Limited	06547421	Europa House 20 Esplanade Scarborough YO11 2AQ
Scarborough Scolia Limited	07826630	Europa House 20 Esplanade Scarborough YO11 2AQ
Victoria Mills Development Limited	05578273	Europa House 20 Esplanade Scarborough YO11 2AQ
Remote Properties 1175 Limited	04330675	Europa House 20 Esplanade Scarborough YO11 2AQ

United Scarborough Estates Limited	05360844	Europa House 20 Esplanade Scarborough YO11 2AQ
Use (Hanover House) Limited	05934255	Europa House 20 Esplanade Scarborough YO11 2AQ
Use (Leicester) Limited	05805362	Europa House 20 Esplanade Scarborough YO11 2AQ
Use (Bristol) Limited	05757355	Europa House 20 Esplanade Scarborough YO11 2AQ
Quoin Property Company Limited	SC273554	93 George Street Edinburgh EH2 3ES
Scarborough Investment Company (Blackpool) Limited	SC259603	93 George Street Edinburgh EH2 3ES
Bedell Corporate Trustees Limited and Atrium Trustees Limited (as joint trustees of the Queen Street Unit Trust)	71860 71861	26 New Street 17 Helier Jersey SE2 3RA
Bedell Corporate Trustees Limited and Atrium Trustees Limited (as joint trustees of the Griffin Unit Trust)	71860 71861	26 New Street 17 Helier Jersey SE2 3RA
SDG Caledonia (Residential) Limited	05985743	Europa House 20 Esplanade Scarborough YO11 2AQ
Scarborough Enterprise Centre Limited	07640506	Europa House 20 Esplanade Scarborough YO11 2AQ
Scarborough Crawley Limited	07571599	Europa House 20 Esplanade Scarborough YO11 2AQ

Scarborough Limited	Bromley	07571595	Europa House 20 Esplanade Scarborough YO11 2AQ
Haymarket House (Belfast) Limited		04327374	Europa House 20 Esplanade Scarborough YO11 2AQ
SGD (Ireland) Limited		03930266	Europa House 20 Esplanade Scarborough YO11 2AQ
Scarborough Watford Limited		07571600	Europa House 20 Esplanade Scarborough YO11 2AQ
117 The Headrow Limited		05340489	Europa House 20 Esplanade Scarborough YO11 2AQ

## Schedule 2

### Property Details

Registered land		
Registered Proprietor	Address	Title number
Scarborough Digital Campus Limited	Ventana House, Sheffield, Digital Campus, Sheaf Street, Sheffield S1 2BP	SYK538047
Scarborough Partnership Properties Limited	3150 Century Way, Thorpe Park Way, Leeds LS15 8ZB	WYK895794
Scarborough Partnership Properties Limited	3125 Century Way, Thorpe Park Way, Leeds LS15 8ZB	WYK895879
Quantum Property (Poyle) Limited	The Space Centre, Prescott Road, Colnbrook, SL3 0AE	BK332389 and BK332399
Remote Properties 1175 Limited	Crescent House, 20 Woodland Road, Darlington DL3 7PL	DU47667
United Scarborough Estates Limited	Holland Court, The Close, Norwich NR1 4DY	NK19317
USE (Leicester) Limited	22-30 Horsefair Street, Leicester, LE1 5BD	LT371088
USE (Bristol) Limited	King William House, 13 Queen Square, Bristol, BS1 4NT	AV58098
Quoin Property Company Limited	39 Mark Road, Hemel Hempstead, HP2 7DN	HD252081
Bedell Corporate Trustees Limited and Atrium Trustees Limited acting in their capacity as joint trustees of the Queen Street Unit Trust	8 to 20 (even) Queen Street, Blackpool, FY1 1PD	LA822269
Bedell Corporate Trustees Limited and Atrium Trustees Limited acting in their capacity as joint trustees of the Griffin Unit Trust	135 Aztec West, Almondsbury, Bristol BS32 4UB	AV186355

Registered land		
Registered Proprietor	Address	Title number
Scarborough Enterprise Centre Limited	The Blades and Enterprise Centre, John Street, Sheffield, S2 4SU	SYK587505
Scarborough Crawley Limited	Land and buildings at Gatwick Road, Crawley	WSX61535
Scarborough Bromley Limited	Wells House, 15-17 Elmfield Road, Bromley, Kent, BR1 1LT	SGL326934
117 The Headrow Limited	117 The Headrow and 72a and 74 Upper Basinghall Street, Leeds	WYK394897
Victoria Mills Development Limited	That part only of the land on the south side of Carruthers Street, Manchester as shaded blue on the attached plan and known as Phase 1 Milliners Wharf	Part only of GM470990 (as shaded blue on the attached plan)

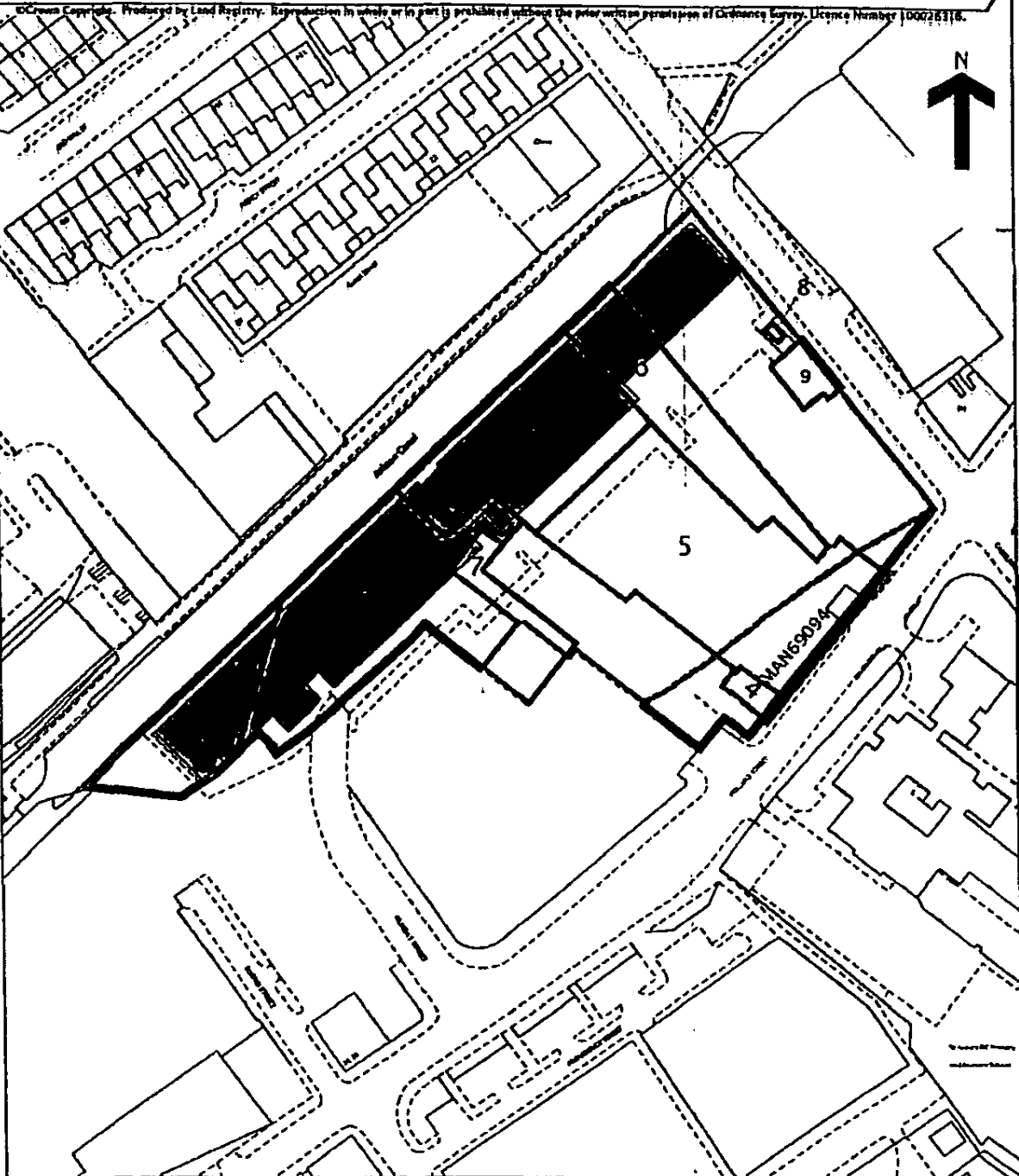


Land Registry  
Official copy of  
title plan

Title number GM470990  
Ordnance Survey map reference SJ8598SE  
Scale 1:1250  
Administrative area Greater Manchester ;  
Manchester



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*M. S. P.*

This official copy is incomplete without the preceding notes page.

*[Signature]*

### Schedule 3

#### Form of Accession Deed

THIS ACCESSION DEED is made on 20[\*\*]

BETWEEN

(1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company"); and

(2) ABBEY NATIONAL TREASURY SERVICES PLC (the "Lender").

#### BACKGROUND

This Accession Deed is supplemental to a debenture dated [ ] 2014 and made between (1) the Original Chargors named in it and (2) the Lender (the "Debenture").

#### IT IS AGREED:

##### 1. DEFINITIONS AND INTERPRETATION

###### 1.1. Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

###### 1.2. Construction

Clause 1.2 (Construction) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

##### 2. ACCESSION OF THE ACCEDING COMPANY

###### 2.1. Accession

[The/Each] Acceding Company:

2.1.1. unconditionally and irrevocably undertakes to and agrees with the Lender to observe and be bound by the Debenture; and

2.1.2. creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

2.2. Covenant to pay

Without prejudice to the generality of clause 2.1 (Accession), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (Covenant to pay) of the Debenture.

2.3. Charge and assignment

Without prejudice to the generality of clause 2.1 (Accession), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Lender for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (Fixed Charges), 4 (Floating Charges) and 5 (Security Assignment) of the Debenture including (without limiting the generality of the foregoing) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to [the/each] Acceding Company (including, without limitation, the property specified [against its name] in part 1 of schedule 2 (Details of Security Assets owned by Acceding Company) (if any));

2.4. Representations

[The/Each] Acceding Company makes the representations and warranties required pursuant to clause 9 (Representations and warranties) to the Debenture as well as those set out in this clause 2.4:

- 2.4.1. the Charged Securities listed in [part 2 of] schedule 2 to the Accession Deed (Details of Security Assets owned by the Acceding Companies) constitute the entire share capital owned by each Acceding Company in the relevant company [and constitute the entire share capital of each such company]; and
- 2.4.2. in relation to the Real Property, [part 1 of] schedule 2 (Details of Security Assets owned by the Acceding Companies) identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed.

2.5. Consent

Pursuant to clause [23.3] (Accession Deed) of the Debenture, the Obligors' Agent (as agent for itself and the existing Chargors):

- 2.5.1. consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- 2.5.2. agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

**3. CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "this Deed" and similar expressions shall include references to this Accession Deed.

**4. THIRD PARTY RIGHTS**

A person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

**5. NOTICE DETAILS**

Notice details for [the/each] Acceding Company are those identified with its name below.

**6. COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

**7. GOVERNING LAW**

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Parent as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Accession Deed]]by [the/each] Acceding Company and the Obligors' Agent.]

Schedule 1 to the Accession Deed

The Acceding Companies

Company name	Registered number	Registered office
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]

**Schedule 2 to the Accession Deed**

**Details of Security Assets owned by the Acceding Companies**

Registered land				
[Acceding Company]	Address	Administrative Area	Title number	
[ ]	[ ]	[ ]	[ ]	

Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[ ]	[ ]	[ ]	[ ]	[ ]

EXECUTION PAGES OF THE ACCESSION DEED

**THE ACCEDING COMPANY[Y][IES]**

Executed as a deed  
(but not delivered until the date hereof)  
by [NAME OF ACCEDING COMPANY]  
acting by:

Director

Director/Secretary/Witness

Full Name:

Full Name:

Witness only:

Address:

Occupation:

**THE OBLIGORS' AGENT**

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH PROPERTY  
DEVELOPMENTS LIMITED  
acting by:

Director

Director/Secretary/Witness

Full Name:

Full Name

Witness only:

Address:

Occupation:

**THE LENDER**

**Executed as a deed**  
**(but not delivered until the date hereof)**  
**by ABBEY NATIONAL TREASURY SERVICES PLC**  
**acting by**

---

**Authorised Signatory**

**in the presence of:**

..... **Witness**

..... **Full Name**

..... **Address**

..... **Occupation**



Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH PROPERTY  
DEVELOPMENTS LIMITED  
acting by:

Director

Full Name: SIMON MCCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Shepherd and Wedderburn LLP  
Condor House  
Address: 10 St. Paul's Churchyard  
LONDON  
EC4M 8AL

Occupation: SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH PROPERTY (UK) LIMITED  
acting by:

Director

Full Name: SIMON MCCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Shepherd and Wedderburn LLP  
Condor House  
Address: 10 St. Paul's Churchyard  
LONDON  
EC4M 8AL

Occupation: SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SHEAF MANAGEMENT LIMITED  
acting by:

.....  
[REDACTED]  
Director

Full Name: SIMON McCABE

.....  
[REDACTED]  
Director/Secretary/Witness

Full Name RICHARD PATON

Witness only: Shepherd and Wedderburn LLP  
Condor House  
Address: 10 St. Paul's Churchyard  
LONDON  
EC4M 8AL

Occupation: SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH DIGITAL CAMPUS LIMITED  
acting by:

.....  
[REDACTED]  
Director

Full Name: SIMON McCABE

.....  
[REDACTED]  
Director/Secretary/Witness

Full Name RICHARD PATON

Witness only: Shepherd and Wedderburn LLP  
Condor House  
Address: 10 St. Paul's Churchyard  
LONDON  
EC4M 8AL

Occupation: SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH PARTNERSHIP  
PROPERTIES LIMITED  
acting by:

Director

Full Name: SIMON McCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only: Shepherd and Wedderburn LLP  
Condor House  
Address: 10 St. Paul's Churchyard  
LONDON  
EC4M 8AL  
Occupation: SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by QUANTUM PROPERTY (POYLE) LIMITED  
acting by:

Director

Full Name: SIMON McCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only: Shepherd and Wedderburn LLP  
Condor House  
Address: 10 St. Paul's Churchyard  
LONDON  
EC4M 8AL  
Occupation: SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH SCOTIA LIMITED  
acting by:

Director

Full Name: SIMON MCCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
Occupation: EC4M 8AL

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by VICTORIA MILLS DEVELOPMENT LIMITED  
acting by

Director

Full Name: SIMON MCCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
Occupation: EC4M 8AL

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by REMOTE PROPERTIES 1175 LIMITED  
acting by:

Director

Full Name: SIMON McCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
EC4M 8AL  
Occupation: SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by UNITED SCARBOROUGH ESTATES  
LIMITED  
acting by:

Director

Full Name: SIMON McCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
EC4M 8AL  
Occupation: SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by USE (HANOVER HOUSE) LIMITED  
acting by:

Director

Full Name: SIMON M'CABE

Director/Secretary/Witness

Full Name: RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
EC4M 8AL

Occupation:

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by USE (LEICESTER) LIMITED  
acting by:

Director

Full Name: SIMON M'CABE

Director/Secretary/Witness

Full Name: RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
EC4M 8AL

Occupation:

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by USE (BRISTOL) LIMITED  
acting by:

Director

Full Name: SIMON McCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Shepherd and Wedderburn LLP  
Condor House  
Address: 10 St. Paul's Churchyard  
LONDON  
Occupation: EC4M 8AL

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by QUINN PROPERTY COMPANY LIMITED  
acting by:

Director

Full Name: SIMON McCABE

Director/Secretary/Witness


Full Name RICHARD PATON

Witness only:


Shepherd and Wedderburn LLP  
Condor House  
Address: 10 St. Paul's Churchyard  
LONDON  
Occupation: EC4M 8AL

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH INVESTMENT COMPANY  
(BLACKPOOL) LIMITED  
acting by:

  
Director For and on behalf of Esplanade  
Director Limited

Full Name: SIMON McCABE

  
Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

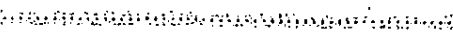
Shepherd and Wedderburn LLP  
Condor House

Address: 10 St Paul's Churchyard  
LONDON  
EC4M 8AL

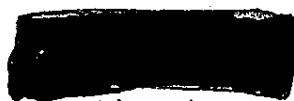
Occupation:

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by BEDELL CORPORATE TRUSTEES LIMITED  
(acting in its capacity as joint trustee of the  
Queen Street Unit Trust) acting by two of its  
directors

  
Director

Full Name: S

  
Director/Secretary/Witness

Full Name

Witness only:

Address:

Occupation:



Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH INVESTMENT COMPANY  
(BLACKPOOL) LIMITED  
acting by:

.....  
Director

.....  
Director/Secretary/Witness

Full Name:

Full Name:

Witness only:

Address:

Occupation:

Executed as a deed  
(but not delivered until the date hereof)  
by BEDELL CORPORATE TRUSTEES LIMITED  
(acting in its capacity as joint trustee of the  
Queen Street Unit Trust) acting by two of its  
directors:

.....  
Director

.....  
Director/Secretary/Witness

Full Name: MICHAEL ROBINSON

Full Name: Dameon Gaynor

Witness only:


Address:

Occupation:

Executed as a deed  
(but not delivered until the date hereof)  
by ATRIUM TRUSTEES LIMITED (acting in its  
capacity as joint trustee of the Queen Street  
Unit Trust) acting by two of its directors

  
Director

Full Name: Dameon Gaynor

  
Director/Secretary/Witness

Full Name: MICHAEL ROBINSON

Witness only:


Address:

Occupation:

Executed as a deed  
(but not delivered until the date hereof)  
by BEDELL CORPORATE TRUSTEES  
LIMITED (acting in its capacity as joint trustee  
of the Griffin Unit Trust) acting by two of its  
directors

  
Director

Full Name: Dameon Gaynor

  
Director/Secretary/Witness

Full Name: MICHAEL ROBINSON

Witness only:

Address:

Occupation:

Executed as a deed  
(but not delivered until the date hereof)  
by ATRIUM TRUSTEES LIMITED (acting in its  
capacity as joint trustee of the Griffin Unit  
Trust) acting by two of its directors

.....  
Director

Full Name: MICHAEL ROBERTSON

.....  
Director/Secretary/Witness

Full Name: Dameon Gaynor

Witness only:

Address:

Occupation:

Executed as a deed  
(but not delivered until the date hereof)  
by SDG CALEDONIA (RESIDENTIAL) LIMITED  
acting by:

.....  
Director

Full Name:

.....  
Director/Secretary/Witness

Full Name

Witness only:

Address:

Occupation:

Executed as a deed  
(but not delivered until the date hereof)  
by ATRIUM TRUSTEES LIMITED (acting in its  
capacity as joint trustee of the Griffin Unit  
Trust) acting by two of its directors

.....  
Director

Full Name:

.....  
Director/Secretary/Witness

Full Name

Witness only:

Address:

Occupation:

Executed as a deed  
(but not delivered until the date hereof)  
by SDG CALEDONIA (RESIDENTIAL) LIMITED  
acting by:

.....  
Director

Full Name: SIMON MCCABE

.....  
Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
Occupation: EC4M 8AL

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH ENTERPRISE CENTRE  
LIMITED  
acting by:

Director

Full Name: SIMON McCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
Occupation: EC4M 8AL

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH CRAWLEY LIMITED  
acting by:

Director

Full Name: SIMON McCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
Occupation: EC4M 8AL

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH BROMLEY LIMITED  
acting by two of its directors

Director

Full Name: SIMON MCCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
Occupation: EC4M 8AL

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by HAYMARKET HOUSE (BELFAST) LIMITED  
acting by two of its directors

Director

Full Name: SIMON MCCABE

Director/Secretary/Witness

Full Name RICHARD PATON

Witness only:

Address: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
LONDON  
Occupation: EC4M 8AL

SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SGD (IRELAND) LIMITED  
acting by two of its directors

Director

Full Name: SIMON MCCABE

Director/Secretary/Witness

Full Name: RICHARD PATON

Witness only: Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
Address: LONDON  
EC4M 8AL

Occupation: SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by SCARBOROUGH WATFORD LIMITED  
acting by two of its directors

Director

Full Name: SIMON MCCABE

Director/Secretary/Witness

Full Name: RICHARD PATON

Witness only: Shepherd and Wedderburn LLP  
Condor House  
Address: 10 St. Paul's Churchyard  
LONDON  
EC4M 8AL

Occupation: SOLICITOR

Executed as a deed  
(but not delivered until the date hereof)  
by 117 THE HEADROW LIMITED  
acting by:

Director

Full Name: SIMON MCCABE

Director/Secretary/Witness

Full Name: RICHARD PATON

Witness only:


Shepherd and Wedderburn LLP  
Condor House  
Address: 10 St. Paul's Churchyard  
LONDON  
EC4M 8AL

Occupation:

SOLICITOR



Executed as a deed  
(but not delivered until the date hereof)  
by ABBEY NATIONAL TREASURY SERVICES PLC  
acting by

  
Authorised Signatory

In the presence of 

Witness

RICHARD PATON Full Name  
Shepherd and Wedderburn  
Concur House Address  
10 St. Paul's  
LONDON Occupation  
EC4

SOLICITOR