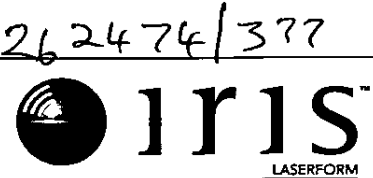


MG01

Particulars of a mortgage or charge



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



PGY5X005
PMO 30-03-2011 488
COMPANIES HOUSE

☒ **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
particulars of a charge for a
company. To do this, please
form MG01s

SA

ATR4SSR9
A15 26/03/2011 50
COMPANIES HOUSE

1 Company details

Company number 0 1 4 0 5 0 0 7

Company name in full Waynes Stores Limited (the "Chargor")

☐ ☐ ☐ ☒ 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 d8 m0 m3 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 Deed of accession relating to a debenture dated 18 March 2011 between (1)
A F Blakemore and Son Limited, (2) the other companies listed therein
and (3) Lloyds TSB Bank plc ("the Debenture") ("Accession Deed")

4 Amount secured

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

Amount secured See Continuation Page 1

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

MG01

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 Lloyds TSB Bank plc (in its capacity as Security Trustee)

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

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 See Continuation Page 2

MG01

Particulars of a mortgage or charge

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 Nil

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

Eversheds 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 Patrick Davis

Company name Eversheds LLP

Address 115 Colmore Row

Post town Birmingham

County/Region

Postcode B 3 3 A L

Country

DX DX 13004 Birmingham

Telephone 0845 497 9797



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

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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

1 Security over all assets

The Chargor has granted to the Security Trustee in relation to its assets and undertaking the same Security as is set out in clause 3 (Security) of the Debenture

2 Specific Security

Without limiting the generality of Clause 5 1 (Security over all assets) of the Accession Deed or of the Debenture, the Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations has charged in favour of the Security Trustee pursuant to clause 5 1 of the Accession Deed and clause 3 of the Debenture.

Fixed charges

2 1 by way of first legal mortgage, all its Property (if any) identified in Schedule 1 (Details of Property) to the Accession Deed (as described in Schedule 3 to these continuation pages);

2 2 by way of first fixed charge

(a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under clause 5 2 1 of the Accession Deed (as described at paragraph 2.1 above)),

(b) any other rights, title or interest of the Chargor in Property, wherever situated, and

(c) all Associated Rights in relation to its Property,

2.3 by way of first fixed charge:

(a) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under clause 5 2 1 of the Accession Deed and clause 3 1 2 of the Debenture (as described at paragraphs 2 1 and 2 2 above)), and

(b) all Associated Rights in relation to such Designated Chattels,

2.4 by way of first fixed charge:

(a) all chattels of the same description or categorisation as any of the Designated Chattels at the date of the Debenture or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under clauses 5 2 1 and 5 2 2 of the Accession Deed and clause 3 1 2 of the Debenture (as described at paragraphs 2 1, 2.2 and 2 3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress),

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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	<p>(b) its rights, title or interest in any chattel at the date of the Debenture or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of clause 3 1 4 of the Debenture (as described at paragraph (a) above of this paragraph 2 4), and</p> <p>(c) the benefit of all Associated Rights relating to any chattel validly charged by clause 3 1 4 of the Debenture (as described in this paragraph 2.4),</p> <p>2 5 by way of first fixed charge:</p> <p>(a) the Shares (if any) listed in Schedule 3 (Shares) of the Accession Deed (as described in Schedule 4 to these continuation pages), and</p> <p>(b) the Distribution Rights (if any) from time to time accruing to or on such Shares,</p> <p>2 6 by way of first fixed charge</p> <p>(a) all Investments (but not including Shares which are subject to a valid fixed charge under clause 5 2 3 of the Accession Deed (as described at paragraph 2 5 above)); and</p> <p>(b) all Distribution Rights from time to time accruing to or on such Investments;</p> <p>2.7 to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to clause 3.3 of the Debenture (as described at paragraph 2.3 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either at the date of the Debenture or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);</p> <p>2 8 by way of first fixed charge:</p> <p>(a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor; and</p> <p>(b) all rights and claims of whatever nature of the Chargor at the date of the Debenture, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims,</p> <p>2 9 by way of first fixed charge, all of the Specified Bank Balances;</p> <p>2 10 by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid</p>	

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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	<p>fixed charge under clause 5 2 5 of the Accession Deed (as described at paragraph 2 9 above)),</p> <p>2 11 to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to clause 3 2 4 of the Debenture (as described at paragraph 3.4 below), by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);</p> <p>2.12 to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to clauses 3.2 1 or 3 2 5 respectively of the Debenture (as described at paragraphs 3 1 and 3 5 respectively below) but are capable of being effectively charged, by way of first fixed charge:</p> <p>(a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets; and</p> <p>(b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations;</p> <p>2 13 to the extent that they do not fall within any other provision of clause 3.1 of the Debenture and 5 2 of the Accession Deed and are not effectively assigned under clause 3 2 2 of the Debenture (as described in paragraph 3 2 below), by way of first fixed charge all of its rights under each agreement or document to which the Chargor is a party,</p> <p>2 14 by way of first fixed charge, all the goodwill and uncalled capital of the Chargor; and</p> <p>2 15 by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture</p> <p>Assignments by way of security</p> <p>3 As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely to the Security Trustee all (if any) its rights, title and interest in and to the following assets</p> <p>3 1 all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;</p> <p>3 2 the Charged Contracts and the benefit of any Derivative Payment in</p>	

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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	<p>respect of the Charged Contracts,</p> <p>3.3 the Insurances and the benefit of all Insurance Proceeds of the Chargor;</p> <p>3.4 the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Lender, and</p> <p>3.5 any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to clause 3.1 (Fixed charges) of the Debenture and clause 5.2 of the Accession Deed (as described at paragraph 2 above) or valid assignment pursuant to clauses 3.2.1 to 3.2.4 of the Debenture and clause 5.2.6 of the Accession Deed (as described at paragraphs 3.1 to 3.4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture</p> <p>Floating charge</p> <p>4 As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Chargor charged in favour of the Security Trustee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future</p> <p>The floating charge above is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Security Documents in favour of the Lender as security for the Secured Obligations.</p> <p>Conversion into fixed charge</p> <p>4.1 By virtue of clause 3.6 of the Debenture (Conversion of Floating Charge), the Security Trustee may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:</p> <p>4.1.1 an Event of Default has occurred which is continuing; or</p> <p>4.1.2 the Security Trustee is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise</p>	

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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	<p>in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor</p> <p>4 2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Trustee shall require</p> <p>Automatic conversion of floating charge</p> <p>4.3 In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of clause 3.6 (Conversion of floating charge) of the Debenture (as described at paragraph 4 1 above):</p> <p>4.3.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Trustee, or</p> <p>4 3.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,</p> <p>then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under clause 3 6 (Conversion of floating charge) of the Debenture (as described at paragraph 4 1 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of such Chargor.</p> <p>General</p> <p>5 The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.</p> <p>6 All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.</p> <p>7. Clauses 3 1.2 to 3.1.15 of the Debenture and 5 2 2 to 5 2 3 of the Accession Deed (as described at paragraphs 1.2 to 1 15 above) inclusive</p>

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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	<p>shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such clause were expressed, separately and specifically, to have been made subject to a first fixed charge, and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such</p> <p>8. The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule (as described in the Schedules attached to these continuation pages) shall not affect the validity or enforceability of the charges created by the Debenture</p> <p>Control of monies received</p> <p>9 The Chargor will collect (as agent for the Security Trustee) all Charged Debts and pay into such specially designated account with the Security Trustee or such other account with such other bank as the Security Trustee may from time to time direct all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Security Trustee</p> <p>10 The Chargor will not, without the prior written consent of the Security Trustee, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so</p> <p>Restrictions applicable to Charged Contracts</p> <p>11 The Chargor will perform all its obligations under the Charged Contracts in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts, nor waive any of its rights under the Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, with the prior written consent of the Lender and will promptly inform the Lender of any material disputes relating to the Charged Contracts</p> <p>Restrictions on charges and disposals (Negative Pledge)</p> <p>12 During the Security Period, the Chargor shall not create, extend or permit to subsist any Security over any of the Secured Assets, nor may it.</p> <p>(a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any Obligor,</p> <p>(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;</p> <p>(c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject</p>	

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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

to a combination of accounts, or

- (d) enter into any preferential arrangement, having a similar effect to any of the arrangements or transactions previously described in clause 5.1 of the Debenture (as described in this paragraph 12), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

13 Clause 5.1 of the Debenture (as described in paragraph 12 above) does not apply to any Security which is Permitted Security or a Permitted Transaction.

Definitions

14 All capitalised terms used in this form are defined in the Appendix to this form

Schedule 1 (Specified Bank Balances)

The Accession Deed does not specify any ^{Specified} Bank Balances relating to the Chargor

Schedule 2 (Charged Contracts)

The Accession Deed does not specify any Charged Contracts relating to the Chargor

Schedule 3 (Details of Property)

The Accession Deed does not specify any Property relating to the Chargor

Schedule 4 (Shares)

The Accession Deed does not specify any Shares relating to the Chargor

Schedule 5 (Designated Chattels)

The Accession Deed does not specify any Designated Chattels relating to the Chargor

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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

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply

In this form and its Appendices the following definitions apply:

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset but excluding the Excluded Disposal Proceeds

"Authorisation" has the meaning set out in the Facilities Agreement

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts

"Charged Contracts" means those contracts (if any) brief particulars of which are set out in Schedule 6 (Charged Contracts) of the Accession Deed in respect of the Chargor (as described in Schedule 2 to the continuation pages to this form)

"Charged Debts" means all book and other debts and all other rights and claims charged to the Security Trustee pursuant to clause 3 1 8 of the Debenture (as described at paragraph 2.8 of the continuation pages to this form)

"Companies Act" means the Companies Act 2006.

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) owned by the Chargor and listed in Schedule 2 (Designated Chattels) to the Accession Deed (as described at Schedule 5 to the continuation pages to this form) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery,

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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	<p>equipment, vehicles or other chattels</p> <p>"Discharge Date" means the date with effect from which the Security Trustee confirms to the First Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled</p> <p>"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment</p> <p>"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment</p> <p>"Event of Default" means the occurrence of any of the events or circumstances set out in clause 25 (Events of default) of the Facilities Agreement</p> <p>"Excluded Disposal Proceeds" has the meaning set out in the Facilities Agreement</p> <p>"Facilities Agreement" means a senior facilities agreement dated the same date as the Debenture and made between (1) A.F. Blakemore and Son Limited as Parent, (2) the companies listed in part 1 of schedule 1 as Original Borrowers, (3) the companies listed in part 1 of schedule 1 as Original Guarantors, (4) Lloyds TSB Bank plc and Barclays Corporate as Mandated Lead Arrangers, (5) the financial institutions listed in part II and part III of schedule 1 as Original Lenders, (6) Lloyds TSB Bank plc as Agent, (7) Lloyds TSB Bank plc as Security Trustee (8) the persons listed in part III of schedule 1 as Original Hedge Counterparties, (9) Lloyds TSB Bank plc as Overdraft Lender and (10) Barclays Bank PLC as Overdraft Indemnity Provider.</p> <p>"Finance Documents" has the meaning set out in the Facilities Agreement and "Finance Document" shall mean any one of them</p> <p>"Financial Indebtedness" has the meaning set out in the Facilities Agreement</p> <p>"First Chargor" means A F Blakemore and Son Limited (a company incorporated in England and Wales with company number 00391135)</p> <p>"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture</p> <p>"Group" has the meaning set out in the Facilities Agreement.</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing</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 Chargor or (to the extent of its relevant interest) in which the Chargor has an interest</p> <p>"Intellectual Property" has the meaning set out in the Facilities Agreement</p> <p>"Investment" means, in respect of the Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) at the date of the Debenture or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system</p> <p>"Obligor" has the meaning set out in the Facilities Agreement</p> <p>"Permitted Security" has the meaning set out in the Facilities Agreement.</p> <p>"Permitted Transaction" has the meaning set out in the Facilities Agreement</p> <p>"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to "Property" also includes a reference to each separate part or parts of such Real Property</p> <p>"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property</p> <p>"Secured Assets" means the assets the subject of any Security created by the Debenture</p> <p>"Secured Obligations" has the meaning given to it in section 4 of this form</p>	

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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

"Secured Parties" has the meaning set out in the Facilities Agreement (and each a "Secured Party")

"Security" has the meaning set out in the Facilities Agreement

"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date

"Security Trustee" means Lloyds TSB Bank Plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Finance Documents, or such other or additional trustee or trustees as may from time to time be appointed in that capacity in accordance with the Finance Documents.

"Shares" means (in relation to the Chargor) all shares (if any) specified in Schedule 3 (Shares) to the Accession Deed (as described in Schedule 4 to the continuation page to this form) and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities at the date of the Debenture or in the future owned by the Chargor from time to time, or any in which it has an interest

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 5 (Bank accounts) to the Accession Deed (as described in Schedule 1 to the

Company number - 01405007
Company name - Waynes Stores Limited
Contact Name. Nick Swiss / Patrick Davis
Organisation Eversheds LLP
Address 115 Colmore Row, Birmingham B3 3AL
Tel: 0845 497 9797

- **The following details will need to be added, amended or deleted to the Form MG01**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☒

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☐

Date charge presented
(applies to MG09/LL MG09) ☐

Date of execution
(applies to MG09/LL MG09) ☐

Date and parties to the charge
(applies to MG09/LL MG09) ☐

Jurisdiction
(applies to MG09/LL MG09) ☐

Floating charge statement
(applies to MG01s/LLMG01s/OSMG01) ☐

(Please give the instructions in the box below)

Please insert the following in section 4 (*Amount Secured*) of the form MG01:-

"The amount secured by the Accession Deed is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents, together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**") PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Debenture (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act

All capitalised terms used in this form are defined in the Appendix to this form."



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1405007
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 18
MARCH 2011 AND CREATED BY WAYNES STORES LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR AND EACH GRANTOR OF SECURITY TO THE
SECURED 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 30 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 MARCH 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES