

To all known potential named suppliers

4 June 2026

Ref: TRS/TGV/TH/BL/ESUK

Dear Sir or Madam

Extraspace Solutions (UK) Limited ('ESUK') and Spatial Initiative Limited ('SIL') - both in Administration (together 'the Companies')

I refer to the Joint Administrators' ("the Administrators") appointment to the Companies on 23 September 2024.

I also refer to my previous letters to potential suppliers or subcontractors engaged to carry out works on one or more contracts that the Companies were undertaking for the Ministry of Justice ('MoJ').

As stated in my letters, we understand that 'named suppliers' were paid via a Project Bank Account ("PBA"). However, at the date of entering Administration, the Companies' records were unclear regarding the sums owed to both named suppliers and the Companies from the funds held in the PBA.

Based on the information available and legal advice received, ESUK was the sole trustee of the PBA. Accordingly, the Administrators of ESUK submitted an application to the court in Northern Ireland ("the Court") to approve a Scheme of Distribution for dealing with the funds held in the PBA. This matter was heard on 26 May 2026, and the Court granted the relief being sought by the Administrators.

I enclose a notice ("Notice") with this letter which sets out an update on the approval of the Scheme of Distribution along with next steps and timescales for potential claimants.

The Notice provides details of the deadline and process ("Bar Date") for submitting claims. Claims should be notified to the Administrators at esukadministration@uk.ey.com.

Should you have any queries regarding the letter and / or documents then please contact the Administrators at esukadministration@uk.ey.com.

Yours faithfully
for the Companies



CGJ King
Joint Administrator

Encl:

- Notice of Scheme of Distribution
- Sealed Order of the Court
- The Scheme of Distribution
- PBA proof of debt form

T G Vance is licensed in the United Kingdom to act as an Insolvency Practitioner by The Institute of Chartered Accountants of Scotland. C G J King is licensed in the United Kingdom to act as an Insolvency Practitioner by The Institute of Chartered Accountants in England and Wales. A Dolliver is licensed in the United Kingdom to act as an Insolvency Practitioner by The Insolvency Practitioners Association. As Insolvency Practitioners, they are bound by the Insolvency Code of Ethics in carrying out all professional work relating to the appointment

The affairs, business and property of the Companies are being managed by the Joint Administrators, T G Vance, G J King and A Dolliver, who act as agents of the Companies only and without personal liability.

The Joint Administrators may act as data controllers of personal data as defined by the UK General Data Protection Regulation (as incorporated in the Data Protection Act 2018), depending upon the specific processing activities undertaken. Ernst & Young LLP and/or the Companies may act as data processors on the instructions of the Joint Administrators. Personal data will be kept secure and processed only for matters relating to the Joint Administrators' appointments. The Office Holder Data Privacy Notice can be found at www.ey.com/uk/officeholderprivacy

EXTRASPACE SOLUTIONS (UK) LIMITED (IN ADMINISTRATION) (THE “COMPANY”)

Update on the Administrators’ application to Court for approval of a Scheme of Distribution regarding monies in a project bank account held by the Company

Charles Graham John King, Timothy Vance and Andrew Dolliver, each of Ernst & Young LLP, were appointed as joint administrators of the Company on 23 September 2024 (the “Administrators”).

At the time of the Administrators’ appointment, the Company held monies on trust in a project bank account (“PBA”). The PBA was established to facilitate payments to relevant parties for work undertaken on prison contracts for the Ministry of Justice.

The money held in the PBA was transferred into a separate ring-fenced bank account operated by the Administrators, so that the monies held on trust are held separate to any other funds of the administration estate of the Company.

The Administrators submitted an application to the Court in Northern Ireland (“Court”) seeking, among other things, the approval of a proposed scheme of distribution (“Scheme of Distribution”) for dealing with the distribution of the money held in the PBA (“Application”).

The Application was heard by the Court on 26 May 2026, who granted the relief sought by the Administrators under the Application.

Following the approval from the Court, the Administrators are now carrying out the terms of the Scheme of Distribution. Any supplier previously engaged by the Company that considers it may have a valid claim against the Company in respect of funds held in the PBA should submit their claim to the Administrators at esukadministration@uk.ey.com, using the enclosed PBA Proof.

Enclosed with this document is a copy of:

1. The Order of the Court dated 26 May 2026 approving the Scheme of Distribution;
2. The Scheme of Distribution; and
3. A PBA Proof which suppliers who consider they have an entitlement to PBA should use to submit their claim to the Administrators.

Pursuant to the Scheme of Distribution, the Administrators have set a bar date of six months from the date of the Court Order (“Bar Date”). For the avoidance of doubt the Bar Date is therefore 28 November 2026.

Suppliers who wish to submit a claim should submit their claims prior to the Bar Date. Claims should include a completed PBA Proof along with relevant supporting documentation to substantiate the sums claimed (e.g. invoices, payment applications / certifications). This includes evidence to support a claimant’s status as named supplier e.g. signed trust or joining deeds.

Claims submitted after the Bar Date will not be eligible for a distribution from the PBA and instead, if such claims are adjudicated upon by the Administrators (or subsequent liquidators) as being valid, they will be treated as an unsecured claim in the administration (or subsequent liquidation) of the Company.

Further communications and updates regarding the distribution of the PBA Pool will be posted on the Administrators’ firms’s website: https://www.ey.com/en_uk/administrations/extraspace-solutions-uk-limited.

The Administrators will communicate with claimants as to the outcome of their claims following the Bar Date.

Should you have any queries, you can raise these to esukadministration@uk.ey.com.



**IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES)**

BEFORE MASTER KELLY

on TUESDAY THE 26TH DAY OF MAY 2026

**IN THE MATTER OF EXTRASPACE SOLUTIONS (UK) LIMITED (IN
ADMINISTRATION)**

UPON THE APPLICATION filed on 20 February 2026

AND UPON READING the documents recorded on the Court file as having been read,

AND UPON HEARING the Counsel for the Applicant,

IT IS ORDERED THAT:

1. the Company be permitted to proceed (and the Administrators directed to cause the Company to proceed) on the footing that the monies held on trust by the Company in a project bank account at the time of its entry into administration (the “**Trust Monies**”) be distributed in accordance with the terms of the scheme of distribution (“**Scheme of Distribution**”) appended hereto;
2. pursuant to the terms of the Scheme of Distribution, the Administrators be permitted to recover from the Trust Monies reasonable costs (including third party costs and expenses), expenses and remuneration that the Administrators have incurred, and anticipate they will incur, in connection with discharging the obligations of the Company as trustee of the Trust Monies;
3. the Administrators’ costs incidental to this application, including their legal costs, be provided for from the Trust Monies;
4. where, following payment of costs and the distribution of the Trust Monies pursuant to the terms of the Scheme of Distribution, there is a surplus in the Trust Monies (“**Surplus**”), the Company be permitted (and the Administrators directed to cause the Company) to make available such Surplus to the general body creditors of the Company to be distributed in accordance with the statutory priority as set out in the Insolvency (Northern Ireland) Order 1989 (“**IO89**”) and the Insolvency (Northern

Ireland) Rules 1991 (“**IR91**”) or such other method as the Court may determine as to how the Surplus should be distributed;

5. if and insofar as the Administrators act, or cause the Company to act, in accordance with this Order, neither the Company nor the Administrators shall be liable to any interested party (including but not limited to the Client or any of the Suppliers (both defined within the Scheme of Distribution)) with regard to any distribution made pursuant hereto;
6. nothing in this Order shall prejudice the right of any party to prove for a proper claim in the Administration of the Company or any subsequent insolvency process of the Company as an unsecured creditor;
7. the Administrators shall act in accordance with this Order solely as agents of the Company and in the Company’s capacity as trustee of the Trust Monies. Nothing in this Order or the performance thereof shall result in the Administrators assuming liability as trustees.

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND

CHANCERY DIVISION

IN THE MATTER OF EXTRASPACE SOLUTIONS (UK) LIMITED (IN ADMINISTRATION)

SCHEME OF DISTRIBUTION

1. **DEFINITIONS**

1.1 In this Scheme of Distribution:

Additional Claimant has the meaning given to it in Clause 4.2.2.

Administration means the administration of the Company, which commenced on the Administration Date.

Administration Date means 23 September 2024.

Administrators means (1) Charles Graham John King, Timothy Vance and Andrew Dolliver, each of Ernst & Young LLP in their capacities as joint administrators of the Company (acting as agents for the Company without personal liability), (2) any administrator appointed to the Company within the Administration in addition to, or to replace one or more of, the foregoing appointees or their replacements, and (3) any of the foregoing as subsequently appointed liquidators of the Company pursuant to the provisions of the Insolvency (Northern Ireland) Order 1989.

Bar Date has the meaning given to it in Clause 4.2.2.

Business Day means any day other than a Saturday, a Sunday or a day which is a bank holiday in any part of Northern Ireland.

Company means Extraspace Solutions (UK) Limited (in administration) (company number: NI050211).

Contract means any of the deeds of agreement dated 12 April 2021 between the Company and the Lord Chancellor and Secretary of State for Justice relating to works at prisons located in Hatfield, Sudbury, Leyhill or Springhill.

Court means the High Court of Justice in Northern Ireland

Court Order means the sealed order of the Court approving the Scheme of Distribution with or without modification.

Disputed PBA Proof has the meaning given to it in Clause 8.1.

Disputed PBA Proof Notice has the meaning given to it in Clause 8.1.

Distribution Date has the meaning given to it in Clause 11.1.

Effective Date means the date of the sealed Court Order as received by the Administrators.

Insolvency Order means the Insolvency (Northern Ireland) Order 1989.

Insolvency Rules means the Insolvency Rules (Northern Ireland) 1991.

Joining Deed means a document substantially in the form set out in Schedule 2.

Named Suppliers has the meaning given to it in Clause 4.1.

Late PBA Proof has the meaning given to it in Clause 10.1.

PBA Costs has the meaning given to it in Clause 5.1.2.

PBA Proof has the meaning given to it in Clause 4.1.2.

Proceedings has the meaning given to it in Clause 18.1.2.

Project Bank Account means the monies held on trust by the Company at the Administration Date for the benefit of the Named Suppliers in accordance with Option Y(UK)1 of the NEC Terms.

Scheme of Distribution means this scheme of distribution in its present form or subject to any modifications, additions or conditions made or imposed by the Court or by the Administrators under Clause 16 (*Modifications*).

Step Down Agreement means any of the step down agreements dated 17 June 2021 between the Company and Spatial Initiative Limited (in administration) relating to works at prisons located at Sudbury or Hatfield.

Trust Deed means a document substantially in the form set out in Schedule 1.

2. INTERPRETATION

2.1 In this Scheme of Distribution:

- 2.1.1 references to a “person” include an individual, body corporate (wherever incorporated), unincorporated association, trust or partnership (whether or not having separate legal personality), government, state or agency of a state, or two or more of the foregoing;
- 2.1.2 references to a clause is to a clause of this Scheme of Distribution;
- 2.1.3 the headings in this Scheme of Distribution do not affect its construction or interpretation;
- 2.1.4 references to a statute or a statutory provision include references to such statute or statutory provision as amended or re-enacted whether before or after the date of this Scheme of Distribution and include all subordinate legislation made under the relevant statute whether before or after the date of this Scheme of Distribution save where that amendment, re-enactment or subordinate legislation is made after the date of this Scheme of Distribution and would extend or increase the liability of any party under this Scheme of Distribution;
- 2.1.5 the singular includes the plural and vice versa and any gender includes any other gender; and

2.1.6 if any obligation is due to be performed under the terms of this Scheme of Distribution on a date other than a Business Day, the relevant obligation shall be due to be performed on the next following Business Day.

3. APPLICATION AND EFFECTIVENESS

3.1 This Scheme of Distribution applies to the Project Bank Account.

3.2 This Scheme of Distribution shall become effective on, and have effect from, the Effective Date.

4. CLAIMS AND BAR DATE

4.1 The Administrators have:

4.1.1 made a list of each 'Named Supplier' listed under the relevant Contract or Step Down Agreement (the "**Named Suppliers**") by reference to the best information currently in their possession; and

4.1.2 sent letters to the Named Suppliers by email and/or post prescribing the form in which a Named Supplier must send notice of their claim to the Project Bank Account (the "**PBA Proof**").

4.2 As soon as reasonably practicable following the Effective Date and in any event within fourteen (14) days, the Administrators shall:

4.2.1 send notice of the Scheme of Distribution to each potential Named Supplier by email and post and inform the Named Supplier of the Company's proposed steps to close the Project Bank Account and, in the event that the Named Supplier does not submit their claim they may lose their entitlement, if any, to monies in the Project Bank Account.

4.2.2 set a bar date of six months from the Effective Date (the "**Bar Date**") by which any Named Supplier or any other person who claims to be entitled to a beneficial interest in the Project Bank Account ("**Additional Claimant**") must send notice of their PBA Proof;

4.2.3 publish details of the Bar Date and the prescribed requirements for submitting a PBA Proof (and supporting documents) by placing such details:

(a) on the Administrators' firm's website (https://www.ey.com/en_uk/administrations/extraspace-solutions-uk-limited);

(b) as a notice in The Gazette;

(c) in an advertisement in newspapers circulated in the districts where the Named Suppliers are located as the Administrators consider appropriate; and

(d) taking such further steps (if any) as the Administrators may consider appropriate to bring such details to the attention of potentially interested persons.

5. COSTS OF SUBMITTING CLAIMS

5.1 Unless the Court orders otherwise:

5.1.1 every Named Supplier or Additional Claimant shall bear the cost of proving their own entitlement to any monies in the Project Bank Account, including costs incurred in providing documents or evidence to support their PBA Proof; and

- 5.1.2 all costs, expenses and disbursements (including legal fees) incurred by the Company and/or the Administrators and properly attributable to the distribution of the Project Bank Account and discharge of the Company' duties as trustee of the Project Bank Account ("**PBA Costs**") are payable from the Project Bank Account in accordance with the order of priority set out in Clause 11 below. PBA Costs shall include all work undertaken in relation to the Project Bank Account prior to the Scheme of Distribution, the costs of the court application, preparing and giving notice of the Scheme of Distribution to Named Suppliers in accordance with Clause 4, assessing a PBA Proof and corresponding with Named Suppliers or Additional Claimants in relation to the PBA and operating the Scheme of Distribution.

6. **ADJUDICATION OF CLAIMS**

- 6.1 As soon as reasonably practicable after the Bar Date, the Administrators shall adjudicate upon all PBA Proofs received by them based on the following criteria:

- 6.1.1 establish if the supplier or Additional Claimant is specified as a 'Named Supplier' under the relevant Contract or Step Down Agreement;
- 6.1.2 obtain a fully executed Trust Deed or Joining Deed from the Named Supplier or Additional Claimant (or in the absence of fully executed documents obtain legal advice on the validity of any claim to trust assets);
- 6.1.3 subject to available information, establish whether the amounts claimed in the PBA Proofs:
- (a) relate to supplies and/or services provided to the Company or SIL;
 - (b) relate to a period where payment had been made into the PBA for those services;
- 6.1.4 establish whether any of the amounts being claimed in the relevant PBA Proof remain outstanding;
- 6.1.5 if any of the criteria listed at paragraphs 6.1.1 to 6.1.4 above are not satisfied, obtain legal advice as to whether the information which has been provided is sufficient to admit the PBA Proof in whole or in part.

- 6.2 Following the adjudication of the PBA Proofs in accordance with paragraph 6.1 above:

- 6.2.1 the Administrators may in their discretion request further information or documents from a Named Supplier or Additional Claimant in order to adjudicate the PBA Proof;
- 6.2.2 in all respects the Administrators shall exercise their discretion (with the benefit of such advice as the Administrators may consider appropriate) in assessing such PBA Proofs and the material submitted in support of them, and shall (subject to clause 8) have the same rights, powers and discretion to adjudicate and admit or reject claims as if the Administrators were adjudicating upon proofs of debt submitted by creditors in the ordinary course in an administration or any subsequent liquidation.

7. **NOTIFICATIONS FOLLOWING THE BAR DATE**

- 7.1 As soon as reasonably practicable after the Bar Date, the Administrators shall notify any Named Supplier or Additional Claimant who has submitted a PBA Proof before the Bar Date whether:

- 7.1.1 the Administrators admit the PBA Proof in whole; or

- 7.1.2 the Administrators admit the PBA Proof in part and reject it in part, in which case the Administrators shall provide as soon as reasonably practicable a written summary of the reasons for doing so and drawing attention to the right of the Named Supplier or Additional Claimant to dispute a decision in respect of a PBA Proof under Clause 8; or
- 7.1.3 the Administrators reject the PBA Proof in whole, in which case the Administrators shall provide as soon as reasonably practicable a written summary of the reasons for doing so and drawing attention to the right of the Named Supplier or Additional Claimant to dispute a decision in respect of a PBA Proof under Clause 8.

8. **DISPUTED PBA PROOF**

8.1 If any Named Supplier or Additional Claimant is dissatisfied by the decision of the Administrators to reject their PBA Proof (a “**Disputed PBA Proof**”) in whole or in part, then that Named Supplier or Additional Claimant (as applicable) may, within 21 days after the date of receipt of the Administrators’ written statement pursuant to Clauses 7.1.2 or 7.1.3 above, deliver a notice to the Administrators (the “**Disputed PBA Proof Notice**”).

8.2 Each Disputed PBA Proof Notice shall:

- 8.2.1 give reasons why the Named Supplier or the Additional Claimant (as applicable) believes that the information used by the Administrators in considering the PBA Proof is incorrect;
- 8.2.2 include such information which the Named Supplier or the Additional Claimant (as applicable) considers to be correct or relevant in order to demonstrate its entitlement to a beneficial interest in the Project Bank Account, together with any supporting evidence; and
- 8.2.3 give details of the amount of the Project Bank Account to which the Named Supplier or the Additional Claimant (as applicable) considers it should be entitled (the “**Disputed Claim Amount**”).

8.3 The Administrators shall consider the reasons, information or particular circumstances and supporting evidence and/or any other relevant apparent evidence (as applicable) and may allow the Disputed Claim Amount in whole or in part in their discretion. If the Administrators do not allow the Disputed Claim Amount in whole then the Administrators shall notify the relevant Named Supplier or Additional Claimant (as applicable) within fourteen (14) days of the receipt of the Disputed PBA Proof Notice.

8.4 If a Named Supplier or Additional Claimant is dissatisfied with the Administrators’ decision under paragraph 8.3 above, that Named Supplier or Additional Claimant may apply to the Court (on notice to the Administrators) for the decision to be reversed or varied. Any such application must be filed with the Court within 21 days of the Named Supplier or Additional Claimant receiving notice from the Administrators under Clause 8.3 above. Where application is made to the Court under this clause, the Court shall fix a venue for the application to be heard, notice of which shall be sent by the applicant to the Administrator. Neither the Company nor the Administrators shall be personally liable for costs incurred by a Named Supplier or Additional Claimant or any other person in respect of an application under this clause unless the Court otherwise orders.

9. **VARIATION OF PBA PROOF**

A PBA Proof may at any time, by agreement between the relevant Named Supplier or Additional Claimant and the Administrators, be withdrawn or varied as to the amount claimed.

10. **TREATMENT OF CLAIMS AFTER THE BAR DATE**

- 10.1 If a Named Supplier or Additional Claimant submits a PBA Proof after the Bar Date (“**Late PBA Proof**”), that Named Supplier or Additional Claimant shall be deemed to have waived and released its right to receive a distribution from the Project Bank Account.
- 10.2 In the circumstances at clause 10.1, the Named Supplier or Additional Claimant will be deemed to have submitted an unsecured claim in the administration (or any subsequent liquidation) of the Company in the equivalent sum of the Late PBA Proof, which the Administrators will adjudicate on in the ordinary course in accordance with the Insolvency Order and the Insolvency Rules in the event of a distribution to unsecured creditors in the Administration or subsequent liquidation.
- 10.3 In no circumstances shall a Late PBA Proof delay or disrupt any distribution of the Project Bank Account by the Administrators in accordance with clause 11 below.

11. **DISTRIBUTION OF THE PROJECT BANK ACCOUNT**

- 11.1 Once all PBA Proofs have been determined under clauses 7 and/or 8 above (the “**Distribution Date**”), the Project Bank Account shall be distributed in the priority set out at Clause 11.2 below.
- 11.2 The Administrators shall distribute the Project Bank Account in the following order of priority:
- 11.2.1 **First**, the Administrators shall make provision for the PBA Costs;
- 11.2.2 **Second**, to the extent that there are remaining funds, the Administrators shall make provision *pro rata* for (i) all PBA Proofs received before the Bar Date to the extent admitted by the Administrators pursuant to Clause 7 or 8 above, and/or (ii) any PBA Proofs to the extent directed to be paid by the Court in accordance with the terms of Clause 8 above; and
- 11.2.3 **Third**, to the extent that there are remaining funds, the Administrators shall apply such remaining funds to the Company in administration (or any subsequent liquidation) as the Company’s own funds.
- 11.3 For the avoidance of doubt, in distributing the Project Bank Account pursuant to Clause 11.2 above, the Administrators:
- 11.3.1 may proceed on the basis that no person is entitled to any beneficial interest or entitlement in the Project Bank Account except as provided for in Clause 11.2 above;
- 11.3.2 reserve their right to make a distribution under the provisions of Clause 11.2 directly to the person entitled, rather than to any intermediary that has been appointed by a Named Supplier or an Additional Claimant.
- 11.4 All Distributions shall be subject to the payment provisions at clause 13 below.

12. **SURPLUS**

Where, following the distribution of the Project Bank Account pursuant to clauses 11.2.1 to 11.2.3 there is a surplus of monies in the PBA (“**Surplus**”), the Administrators shall be permitted to treat such surplus as being held in accordance with clause 11.2.3 and apply such surplus to the general creditors of the Company to be distributed in accordance with the statutory priority as set out in the Insolvency Order and the Insolvency Rules.

13. **SHORTFALL**

Any unpaid balance of the following amounts after the distribution of the Project Bank Account in accordance with clauses 11.2.1 to 11.2.3 shall be treated as unsecured claim(s) in the administration (or any subsequent liquidation) of the Company: (i) PBA Proofs received before

the Bar Date and admitted by the Administrators pursuant to Clause 7 or 8 above, and/or (ii) any PBA Proofs directed to be paid by the Court in accordance with the terms of Clause 8 above.

14. **MISCELLANEOUS PAYMENT PROVISIONS**

Payment Method

- 14.1 All sums payable by the Administrators to any Named Supplier or Additional Claimant pursuant to this Scheme of Distribution shall be paid by bank transfer to such bank account as the relevant Named Supplier or Additional Claimant may from time to time notify to the Company or Administrators in writing.

No Interest

- 14.2 If any Named Supplier or Additional Claimant does not receive payment on its due date, no interest shall be payable to that Named Supplier or Additional Claimant.

Unclaimed Payments

- 14.3 If the Company or Administrators are unable to make any payment at the expiration of one month from the Distribution Date because:

14.3.1 bank account details have not been provided by the Named Supplier or Additional Claimant despite requests for such information being made by the Administrators; or

14.3.2 otherwise howsoever,

the Named Supplier or Additional Claimant entitled to such payment shall, from that time, be deemed to have waived his rights thereto, the said payment shall be returned to the Company or Administrators and form part of any Surplus as described at clause 12 and any obligations of the Company or Administrators with respect thereto shall thereafter cease.

No further payments

- 14.4 Save as set out herein, there will be no further payments in respect of, and the obligations of the Company to the Named Supplier or Additional Claimant shall cease.

Payments to persons

- 14.5 If a Named Supplier or Additional Claimant gives notice in writing to the Company or Administrators that it wishes its payment under the terms of this Scheme of Distribution to be paid to another person, or that it has assigned its entitlement to another person, the Company or Administrators shall pay the relevant payment to that other person accordingly.

- 14.6 Any such notice must specify the name and address of the person to whom payment is to be made and the bank account details of the person to whom payment is to be made. Such payment shall be good discharge of the Administrators' or Company's obligation (as appropriate) in respect of that payment.

15. **NOTICES**

- 15.1 Any notice, statement or document to be sent in connection with this Scheme of Distribution:

15.1.1 By the Administrators to a Named Supplier or Additional Claimant may be sent by email, fax, post and/or other electronic communication and shall be deemed to have been received by the Named Supplier or Additional Claimant:

- (a) if sent by first class post to an address within the UK, two (2) Business Days after posting;
- (b) if sent by airmail post to an address not within the UK, five (5) Business Days after posting;
- (c) if sent by fax or email before 5pm London time on a Business Day, on that same Business Day; and
- (d) if sent by fax or email (or other electronic communication) on a day that is not a Business Day or after 5pm London time on a Business Day, on the following Business Day;

provided, in each case, that the address, fax number or email address used shall be that provided to the Administrators by the relevant Named Supplier or Additional Claimant or (if none has been provided) recorded in the records of the Company.

15.1.2 By a Named Supplier or Additional Claimant to the Administrators shall be sent to: The Joint Administrators of Extraspace Solutions (UK) Limited (in administration), C/O Ernst & Young LLP 12 Wellington Place, Leeds, LS1 4AP Attention: Tom Harvey and Charles King or email to esukadministration@uk.ey.com.

16. MODIFICATION

16.1 The Administrators may make any additions or modifications to this Scheme of Distribution before or after the Effective Date only where such additions or modifications:

16.1.1 are of a technical or administrative nature without the need for the Scheme of Distribution to be approved again by the Court; and

16.1.2 are, to the extent that the Company is still in Administration, consistent with the pursuit by the Administrators of the objective of the Administration pursuant to paragraph 4(1) of Schedule B1 to the Insolvency Order; and

16.1.3 would not materially prejudice the interests of any Named Supplier or Additional Claimant.

16.2 If the Administrators make any additions or modifications under Clause 16.1 above, the Administrators shall notify: (i) the Court by filing both an amended version of the Scheme of Distribution with the modifications highlighted and a covering letter to the Court to outline such modifications and which also confirms that the circumstances of Clauses 16.1.1, 16.1.2 and 16.1.3 are satisfied, and (ii) Named Suppliers and Additional Claimants by posting the Scheme of Distribution as so amended or modified on the Administrators' Firm's website (https://www.ey.com/en_uk/administrations/extraspace-solutions-uk-limited) with a covering letter explaining the amendments or modifications made.

17. ILLEGALITY AND SEVERENCE

If a provision of this Scheme of Distribution is, or but for this Clause 17 would be, held to be illegal, invalid or unenforceable, in whole or in part, in the jurisdiction to which it pertains but would be legal, valid and enforceable if part of the provision was deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable in that jurisdiction, and any such illegality, invalidity or unenforceability in any jurisdiction will not invalidate or render invalid or unenforceable such provisions in any other jurisdiction.

18. GOVERNING LAW AND JURISDICTION

- 18.1 Without prejudice to the continuing existence of the statutory moratorium under paragraphs 43 and 44 of Schedule B1 to the Insolvency Act:
- 18.1.1 this Scheme of Distribution and all matters (including any contractual or non-contractual obligation) arising from or connected with it shall be governed by, and construed in accordance with, the laws of Northern Ireland;
 - 18.1.2 subject to Clause 18.1.3, the courts of Northern Ireland have exclusive jurisdiction to decide and to settle any dispute or claim arising out of or in connection with this Scheme of Distribution (“**Proceedings**”); and
 - 18.1.3 this jurisdiction clause is for the benefit of the Company and the Administrators only and the Company and/or the Administrators will not be prevented from instigating Proceedings in any other courts with jurisdiction. To the extent allowed by law, the Company and/or the Administrators may take concurrent Proceedings in any number of jurisdictions.

SCHEDULE 1 – TRUST DEED



PART 1 – TRUST DEED

This deed is made between the *Client*, the *Contractor* and [Supplier] (the **Named Supplier(s)**).

Terms in this deed have the meanings given to them in the contract between (1) The Secretary of State for Justice (of the Ministry for Justice) (the **Client**) and (2) [Extraspace Solutions (UK) Ltd] (the **Contractor**) dated 12th April 2021 (the **contract**) in connection with [Project] (the **works**)

Background

The *Client* and the *Contractor* have entered into the contract for the *works*.

The Named Suppliers have entered into contracts with the *Contractor* or a Subcontractor in connection with the *works*.

The Contractor, on the instruction of the *Client*, has established a Project Bank Account to make provision for payment to the *Contractor* and the Named Suppliers.

Agreement

The parties to this deed agree that

- sums due to the *Contractor* and Named Suppliers as set out in the relevant contract are held in trust in the Project Bank Account for distribution to the *Contractor* and Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account,
- further Named Suppliers may be added as parties to this deed with the agreement of the *Client*. (and the agreement of the *Client* is treated as agreement by the Named Suppliers who are parties to this deed),
- this deed is subject to the law of the contract for the *works*,
- the benefits under this deed may not be assigned.

Executed as a deed on _____

by

_____ *Client*

_____ *Contractor*

_____ Named Supplier

_____ Named Supplier

_____ Named Supplier

SCHEDULE 2 – JOINING DEED



PART 2 – JOINING DEED

This deed is made between the *Client*, the *Contractor* and [Supplier] (the **Additional Named Supplier(s)**).

Terms in this deed have the meanings given to them in the contract between (1) The Secretary of State for Justice (of the Ministry for Justice) (the **Client**) and (2) [Extraspace Solutions (UK) Ltd] (the **Contractor**) dated 12th April 2021 (the **contract**) in connection with the [Project] (the **works**).

Background

The *Client* and the *Contractor* have entered into the contract for the *works*.

The Named Suppliers have entered into contracts with the *Contractor* or a Subcontractor in connection with the *works*.

The Contractor, on the instruction of the *Client*, has established a Project Bank Account to make provision for payment to the *Contractor* and the Named Suppliers.

The *Client*, the *Contractor* and the Named Suppliers have entered into a deed as set out at Annex 2, Part K of the main contract (the **Trust Deed**), and have agreed that the Additional Named Supplier may join that deed.

Agreement

The parties to this deed agree that

- the Additional Named Supplier becomes a party to the Trust Deed from the date set out below,
- this deed is subject to the law of the contract for the *works* and
- the benefits under this deed may not be assigned.

Executed as a deed on _____

by

_____ *Client*

_____ *Contractor*

_____ Additional Named Supplier

Project Bank Account - Proof of Debt

Claims to be notified at: esukadministration@uk.ey.com

Extraspace Solutions (UK) Limited (In Administration)

Date of Administration: 23 September 2024

Please refer to the notes at the end of this form.

Name of Creditor

Address

Total amount of claim as at 23 September 2024

Less: any payments made to you after 23 September 2024 in respect of the claim

Less: any adjustments for set off in accordance with Rule 2.086

Net claim after deductions

Amount of any outstanding uncapitalised interest included in claim

Amount of any VAT included in claim

Particulars of how and when the debt was incurred.

()
()

Continued on next page

Signed
Signature on behalf of creditor

Name

Address

Authority to sign on behalf of creditor

Date

For Administrator's use only

File with esukadministration@uk.ey.com

Reviewed by _____

Notes to Administration Proof of Debt Form:

1. Pursuant to the Scheme of Distribution, the Administrators have set a bar date of six months from the date of the Court Order ("Bar Date"). For the avoidance of doubt the Bar Date is therefore **28 November 2026**.
2. Claims submitted after the Bar Date will not be eligible for a distribution from the PBA and instead, if such claims are adjudicated upon by the Administrators (or subsequent liquidators) as being valid, they will be treated as an unsecured claim in the administration (or subsequent liquidation) of the Company.
3. Please attach a detailed statement of your account as at the date on which the company entered Administration.
4. VAT bad debt relief may usually be claimed six months after the date of supply.
5. The Administrator may call for any document or other evidence to be produced if it is considered necessary for the purpose of substantiating the whole or any part of the claim made.
6. The Joint Administrators may act as data controllers of personal data as defined by the UK General Data Protection Regulation (as incorporated in the Data Protection Act 2018), depending upon the specific processing activities undertaken. Ernst & Young LLP and/or the Company may act as a data processor on the instructions of the Joint Administrators. Personal data will be kept secure and processed only for matters relating to the Joint Administrators' appointment. The Office Holder Data Privacy Notice can be found at www.ey.com/uk/officeholderprivacy.