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COMPANIES FORM No. 400

400

Particulars of a mortgage or charge subject to which property has been acquired

Pursuant to section 400 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

A I I I

ZC 197

Name of company

* THE MANCHESTER SHIP CANAL COMPANY (the "Company")

Date and description of the instrument (if any) creating or evidencing the mortgage or charge (note 1)

A trust deed dated 25.11.1993 and entered into between (1) the Company,

(2) Peel Holdings p.l.c., Ship Canal Investments (see continuation sheet 1)

Amount secured by the mortgage or charge All monies payable in respect of the (see continuation sheet 2)

Names and addresses of the mortgagees or persons entitled to the mortgage or charge

BANKERS TRUSTEE COMPANY LIMITED

1 APPOLD STREET, BROADGATE,

LONDON, EC2A 2HE.

Short particulars of the property mortgaged or charged

1. First legal mortgage of all of SCI's present and future interests in, and right and title to, the Non-Core Charged Property (as defined below), (including, for the avoidance of doubt, all rights, title and interest, present and future, in the Headleases (as defined below) and the Occupational Leases (as defined below)) and the proceeds of the sale thereof (including, without limitation, the proceeds received by SCI as a result of any compulsory purchase or compulsory disposal of the whole or any part of such interest therein or such right and title thereto) and transferred pursuant to a transfer dated 2nd october, 1995 between (1) the Company and (2) SCI.

2. An assignment of all SCI's right, title, interest and benefit, present and future, in and to all moneys, rights and property now or hereafter

Continue overleaf as necessary

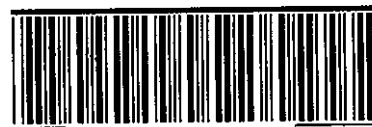
Presentor's name address and reference (if any):

Slaughter and May
35 Basinghall Street
London EC2V 5DB.

Ref: JSH/SJQH/ECJ

For official use
Mortgage Section

Post room



KLO *KNRKGFB* 664
COMPANIES HOUSE 23/10/95

Time critical reference

Short particulars of the property mortgaged or charged (continued)

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Please complete
legibly, preferably
in black type, or
bold block lettering

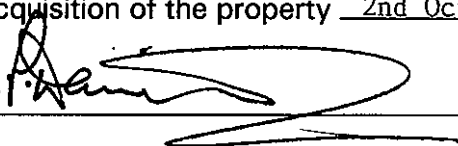
from time to time standing to the credit of the SC Collections Account (as redesignated the MSC Property Division Collections Account pursuant to the Second Supplemental Trust Deed) (as defined below) together with all interest accruing from time to time thereto and the debts and rights represented thereby as acknowledged by a letter dated 2nd October, 1995 from the Company to Royal Bank of Scotland plc.

3. A first fixed charge of all of SCI's right, title, interest and benefit, present or future, in and to all moneys, rights and property, now or hereafter from time to time standing to the credit of the SC Collections Account (as redesignated the MSC Property Division Collections Account pursuant to the Second Supplemental Trust Deed) (as defined below) together with all interest accruing from time to time thereto and the debts and rights represented thereby as acknowledged by a letter dated 2nd October, 1995 from the Company to Royal Bank of Scotland plc.

(see continuation sheet 3)

Date of the acquisition of the property 2nd October, 1995

Signed



Designation* DIRECTOR

Date 18/10/95

*Insert Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver (Scotland)
as appropriate

NOTES

1. A description of the instrument, e.g., "Trust Deed", "Debenture", etc, as the case may be, should be given.

2. A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the mortgage or charge. The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. If the property is situated and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.

PARTICULARS OF A MORTGAGE OR CHARGE
SUBJECT TO WHICH PROPERTY HAS BEEN ACQUIRED

Continuation Sheet 1

Name of the Company

The Manchester Ship Canal Company

Description of the instrument creating or evidencing the mortgage or charge

Limited ("SCI"), Ship Canal Land Limited and Greathey Investments Limited (each as Guarantor), (3) SCI (as a Charging Subsidiary) and (4) Bankers Trustee Company Limited (the "Trustee") as trustee, (the "Trust Deed"), as amended by a First Supplemental Trust Deed dated 31st March, 1994 and entered into between (1) the Company, (2) Peel Holdings p.l.c., SCI, Ship Canal Land Limited and Greathey Investments Limited (each as a Guarantor), (3) SCI (as Charging Subsidiary) and (4) the Trustee, (the "First Supplemental Trust Deed"), and as amended by a Second Supplemental Trust Deed dated 2nd October, 1995 between (1) the Company, (2) Peel Holdings p.l.c., Ship Canal Land Limited, SCI and Greathey Investments Limited (each as a Guarantor), (3) SCI (as Charging Subsidiary) and (4) the Trustee, (the "Second Supplemental Trust Deed").

PARTICULARS OF A MORTGAGE OR CHARGE SUBJECT TO
WHICH PROPERTY HAS BEEN ACQUIRED

Continuation Sheet 2

Name of the Company

The Manchester Ship Canal Company

Amount secured by the mortgage or charge

£37,400,000 amortising bonds due 2014 of the Company (the "Bonds") under the Trust Deed (supplemented by the First Supplemental Trust Deed and the Second Supplemental Trust Deed) and for the performance of all other Obligations (as defined below) and the performance of all SCI's obligations under its guarantee contained in the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed).

PARTICULARS OF A MORTGAGE OR CHARGE
SUBJECT TO WHICH PROPERTY HAS BEEN ACQUIRED

Continuation Sheet 3

Name of the Company

The Manchester Ship Canal Company

Short particulars of the property mortgages or charged (cont.)

NOTE: In the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed), the Company has covenanted, inter alia, that so long as any of the Bonds remain outstanding:-

- (a) the Company shall not create, issue or have outstanding any Encumbrance (as defined below) affecting the whole or part its property, assets or undertaking, present or future, other than the Permitted Issuer Encumbrances (as defined below); and
- (b) the Company shall procure that no Charging Subsidiary (as defined in the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed)) shall create, issue or have outstanding any Encumbrance (as defined below) affecting the whole or any part of the Charged Property other than Encumbrances (as defined below) in favour of the Trustee securing the Bonds,

in either case without the prior written consent of the Trustee (such consent not to be required in certain specified circumstances).

In this Form 400, the following expressions shall, unless there is something in the subject or the context inconsistent therewith, have the following meanings:-

"Cash Float" means the aggregate amount of cash held on deposit with an Approved Bank in an account in the name of the Trustee, subject to a permitted maximum amount, and forming part of any Non-Core Charged Property Replacement Security;

"Charged Property" means all the property moneys, rights and other assets charged in favour of the Trustee pursuant to the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed (including the Non-Core Charged Property) but excluding any property moneys, rights and other assets which are subject only of the floating charge or the mortgage of the undertaking created by the Company in favour of the Trustee

pursuant to the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed);

"Encumbrance" means any mortgage, pledge, lien, hypothecation, security interest or other encumbrance or charge (whether fixed, floating or otherwise) on or with respect to, or any other right of or arrangement with any creditor to have its claims satisfied prior to other creditors with or from the proceeds of, any properties, assets or revenues of any kind now owned or later acquired but shall not include liens or other security interests arising by operation of law in the ordinary course of business;

"Headleases" means those leases listed in the "List of Charged Properties" below as the same may be varied, extended, amended or modified from time to time or any other lease which is a lease demised out of a freehold interest which forms part of the Non-Core Charged Property Replacement Security upon the release of any of the Headleases from the security constituted by the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplement Trust Deed), pursuant to the terms of the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplement Trust Deed);

"Immovable Property" means any freehold, leasehold, heritable or other immovable property situated in the United Kingdom;

"MSC Property Division Collections Account" means the account of the Trustee to be established, maintained and operated in accordance with the Trust Deed (as amended by the First Supplemental Deed and Second Supplemental Trust Deed) in respect of the Rent arising from the Non-Core Property and Non-Core Charged Property which is immovable property for so long as it is beneficially owned by SCI or by the Company as an SCI Successor Charging Subsidiary and forms part of the Charged Property pursuant to the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed) and income arising in relation to other Charged Property (including, without limitation, interest payments) which is beneficially owned by SCI or other Non-Core Charged Property which is beneficially owned by the Company;

"Non-Core Charged Property" means the Non-Core Property, any other interest in the Non-Core Property to which SCI is or SCI or any SCI Successor Charging Subsidiary may become entitled and all property, capital, moneys and investments representing the same including, without limitation, any gilts and the Cash Float charged by SCI pursuant to the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed) and all other property, moneys (including without limitation, any moneys standing to the credit of the SC Collections Account (as redesignated the MSC Property Division Collections Account by the Second Supplemental Trust Deed) or any SC Successor Collections Account), rights mortgaged or charged pursuant to any of the provisions of the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed) (other than mortgaged or charged under the floating charge and the mortgage of the undertaking created

by the Company under the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed)) in favour of, or held by, the Trustee as security for the Obligations or otherwise pursuant to the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed) and including the Non-Core Charged Property Replacement Security;

"Non-Core Charged Property Replacement Security" means any immovable property, gilts, or cash forming part of the Cash Float substituted for the Non-Core Property (or substituted for any immovable property, gilts or cash forming part of the Cash Float then charged in favour of the Trustee and forming part of the Non-Core Charged Property) in accordance with the provisions of the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed);

"Non-Core Property" means the leasehold properties described in the "List of Charged Properties" below subject to and with the benefit of any existing leases including, without limitation, those listed in the "List of Occupational Leases" below, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from Encumbrances save for those Encumbrances identified in certificates of title thereupon delivered by Messrs. Grundy Kershaw as solicitors to the Company for the benefit of the Trustee as trustee for the Bondholders at the date of the Trust Deed, and subject to the Prior Charges;

"Obligations" means all obligations to pay all moneys for the time being and from the time to time due or owing by the Company, any Guarantor (as defined in the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed)) or any Charging Subsidiary (as defined in the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed)) to the Trustee and/or the Bondholders under the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed) and/or the Bonds and the performance by the Company, each Charging Subsidiary and each Guarantor of all of its respective obligations (whether such obligations be joint or several) under the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed);

"Occupational Leases" means those leases listed in the "List of Occupational Leases" below as the same may be varied, extended, amended or modified from time to time or any other lease (which is not an interest out of a freehold interest) out of the Non-Core Charged Property Replacement Security upon the release from the security constituted by the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed) of any of the Occupational Leases out of the Non-Core Charged Property, pursuant to the terms of the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed);

"Permitted Issuer Encumbrances" means the Prior Charges and the Encumbrances created or to be created by the Company in favour of the Trustee securing the Bonds;

"Prior Charges" means the £1,339,000 Perpetual 3½ per cent. First Mortgage Debentures, the £153,000 Perpetual 4 per cent. First Mortgage Debentures, both as created by the Company pursuant to the Manchester Ship Canal Act 1885, the £173,300 Perpetual 4 per cent. Second Mortgage Debentures created and issued by the Company pursuant to the Manchester Ship Canal (Various Powers) Act 1890 and £200,000 3½ per cent. Perpetual Debenture Stock and the £350,000 4 per cent. Perpetual Debenture Stock both as created and issued by the Company pursuant to the Manchester Ship Canal (Finance) Act 1904 and the charges created or to be created by the Company over the 8,554,180 Ordinary shares of 10p each held by the Company at the date of the Trust Deed in the Mersey Docks and Harbour Company;

"Rent" means the aggregate of rents reserved under the Occupational Leases the proceeds of any insurance policy in respect of the Occupational Leases for loss of rent, and any sums in the nature of capital or income received for the formation, variation or surrender of any tenancy in respect of any lease or any payment for the use or occupation of any immovable property which is substituted for any of the foregoing pursuant to the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed) but for the avoidance of doubt shall not include:-

- (A) insurance premiums;
- (B) service charge payments and advance service charge payments;
- (C) any sum payable pursuant to any provision of any of the Occupational Leases relating to the repair and maintenance of the Charged Property;
- (D) Value Added Tax referable to any payments under any of the Occupational Leases;
- (E) any costs, fees, expenses of any nature whatsoever; and
- (F) any other payments made pursuant to or as a result of any provision in any of the Occupational Leases which are not payments of rent reserved by the relevant Occupational Lease or are not the proceeds of any insurance policy in respect of the Occupational Leases for loss of rent, and any sums in the nature of capital or income received for the formation, variation or surrender of any tenancy in respect of any lease;

"SC Collections Account" means the account of the Trustee from time to time held by the Trustee at the Royal Bank of Scotland plc, Corporate & Institutional Banking Division, Mosley Street Branch, P.O. Box 356, 38 Mosley Street, Manchester M60 2BE and having account number: 13580879 or such other

bank and account as may be substituted therefore in accordance with the provisions of the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed), in respect of the Rent arising from the Non-Core Property and Charged Property which is immovable property for so long as it is beneficially owned by the Company and forms part of the Charged Property pursuant to the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed) and income arising in relation to other Charged Property (including, without limitation, interest payments) which is beneficially owned by SCI;

"SCI Successor Charging Subsidiary" means any person (including, but without limitation, the Company) who becomes a Charging Subsidiary under the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed) by reason of a transfer to it by SCI or, as the case may be, a prior SCI Successor Charging Subsidiary, or creation by it of security in respect of, Non-Core Charged Property or any part thereof as permitted in accordance with the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed), or which is a Charging Subsidiary which is the transferee of or has created security in respect of any such Non-Core Charged Property or any part thereof as permitted in accordance with the Trust Deed (as amended by the First Supplemental Trust Deed and the Second Supplemental Trust Deed).

LIST OF CHARGED PROPERTIES

1. ALL THAT plot of land situate on south east side of Bankfield Drive Eastham Wirral Merseyside containing in the whole 13 acres of thereabouts and comprised in a Lease dated 19th July 1990 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited 2) and registered at Birkenhead District Land Registry under title number MS312136 with leasehold title absolute for a term of 125 years from 1st July 1990 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
2. ALL THAT plot of land situate off Bankfields Drive Eastham Wirral Merseyside and together with the tank farm erected thereon and comprised in five Deeds of Variation all dated 22nd November 1990 and made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) which are supplemental to five leases all dated 12th August 1987 and made between the same parties collectively registered at Birkenhead District Land Registry under title number MS321940 with leasehold title absolute in each case for a term of 125 years from 28th September 1985 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the respective Deeds.
3. FIRSTLY ALL THAT plot of land situate in Power House Road Eastham Wirral Merseyside containing in the whole 12,633 acres or thereabouts and comprised in two Deeds of Variation dated 22nd November 1990 made between The

Manchester ship Canal Company (1) and Ship Canal Land Limited (2) (being supplemental to two Leases dated 12th August 1987 made between the same parties) being part of the land registered at Birkenhead District Land Registry under title number MS312375 with leasehold title absolute for a term from 28th September 1985 to 26th September 2110 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Deeds.

SECONDLY ALL THOSE two plots of land situate off Ferry Road Bankfields Drive and Power House Road Eastham Wirral Merseyside containing in the whole 17.574 acres or thereabouts and comprised in a Deed of Variation dated 22nd November 1990 made between the Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) (being supplemental to a Lease dated 12th August 1987 made between the same parties) being part of the land registered at Birkenhead District Land Register under title number MS3122375 with leasehold title absolute for a term from 28th September 1985 to 26th September 2110 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Deed.

4. ALL THAT plot of land together with the buildings thereon situate in Rossmore Road East Ellesmere Port and comprised in the Lease dated 19th July 1990 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Birkenhead District Land Registry under title number CH333831 with leasehold title absolute for a term of 125 years from 1st July 1990 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
5. ALL THAT plot of land situate on the north side of Bridges Road Ellesmere Port and comprised in a Lease dated 19th July 1990 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Birkenhead District Land Registry with leasehold title absolute for a term of 125 years from 1st July 1990 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
6. ALL THAT plot of land situate in Bridges Road Ellesmere Port Cheshire containing in the whole 10 acres or thereabouts and comprised in a Lease dated 19th July 1990 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at the Birkenhead District Land Registry under title number CH333756 with leasehold title absolute for a term of 125 years from 1st July 1990 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
7. ALL THOSE plots of land situate at the westerly end of Percival Lane Runcorn Halton Cheshire together with the buildings erected thereon and comprised in a Lease dated 22nd November 1993 (the "Headlease") made between The

Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) for a term of 250 years from 22nd November 1993 subject to the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.

8. ALL THOSE plots of land situate off Eccles New Road Salford together with the industrial buildings erected thereon and comprised in a Lease dated 22nd November 1993 (the "Headlease") made between the Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) for the term of 150 years from 22nd November 1993 subject to the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
9. ALL THAT plot of land situate on the east side of Mode Wheel Road Salford and comprised in a Lease dated 17th July 1989 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM515174 with good leasehold title for a term of 125 years from 28th April 1989 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
10. ALL THAT plot of land together with the buildings on the south east side of Daniel Adamson Road Salford and comprised in a Lease dated 22nd November 1993 (the "Headlease") and made between (1) The Manchester Ship Canal Company and (2) Ship Canal Land Limited for term of 150 years from the 22nd November 1993 subject to the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
11. ALL THAT plot of land situate in Kendal Road Stretford Greater Manchester together with the recreation club known as Kendal Road Sports Club erected thereon or on some part thereof and comprised in a Lease dated 19th July 1990 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered under title number GM551267 at Lytham District Land Registry with leasehold title absolute for a term of 125 years from 1st July 1990 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions in the said Lease.
12. ALL THAT plot of land situate in Barton Dock Road Urmston and comprised in three Leases all dated 12th August 1987 and made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) and supplemental thereto three Deeds of Variation dated 22nd November 1990 made between the same parties registered at Lytham District Land Register under title number GM480289 with good leasehold title for a term of 125 years from 28th September 1985 until 26th September 2110 subject to payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Leases.
13. ALL THAT plot of land situate on the south side of Viaduct Road Altrincham Greater Manchester and comprised in a Lease dated 29th December 1989 made between The Manchester Ship Canal Company (1) and Ship Canal Land

Limited (2) registered at Lytham District Land Registry under title number GM528319 with leasehold title absolute for a term of 999 years from 29th December 1989 subject to the payment of peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.

14. ALL THAT plot of land situate in Barton Dock Road Stretford Greater Manchester together with the industrial estate erected thereon and known as Stretford Motorway Estate and comprised in a Lease dated 29th December 1989 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM534105 with good leasehold title for a term of 125 years from 29th December 1989 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
15. ALL THOSE two plots of land in King William Street and Aubrey Street Salford known as King William Enterprise Park together with the commercial and industrial buildings erected thereon and known as Units 3, 4, 5, 6, 7, 8, 10 and 11 King William Street and Unit 1 and 2 Aubrey Street and comprised in a Lease dated 3rd October 1988 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM505867 with good leasehold title for a term of 125 years from 1st October 1988 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
16. ALL THAT plot of land situate at Broadway (formerly Dock Road) Salford and comprised in a Lease dated 3rd October 1988 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM539741 with leasehold title absolute for a term of 125 years from 1st October 1988 subject to the payment of a peppercorn rent and the covenants on the part of the Lessee and the conditions and provisions contained in the said Lease.
17. FIRSTLY ALL THAT plot of land together with the commercial and industrial buildings erected thereon and known as Nos. 2 to 28 Kansas Avenue Salford (Langworthy Enterprise Park Phase I) and comprised in a Lease dated 3rd October 1988 made between The Manchester Ship Canal Company (1) Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM496023 with good leasehold title for a term of 125 years from the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.

SECONDLY ALL THAT plot of land together with the commercial and industrial buildings erected thereon and known as Nos. 30 to 50 Kansas Avenue Salford (Langworthy Enterprise Park Phase II) and comprised in a Lease dated 3rd October 1988 between The Manchester Ship Canal Company (1) Ship Canal

Land Limited (2) registered at Lytham District Land Registry under title number GM499503 with leasehold title absolute for a term of 125 years from 1st October 1988 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.

THIRDLY ALL THAT plot of land containing 255 square yards forming part of 50 Kansas Avenue Salford and comprised in a Lease dated 27th June 1990 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM563487 with leasehold title absolute for a term of 125 years from 1st October 1988 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.

18. ALL THAT plot of land situate and known as Sovereign Enterprise Park King William Street Salford together with the 14 commercial and industrial buildings erected thereon known as Units 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Sovereign Enterprise Park and comprised in a Lease dated 3rd October 1988 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM504801 with leasehold title absolute for a term of 125 years from 1st October 1988 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
19. ALL THAT plot of land together with the industrial and commercial premises erected thereon situate in Dakota Avenue Salford known as Dakota South and comprised in a Lease dated 3rd October 1988 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM495023 with leasehold title absolute for a term of 125 years from 1st October 1988 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
20. ALL THAT plot of land together with the buildings erected thereon situate at Dakota Avenue Salford known as Dakota Park and comprised in a Lease dated 3rd October 1988 made between The Manchester Ship Canal Company (1) and the Ship Canal Land Limited (2) registered Lytham District Land Registry under title number GM494826 with leasehold title absolute for a term of 125 years from the 1st October 1988 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
21. ALL THAT plot of land together with the buildings thereon situate at the corner of South Langworthy Road and Dakota Avenue Salford in the County of Great Manchester containing in the whole 3.5 acres or thereabouts and comprised in a Lease dated 3rd October 1988 made between The Manchester Ship Canal

Company (1) and Ship Canal Land Limited (2) registered at the Lytham District Land Registry under title number GM493405 with leasehold title absolute for a term of 125 years from 1st October 1988 subject to the payment of a peppercorn rent and the covenants on the part of the Lessee and the conditions and provisions contained in the said Lease.

22. ALL THAT plot of land situate and known as Western Park Kansas Avenue Salford together with the commercial and industrial buildings erected thereon and comprised in a Lease dated 3rd October 1988 made between The Manchester Ship Canal Company (1) Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM502369 with leasehold title absolute for a term of 125 years from 1st October 1988 subject to payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions in the said Lease.
23. ALL THAT plot of land situate off Broadway in the Borough of Salford together with the premises thereon known as the Washington Centre Broadway and comprised in a Lease dated 3rd October 1988 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM495061 with leasehold title absolute for a term of 125 years from 1st October 1988 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
24. ALL THAT plot of land and the buildings thereon lying to the north of Broadway Salford and comprised in a Lease dated 3rd October 1988 made between The Manchester Ship Canal Company (1) and Ship Canal made between The Manchester Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM493839 with Title Absolute for a term of 125 years from 1st October 1988 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
25. FIRSTLY ALL THAT plot of land situate and known as Boston Court (Phase I) Kansas Avenue Salford together with the commercial and industrial buildings erected thereon and known as Units 1 to 8 (inclusive) Boston Court and comprised in a Lease dated 29th December 1989 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) and registered at Lytham District Land Registry under title number GM532063 with good leasehold title for a term of 125v years from 29th December 1989 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.

SECONDLY ALL THAT plot of land situate and known as Boston Court (Phase II) Kansas Avenue Salford together with the commercial and industrial buildings erected thereon and known as Units 9, 10, 11, 12 and 14 and Maple House, Cemetery Road and comprised in a Lease dated 29th December 1989 made between The Manchester Ship Canal Company (1) and Ship Canal Land

Limited (2) and registered at Lytham District Land Registry under title number GM533665 with good leasehold title for a term of 125 years from 29th December 1989 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said lease.

26. ALL THAT plot of Land at South Langworthy Road Salford known as Dallas Court and comprised in a Lease dated 29th December 1989 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM530878 with good leasehold title for a term of 125 years from 29th December 1989 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
27. ALL THAT plot of land together with the buildings thereon situate in Chio Avenue Salford and known as Central Park and comprised in a Lease dated 29th December 1989 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry Land under title number GM539692 with good leasehold title for a term of 125 years from 29th December 1989 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
28. FIRSTLY ALL THAT plot of land situate off Broadway Salford Together with the office building erected thereon or on some part thereof and known as Osprey House Pacific Quays Broadway and comprised as to the land coloured yellow in a Lease dated 8th September 1988 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) for a term of 125 years from 8th September 1988 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease and as to the remainder coloured pink in a Lease dated 25th September 1989 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) for a term of 125 years from 19th June 1989 registered with leasehold title absolute under title number GM530933 at Lytham District Land Registry subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.

SECONDLY all that plot of land situate off Broadway Salford Together with the office buildings erected thereon or on some part thereof known as Falcon Court Kestral Court Mallard Court and Kingfisher Court Pacific Quays Broadway and comprised in the said Lease dated 8th September 1988 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM494786 with leasehold title absolute for a term of 125 years from 8th September 1988 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.

29. ALL THOSE two plots of land lying to the west of Trafford Road together with the buildings on part thereof known as the Dock Office and comprised in a Lease dated 17th August 1989 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under title number GM519980 with leasehold title absolute for a term of 125 years from the 28th April 1989 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
30. ALL THAT plot of land on the north east side of The Quays Manchester containing in the whole 0.75 acres of thereabouts together with the building thereon known as Navigation House and comprised in two Leases dated 9th February 1989 and 7th September 1989 and both made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under Title Numbers GM499136 and GM517705 respectively both with Leasehold title absolute for a term of 125 years from 9th February 1989 and 1st September 1989 respectively subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Leases.
31. ALL THAT the land together with buildings lying to the extent of Glen Street Salford and comprised in and demised by the following Leases:

<u>Date</u>	<u>Parties</u>	<u>Property and Title Number</u>	<u>Term</u>	<u>Commencement Date</u>
12.8.87	The Manchester Ship Canal Company (1) Ship Canal Land Limited (2)	GM480232 absolute leasehold title	131 years	28.9.1985
12.8.87	The Manchester Ship Canal Company (1) Ship Canal Land Limited (2)	GM480233 absolute leasehold title	131 years	28.9.1985
12.8.87	The Manchester Ship Canal Company (1) Ship Canal Land Limited (2)	GM480234 absolute leasehold title	131 years	28.9.1985
12.8.87	The Manchester Ship Canal Company (1) Ship Canal Land Limited (2)	GM480235 absolute leasehold title	131 years	28.9.1985

16.8.90	The Manchester Ship Canal Company (1) Ship Canal Land Limited (2)	GM573763 absolute leasehold title	130 years	24.5.1990
15.8.89	The council of The City of Salford (1) Manchester Liners Limited (2)	GM512529 absolute leasehold title	250 years	15.8.89
22.11.93	The Manchester Ship Canal Company (1) Ship Canal Land Limited (2)		123 years	28.9.993

Subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Leases.

32. ALL THOSE two plots of land together with the building erected thereon or on some part thereof known as Adamson House Pomona Strand Cornbrook Manchester and comprised in a Lease dated 22nd November 1993 (1) and Ship Canal Land Limited (2) for a term of 150 years from 22nd November 1993 subject to the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
33. ALL THOSE parts of land situate at Trafford Wharf Road and Comprised in a Lease dated 22nd November 1993 (the "Headlease") made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) for a term of 150 years from 22nd November 1993 subject to the covenants on the part of the lessee and the conditions and provisions in the said Lease.
34. ALL THAT plot of land together with the buildings erected thereon situate on the north side of Trafford Wharf Road Manchester and known as the Dry Dock Estate and comprised in a Lease dated 19th July 1990 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) registered at Lytham District Land Registry under Title Number GM551523 with leasehold title absolute for a term of 125 years from 1st July 1990 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.
35. ALL THAT plot of land together with the buildings and structures thereon situate on the north west side of Percival Lane Runcorn and comprised in a Deed of Variation dated 22nd November 1990 made between The Manchester Ship Canal Company (1) and Ship Canal Land Limited (2) (being supplemental to a Lease dated 12th August 1987 made between the same parties) registered at the Birkenhead District Land Registry under Title Number CH336919 with leasehold title absolute for a term of 125 years from the 28th September 1985 subject to the payment of a peppercorn rent and the covenants on the part of the lessee and the conditions and provisions contained in the said Lease.

LIST OF OCCUPATIONAL LEASES

<u>Date</u>	<u>Document</u>	<u>Parties</u>
<u>Parcel 1</u>		
8.10.1988	Lease	The Manchester Ship Canal Company (1) Eastham Refinery Limited (2)
<u>Parcel 2</u>		
30.7.1965	Duplicate Lease	The Manchester Ship Canal Company (1) Paktank Storage Company Limited (2)
28.3.1969	Duplicate Lease	The Manchester Ship Canal Company (1) Paktank Storage Company Limited (2)
21.7.1970	Duplicate Lease	The Manchester Ship Canal Company (1) Paktank Storage Company Limited (2)
18.6.1971	Duplicate Lease	The Manchester Ship Canal Company (1) Paktank Storage Company Limited (2)
29.3.1977	Duplicate Lease	The Manchester Ship Canal Company (1) Unitank Storage Company Limited (2)
<u>Parcel 3/4</u>		
28.1.1972	Duplicate Lease	The Manchester Ship Canal Company (1) Panocean Shipping and Terminals Limited (2)
25.10.1977	Supplemental Lease	The Manchester Ship Canal Company (1) Panocean Storage & Transport Limited (2)
01.11.1990	Lease	The Manchester Ship Canal Company (1) Eastham Terminal Services Limited (2)
<u>Parcel 5</u>		
26.6.1973	Duplicate Lease	The Manchester Ship Canal Company (1) Lyjon Company Limited (2)
28.1.1980	Duplicate Supplemental Lease	The Manchester Ship Canal Company (1) Asea Service Limited (2)
<u>Parcel 6</u>		

20.6.1977	Duplicate Lease	The Manchester Ship Canal Company (1) BP Oil UK Limited (2)
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Parcel 7

27.1.1989	Lease	The Manchester Ship Canal Company (1) Cleanaway Limited (2)
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Parcel 8

7.12.1978	Duplicate Lease	The Manchester Ship Canal Company (1) Runcorn Transport Services Limited (2)
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17.2.1984	Duplicate Lease	The Manchester Ship Canal Company (1) The Merseyside & North Wales Electricity Board (2)
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19.5.1992	Counterpart Lease	Ship Canal Land Limited (1) Brooks Composites Ltd. (2)
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Parcel 9

22.10.1917	Counterpart Lease	The Manchester Ship Canal Company (1) Shell Marketing Limited (2)
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21.2.1989	Copy Counterpart Lease	The Manchester Ship Canal Company (1) Collyhurst Cooperage Limited (2)
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Parcel 10

30.7.1976	Duplicate Lease	The Manchester Ship Canal Company (1) Vince Cross Investments Limited (2)
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1.7.1986	Duplicate Lease	The Manchester Ship Canal Company (1) Tilcon Limited (2)
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1.7.1986	Duplicate Lease	The Manchester Ship Canal Company (1) Tilcon Limited (2)
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Parcel 11

17.6.1966	Duplicate Lease	The Manchester Ship Canal Company (1) Lancashire Tar Distillers Limited (2)
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24.1.1967	Duplicate Lease	The Manchester Ship Canal Company (1) Lancashire Tar Distillers Limited (2)
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Parcel 12

30.1.1989	Counterpart Lease	The Manchester Ship Canal Company (1) Colin Burne (2)
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Parcel 13

4.4.1967	Counterpart Lease	The Manchester Ship Canal Company (1) Containerbase (Manchester) Limited (2)
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6.11.1973	Duplicate Supplemental Lease	The Manchester Ship Canal Company (1) Containerbase (Manchester) Limited (2)
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7.4.1975	Duplicate Supplemental Lease	The Manchester Ship Canal Company (1) Containerbase (Manchester) Limited (2)
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Parcel 14

19.8.1988	Counterpart Lease	The Manchester Ship Canal Company (1) Stennerbridge Limited (2)
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Parcel 15

22.9.1978	Counterpart Lease (Phase I)	The Manchester Ship Canal Company (1) I.C.F.C. Developments Limited (2)
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21.10.1980	Counterpart Lease (Phase II and III)	The Manchester Ship Canal Company (1) I.C.F.C. Developments Limited (2)
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24.10.1980	Counterpart Lease (Phase IV)	The Manchester Ship Canal Company (1) I.C.F.C. Developments Limited (2)
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11.4.1974	Duplicate Lease (Unit 1)	The Manchester Ship Canal Company (1) Seville London (Export) Limited (2)
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18.2.1975	Underlease (Unit 2)	Lyon Group Limited (1) Vent-Axia Limited (2)
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22.4.1974	Counterpart Lease (Unit 3)	Lyon Group Limited 91) Springfield Mechanical Handling Limited (2)
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23.10.1984	Duplicate Lease (Unit 4)	The Manchester Ship Canal Company (1) Mersey Plastics (Manchester) Limited (2)
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14.2.1974	Duplicate Lease (Unit 5)	The Manchester Ship Canal Company (1) Lyon Group Limited (2) Fluorocarbon Company Limited (3)
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6.6.1974	Duplicate Lease (Unit 6)	The Manchester Ship Canal Company (1) High Tensile Bolts Limited (2)
31.7.1975	Duplicate Lease (Unit 7)	The Manchester Ship Canal Company (1) E.T. Marler Limited (2)
16.4.1974	Counterpart Lease (Unit 8)	Lyon Group Limited (1) Singlehurst Hydraulics Limited (2)
10.5.1974	Counterpart Lease (Unit 9)	Lyon Group Limited (1) George Tabor (Northern) Limited (2) George Tabor Limited (3)
22.3.1974	Counterpart Lease (Unit 10)	Lyon Group Limited (1) Manchester Blast- Clean Company Limited (2) Thomas Irwin, Leslie Grimsditch, Kathleen Grimsditch and Mary Maureen Irwin (3)
17.8.1975	Counterpart Lease (Unit 15)	The Manchester Ship Canal Company (1) Robirch Limited (2)
19.6.1989	Counterpart Lease (Unit 16)	The Manchester Ship Canal Company (1) G.H.D. Hydraulics Systems Limited (2) Peter Barry Dyos and Edna Evelyn Dyos (3)
7.6.1992	Duplicate Lease (Unit 17)	Ship Canal Land Limited (1) Industrial Catering Services Limited (2) Alan Townsend (3)
3.8.1976	Counterpart Lease (Unit 18)	The Manchester Ship Canal Company (1) J. Johnson Management Limited (2)
10.8.1976	Counterpart Lease (Unit 19 and 20)	The Manchester Ship Canal Company (1) Mayfair Cigarette Company Limited (2) Gallaher Limited (3)
25.3.1975	Counterpart Lease (Unit 21)	Lyon Group Limited (1) Lord Corporation (UK) Limited (2)
21.9.1976	Counterpart Lease (Unit 22)	The Manchester Ship Canal Company (1) Richard Holmes Limited (2)
14.2.1977	Counterpart Lease (Unit 23)	The Manchester Ship Canal Company (1) Lucas Industries Limited (2)

11.4.1975	Counterpart Lease (Unit 24)	Lyon Group Limited (1) Manchester Bolt & Nut Company Limited (2) John Sylvester (Engineering) Limited (3)
<u>Parcel 16</u>		
2.4.1982	Counterpart Lease (Unit 1 Aubrey Street)	The Manchester Ship Canal Company (1) A.E.C. Cohen and A.D. Hamilton (2)
8.11.1982	Counterpart Lease (Unit 2 Aubrey Street)	The Manchester Ship Canal Company (1) R.L. Donn, G. Platt, J.M. Glass and G.D. Rosenthal (2)
6.7.1983	Counterpart Lease (Unit 3)	The Manchester Ship Canal Company (1) D & S. Collinge Construction Services Limited (2)
16.3.1983	Counterpart Lease (Unit 4)	The Manchester Ship Canal Company (1) Hurlea Hydraulics Limited (2)
18.8.1982	Counterpart Lease (Unit 5)	The Manchester Ship Canal Company (1) County Cleaning Contractors (Manchester) Limited (2)
15.10.1982	Counterpart Lease (Unit 6)	The Manchester Ship Canal Company (1) A.E.C. Cohen and A.D. Hamilton (2)
2.3.1984	Counterpart Lease (Unit 7)	The Manchester Ship Canal Company (1) Percy Rowles Limited (2)
5.4.1984	Counterpart Lease (Unit 8)	The Manchester Ship Canal Company (1) N. Gordon and K. Taylor (2)
5.4.1984	Counterpart Lease (Unit 10)	The Manchester Ship Canal Company (1) M.A. Abramson (2)
24.12.1982	Copy Counterpart Lease (Unit 11)	The Manchester Ship Canal Company (1) C.C.A. Stationery Limited (2)
<u>Parcel 17</u>		
29.6.1979	Duplicate Lease	The Manchester Ship Canal Company (1) Husky Industrial Equipment Limited (2)

12.6.1985	Deed of Surrender and Variation (being supplemental to the Lease dated 29 June 1979)	Plant Rental Group Limited (1) The Manchester Ship Canal Company (2)
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Parcel 18

15.4.1986	Counterpart Lease Unit 1	The Manchester Ship Canal Company (1) Percy Rowles Limited (2)
2.11.1984	Counterpart Lease Unit 2	The Manchester Ship Canal Company (1) A.J. Burford (2)
5.4.1984	Counterpart Lease Unit 3	The Manchester Ship Canal Company (1) G.A. Pearson (2)
5.4.1984	Counterpart Lease Unit 4	The Manchester Ship Canal Company (1) A.G. Higgins (2)
5.4.1984	Counterpart Lease Unit 5	The Manchester Ship Canal Company (1) G.A. Pearson (2)
5.4.1984	Counterpart Lease Unit 6	The Manchester Ship Canal Company (1) G.A. Pearson (2)
28.11.1984	Counterpart Lease Unit 7	The Manchester Ship Canal Company (1) K.D. King (2)
11.9.1984	Counterpart Lease Unit 8	The Manchester Ship Canal Company (1) J.L. Rich and L. Ellman (2)
9.12.1985	Counterpart Lease Unit 9	The Manchester Ship Canal Company (1) H.A. Wainwright (Group) Limited (2)
6.1.1986	Counterpart Lease Unit 10	The Manchester Ship Canal Company (1) J.C. Dwek (2)
3.4.1985	Counterpart Lease Unit 11	The Manchester Ship Canal Company (1) Autex Limited (2)
14.2.1985	Counterpart Lease Unit 13	The Manchester Ship Canal Company (1) R.L. Donn and J.M. Glass (2)
23.11.1984	Counterpart Lease Unit 14	The Manchester Ship Canal Company (1) R.C. Ladson and K.M. Ladson (2)

20.2.1987	Counterpart Lease 50 Kansas Avenue	The Manchester Ship Canal Company (1) The Quick Brown Fox Company Limited (2)
25.8.1989	Supplemental Counterpart Lease 255 sq yards 50 Kansas Avenue	The Manchester Ship Canal Company (1) Chatsworth Property Company Limited (2)
23.8.1985	Counterpart Lease Unit 2/3	The Manchester Ship Canal Company (1) A.T.C. Property Limited (2)
29.5.1985	Counterpart Lease Unit A Phase II	The Manchester Ship Canal Company (1) Rubber & Plastic Industrial Limited (2)
5.4.1988	Counterpart Lease Unit B Phase II	The Manchester Ship Canal Company (1) G.C. Watling (2)
20.2.1987	Counterpart Lease Unit C Phase II	The Manchester Ship Canal Company (1) Ringtons Limited (2)
24.10.1986	Counterpart Lease Unit D Phase II	The Manchester Ship Canal Company (1) Williams Fasteners (Manchester) Limited (2)
8.5.1986	Counterpart Lease Unit F Phase II	The Manchester Ship Canal Company (1) Adamson Green & Co. Ltd. (2)
17.12.1986	Counterpart Lease Unit G Phase II	The Manchester Ship Canal Company (1) B. Appleby (2)
3.4.1986	Counterpart Unit H Phase II	The Manchester Ship Canal Company (1) M.I. Malik and R.I. Malik (2)
28.10.1985	Counterpart Lease Unit I Phase II	The Manchester Ship Canal Company (1) S.J. Hyman and D.R. Jacob (2)

Parcel 19

23.3.1985	Counterpart Lease (Unit 1)	The Manchester Ship Canal Company (1) K.D. McMullen (2)
29.3.1985	Counterpart Lease (Unit 2)	The Manchester Ship Canal Company (1) The Avenue Property & Investment Co. (Leigh) Limited (2)
7.2.1986	Counterpart Lease (Unit 3)	The Manchester Ship Canal Company (1) Van Son Holland Ink Corporation of America (2)

18.11.1986	Counterpart Lease (Unit 4)	The Manchester Ship Canal Company (1) H.S. Cohen and R.D. Cardash (2)
31.7.1986	Counterpart Lease (Unit 5)	The Manchester Ship Canal Company (1) C.C.A. Stationery Limited (2)
22.12.1986	Counterpart Lease (Unit 8)	The Manchester Ship Canal Company (1) C.C.A. Stationery Limited (2)
31.1.1986	Counterpart Lease (Unit 9)	The Manchester Ship Canal Company (1) T.F. Mechanical Engineering Limited (2)
5.6.1987	Counterpart Lease (Unit 10)	The Manchester Ship Canal Company (1) Edmundson Electrical Limited (2)
23.7.1987	Counterpart Lease (Unit 11)	The Manchester Ship Canal Company (1) A. Hamilton (2)
3.4.1987	Counterpart Lease (Unit 12)	The Manchester Ship Canal Company (1) G.J.P. Eadie (2)
3.12.1985	Counterpart Lease (Unit 13)	The Manchester Ship Canal Company (1) G.J.P. Eadie (2)
4.10.1985	Counterpart Lease (Unit 14)	The Manchester Ship Canal Company (1) K.D. King (2)
29.10.1985	Counterpart Lease (Unit 15)	The Manchester Ship Canal Company (1) Euro Jeans Limited (2)
9.5.1986	Counterpart Lease (Unit 16)	The Manchester Ship Canal Company (1) Computer Installation Services Specialists Limited (2)

Parcel 20

28.11.1986	Counterpart Lease	The Manchester Ship Canal Company (1) Fans & Spares Limited (2)
31.3.1988	Counterpart Lease	The Manchester Ship Canal Company (1) R.E. Lansdowne (2)

Parcel 21

4.4.1985	Counterpart Lease	The Manchester Ship Canal Company (1) Ian Yates (2)
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3.8.1987	Counterpart Lease	The Manchester Ship Canal Company (1) J & F Nelson (Maintenance) Limited (2)
14.10.1986	Counterpart Lease	The Manchester Ship Canal Company (1) Pentith Limited (2)
3.4.1987	Counterpart Lease	The Manchester Ship Canal Company (1) S.P. Shannon (2)

Parcel 22

10.12.1985	Counterpart Lease	The Manchester Ship Canal Company (1) Clarke St Modwen Properties Limited (2)
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Parcel 23

4.4.1985	Counterpart Lease (Unit 1 Block D Sundance Court)	The Manchester Ship Canal Company (1) D. Clueit (2)
4.4.1985	Counterpart Lease (Unit 3 Block D Sundance Court)	The Manchester Ship Canal Company (1) J.T. Virgo (2)
3.4.1987	Counterpart Lease (Unit P Buffalo Court)	The Manchester Ship Canal Company (1) R.T.P. Crisps Limited (2)
23.2.1987	Counterpart Lease (Unit I Block S Buffalo Court)	The Manchester Ship Canal Company (1) J.M. Woollen (2)
3.4.1987	Counterpart Lease (Block Q Buffalo Court)	The Manchester Ship Canal Company (1) C.P.D. Williams (2)
13.5.1987	Counterpart Lease (Unit 2 Block S Buffalo Court)	The Manchester Ship Canal Company (1) R. Lasseter (2)
10.4.1987	Counterpart Lease (Unit 3 Block S Buffalo Court)	The Manchester Ship Canal Company (1) A.N. Smith (2)
31.1.1986	Counterpart Lease (Block C Sundance Court)	The Manchester Ship Canal Company (1) Falconlease Limited (2)

29.3.1985	Counterpart Lease (Block 3 Sundance Court)	The Manchester Ship Canal Company (1) North West Installations Limited (2)
25.2.1987	Counterpart Lease (Unit 2 Block Buffalo Court)	The Manchester Ship Canal Company (1) A.R. Rodgers and C. Dewar (2)
11.4.1986	Counterpart Lease (Unit 1 Block H Cassidy Court)	The Manchester Ship Canal Company (1) T.M.I Jones (2)
4.4.1986	Counterpart Lease (Unit 3 Block H Cassidy Court)	The Manchester Ship Canal Company (1) B.J. Fleming (2)
4.4.1986	Counterpart Lease (Block F Cassidy Court)	The Manchester Ship Canal Company (1) M. Hindmarch (2)
4.4.1985	Counterpart Lease (Unit 2 Block D Sundance Court)	The Manchester Ship Canal Company (1) K.H. Kemp (2)
27.2.1987	Counterpart Lease (Unit 3 Block O Buffalo Court)	The Manchester Ship Canal Company (1) A.J. Segal (2)
11.2.1987	Counterpart Lease (Unit 1 Block O Buffalo Court)	The Manchester Ship Canal Company (1) E. Thain (2)
25.2.1987	Counterpart Lease (Block R Buffalo Court)	The Manchester Ship Canal Company (1) M. Negus and P. Raymond (2)
13.2.1987	Counterpart Lease (Block N Buffalo Court)	The Manchester Ship Canal Company (1) C.R. Bailey (2)
3.4.1987	Counterpart Lease (Unit 1 Block M Cody Court)	The Manchester Ship Canal Company (1) H.F. Smallwood (2)
1.5.1987	Counterpart Lease (Unit 3 Block M Cody Court)	The Manchester Ship Canal Company (1) W.K. Goldsmith (2)

2.4.1987	Counterpart Lease (Block L Cody Court)	The Manchester Ship Canal Company (1) B.J. Fleming (2)
26.3.1987	Counterpart Lease (Block K Cody Court)	The Manchester Ship Canal Company (1) North West Installations Limited (2)
4.4.1986	Counterpart Lease (Unit 3 Block J Cassidy Court)	The Manchester Ship Canal Company (1) G.J.H. Carroll (2)
4.4.1986	Counterpart Lease (Unit 1 Block J Cassidy Court)	The Manchester Ship Canal Company (1) J.R. Carroll (2)
4.4.1986	Counterpart Lease (Unit 2 Block H Cassidy Court)	The Manchester Ship Canal Company (1) J.R. Carroll (2)
4.4.1986	Counterpart Lease (Unit 3 Block E Cassidy Court)	The Manchester Ship Canal Company (1) J.R. Carroll (2)
4.4.1986	Counterpart Lease (Unit 2 Block J Cassidy Court)	The Manchester Ship Canal Company (1) J.M. Woollen (2)
11.4.1986	Counterpart Lease (Units 1 & 2 Block E Cassidy Court)	The Manchester Ship Canal Company (1) H.S. Cohen and R.D. Cardash (2)
4.4.1986	Counterpart Lease (Unit 4 Block J Cassidy Court)	The Manchester Ship Canal Company (1) R. Shaw (2)
21.4.1987	Counterpart Lease (Unit 2 Block M Cody Court)	The Manchester Ship Canal Company (1) R.T.P. Crisps Limited (2)
15.11.1985	Counterpart Lease (Block G Cassidy Court)	The Manchester Ship Canal Company (1) C.P.D. Williams (2)
5.3.1985	Counterpart Lease (Unit A Sundance Court)	The Manchester Ship Canal Company (1) C.P.D. Williams (2)

Parcel 24

25.4.1986	Counterpart Lease (Unit 1)	The Manchester Ship Canal Company (1) Nashua Copycat Limited (2)
18.6.1986	Counterpart Lease (Unit 2)	The Manchester Ship Canal Company (1) Gestetner Limited (2)
24.7.1986	Counterpart Lease (Unit 3)	The Manchester Ship Canal Company (1) David John MacMillan and Anthony Roger Dunn (2)
24.7.1986	Counterpart Lease (Unit 4)	The Manchester Ship Canal Company (1) David John MacMillan and Anthony Roger Dunn (2)
27.10.1986	Counterpart Lease (Unit 5)	The Manchester Ship Canal Company (1) Pyramid Communications (Group) Limited (2)
30.12.1986	Counterpart Lease (Unit 6)	The Manchester Ship Canal Company (1) Scan Coin-Omser (UK) Limited (2)
5.4.1988	Counterpart Lease (Unit 7)	The Manchester Ship Canal Company (1) K. Good & Sir L.A. Barratt (2)
18.3.1988	Counterpart Lease (Unit 8)	The Manchester Ship Canal Company (1) Messrs P.E. Rackind, D.G. Rose and A.P.C. Nichols (2)
18.3.1988	Counterpart Lease (Unit 9)	The Manchester Ship Canal Company (1) Messrs P.E. Rackind, D.G. Rose and A.P.C. Nicols (2)

Parcel 25

13.8.1987	Counterpart Lease	The Manchester Ship Canal Company (1) C.V. Home Furnishings Limited (2)
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Parcel 26

23.10.1987	Counterpart Lease (Unit 1)	The Manchester Ship Canal Company (1) Sabrewatch Limited (2)
7.9.1988	Counterpart Lease (Unit 2)	The Manchester Ship Canal Company (1) Thorn EMI Properties Limited (2)

15.3.1988	Counterpart Lease (Unit 3)	The Manchester Ship Canal Company (1) Jacob Addey & Co (2)
23.12.1987	Counterpart Lease (Unit 4)	The Manchester Ship Canal Company (1) C.C.A. Stationary Limited (2)
13.2.1989	Counterpart Lease (Unit 5)	The Manchester Ship Canal Company (1) K.D. McMullen (2)
18.11.1987	Counterpart Lease (Unit 6)	The Manchester Ship Canal Company (1) Canberra Wells Limited (2)
5.4.1988	Counterpart Lease (Unit 7)	The Manchester Ship Canal Company (1) A.J. Burford (2)
31.3.1989	Counterpart Lease (Unit 8)	The Manchester Ship Canal Company (1) Dean Property Group Limited (2)
23.12.1988	Counterpart Lease (Unit 9)	The Manchester Ship Canal Company (1) A.S. McDonald & P.A. McDonald (2)
23.12.1988	Counterpart Lease (Unit 10)	The Manchester Ship Canal Company (1) Anglia Cleaning Equipment Limited (2)
3.2.1988	Counterpart Lease (Unit 11)	The Manchester Ship Canal Company (1) Baltic Developments Plc (2)
15.2.1989	Counterpart Lease (Unit 12)	The Manchester Ship Canal Company (1) Easterbrook Allcard & Co Limited (2)
31.3.1989	Counterpart Lease (Unit 14)	The Manchester Ship Canal Company (1) Moeller Investments Limited (2)
31.3.1989	Counterpart Lease Maple House Cemetery Road Salford	The Manchester Ship Canal Company (1) K. Good and L.A. Barrett & Northgood Industries Limited (2)

Parcel 27

28.02.1989	Counterpart Lease (Unit 1)	The Manchester Ship Canal Company (1) Abtech Developments Limited (2)
28.02.1989	Counterpart Lease (Unit 2)	The Manchester Ship Canal Company (1) Abtech Developments Limited (2)
6.6.2988	Counterpart Lease (Unit 3)	The Manchester Ship Canal Company (1) Winsford Textiles Co Limited (2)

15.4.1988	Counterpart Lease (Unit 4)	The Manchester Ship Canal Company (1) Messrs Stratton, Garston, Sharman and Katz (2)
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Parcel 28

26.2.1988	Counterpart Lease Unit 1 Ohio Avenue	The Manchester Ship Canal Company (1) Wilky Property Holdings Limited (2)
26.2.1988	Counterpart Lease Unit 2 Ohio Avenue	The Manchester Ship Canal Company (1) Wilky Property Holdings Limited (2)
6.2.1989	Counterpart Lease Unit 3 Ohio Avenue	The Manchester Ship Canal Company (1) Wilky Property Holdings Limited (2)
30.9.1988	Counterpart Lease Unit 4 Central Park Ohio Avenue	The Manchester Ship Canal Company (1) Gelco Fleet Leasing and Managing Limited (2)
31.3.1989	Counterpart Lease Land fronting Ohio Avenue	The Manchester Ship Canal Company (1) R.R. & J. Willan Limited (2)

Parcel 29

30.6.1989	Counterpart Lease	Ship Canal Land Limited (1) H.H. Pegg Limited (2)
14.7.1989	Counterpart Lease	Ship Canal Land Limited (1) Yokogawa Electrofact Limited (2) Yokogawa Electrofact B.V. (3)
25.9.1989	Counterpart Lease	Ship Canal Limited (1) Autolease Limited (2) BSG International Plc (3)
20.10.1989	Counterpart Lease	Ship Canal Land Limited (1) Computing Services for Industry Limited (2)
1.3.1993	Tenancy Agreement	Ship Canal Land Limited (1) Wates Construction Limited (2)
22.9.1993	Counterpart Lease	Ship Canal Land Limited (1) Auto Trader National Sales Limited (2) The Guardian & Manchester Evening News (3) Hurst Publishing Limited (4)

29.10.1993	Tenancy Agreement	Ship Canal Land Limited (1) Computek Limited (2)
2.7.1990	Counterpart Lease	Ship Canal Land Limited (1) Cannon Assurance Limited (2)
18.9.1990	Counterpart Lease	Ship Canal Land Limited (1) Maconde (UK) Limited (2) Maconde-Confeccoes Lda (3)
2.10.1990	Counterpart Lease	Ship Canal Land Limited (1) Sisk Contract Interiors Limited (2)
21.12.1990	Counterpart Lease	Ship Canal Land Limited (1) Dial Contracts Limited (2)
12.6.1991	Counterpart Lease	Ship Canal Land Limited (1) LAS Director Limited (2)
10.9.1991	Counterpart Supplemental Lease	Ship Canal Land Limited (1) Cannon Assurance Limited (2)
29.7.1992	Counterpart Supplemental Lease	Ship Canal Land Limited (1) Cannon Assurance Limited (2)
21.5.1993	Counterpart Lease	Ship Canal Land Limited (1) Everywear B.V. (2)
<u>Parcel 31</u>		
8.2.1993	Counterpart Lease	Ship Canal Land Limited (1) G.E. Cowan t/a Equinox (2)
18.3.1991	Counterpart Lease	Ship Canal Land Limited (1) Warren Bergson t/a Warren Bergson Associates (2)
1.4.1993	Tenancy Agreement	Ship Canal Land Limited (1) Customs & Excise (2)
24.4.1992	Tenancy Agreement	Ship Canal Limited (1) James Denley and Michael Watson (2)
31.1.1992	Tenancy Agreement	Ship Canal Land Limited (1) Mr. and Mrs. G. Forrest (2)
7.5.1992	Counterpart Underlease	Ship Canal Land Limited (1) Brocklehursts (UK) Limited (2)

23.9.1987	Duplicate Lease	The Manchester Ship Canal Company (1) Marker & Eccles Limited (2)
11.1.1988	Duplicate Lease	The Manchester Ship Canal Company (1) Malcolm Sheppard & Company Limited (2)
31.3.1993	Counterpart Lease	Ship Canal Land Limited (1) Campbell-Fry Company Limited (2)
1.9.1992	Tenancy Agreement	Ship Canal Land Limited (1) Montage Marketing Limited (2)
12.1.1990	Duplicate Lease	Ship Canal Land Limited (1) C.G. Murray, L. Rosten, L.M. Solvay and R.W. Pearce t/a Cooper MacDonalds & Partners (2)
8.9.1992	Counterpart Lease	Ship Canal Land Limited (1) ABC International Services Limited (2)
8.6.1988	Counterpart Demise	The Manchester Ship Canal Company (1) Racal Vodafone Limited (2)
1.6.1993	Tenancy Agreement	Ship Canal Land Limited (1) Stirling Security Limited (2)
1.9.1993	Tenancy Agreement	Ship Canal Land Limited (1) Global Trading Industries Limited (2)
27.10.1988	Tenancy Agreement	The Manchester Ship Canal Company (1) Regal Credit Consultants Limited (2)
1.3.1985	Duplicate Lease	The Manchester Ship Canal Company (1) Tarma Construction Limited (2)
16.1.1986	Duplicate Supplemental Lease	The Manchester Ship Canal Company (1) Tarmac Construction Limited (2)
7.3.1986	Duplicate Second Supplemental Lease	The Manchester Ship Canal Company (1) Tarmac Construction Limited (2)
23.1.1987	Duplicate Third Supplemental Lease	The Manchester Ship Canal Company (1) Tarmac Construction Limited (2)
20.1.1980	Duplicate Fourth Supplemental Lease	The Manchester Ship Canal Company (1) Tarmac Construction Limited (2)

1.11.1989	Counterpart Lease	Ship Canal Land Limited (1) The Royal Bank of Scotland plc (2)
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29.9.1988	Counterpart Lease	Ship Canal Land Limited (1) Tandem Computers Limited (2)
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Parcel 33

4.4.1967	Counterpart Lease	The Manchester Ship Canal Company (1) Manchester Liners Limited (2)
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22.8.1968	Duplicate Supplemental Lease	The Manchester Ship Canal Company (1) Manchester Liners Limited (2)
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17.8.1990	Counterpart Underlease	Ship Canal Land Limited (1) Manchester Liners Limited (2)
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17.8.1990	Supplemental Underlease 1	Ship Canal Land Limited (1) Manchester Liners Limited (2)
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17.8.1990	Supplemental Underlease 2	Ship Canal Land Limited (1) Manchester Liners Limited (2)
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17.12.1991	Supplemental Underlease	Ship Canal Land Limited (1) Manchester Liners Limited (2)
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Parcel 34

27.3.1992	Lease - Suite B 2nd Floor Adamson House	Ship Canal Enterprises Limited (1) Typographics 3 Limited (2)
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15.5.1992	Counterpart Lease Suite A, Ground Floor, Adamson House	Ship Canal Enterprises Limited (1) The David Bruce Group Limited (2)
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16.7.1993	Lease - Suite B Ground Floor, Adamson House	Ship Canal Land Limited (1) Sonitrol Limited (2) Automated Security (Holdings) Plc (3)
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12.11.1993	Lease - Suite A First Floor Adamson House	Ship Canal Land Limited (1) Future Electronics Limited (2)
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Parcel 35

30.1.1987	Counterpart Lease	The Manchester Ship Canal Company (1) Continuprint (Security) Limited (2)
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3.4.1987	Counterpart Lease Unit 1	The Manchester Ship Canal Company (1) Chestergate Seddon Limited (2) M.C. Hallmark and G.A. Mercer (3)
3.4.1987	Counterpart Lease Units 6-9	The Manchester Ship Canal Company (1) Chestergate Seddon Limited (2)
3.4.1987	Counterpart Lease Units 2, 3, 4 and 5	The Manchester Ship Canal Company (1) Chestergate Seddon Limited (2) S.H. Cordier and M.J. Booth (3)
4.3.1993	Counterpart Lease	Ship Canal Investments Limited (1) The Boddington Group Plc (2)
17.9.1982	Lease	The Manchester Ship Canal Company (1) Capitalise Limited (2) I.L. Hargreaves (3)
<u>Parcel 36</u>		
31.12.1982	Lease	The Manchester Ship Canal Company (1) Floorlife-Andek Limited (2)
<u>Parcel 37</u>		
9.10.1973	Duplicate Lease	The Manchester Ship Canal Company (1) Paktank Storage Company Limited (2)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. ZC000197

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TRUST DEED FOR £37,400,000 AMORTISING BONDS DUE 2014 OF THE COMPANY DUE OR TO BECOME DUE FROM THE COMPANY TO BANKERS TRUSTEE COMPANY LIMITED PURSUANT TO THE TERMS OF THE TRUST DEED (SUPPLEMENTED BY THE FIRST SUPPLEMENTAL TRUST AND THE SECOND SUPPLEMENTAL TRUST DEED) AND FOR THE PERFORMANCE OF ALL OTHER OBLIGATIONS (AS DEFINED) AND THE PERFORMANCE OF ALL SCI'S OBLIGATIONS UNDER ITS GUARANTEE CONTAINED IN THE TRUST DEED (AS AMENDED BY THE FIRST SUPPLEMENTAL TRUST DEED AND THE SECOND SUPPLEMENTAL TRUST DEED) SECURED ON THE PROPERTY ACQUIRED BY THE MANCHESTER SHIP CANAL COMPANY ON THE 2nd OCTOBER 1995 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd OCTOBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th OCTOBER 1995.

A handwritten signature in dark ink, appearing to read 'R. L. Adams'.

R.L. ADAMS

for the Registrar of Companies



COMPANIES HOUSE

HC026B

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SC
25/10