

# MG01

## Particulars of a mortgage or charge

732630/26

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



**What this form is for**

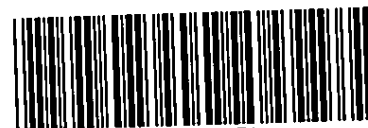
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



**What this form is NOT for**

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s.

THURSDAY



\*AKPIZEBP\*

A31

22/10/2009

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COMPANIES HOUSE

<b>Company details</b>		For official use	
Company number	0 0 4 2 4 7 5 7	11	
Company name in full	WALTER AINSBURY & SON LIMITED		
		→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *	

<b>Date of creation of charge</b>	
Date of creation	d 1 3 m 1 0 y 2 0 y 0 9

<b>Description</b>	
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.	
Description	DEED OF ACCESSION (THE "DEED OF ACCESSION") TO A DEBENTURE DATED 30 JUNE 2006 BETWEEN CULLUM CAPITAL VENTURES LIMITED (THE "PARENT") EACH OF THE COMPANIES NAMED THEREIN AS CHARGOR AND THE BANK OF SCOTLAND PLC (THE "SECURITY TRUSTEE") (THE "DEBENTURE").

<b>Amount secured</b>	
Please give us details of the amount secured by the mortgage or charge.	
Amount secured	THE PRESENT, FUTURE, ACTUAL AND CONTINGENT LIABILITIES OF THE CHARGORS TO ANY SECURED PARTY UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (THE "SECURED LIABILITIES").
<b>Continuation page</b> Please use a continuation page if you need to enter more details.	

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Particulars of a mortgage or charge



**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	BANK OF SCOTLAND PLC (THE SECURITY TRUSTEE)									
Address	155 BISHOPSGATE									
	LONDON									
Postcode	E	C	2	M		3	Y	B		
Name										
Address										
Postcode										

**Continuation page**

Please use a continuation page if you need to enter more details.



**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged.

Short particulars SEE ATTACHED CONTINUATION SHEET

**Continuation page**

Please use a continuation page if you need to enter more details.

# MG01

## Particulars of a mortgage or charge



### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

N/A



### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).




### Signature

Please sign the form here.

Signature

Signature

X  (DMH STALLARD LLP) X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

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

Contact name

L HALL

Company name

DMH STALLARD LLP

Address

GAINSBOROUGH HOUSE

PEGLER WAY

Post town

CRAWLEY

County/Region

WEST SUSSEX

Postcode

R H 1 1 7 F Z

Country

ENGLAND

DX

Telephone

01293 605024



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



### Important information

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



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

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

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

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

**Continuation Sheet**  
**Walter Ainsbury & Son Limited (00424757)**

**Short particulars of all the property mortgaged or charged**

**1. DEFINITIONS**

In the interpretation of this Form MG01 the following words and expressions shall have the respective meanings given to them:-

**"Accession Letter"** means a document substantially in the form set out in schedule 7 (*Form of Accession Letter*) of the Facility Agreement;

**"Acquisition"** means any acquisition by a Group Company of any Target, Target Shares or Target Assets in accordance with an Acquisition Agreement;

**"Acquisition Agreement"** means any sale and purchase agreement or asset purchase agreement relating to an Acquisition together with any related agreements giving any Group Company a right or claim against any Vendor or any third party in connection with any Acquisition or transferring title to any Group Company of any asset acquired under those agreements (but, for the avoidance of doubt, shall not include any Disclosure Letter);

**"Agent"** means Bank of Scotland in its capacity as agent for the Finance Parties or a successor agent appointed under clause 27.12 (*Resignation of the Agent*) of the Facility Agreement;

**"Ancillary Document"** means a document setting out the terms on which Ancillary Facilities are made available;

**"Ancillary Lender"** means Bank of Scotland;

**"Arranger"** means Bank of Scotland;

**"Charged Property"** means the Chargors' assets (and every part of them) mortgaged, assigned or charged to the Security Trustee by or pursuant to the Debenture;

**"Chargor"** means the Parent and any Additional Chargor;

**"Facility"** means the term loan facility to be made available to a Borrower by a Lender as described in clause 2.1 (*The Facility*) of the Facility Agreement;

**"Finance Document"** means the Facility Agreement, the Intercreditor Agreement, any Fee Letter, the Hedging Strategy Letter, the Syndication

Side Letter, the Ancillary Documents, any Accession Letter, any Hedging Agreement, any Transfer Certificate, or any Security Document and any other document designated as such by the Agent;

**"Finance Parties"** means the Arranger, the Agent, the Security Trustee, each Ancillary Lender and each Lender and shall be deemed to include any Lender in its capacity as a party to a Hedging Agreement and Finance Party means any of them;

**"Facility Agreement"** means a facility agreement dated 30 June 2006 and made between (1) the Parent, (2) the companies listed in part 3 of schedule 2 therein, (3) Bank of Scotland as Mandated Lead Arranger, (4) Bank of Scotland as Original Lender, (5) Bank of Scotland as Agent and (6) Bank of Scotland as Security Trustee;

**"Floating Charge Property"** has the meaning given to that term in clause 2(g) below;

**"Group"** means the Parent, each Target and each of their respective Subsidiaries for the time being and **"Group Company"** means any one of them;

**"Intercreditor Agreement"** means the intercreditor agreement entered into on or about the date of the Facility Agreement between, amongst others, the Parent, the Finance Parties, the Loan-back Directors and the Investors;

**"Fee Letter"** means any letter or letters dated on or about the date of the Facility Agreement between the Parent and the Arranger, the Agent and the Security Trustee, setting out any of the fees referred to in clause 11 (*Fees*) of the Facility Agreement;

**"Finance Parties"** means the Arranger, the Agent, the Security Trustee, each Ancillary Lender and each Lender and shall be deemed to include any Lender in its capacity as a party to a Hedging Agreement and Finance Party means any of them;

**"Hedging Agreement"** means each agreement entered into or to be entered into between the Parent and a Lender for the purpose of hedging the Parent's interest rate liabilities;

**"Hedging Strategy Letter"** means the letter dated on or about the date of the Facility Agreement and made between the Parent and the Agent and described on its face as the "Hedging Strategy Letter"

**"Legally Mortgaged Property"** has the meaning given to that term in clause 2(a) below;

**"Lenders"** means each Lender and shall be deemed to include a Lender in its capacity as a party to any Hedging Agreement, and Lender shall be construed accordingly;

**"Parent"** means Cullum Capital Ventures Limited, a company incorporated under the laws of England and Wales with registered number 5587424 whose registered office is at 26-28 Pembroke Road, Sevenoaks, Kent TN13 1XR;

**"Secured Party"** means each of the Finance Parties;

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

**"Security Document"** means each of the documents described in schedule 11 (*Security Documents*) of the Facility Agreement and any other document creating, evidencing or granting Security in favour of the Finance Parties (or any of them) in respect of the obligations of the Obligor under the Finance Documents, each in form and substance satisfactory to the Agent;

**"Security Period"** means the period starting on the date of the Facility Agreement and ending on the date on which all of the liabilities of the Obligor under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present, future, actual or contingent, in relation to the Facility;

**"Subsidiary"** means a subsidiary within the meaning of section 736 of the Act;

**"Syndication Side Letter"** means the letter dated on or about the date of the Facility Agreement between the Parent and the Arranger in relation to Syndication Mortgages, fixed charges and floating charge;

**"Transfer Certificate"** means a certificate substantially in the form set out in schedule 6 (*Form of Transfer Certificate*) of the Facility Agreement or any other form agreed between the Agent and the Parent; Mortgages, fixed charges and floating charge.

## **2. MORTGAGES, FIXED CHARGES AND FLOATING CHARGE**

The Company as a Chargor has charged in favour of the Security Trustee (as agent and trustee for the Secured Parties), as continuing security for the

payment discharge and performance of the Secured Liabilities and with full title guarantee:

- (a) by way of first legal mortgage all estates or interests in the freehold property (if any) as at 4 June 2009 belonging to it and the proceeds of sale of them and all buildings and trade and other fixtures on that property which belong, or are charged, to such Chargor (the "**Legally Mortgaged Property**");
- (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property which belong to such Chargor at 4 June 2009 or at any time during the Security Period (other than the Legally Mortgaged Property) and the proceeds of sale of them and all buildings and trade and other fixtures from time to time on any such property which belong, or are charged, to it;
- (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by it at the date of the Debenture or in the future;
- (d) by way of fixed charge:
  - (i) all stocks, shares, debentures, bonds, notes and loan capital of the Chargor in any Subsidiary and in any other body corporate; and
  - (ii) all rights to subscribe for or otherwise acquire, redeem or convert any other securities or loan capital,

which at 4 June 2009 or in the future belong to it, and all dividends, interest and other income and all other rights of any kind deriving from or incidental to any rights and property listed in paragraph (i) or (ii) above;

- (e) by way of fixed charge its present and future goodwill and its present and future uncalled capital;
- (f) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at 4 June 2009 or at any time thereafter belonging to such Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and
- (g) by way of floating charge all of the Chargor's assets and undertaking, present and future, other than any assets from time to time or for the time being effectively mortgaged, assigned or charged by way of fixed



charge to the Security Trustee (collectively the **"Floating Charge Property"**).

- 2.2 The Chargor has assigned to the Security Trustee (as agent and trustee for the Secured Parties) by way of security and with full title guarantee (and to the extent that the security so constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for the Secured Parties) all of its present and future rights, title and interest in and to each Acquisition Agreement.
- 2.3 The security constituted by or pursuant to the Debenture is in addition to and independent of every other Security Document and no prior security held by the Security Trustee or any other Secured Party over the Charged Property or any part of it shall merge in the security created by or under the Debenture.
- 2.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

### **3. NEGATIVE PLEDGE**

Without the prior written consent of the Security Trustee each Chargor shall not nor shall it agree or purport to:

- (a) create or permit to subsist any Security whether in any such case ranking in priority to or pari passu with or after the security created by the Debenture other than as permitted under the Facility Agreement; or
- (b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Facility Agreement.

### **4. FURTHER ASSURANCE**

- 4.1 The Company as Chargor has agreed, at its own expense, to promptly take whatever action and execute in favour of the Security Trustee (or as it may direct) whatever further legal assignments, transfers, securities and other documents the Security Trustee may require (acting reasonably unless and Event or Default has occurred and is continuing) in order to:
- (a) Perfect or improve the security intended to be conferred on the Security Trustee by or pursuant to the Debenture; or
  - (b) Facilitate the realisation of all or any of the Charged Property and to exercise all rights and powers conferred on the Security Trustee, any

receiver, any administrator or any delegate in connection with that realisation.



FILE COPY

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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 424757  
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 13  
OCTOBER 2009 AND CREATED BY WALTER AINSBURY & SON  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC (THE  
SECURITY TRUSTEE) ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 22 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 OCTOBER  
2009

PO  
JEL



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES