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MG01

Particulars of a mortgage or charge



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LASERFORM

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



A04 *AS684W0G* 290
21/07/2011
COMPANIES HOUSE

1

Company details

Company number

0 0 7 6 1 0 0 4

Company name in full

Morbaine Properties Limited (the "Company")

For official use



Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d3 m0 m7 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Security Agreement (the "Security Agreement")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All indebtedness and all obligations or liabilities of any kind which may now or at any time in
the future be due, owing or incurred by the Obligors to the Finance Parties (or any of them)
under the Finance Documents, whatsoever their nature or basis, in any currencies and however
they are described together with Interest and Expenses

In this form MG01

"Finance Parties" means the Agent, the Arranger, the Security Trustee(s) or Lender,

"Finance Document" means the Development and Investment Facility Agreement, each
Utilisation Request, each Transaction Security Document, any Hedging Agreements and any
other documents designated as a "Finance Document" by the Agent and the Company.

Continuation page

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

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Particulars of a mortgage or charge

5 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

Continuation page

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

Name The Royal Bank of Scotland PLC as Security Trustee

Address Real Estate Finance North, 6th Floor, 1 Spinningfields Square

Manchester

Postcode M 3 3 A P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Grant of security

The Company, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges as security in favour of the Security Trustee the following assets

(a) First legal mortgage on the Property

by way of first legal mortgage, the Property,

(b) First fixed charge on other land and buildings

by way of first fixed charge all other interests in the Property, and any rights under any licence or other agreement or document which gives the Company a right to enter upon or use the Property,

(c) First fixed charge on plant and machinery

by way of first fixed charge all plant and machinery now or in the future owned by it and situated at the Property (but not including plant and machinery made subject to a valid legal mortgage under paragraph (a) above and the benefit of all contracts licences and warranties relating to the same,

(d) First fixed charge on other chattels

by way of first fixed charge, all vehicles, computers, furniture, furnishings, equipment, tools and other goods kept at the Property now or in the future owned by it and its interest in any vehicles, computers, furniture, furnishings, equipment, tools and other goods kept at the Property in its possession (but not including any such chattels for the time being forming part of the Company's stock in trade or work in progress) and the benefit of all contracts, licences and warranties relating to the same,

(e) First fixed charge on Insurances

to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to paragraph (b) below (Assignment of Insurances and Insurance Proceeds) but are capable of being effectively charged by way of first fixed charge, the Insurances applicable to the Company and all Insurance Proceeds either now or in the future held by, written in favour of, or payable to the Company or in which the Company is otherwise interested,

(f) First Fixed Charge on Authorisations compensation etc

by way of first fixed charge, the benefit of all authorisations held or utilised by the Company in connection with the Property (to the extent that such Authorisations are capable of being effectively charged) and the right to recover and receive all compensation which may at any time become payable to it in respect of such Authorisations to the extent permitted by the terms of such Authorisations and save in so far as any such Authorisations are effectively subject to any valid assignment to the Security Trustee pursuant to the Security Agreement and

(g) First Fixed Charge on goodwill

by way of first fixed charge, all the goodwill of the Company's business carried on at the Property,

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Agent" means The Royal Bank of Scotland plc as agent for National Westminster Bank PLC</p> <p>"Arranger" means The Royal Bank of Scotland plc as agent for National Westminster Bank PLC</p> <p>"Authorisation" means an authorisation consent, approval, resolution, licence exemption filing notarisation or registration</p> <p>"Bank Balances" means the accounts and all monies (including interest) from time to time standing to the credit of the Rent Account and any other cash cover or suspense account established pursuant to any of the Finance Documents and all debts represented by any such accounts</p> <p>"Charged Contracts" means</p> <p>(1) Development Agreement dated 13 July 2011 between the Company and Morbaine Limited</p> <p>(2) Agreement for Lease dated 22 January 2010 between the Obligor and Tesco Stores Limited as varied and restated by a Supplemental Agreement dated 13 July 2011 between the same parties</p> <p>"Charged Debts" means all book and other debts and all other rights and claims charged to the Security Trustee under the Security Agreement</p> <p>"Development and Investment Facility Agreement" means the development and investment facility agreement dated 13 July 2011 between the Obligor and each of the Finance Parties</p> <p>"Expenses" means all fees discounts, commissions and other banking or service charges, legal and other professional fees, premiums costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any of the Security Trustee, a receiver or a delegate in connection with the assets charged by the Security Agreement (excluding the preparation negotiation and creation of the Security Agreement (but including the taking, perfecting, enforcing or exercising any power under the Security Agreement, the appointment of any Receiver or Delegate, the breach of any provision of the Security Agreement and/or the protection, realisation or enforcement of the Security Agreement, and includes the costs of transferring to the Security Trustee or the Receiver any security ranking in priority to the security constituted by the Security Agreement or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require</p> <p>"Fixtures" means any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of the Property</p> <p>"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Company or (to the extent of its relevant interest) in which the Company has an interest, in each case in relation to the assets charged by the Security Agreement</p> <p>"Insurance Proceeds" means the proceeds of any insurance claim received by the Company, after deduction of any reasonable expenses incurred in relation to the relevant claim and payable by the Company to any person together with the benefit of all bonuses profits, returns of premium and other benefits of whatever nature arising by virtue of the Company's ownership of the Insurances and all interest on any of the foregoing</p> <p>"Interest" means interest at the rate provided and calculated and compounded as agreed in accordance with the Development and Investment Facility Agreement both before and after judgement from time to time</p> <p>"Lender" means National Westminster Bank PLC</p> <p>"Property" means land and buildings to the south east of Lugsdale Road, Widnes registered with title numbers CH288680, CH238433, CH410656, CH353040, CH378213 and part of CH539313 as shown tinted blue on the registered title plan for title CH539313 annexed to the Security Agreement together with the unregistered piece of land on the south side of Lugsdale Road, Widnes shown cross hatched grey on the plan annexed hereto and marked with reference 6236/53E</p> <p>"Rent Account" means the account entitled "Rent Account" in the name of the Company held with the Agent</p> <p>"Security Trustee" means The Royal Bank of Scotland plc</p> <p>"Transaction Security Document" shall bear the meaning in the Development and Investment Facility Agreement</p> <p>"Utilisation Request" shall bear in the meaning in the Development and Investment Facility Agreement</p>	

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured		

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (h) First Fixed Charge on rental income and guarantees for rental income
by way of first fixed charge all rental income receivable under any lease granted of the Property and all guarantees of any nature whatsoever now or at any time enjoyed or held by the Company in relation to any such rental income,
- (i) First Fixed Charge on Charged Contracts
by way of first fixed charge the Charged Contracts and also any and all damages, compensation remuneration, profit, royalties, fees, rent or income which the Company may derive from or be awarded or entitled to in respect of the Charged Contracts, and
- (j) First fixed charge on Bank Balances
by way of first fixed charge, all of its Bank Balances
- Assignment by way of security**
As further continuing security for the payment of the Secured Obligations the Chargor assigns (to the fullest extent capable of assignment) to the Security Trustee by way of security all its rights, title and interest in the following assets
- (a) Assignment of Charged Contracts
the Charged Contracts and also any and all damages, compensation, remuneration, profit, royalties, fees, rent or income which the Company may derive from or be awarded or entitled to in respect of the Charged Contracts,
- (b) Assignment of Insurances and Insurance Proceeds
the Insurances and the benefit of all Insurance Proceeds, and
- (c) Assignment of rental income and guarantees for rental income
all rental income receivable under any lease granted at the Property and the benefit of all guarantees of any nature whatsoever now at any time enjoyed or held by the Company in relation to such rental income and the benefit of all personal covenants given by any tenant or occupier of the Property or guarantor of such tenant or occupier

**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 **Claire Shepherd**

Company name **Squire, Sanders & Dempsey
(UK) LLP**

Address **Trinity Court**

16 John Dalton Street

Manchester

Post town

County/Region

Postcode **M 6 0 8 H S**

Country

DX **14347 Manchester 1**

Telephone **+44 (0)161 830 5000**

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

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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

7 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

8 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 870).

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 866). 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).

9 Signature

Please sign the form here

Signature

Signature

X *Squire Sanders & Dempsey (UK) Ltd* X

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 761004
CHARGE NO. 31

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 13
JULY 2011 AND CREATED BY MORBAINE PROPERTIES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE OBLIGORS TO THE FINANCE PARTIES (OR
ANY OF THEM) 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
21 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES