

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

✓ **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

TUESDAY



\*L25EW06W\*

LD5

02/04/2013

#64

COMPANIES HOUSE

**1 Company details**

Company number 0 2 2 7 4 8 1 2

Company name in full Palmer & Harvey McLane (Holdings) Limited (the "**Chargor**")

6 For official use

→ **Filling 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 d2 d7 m0 m3 y2 y0 y1 y3

**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 Group Debenture dated 27 March 2013 (the "**Debenture**")

**4 Amount secured**

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

Amount secured All present and future obligations and liabilities (whether actual or  
contingent and whether owned jointly or severally or alone or in any other  
capacity whatsoever) of each present or future Obligor to the Security  
Agent and/or the other Secured Parties (or any of them) under or pursuant  
to any Finance Document (including all monies covenanted to be paid  
under the Debenture) ("**Secured Obligations**")

**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								<b>Continuation page</b> Please use a continuation page if you need to enter more details	
Name	Barclays Bank PLC ("Barclays")									
Address	Churchill Plaza, Churchill Way, Basingstoke,									
	Hampshire									
Postcode	R	G	2	1		7	G	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								<b>Continuation page</b> Please use a continuation page if you need to enter more details	
Short particulars	Please see continuation pages.									

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**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.I.L.

**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

DCA Piper UK LLP

X

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

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## 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 Sarah Moffat

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode

E

C

2

V

7

E

E

Country

DX DX: 338 66 Finsbury Square

Telephone 0207 796 6286



### 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](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)**

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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. COVENANT TO PAY

##### 1.1 Covenant to pay

- (a) The Chargor, as principal obligor and not merely as surety, covenanted in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due
- (b) Every payment by the Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2 1(a) of the Debenture (paragraph 1 1(a) of this form)

##### 1.2 DEFAULT INTEREST

Any amount which is not paid under the Debenture when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis

- (a) at the rate and in the manner agreed in the Finance Document under which such amount is payable, or
- (b) (in the absence of such agreement) at the Default Rate from time to time In such a case default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Security Agent (acting on the instructions of the Agent) states are appropriate

#### 2. GRANT OF SECURITY

##### 2.1 Nature of security

All Security and dispositions created or made by or pursuant to the Debenture are created or made

- (a) in favour of the Security Agent,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

##### 2.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

#### 3. FIXED SECURITY

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>3.1 Fixed charges</b></p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which were at any time owned by it, or in which it from time to time has an interest</p> <p>(a) by way of first legal mortgage</p> <p>(i) the Real Property (if any) specified in part 1 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (as set out in part 1 of the schedule to this form), and</p> <p>(ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Chargor (not charged by clause 4 1(a)(i) of the Debenture (paragraph 3 1(a)(i) of this form)),</p> <p>(b) by way of first fixed charge</p> <p>(i) all other Real Property and all interests in Real Property (not charged by clause 4 1(a) of the Debenture (paragraph 3 1(a) of this form)),</p> <p>(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(iii) the proceeds of sale of all Real Property,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1(b) of the Debenture (paragraph 3 1(a) or 3 1(b) of this form)) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of first fixed charge.</p> <p>(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture (paragraph 3 1(c) of this form), and</p> <p>(ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of the Chargor's stock-in-trade or work-in-progress),</p> <p>(e) by way of first fixed charge</p> <p>(i) the Charged Securities referred to in part 2 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (as set out in part 2 of the schedule to this form), and</p> <p>(ii) all other Charged Securities (not charged by clause 4 1(e)(i) of the Debenture (paragraph 3 1(e)(i) of this form),</p> <p>in each case, together with (A) all Securities Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any</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

custodian in respect of any Charged Investments,

(f) by way of first fixed charge

(i) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and

(ii) save for the Blocked Accounts, Holding Accounts and the Guarantee Cash Collateral Accounts, all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clause 4 1(f)(i) of the Debenture (paragraph 3 1(f)(i) of this form)) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

1 1 1 1 each Barclays Blocked Account and all monies at any time standing to the credit of such account such that there is a separate fixed charge of each Barclays Blocked Account,

1 1 1 2 each Blocked Account (as defined in the RFA) held at Barclays Bank PLC after the date of the Debenture and all monies at any time standing to the credit of such account such that there is a separate fixed charge of each such Blocked Account

1 1 1 3 each Non-Barclays Blocked Account and all monies at any time standing to the credit of such account such that there is a separate fixed charge of each Non-Barclays Blocked Account,

1 1 1 4 each Blocked Account (as defined in the RFA) held with a bank other than Barclays Bank PLC after the date of the Debenture and all monies at any time standing to the credit of such account such that there is a separate fixed charge of each such Blocked Account,

1 1 1 5 the Existing Forward Settlement Blocked Account and all monies at any time standing to the credit of such account,

1 1 1 6 each Forward Settlement Blocked Account (as defined in the RFA) opened after the date of the Debenture and all monies at any time standing to the credit of such account such that there is a separate fixed charge of each such Forward Settlement Blocked Account,

1 1 1 7 the Existing Holding Account and all monies at any time standing to the credit of such account,

1 1 1 8 each Holding Account (as defined in the RFA) opened after the date of the Debenture and all monies at any time standing to the credit of such account

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>such that there is a separate fixed charge of each such Holding Account,</p> <p>1 1 1 9 each Guarantee Cash Collateral Account and all monies at any time standing to the credit of such account such that there is a separate fixed charge of each Guarantee Cash Collateral Account,</p> <p>(h) by way of first fixed charge</p> <p>(i) the Intellectual Property specified in part 4 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (as set out in part 4 of the schedule to this form), and</p> <p>(ii) all other Intellectual Property (if any) (not charged by clause 4 1(h)(i) of the Debenture (paragraph 3 1(h)(i) of this form)),</p> <p>(i) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form), by way of first fixed charge such Assigned Asset,</p> <p>(j) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)</p> <p>(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>(ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it,</p> <p>(k) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor,</p> <p>(l) to the extent that any CDS Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting CDS Debt</b>") by way of first fixed charge each Non-Vesting CDS Debt such that there is a separate fixed charge of each Non-Vesting CDS Debt referable to each Non-Vesting CDS Debt created in each Approved Jurisdiction,</p> <p>(m) to the extent that any Related Rights relating to any CDS Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting CDS Related Rights</b>"), by way of first fixed charge such Non-Vesting CDS Related Rights, such that there is a separate fixed charge of Non-Vesting CDS Related Rights referable to each Non-Vesting CDS Debt created in each Approved Jurisdiction,</p> <p>(n) to the extent that any Countrywide Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Countrywide Debt</b>") by way of first fixed charge each Non-Vesting Countrywide Debt such that there is a separate fixed charge of each Non-Vesting Countrywide Debt referable to each Non-Vesting Countrywide Debt created in each Approved Jurisdiction,</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

- (o) to the extent that any Related Rights relating to any Countrywide Debt are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting Countrywide Related Rights**"), by way of first fixed charge such Non-Vesting Countrywide Related Rights, such that there is a separate fixed charge of Non-Vesting Countrywide Related Rights referable to each Non-Vesting Countrywide Debt created in each Approved Jurisdiction,
- (p) to the extent that any EFB Retail Debt and/or its proceeds are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting EFB Retail Debt**") by way of first fixed charge each Non-Vesting EFB Retail Debt such that there is a separate fixed charge of each Non-Vesting EFB Retail Debt referable to each Non-Vesting EFB Retail Debt created in each Approved Jurisdiction,
- (q) to the extent that any Related Rights relating to any EFB Retail Debt are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting EFB Retail Related Rights**"), by way of first fixed charge such Non-Vesting EFB Retail Related Rights, such that there is a separate fixed charge of Non-Vesting EFB Retail Related Rights referable to each Non-Vesting EFB Retail Debt created in each Approved Jurisdiction,
- (r) to the extent that any Esso Debt and/or its proceeds are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting Esso Debt**") by way of first fixed charge each Non-Vesting Esso Debt such that there is a separate fixed charge of each Non-Vesting Esso Debt referable to each Non-Vesting Esso Debt created in each Approved Jurisdiction,
- (s) to the extent that any Related Rights relating to any Esso Debt are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting Esso Related Rights**"), by way of first fixed charge such Non-Vesting Esso Related Rights, such that there is a separate fixed charge of Non-Vesting Esso Related Rights referable to each Non-Vesting Esso Debt created in each Approved Jurisdiction,
- (t) to the extent that any Flying Visit Debt and/or its proceeds are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting Flying Visit Debt**") by way of first fixed charge each Non-Vesting Flying Visit Debt such that there is a separate fixed charge of each Non-Vesting Flying Visit Debt referable to each Non-Vesting Flying Visit Debt created in each Approved Jurisdiction,
- (u) to the extent that any Related Rights relating to any Flying Visit Debt are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting Flying Visit Related Rights**"), by way of first fixed charge such Non-Vesting Flying Visit Related Rights, such that there is a separate fixed charge of Non-Vesting Flying Visit Related Rights referable to each Non-Vesting Flying Visit Debt created in each Approved

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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>Jurisdiction,</p> <p>(v) to the extent that any Londis Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Londis Debt</b>") by way of first fixed charge each Non-Vesting Londis Debt such that there is a separate fixed charge of each Non-Vesting Londis Debt referable to each Non-Vesting Londis Debt created in each Approved Jurisdiction,</p> <p>(w) to the extent that any Related Rights relating to any Londis Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Londis Related Rights</b>", by way of first fixed charge such Non-Vesting Londis Related Rights, such that there is a separate fixed charge of Non-Vesting Londis Related Rights referable to each Non-Vesting Londis Debt created in each Approved Jurisdiction,</p> <p>(x) to the extent that any Makro Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Makro Debt</b>") by way of first fixed charge each Non-Vesting Makro Debt such that there is a separate fixed charge of each Non-Vesting Makro Debt referable to each Non-Vesting Makro Debt created in each Approved Jurisdiction,</p> <p>(y) to the extent that any Related Rights relating to any Makro Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Makro Related Rights</b>", by way of first fixed charge such Non-Vesting Makro Related Rights, such that there is a separate fixed charge of Non-Vesting Makro Related Rights referable to each Non-Vesting Makro Debt created in each Approved Jurisdiction,</p> <p>(z) to the extent that any Maynews Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Maynews Debt</b>") by way of first fixed charge each Non-Vesting Maynews Debt such that there is a separate fixed charge of each Non-Vesting Maynews Debt referable to each Non-Vesting Maynews Debt created in each Approved Jurisdiction,</p> <p>(aa) to the extent that any Related Rights relating to any Maynews Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Maynews Related Rights</b>", by way of first fixed charge such Non-Vesting Maynews Related Rights, such that there is a separate fixed charge of Non-Vesting Maynews Related Rights referable to each Non-Vesting Maynews Debt created in each Approved Jurisdiction,</p> <p>(bb) to the extent that any Millie's Cookies Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Millie's Cookies Debt</b>") by way of first fixed charge each Non-Vesting Millie's Cookies Debt such that there is a separate fixed charge of each Non-Vesting Millie's Cookies Debt referable to each Non-Vesting Millie's</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

Cookies Debt created in each Approved Jurisdiction,

- (cc) to the extent that any Related Rights relating to any Millie's Cookies Debt are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting Millie's Cookies Related Rights**"), by way of first fixed charge such Non-Vesting Millie's Cookies Related Rights, such that there is a separate fixed charge of Non-Vesting Millie's Cookies Related Rights referable to each Non-Vesting Millie's Cookies Debt created in each Approved Jurisdiction,
- (dd) to the extent that any MMRG Debt and/or its proceeds are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting MMRG Debt**") by way of first fixed charge each Non-Vesting MMRG Debt such that there is a separate fixed charge of each Non-Vesting MMRG Debt referable to each Non-Vesting MMRG Debt created in each Approved Jurisdiction,
- (ee) to the extent that any Related Rights relating to any MMRG Debt are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting MMRG Related Rights**"), by way of first fixed charge such Non-Vesting MMRG Related Rights, such that there is a separate fixed charge of Non-Vesting MMRG Related Rights referable to each Non-Vesting MMRG Debt created in each Approved Jurisdiction,
- (ff) to the extent that any Moto Debt and/or its proceeds are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting Moto Debt**") by way of first fixed charge each Non-Vesting Moto Debt such that there is a separate fixed charge of each Non-Vesting Moto Debt referable to each Non-Vesting Moto Debt created in each Approved Jurisdiction,
- (gg) to the extent that any Related Rights relating to any Moto Debt are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting Moto Related Rights**"), by way of first fixed charge such Non-Vesting Moto Related Rights, such that there is a separate fixed charge of Non-Vesting Moto Related Rights referable to each Non-Vesting Moto Debt created in each Approved Jurisdiction,
- (hh) to the extent that any MSR News Debt and/or its proceeds are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting MSR News Debt**") by way of first fixed charge each Non-Vesting MSR News Debt such that there is a separate fixed charge of each Non-Vesting MSR News Debt referable to each Non-Vesting MSR News Debt created in each Approved Jurisdiction,
- (ii) to the extent that any Related Rights relating to any MSR News Debt are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 3.2 of this form) ("**Non-Vesting MSR News Related Rights**"), by way of first fixed charge such Non-Vesting MSR News Related Rights, such that there

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>is a separate fixed charge of Non-Vesting MSR News Related Rights referable to each Non-Vesting MSR News Debt created in each Approved Jurisdiction,</p> <p>(jj) to the extent that any NUS Debt and/or its proceeds are not effectively assigned under clause 4.2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting NUS Debt</b>") by way of first fixed charge each Non-Vesting NUS Debt such that there is a separate fixed charge of each Non-Vesting NUS Debt referable to each Non-Vesting NUS Debt created in each Approved Jurisdiction,</p> <p>(kk) to the extent that any Related Rights relating to any NUS Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting NUS Related Rights</b>",), by way of first fixed charge such Non-Vesting NUS Related Rights, such that there is a separate fixed charge of Non-Vesting NUS Related Rights referable to each Non-Vesting NUS Debt created in each Approved Jurisdiction,</p> <p>(ll) to the extent that any One Stop Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting One Stop Debt</b>") by way of first fixed charge each Non-Vesting One Stop Debt such that there is a separate fixed charge of each Non-Vesting One Stop Debt referable to each Non-Vesting One Stop Debt created in each Approved Jurisdiction,</p> <p>(mm) to the extent that any Related Rights relating to any NUS Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting NUS Related Rights</b>",), by way of first fixed charge such Non-Vesting NUS Related Rights, such that there is a separate fixed charge of Non-Vesting NUS Related Rights referable to each Non-Vesting NUS Debt created in each Approved Jurisdiction,</p> <p>(nn) to the extent that any Park Garage Group Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Park Garage Group Debt</b>") by way of first fixed charge each Non-Vesting Park Garage Group Debt such that there is a separate fixed charge of each Non-Vesting Park Garage Group Debt referable to each Non-Vesting Park Garage Group Debt created in each Approved Jurisdiction,</p> <p>(oo) to the extent that any Related Rights relating to any Park Garage Group Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Park Garage Group Related Rights</b>",), by way of first fixed charge such Non-Vesting Park Garage Group Related Rights, such that there is a separate fixed charge of Non-Vesting Park Garage Group Related Rights referable to each Non-Vesting Park Garage Group Debt created in each Approved Jurisdiction,</p> <p>(pp) to the extent that any Roadchef Debt and/or its proceeds are not effectively assigned under clause 4.2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Roadchef Debt</b>") by way of first fixed charge each Non-Vesting Roadchef Debt such that there is a separate fixed charge of each Non-</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>Vesting Roadchef Debt referable to each Non-Vesting Roadchef Debt created in each Approved Jurisdiction,</p> <p>(qq) to the extent that any Related Rights relating to any Roadchef Debt are not effectively assigned under clause 4.2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Roadchef Related Rights</b>"), by way of first fixed charge such Non-Vesting Roadchef Related Rights, such that there is a separate fixed charge of Non-Vesting Roadchef Related Rights referable to each Non-Vesting Roadchef Debt created in each Approved Jurisdiction,</p> <p>(rr) to the extent that any Roadchef Motorways Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Roadchef Motorways Debt</b>") by way of first fixed charge each Non-Vesting Roadchef Motorways Debt such that there is a separate fixed charge of each Non-Vesting Roadchef Motorways Debt referable to each Non-Vesting Roadchef Motorways Debt created in each Approved Jurisdiction,</p> <p>(ss) to the extent that any Related Rights relating to any Roadchef Motorways Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Roadchef Motorways Related Rights</b>"), by way of first fixed charge such Non-Vesting Roadchef Motorways Related Rights, such that there is a separate fixed charge of Non-Vesting Roadchef Motorways Related Rights referable to each Non-Vesting Roadchef Motorways Debt created in each Approved Jurisdiction,</p> <p>(tt) to the extent that any Rontec Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Rontec Debt</b>") by way of first fixed charge each Non-Vesting Rontec Debt such that there is a separate fixed charge of each Non-Vesting Rontec Debt referable to each Non-Vesting Rontec Debt created in each Approved Jurisdiction,</p> <p>(uu) to the extent that any Related Rights relating to any Rontec Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Rontec Related Rights</b>"), by way of first fixed charge such Non-Vesting Rontec Related Rights, such that there is a separate fixed charge of Non-Vesting Rontec Related Rights referable to each Non-Vesting Rontec Debt created in each Approved Jurisdiction,</p> <p>(vv) to the extent that any S&amp;C Vending Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting S&amp;C Vending Debt</b>") by way of first fixed charge each Non-Vesting S&amp;C Vending Debt such that there is a separate fixed charge of each Non-Vesting S&amp;C Vending Debt referable to each Non-Vesting S&amp;C Vending Debt created in each Approved Jurisdiction,</p> <p>(ww) to the extent that any Related Rights relating to any S&amp;C Vending Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(paragraph 3 2 of this form) ("<b>Non-Vesting S&amp;C Vending Related Rights</b>"), by way of first fixed charge such Non-Vesting S&amp;C Vending Related Rights, such that there is a separate fixed charge of Non-Vesting S&amp;C Vending Related Rights referable to each Non-Vesting S&amp;C Vending Debt created in each Approved Jurisdiction,</p> <p>(xx) to the extent that any Sainsbury's Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Sainsbury's Debt</b>") by way of first fixed charge each Non-Vesting Sainsbury's Debt such that there is a separate fixed charge of each Non-Vesting Sainsbury's Debt referable to each Non-Vesting Sainsbury's Debt created in each Approved Jurisdiction;</p> <p>(yy) to the extent that any Related Rights relating to any Sainsbury's Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Sainsbury's Related Rights</b>"), by way of first fixed charge such Non-Vesting Sainsbury's Related Rights, such that there is a separate fixed charge of Non-Vesting Sainsbury's Related Rights referable to each Non-Vesting Sainsbury's Debt created in each Approved Jurisdiction,</p> <p>(zz) to the extent that any SSP Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting SSP Debt</b>") by way of first fixed charge each Non-Vesting SSP Debt such that there is a separate fixed charge of each Non-Vesting SSP Debt referable to each Non-Vesting SSP Debt created in each Approved Jurisdiction,</p> <p>(aaa) to the extent that any Related Rights relating to any SSP Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting SSP Related Rights</b>"), by way of first fixed charge such Non-Vesting SSP Related Rights, such that there is a separate fixed charge of Non-Vesting SSP Related Rights referable to each Non-Vesting SSP Debt created in each Approved Jurisdiction;</p> <p>(bbb) to the extent that any Tesco Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Tesco Debt</b>") by way of first fixed charge each Non-Vesting Tesco Debt such that there is a separate fixed charge of each Non-Vesting Tesco Debt referable to each Non-Vesting Tesco Debt created in each Approved Jurisdiction,</p> <p>(ccc) to the extent that any Related Rights relating to any Tesco Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Tesco Related Rights</b>"), by way of first fixed charge such Non-Vesting Tesco Related Rights, such that there is a separate fixed charge of Non-Vesting Tesco Related Rights referable to each Non-Vesting Tesco Debt created in each Approved Jurisdiction,</p> <p>(ddd) to the extent that any Walkers Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this</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>form) ("<b>Non-Vesting Walkers Debt</b>") by way of first fixed charge each Non-Vesting Walkers Debt such that there is a separate fixed charge of each Non-Vesting Walkers Debt referable to each Non-Vesting Walkers Debt created in each Approved Jurisdiction,</p> <p>(eee) to the extent that any Related Rights relating to any Walkers Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Walkers Related Rights</b>", by way of first fixed charge such Non-Vesting Walkers Related Rights, such that there is a separate fixed charge of Non-Vesting Walkers Related Rights referable to each Non-Vesting Walkers Debt created in each Approved Jurisdiction,</p> <p>(fff) to the extent that any Welcome Break Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Welcome Break Debt</b>") by way of first fixed charge each Non-Vesting Welcome Break Debt such that there is a separate fixed charge of each Non-Vesting Welcome Break Debt referable to each Non-Vesting Welcome Break Debt created in each Approved Jurisdiction,</p> <p>(ggg) to the extent that any Related Rights relating to any Welcome Break Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Welcome Break Related Rights</b>", by way of first fixed charge such Non-Vesting Welcome Break Related Rights, such that there is a separate fixed charge of Non-Vesting Welcome Break Related Rights referable to each Non-Vesting Welcome Break Debt created in each Approved Jurisdiction,</p> <p>(hhh) to the extent that any WH Smith Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting WH Smith Debt</b>") by way of first fixed charge each Non-Vesting WH Smith Debt such that there is a separate fixed charge of each Non-Vesting WH Smith Debt referable to each Non-Vesting WH Smith Debt created in each Approved Jurisdiction,</p> <p>(iii) to the extent that any Related Rights relating to any WH Smith Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting WH Smith Related Rights</b>", by way of first fixed charge such Non-Vesting WH Smith Related Rights, such that there is a separate fixed charge of Non-Vesting WH Smith Related Rights referable to each Non-Vesting WH Smith Debt created in each Approved Jurisdiction,</p> <p>(jjj) to the extent that any Wine Cellar Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Wine Cellar Debt</b>") by way of first fixed charge each Non-Vesting Wine Cellar Debt such that there is a separate fixed charge of each Non-Vesting Wine Cellar Debt referable to each Non-Vesting Wine Cellar Debt created in each Approved Jurisdiction,</p> <p>(kkk) to the extent that any Related Rights relating to any Wine Cellar Debt are not</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>effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Wine Cellar Related Rights</b>"), by way of first fixed charge such Non-Vesting Wine Cellar Related Rights, such that there is a separate fixed charge of Non-Vesting Wine Cellar Related Rights referable to each Non-Vesting Wine Cellar Debt created in each Approved Jurisdiction,</p> <p>(III) to the extent that any Wine Cellar Trading Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Wine Cellar Trading Debt</b>") by way of first fixed charge each Non-Vesting Wine Cellar Trading Debt such that there is a separate fixed charge of each Non-Vesting Wine Cellar Trading Debt referable to each Non-Vesting Wine Cellar Trading Debt created in each Approved Jurisdiction;</p> <p>(mmm) to the extent that any Related Rights relating to any Wine Cellar Trading Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Wine Cellar Trading Related Rights</b>"), by way of first fixed charge such Non-Vesting Wine Cellar Trading Related Rights, such that there is a separate fixed charge of Non-Vesting Wine Cellar Trading Related Rights referable to each Non-Vesting Wine Cellar Trading Debt created in each Approved Jurisdiction,</p> <p>(nnn) to the extent that any Wine Cellar Trading 1 Debt and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Wine Cellar Trading 1 Debt</b>") by way of first fixed charge each Non-Vesting Wine Cellar Trading 1 Debt such that there is a separate fixed charge of each Non-Vesting Wine Cellar Trading 1 Debt referable to each Non-Vesting Wine Cellar Trading 1 Debt created in each Approved Jurisdiction,</p> <p>(ooo) to the extent that any Related Rights relating to any Wine Cellar Trading 1 Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Non-Vesting Wine Cellar Trading 1 Related Rights</b>"), by way of first fixed charge such Non-Vesting Wine Cellar Trading 1 Related Rights, such that there is a separate fixed charge of Non-Vesting Wine Cellar Trading 1 Related Rights referable to each Non-Vesting Wine Cellar Trading 1 Debt created in each Approved Jurisdiction,</p> <p>(ppp) in relation to each Approved Jurisdiction, to the extent that any Barclays Direct Major Debt (other than a Fixed Charge Debt) and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) (a "<b>Residual Barclays Major Non-Vesting Debt</b>"), by way of first fixed charge each Residual Barclays Major Non-Vesting Debt such that there is a separate fixed charge of each Residual Barclays Major Non-Vesting Debt created in each Approved Jurisdiction,</p> <p>(qqq) in relation to each Approved Jurisdiction, to the extent that any Related Rights relating to any Residual Barclays Major Non-Vesting Debt are not effectively</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>assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Residual Barclays Major Non-Vesting Related Rights</b>"), by way of fixed charge such Residual Barclays Major Non-Vesting Related Rights, such that there is a separate fixed charge of Residential Barclays Major Non-Vesting Related Rights referable to each Residual Barclays Major Non-Vesting Debt created in each Approved Jurisdiction,</p> <p>(rrr) in relation to each Approved Jurisdiction, to the extent that any Non-Barclays Major Debt (other than a Fixed Charge Debt) and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Residual Non-Barclays Major Non-Vesting Debt</b>"), by way of first fixed charge each Residual Non-Barclays Major Non-Vesting Debt, such that there is a separate fixed charge of Residual Non-Barclays Major Non-Vesting Debts</p> <p>(i) created in each Approved Jurisdiction; and</p> <p>(ii) payable to each Non-Barclays Blocked Account and each other Blocked Account (as defined in the RFA) opened after the date of the Debenture and which is not held with the Security Agent;</p> <p>(sss) in relation to each Approved Jurisdiction, to the extent that any Related Rights relating to Residual Non-Barclays Major Non-Vesting Debts are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Residual Non-Barclays Major Non-Vesting Related Rights</b>"), by way of first fixed charge such Residual Non-Barclays Major Non-Vesting Related Rights, such that there is a separate fixed charge of Residual Non-Barclays Major Non-Vesting Related Rights referable to Debts</p> <p>(i) created in each Approved Jurisdiction, and</p> <p>(ii) payable to each Non-Barclays Blocked Account and each other Blocked Account (as defined in the RFA) opened after the date of the Debenture and which is not held with the Security Agent;</p> <p>(ttt) in relation to each Approved Jurisdiction, to the extent that any Barclays Direct Minor Debt (other than a Fixed Charge Debt) and/or its proceeds are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) (a "<b>Residual Barclays Direct Minor Non-Vesting Debt</b>"), by way of first fixed charge each Residual Barclays Direct Minor Non-Vesting Debt such that there is a separate fixed charge of each Residual Barclays Direct Minor Non-Vesting Debt created in each Approved Jurisdiction,</p> <p>(uuu) in relation to each Approved Jurisdiction, to the extent that any Related Rights relating to any Residual Barclays Direct Minor Non-Vesting Debt are not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) ("<b>Residual Barclays Direct Minor Non-Vesting Related Rights</b>"), by way of fixed charge such Residual Barclays Direct Minor Non-Vesting Related Rights, such that there is a separate fixed charge of Residual</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Barclays Direct Minor Non-Vesting Related Rights referable to each Residual Barclays Direct Minor Non-Vesting Debt created in each Approved Jurisdiction,</p> <p>(vvv) in relation to each Approved Jurisdiction, to the extent that any Barclays In-Direct Minor Debt (other than a Fixed Charge Debt) and/or its proceeds are not effectively assigned under clause 4.2 (<i>Security assignments</i>) of the Debenture (paragraph 3.2 of this form) (a "<b>Residual Barclays In-Direct Minor Non-Vesting Debt</b>"), by way of first fixed charge each Residual Barclays In-Direct Minor Non-Vesting Debt such that there is a separate fixed charge of each Residual Barclays In-Direct Minor Non-Vesting Debt created in each Approved Jurisdiction,</p> <p>(www) in relation to each Approved Jurisdiction, to the extent that any Related Rights relating to any Residual Barclays In-Direct Minor Non-Vesting Debt are not effectively assigned under clause 4.2 (<i>Security assignments</i>) of the Debenture (paragraph 3.2 of this form) ("<b>Residual Barclays In-Direct Minor Non-Vesting Related Rights</b>"), by way of fixed charge such Residual Barclays In-Direct Minor Non-Vesting Related Rights, such that there is a separate fixed charge of Residual Barclays In-Direct Minor Non-Vesting Related Rights referable to each Residual Barclays In-Direct Minor Non-Vesting Debt created in each Approved Jurisdiction,</p> <p>(xxx) in relation to each Approved Jurisdiction, to the extent that any Non-Barclays Minor Debt (other than a Fixed Charge Debt) and/or its proceeds are not effectively assigned under clause 4.2 (<i>Security assignments</i>) of the Debenture (paragraph 3.2 of this form) ("<b>Residual Non-Barclays Minor Non-Vesting Debt</b>"), by way of first fixed charge each Residual Non-Barclays Minor Non-Vesting Debt, such that there is a separate fixed charge of Residual Non-Barclays Minor Non-Vesting Debts.</p> <p>(i) created in each Approved Jurisdiction, and</p> <p>(ii) payable to each Non-Barclays Blocked Account and each other Blocked Account (as defined in the RFA) opened after the date of the Debenture and which is not held with the Security Agent,</p> <p>(yyy) in relation to each Approved Jurisdiction, to the extent that any Related Rights relating to Residual Non-Barclays Minor Non-Vesting Debts are not effectively assigned under clause 4.2 (<i>Security assignments</i>) of the Debenture (paragraph 3.2 of this form) ("<b>Residual Non-Barclays Minor Non-Vesting Related Rights</b>"), by way of first fixed charge such Residual Non-Barclays Minor Non-Vesting Related Rights, such that there is a separate fixed charge of Residual Non-Barclays Minor Non-Vesting Related Rights referable to Debts</p> <p>(i) created in each Approved Jurisdiction, and</p> <p>(ii) payable to each Non-Barclays Blocked Account and each other Blocked Account (as defined in the RFA) opened after the date of the Debenture and which is not held with the Security Agent,</p> <p>(zzz) in relation to the Original Receivables Borrower only, to the extent that any Debt</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

and/or its proceeds are not effectively assigned under clause 4 2 (*Security assignments*) of the Debenture (paragraph 3 2 of this form) or otherwise charged under clause 4 1 of the Debenture (paragraph 3 1 of this form) ("**Other Non-Vesting Debt**"), by way of first fixed charge each Other Non-Vesting Debt,

(aaaa) in relation to the Original Receivables Borrower only, to the extent that any Related Rights relating to the Other Non-Vesting Debts are not effectively assigned under clause 4 2 (*Security assignments*) of the Debenture (paragraph 3 2 of this form) or otherwise charged under clause 4 1 of the Debenture (paragraph 3 1 of this form) ("**Other Non-Vesting Related Rights**"), by way of first fixed charge such Other Non-Vesting Related Rights,

(bbbb) in relation to the Original Receivables Borrower only, to the extent that any Other Proceeds are not effectively assigned under clause 4 2 (*Security assignments*) of the Debenture (paragraph 3 2 of this form) by way of first fixed charge such Other Proceeds,

(cccc) to the extent not effectively assigned under clause 4 2 (*Security assignments*) of the Debenture (paragraph 3 2 of this form), by way of first fixed charge

(i) each credit insurance policy specified in part 7 of schedule 2 (*Details of Security Assets*) of the Debenture (as set out in part 7 of the schedule to this form), and

(ii) each policy issued at any time in replacement or substitution of any policy referred to in clause 4 1(cccc)(i) of the Debenture (paragraph 3 1(cccc)(i) of this form),

(together, the "**Credit Insurance Policies**" and each a "**Credit Insurance Policy**") and all claims under the Credit Insurance Policies and all proceeds of the Credit Insurance Policies, such that each Credit Insurance Policy, the claims and proceeds of each Credit Insurance Policy and any claims and proceeds relating to each Credit Insurance Policy are subject to a separate fixed charge, and

(dddd) to the extent that any Policies, claims under Policies and proceeds of Policies are not effectively assigned under clause 4 2 (*Security assignments*) of the Debenture (paragraph 3 2 of this form) or charged under clause 4 1 of the Debenture (paragraph 3 1 of this form), by way of first fixed charge such Policies, claims and proceeds such that each Policy and any claims and proceeds relating to that Policy are subject to a separate fixed charge

### 3.2 Security assignments

The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) in relation to each Approved Jurisdiction, all CDS Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each CDS Debt payable by Debtors in each

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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>Approved Jurisdiction,</p> <ul style="list-style-type: none"> <li>(b) all Related Rights relating to any CDS Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each CDS Debt payable by Debtors in each Approved Jurisdiction,</li> <li>(c) in relation to each Approved Jurisdiction, all Countrywide Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Countrywide Debt payable by Debtors in each Approved Jurisdiction,</li> <li>(d) all Related Rights relating to any Countrywide Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Countrywide Debt payable by Debtors in each Approved Jurisdiction,</li> <li>(e) in relation to each Approved Jurisdiction, all EFB Retail Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each EFB Retail Debt payable by Debtors in each Approved Jurisdiction,</li> <li>(f) all Related Rights relating to any EFB Retail Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each EFB Retail Debt payable by Debtors in each Approved Jurisdiction;</li> <li>(g) in relation to each Approved Jurisdiction, all Esso Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Esso Debt payable by Debtors in each Approved Jurisdiction,</li> <li>(h) all Related Rights relating to any Esso Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Esso Debt payable by Debtors in each Approved Jurisdiction,</li> <li>(i) in relation to each Approved Jurisdiction, all Flying Visit Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Flying Visit Debt payable by Debtors in each Approved Jurisdiction,</li> <li>(j) all Related Rights relating to any Flying Visit Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Flying Visit Debt payable by Debtors in each Approved Jurisdiction,</li> <li>(k) in relation to each Approved Jurisdiction, all Londis Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Londis Debt payable by Debtors in each Approved Jurisdiction,</li> </ul>	

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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>(l) all Related Rights relating to any Londis Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Londis Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(m) in relation to each Approved Jurisdiction, all Makro Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Makro Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(n) all Related Rights relating to any Makro Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Makro Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(o) in relation to each Approved Jurisdiction, all Maynews Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Maynews Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(p) all Related Rights relating to any Maynews Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Maynews Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(q) in relation to each Approved Jurisdiction, all Millie's Cookies Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Millie's Cookies Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(r) all Related Rights relating to any Millie's Cookies Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Millie's Cookies Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(s) in relation to each Approved Jurisdiction, all MMRG Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each MMRG Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(t) all Related Rights relating to any MMRG Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each MMRG Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(u) in relation to each Approved Jurisdiction, all Moto Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Moto Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(v) all Related Rights relating to any Moto Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Moto Debt payable by Debtors in each Approved Jurisdiction,</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>(w) in relation to each Approved Jurisdiction, all MSR News Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each MSR News Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(x) all Related Rights relating to any MSR News Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each MSR News Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(y) in relation to each Approved Jurisdiction, all NUS Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each NUS Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(z) all Related Rights relating to any NUS Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each NUS Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(aa) in relation to each Approved Jurisdiction, all One Stop Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each One Stop Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(bb) all Related Rights relating to any One Stop Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each One Stop Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(cc) in relation to each Approved Jurisdiction, all Park Garage Group Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Park Garage Group Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(dd) all Related Rights relating to any Park Garage Group Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Park Garage Group Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(ee) in relation to each Approved Jurisdiction, all Roadchef Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Roadchef Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(ff) all Related Rights relating to any Roadchef Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Roadchef Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(gg) in relation to each Approved Jurisdiction, all Roadchef Motorways Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Roadchef Motorways Debt</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

payable by Debtors in each Approved Jurisdiction,

- (hh) all Related Rights relating to any Roadchef Motorways Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Roadchef Motorways Debt payable by Debtors in each Approved Jurisdiction,
- (ii) in relation to each Approved Jurisdiction, all Rontec Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Rontec Debt payable by Debtors in each Approved Jurisdiction;
- (jj) all Related Rights relating to any Rontec Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Rontec Debt payable by Debtors in each Approved Jurisdiction,
- (kk) in relation to each Approved Jurisdiction, all S&C Vending Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each S&C Vending Debt payable by Debtors in each Approved Jurisdiction,
- (ll) all Related Rights relating to any S&C Vending Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each S&C Vending Debt payable by Debtors in each Approved Jurisdiction,
- (mm) in relation to each Approved Jurisdiction, all Sainsbury's Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Sainsbury's Debt payable by Debtors in each Approved Jurisdiction,
- (nn) all Related Rights relating to any Sainsbury's Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Sainsbury's Debt payable by Debtors in each Approved Jurisdiction,
- (oo) in relation to each Approved Jurisdiction, all SSP Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each SSP Debt payable by Debtors in each Approved Jurisdiction,
- (pp) all Related Rights relating to any SSP Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each SSP Debt payable by Debtors in each Approved Jurisdiction,
- (qq) in relation to each Approved Jurisdiction, all Tesco Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Tesco Debt payable by Debtors in each Approved Jurisdiction,

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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>(rr) all Related Rights relating to any Tesco Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Tesco Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(ss) in relation to each Approved Jurisdiction, all Walkers Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Walkers Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(tt) all Related Rights relating to any Walkers Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Walkers Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(uu) in relation to each Approved Jurisdiction, all Welcome Break Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Welcome Break Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(vv) all Related Rights relating to any Welcome Break Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Welcome Break Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(ww) in relation to each Approved Jurisdiction, all WH Smith Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each WH Smith Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(xx) all Related Rights relating to any WH Smith Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each WH Smith Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(yy) in relation to each Approved Jurisdiction, all Wine Cellar Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Wine Cellar Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(zz) all Related Rights relating to any Wine Cellar Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Wine Cellar Debt payable by Debtors in each Approved Jurisdiction,</p> <p>(aaa) in relation to each Approved Jurisdiction, all Wine Cellar Trading Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Wine Cellar Trading Debt payable by Debtors in each Approved Jurisdiction;</p> <p>(bbb) all Related Rights relating to any Wine Cellar Trading Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related</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

Rights referable to each Wine Cellar Trading Debt payable by Debtors in each Approved Jurisdiction;

- (ccc) in relation to each Approved Jurisdiction, all Wine Cellar Trading 1 Debts and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Wine Cellar Trading 1 Debt payable by Debtors in each Approved Jurisdiction,
- (ddd) all Related Rights relating to any Wine Cellar Trading 1 Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Wine Cellar Trading 1 Debt payable by Debtors in each Approved Jurisdiction,
- (eee) in relation to each Approved Jurisdiction, all Barclays Direct Major Debts (other than a Fixed Charge Debt) and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Barclays Major Debt (other than a Fixed Charge Debt) payable by Debtors in each Approved Jurisdiction,
- (fff) in relation to each Approved Jurisdiction, all Related Rights relating to any Barclays Direct Major Debts (other than a Fixed Charge Debt) payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Barclays Major Debt (other than a Fixed Charge Debt) payable by Debtors in each Approved Jurisdiction,
- (ggg) in relation to each Approved Jurisdiction, all Non-Barclays Major Debts (other than a Fixed Charge Debt) and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of such Debts,
  - (i) payable by each Debtor of such Debts in each Approved Jurisdiction, and
  - (ii) payable to each Non-Barclays Blocked Account and each other Blocked Account (as defined in the RFA) opened after the date of the Debenture and which is not held with the Security Agent,
- (hhh) in relation to each Approved Jurisdiction, all Related Rights relating to Non-Barclays Major Debts (other than a Fixed Charge Debt),
- (iii) in relation to each Approved Jurisdiction, all Barclays Direct Minor Debts (other than a Fixed Charge Debt) and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Barclays Direct Minor Debt (other than a Fixed Charge Debt) payable by Debtors in each Approved Jurisdiction,
- (jjj) in relation to each Approved Jurisdiction, all Related Rights relating to any Barclays Direct Minor Debt (other than a Fixed Charge Debt) payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Barclays Direct Minor Debt (other than a Fixed

# MG01 - continuation page

## 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>Charge Debt) payable by Debtors in each Approved Jurisdiction,</p> <p>(kkk) in relation to each Approved Jurisdiction, all Barclays In-Direct Minor Debts (other than a Fixed Charge Debt) and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of each Barclays In-Direct Minor Debt (other than a Fixed Charge Debt) payable by Debtors in each Approved Jurisdiction,</p> <p>(lll) in relation to each Approved Jurisdiction, all Related Rights relating to any Barclays In-Direct Minor Debt (other than a Fixed Charge Debt) payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Barclays In-Direct Minor Debt (other than a Fixed Charge Debt) payable by Debtors in each Approved Jurisdiction,</p> <p>(mmm) in relation to each Approved Jurisdiction, all Non-Barclays Minor Debts (other than a Fixed Charge Debt) and their proceeds now or in the future owing to the Original Receivables Borrower, such that there is a separate security assignment of such Debts,</p> <p>(i) payable by each Debtor of such Debts in each Approved Jurisdiction, and</p> <p>(ii) payable to each Non-Barclays Blocked Account and each other Blocked Account (as defined in the RFA) opened after the date of the Debenture and which is not held with the Security Agent,</p> <p>(nnn) in relation to each Approved Jurisdiction, all Related Rights relating to Non-Barclays Minor Debts (other than a Fixed Charge Debt),</p> <p>(ooo) all Other Proceeds,</p> <p>(ppp) each Credit Insurance Policy, all claims under each Credit Insurance Policy and the proceeds of each Credit Insurance Policy such that each Credit Insurance Policy is subject to a separate security assignment,</p> <p>(qqq) each Policy, all claims under each Policy and the proceeds of each Policy such that each Policy is subject to a separate security assignment,</p> <p>(rrr) the Original Receivables Borrower's right to monies standing to the credit of the Existing Forward Settlement Blocked Account,</p> <p>(sss) the Original Receivables Borrower's right to monies standing to the credit of a Forward Settlement Blocked Account (as defined in the RFA) opened after the date of the Debenture such that there is a separate security assignment of the right to monies standing to the credit of each such Forward Settlement Blocked Account,</p> <p>(ttt) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,</p> <p>(uuu) each of the following</p>	

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## Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px; margin: 0 auto;">6</div>	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>(i) all Insurances specified in part 6 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (as set out in part 6 of the schedule to this form); and</p> <p>(ii) all other Insurances (not assigned by clause 4 2(uuu)(i) of the Debenture (paragraph 3 2(uuu)(i) of this form)), and all claims under the Insurances and all proceeds of the Insurances, and</p> <p>(vvv) all other Receivables (not assigned under clauses 4 2(a) to 4 2(uuu) of the Debenture (paragraphs 3 2(a) to 3 2(uuu) of this form))</p> <p>To the extent that any Assigned Asset described in clauses 4 2 (ppp), 4 2(qqq) and 4 2 (uuu) (paragraphs 3 2(ppp), 3 2(qqq) and 3 2(uuu) of this form) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances</p> <p><b>4. FLOATING CHARGE</b></p> <p>The Chargor charged and agreed to charge by way of first floating charge all of its present and future</p> <p>(a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4 1 (<i>Fixed charges</i>) of the Debenture (paragraph 3 1 of this form)), clause 4 2 (<i>Security assignments</i>) of the Debenture (paragraph 3 2 of this form) or any other provision of the Debenture, and</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland</p> <p><b>5. CONVERSION OF FLOATING CHARGE</b></p> <p><b>5.1 Conversion by notice</b></p> <p>The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if</p> <p>(a) an Event of Default has occurred and is continuing, or</p> <p>(b) the Security Agent (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p><b>5.2 Small companies</b></p> <p>The floating charge created under the Debenture by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Chargor</b></p> <p><b>5.3 Automatic conversion</b></p> <p>The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if</p> <p>(i) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security or otherwise permitted under the Finance Documents) on or over the relevant Security Asset without the prior written consent of the Security Agent; or</p> <p>(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</p> <p>(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)</p> <p><b>5.4 Scottish property</b></p> <p>Clause 6.3 (<i>Automatic conversion</i>) of the Debenture (paragraph 5.3 of this form) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>5.5 Partial conversion</b></p> <p>The giving of a notice by the Security Agent pursuant to clause 6.1 (<i>Conversion by notice</i>) of the Debenture (paragraph 5.1 of this form) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties</p> <p><b>6. CONTINUING SECURITY</b></p> <p><b>6.1 Continuing security</b></p> <p>The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p><b>6.2 Additional and separate security</b></p> <p>The Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation</p> <p><b>6.3 Right to enforce</b></p> <p>The Debenture may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them</p> <p><b>7. UNDERTAKINGS BY THE CHARGORS</b></p> <p><b>7.1 Negative pledge and Disposals</b></p> <p>The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent</p> <ul style="list-style-type: none"> <li>(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Debenture and except for a Permitted Security or a Permitted Transaction, or</li> <li>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset except for a Permitted Disposal or a Permitted Transaction</li> </ul> <p><b>7.2 Security Assets generally</b></p> <ul style="list-style-type: none"> <li>(a) The Chargor shall not, except with the prior written consent of the Security Agent, enter into any material onerous or restrictive obligation affecting any Security</li> </ul>	

6	<p><b>Short particulars of all the property mortgaged or charged</b></p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p style="text-align: center;">Assets (except as expressly permitted under the RFA)</p> <p><b>7.3 Real Property undertakings - maintenance</b></p> <p>(a) The Chargor shall not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) or as expressly permitted under the RFA</p> <p style="padding-left: 40px;">(i) confer on any person any lease or tenancy of any of the Material Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),</p> <p style="padding-left: 40px;">(ii) confer on any person any right or licence to occupy any land or buildings forming part of the Material Property, or</p> <p style="padding-left: 40px;">(iii) grant any licence to assign or sub-let any part of the Material Property</p> <p>(b) The Chargor shall not carry out any material development within the meaning of the Planning Acts in or upon any part of the Material Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a material change of use of, any part of the Material Property, without first obtaining the written consent of the Security Agent</p> <p>(c) The Chargor shall not do, or knowingly permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined</p> <p><b>7.4 Operation of Blocked Accounts and Holding Accounts</b></p> <p>No Receivables Borrower shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Blocked Account or Holding Account without the prior consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer</p> <p><b>7.5 Operation of Guarantee Cash Collateral Accounts</b></p> <p>The Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Guarantee Cash Collateral Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer unless such withdrawal is permitted under the Barclays Guarantee Facility Agreement and/or the Charge over Accounts</p> <p><b>7.6 Dealings with and realisation of Receivables and Collection Accounts</b></p> <p>(a) Unless otherwise permitted by the Finance Documents, the Chargor shall</p> <p style="padding-left: 40px;">(i) without prejudice to clause 11.1 (<i>Negative pledge and Disposals</i>) of the Debenture (paragraph 7.1 of this form) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent,</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="316 344 1034 378">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="603 450 1474 510">sell, assign, charge, factor or discount or in any other similar manner deal with any Receivable</p> <p data-bbox="316 546 831 580"><b>7.7 Operation of Collection Accounts</b></p> <p data-bbox="411 611 1503 770">(a) After the occurrence of a Declared Default, the Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account or other Charged Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer</p> <p data-bbox="316 804 975 837"><b>7.8 Charged Investments - protection of security</b></p> <p data-bbox="411 869 1503 965">(a) The Chargor shall not nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise</p> <p data-bbox="316 999 655 1032"><b>7.9 Relevant Contracts</b></p> <p data-bbox="411 1064 1503 1189">(a) The Chargor shall not, except with the prior written consent of the Security Agent, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract</p> <p data-bbox="316 1223 536 1256"><b>8. SET-OFF</b></p> <p data-bbox="316 1290 576 1323"><b>8.1 Set-off rights</b></p> <p data-bbox="411 1355 1503 1581">(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation</p> <p data-bbox="411 1615 1503 1841">(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18 1(a) of the Debenture (paragraph 8 1(a) of this form)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation</p> <p data-bbox="411 1843 1503 1939">(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off</p> <p data-bbox="411 1942 1503 2038">(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation</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><b>8.2 Time deposits</b></p> <p>Without prejudice to clause 18.1 (<i>Set-off</i>) of the Debenture (paragraph 8.1 of this form), if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when</p> <ul style="list-style-type: none"> <li>(a) this Debenture Security has become enforceable, and</li> <li>(b) no Secured Obligation is due and payable,</li> </ul> <p>such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate (acting reasonably) unless the Security Agent or such other Secured Party otherwise agrees in writing</p> <p><b>9. FURTHER ASSURANCES</b></p> <p><b>9.1 Further action</b></p> <p>The Chargor shall (and the Parent shall procure that the Chargor shall) at its own expense, promptly (and in any event within 15 Business Days unless at the end of this period the Parent can evidence to the satisfaction of the Security Agent that it (or the relevant Chargor) is using reasonable endeavours to comply and continue to use reasonable endeavours to comply with this clause, in which case the Security Agent shall allow further time as may be reasonable to do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for</p> <ul style="list-style-type: none"> <li>(a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document,</li> <li>(b) facilitating the realisation of any Security Asset,</li> <li>(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or</li> <li>(d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document</li> </ul> <p style="padding-left: 40px;">This includes</p> <ul style="list-style-type: none"> <li>(i) the re-execution of the Debenture or such Transaction Security Document,</li> <li>(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the</li> </ul>	



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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 style="text-align: center;">Security Agent or to its nominee, and</p> <p style="text-align: center;">(iii) the giving of any notice, order or direction and the making of any filing or registration,</p> <p style="text-align: center;">which, in any such case, the Security Agent may think expedient</p> <p><b>9.2 Finance Documents</b></p> <p>The Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents</p> <p><b>9.3 Specific security</b></p> <p>Without prejudice to the generality of clause 20 1 (<i>Further action</i>) of the Debenture (paragraph 9 1 of this form), the Chargor will promptly (and the Parent shall procure that the Chargor shall) upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture (including any fixed security arising or intended to arise pursuant to clause 6 (<i>Conversion of floating charge</i>) of the Debenture (paragraph 5 of this form)</p> <p><b>10. POWER OF ATTORNEY</b></p> <p><b>10.1 Power of attorney</b></p> <p>The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of the Debenture Security has occurred which the Chargor is obliged to take under the Debenture or if no Event of Default is continuing, which the Chargor has failed to take under any Finance Document including under clause 20 (<i>Further assurances</i>) of the Debenture (paragraph 9 of this form), and</p> <ul style="list-style-type: none"> <li>(a) the completion or execution of any Borrowing Base Certificate or Notice of Assignment),</li> <li>(b) signing and executing a legal assignment of all or any of the Debts in accordance with section 136(1) of the Law of Property Act 1925,</li> <li>(c) otherwise obtaining payment of or perfecting its title to any Debts,</li> <li>(d) conducting any claim or other matter under or pursuant to any Policy and any other relevant fraud and/or credit insurance policy or policies in relation to all or any Debts</li> </ul> <p>The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to</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

its appointment under this clause

#### 10.2 Substitutes

The Chargor agrees that

- (a) the Security Agent may at any time appoint a substitute to act as its attorney, and may revoke any such appointment without giving a reason,
- (b) the appointment of a substitute is to be in writing signed by the Security Agent (acting through any of its directors, company secretary or authorised signatories), and
- (c) every substitute appointed under clause 21 2 of the Debenture (paragraph 10 2 of this form) shall have full powers as the Chargor's attorney as if appointed by the Chargor pursuant to clause 21 1 (*Power of attorney*) of the Debenture (paragraph 10 1 of this form), except the power to appoint a substitute

#### 11. CHANGES TO THE PARTIES

##### 11.1 Chargors

The Chargor may not assign any of its rights or obligations under this Deed

#### 12. DEFINITIONS

"**Accession Deed**" means an accession deed substantially in the form set out in schedule 7 (*Form of Accession Deed*) of the Debenture,

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 4 2 (*Security assignments*) of the Debenture (paragraph 3 2 of this form),

"**Barclays Blocked Accounts**" means the accounts specified as such in part 3B of schedule 2 (*Details of Security Assets*) of the Debenture (as set out in part 3B of the schedule to this form),

"**Barclays Direct Major Debt**" means a Debt with a Contracted Value of more than £300,000, the proceeds of which are paid into a Barclays Blocked Account which is held with the Security Agent,

"**Barclays Direct Minor Debt**" means a Debt with a Contracted Value of £300,000 or less, the proceeds of which are paid directly into a Barclays Blocked Account which is held with the Security Agent,

"**Barclays Guarantee Facility Agreement**" has the meaning given to it in the RFA,

"**Barclays In-Direct Minor Debt**" means a Debt with a Contracted Value of £300,000 or less, the proceeds of which are paid by an employee or officer of an Obligor into a Barclays

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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

Blocked Account which is held with the Security Agent,

"CDS" means CDS (Superstores International) Limited, a company registered in England and Wales with company number 02699203, and any Affiliate of that company,

"CDS Debt" means all Debts due to the Original Receivables Borrower from CDS,

"Charged Accounts" means each

- (a) Collection Account, and
- (b) save for the Blocked Accounts, the Holding Accounts and the Guarantee Cash Collateral Accounts, any other account charged by or pursuant to this Deed,

"Charged Investments" means the Charged Securities and all present and future Securities Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) to the Debenture (as set out in part 2 of the schedule to this form), and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,

"Charge Over Accounts" has the meaning given to it in the RFA,

"Collection Account" means

- (a) the account specified against the Chargor's name in part 3A of schedule 2 (*Details of Security Assets*) to the Debenture (as set out in part 3A of the schedule to this form) as a Collection Account,
- (b) such specially designated account(s) with the Security Agent as the Security Agent may from time to time direct, or
- (c) such other account(s) with such other bank as the Security Agent may from time to time direct,

(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "Collection Account"),

"Countrywide" means Countrywide Farmers PLC, a company registered in England and Wales with company number 03776711, and any Affiliate of that company,

"Countrywide Debt" means all Debts due to the Original Receivables Borrower from

# MG01 - continuation page

## 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>Countrywide,</p> <p><b>"Credit Insurance Policy"</b> has the meaning given to that term in clause 4 1(cccc) (<i>Fixed charges</i>) of the Debenture (paragraph 3 1(cccc) of this form),</p> <p><b>"Debenture Security"</b> means the Security created or evidenced by or pursuant to the Debenture or any Accession Deed,</p> <p><b>"Declared Default"</b> means an Event of Default in respect of which any notice has been issued or rights exercised by the Agent under clauses 28 2(e) (<i>Repayment</i>), 28 2(g)(iii) (<i>Repayment</i>) and 28 2(h) (<i>All Facilities</i>) of the RFA,</p> <p><b>"Default Rate"</b> means one per cent above the Liquidity Margin,</p> <p><b>"Delegate"</b> means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,</p> <p><b>"EFB Retail"</b> means EFB Retail Limited, a company registered in England and Wales with company number 03145057, and any Affiliate of that company,</p> <p><b>"EFB Retail Debt"</b> means all Debts due to the Original Receivables Borrower from EFB Retail,</p> <p><b>"Esso"</b> means Roc UK Limited, a company registered in England and Wales with company number 4558828, and any Affiliate of that company,</p> <p><b>"Esso Debt"</b> means all Debts due to the Original Receivables Borrower from Esso,</p> <p><b>"Existing Forward Settlement Blocked Account"</b> means the accounts specified as such in part 3D of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (as set out in part 3D of the schedule to this form),</p> <p><b>"Existing Holding Account"</b> means the accounts (if any) specified as such in part 3E of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (as set out in part 3E of the schedule to this form),</p> <p><b>"Event of Default"</b> means each Event of Default as defined in the RFA,</p> <p><b>"Finance Documents"</b> means the <i>"Finance Documents"</i> as defined in the RFA,</p> <p><b>"Fixed Charge Debts"</b> means a CDS Debt, a Countrywide Debt, an EFB Retail Debt, an Esso Debt, a Flying Visit Debt, a Londis Debt, a Makro Debt, a Maynews Debt, a Millie's Cookies Debt, an MMRG Debt, a Moto Debt, a MSR News Debt, an NUS Debt, a One Stop Debt, a Park Garage Group Debt, a Roadchef Debt, a Roadchef Motorways Debt, a Rontec Debt, an S&amp;C Vending Debt, a Sainsbury's Debt, an SSP Debt, a Tesco Debt, a Walkers Debt, a Welcome Break Debt, a WH Smith Debt, a Wine Cellar Debt, a Wine Cellar Trading Debt and a Wine Cellar Trading 1 Debt,</p> <p><b>"Flying Visit"</b> means Flying Visit Limited, a company registered in England and Wales</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

with company number 03862989, and any Affiliate of that company;

**"Flying Visit Debt"** means all Debts due to the Original Receivables Borrower from Flying Visit,

**"Guarantee Cash Collateral Accounts"** means

- (a) the interest-bearing account "Barclay Bank Plc Re P & H Holdco Ltd" with account number 30053236 and sort code 20-44-86 held by P&H (2008) Limited with Barclays Bank PLC, and
- (b) the interest-bearing account "Barclays Bank plc Re P & H Putco Ltd" with account number 00560731 and sort code 20-44-86 held by Buildtrue (2008) Limited with Barclays Bank PLC,

over which those companies have granted the relevant Charges Over Accounts in favour of Barclays Bank PLC in relation to the terms of the relevant Barclays Guarantee Facility Agreement,

**"Insurances"** means, save for the Credit Insurance Policies and Policies, all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*) of the Debenture (part 6 of the schedule to this form)) but excluding any third party beneficiary insurance, public liability insurance and any officer of director's insurance,

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*) to the Debenture (as set out in part 4 of the schedule to this form),

**"Londis"** means Londis (Holdings) Limited, a company registered in England and Wales with company number 00639798, and any Affiliate of that company,

**"Londis Debt"** means all Debts due to the Original Receivables Borrower from Londis,

**"Makro"** means Makro Self Service Wholesalers Limited, a company registered in

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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>England and Wales with company number 00973269, and any Affiliate of that company,</p> <p><b>"Makro Debt"</b> means all Debts due to the Original Receivables Borrower from Makro,</p> <p><b>"Material Properties"</b> means the following Real Property now or in future belonging to the Chargor, or in which the Chargor has an interest at any time</p> <p>1 1 1 the leasehold property at 1 Trench Road, Hyde Park Industrial Estate, Mallusk, Newtonabbey, Co Antrim, BT36 8TY,</p> <p>1 1 2 the freehold property at Wimbledon Avenue, Brandon, Suffolk, IP27 0PG (Brandon 12),</p> <p>1 1 3 the freehold property at Wimbledon Avenue, Brandon, Suffolk, IP27 0PG (Brandon 13),</p> <p>1 1 4 the freehold property at Wimbledon Avenue, Brandon, Suffolk, IP27 0PG (Brandon 14),</p> <p>1 1 5 the leasehold property at Site 1, Brunel Way, Segensworth East, Fareham,</p> <p>1 1 6 the freehold property at Carsegate Road North, Carse Industrial Estate, Inverness, IV3 6DU,</p> <p>1 1 7 the freehold property at Moorlands Industrial Estate, Callington Road, Saltash, Cornwall, PL12 6LX (Plymouth),</p> <p>1 1 8 the freehold property at Moorlands Industrial Estate, Callington Road, Saltash, Cornwall, PL12 6LX (Plymouth (Mecwood)),</p> <p>1 1 9 the freehold property at Queensferry Road, Pitreavie Business Park, Dunfermline,</p> <p>1 1 10 the leasehold property at Brunel Way, Segensworth East, Fareham Park,</p> <p>1 1 11 the property at Leeds No 4 Bond, Gelderd Road, Leeds, West Yorkshire LS12 6HJ, and</p> <p>1.1 12 such other Real Property as is agreed by the Parent and the Agent (acting reasonably and in good faith) to be material and which is or which is to be included in part 1 of schedule 2 (<i>Details of Security Assets owned by the Acceding Companies</i>) of an Accession Deed from time to time,</p> <p>each being a <b>"Material Property"</b>,</p> <p><b>"Maynews"</b> means Maynews Limited, a company registered in England and Wales with company number 1824104, and any Affiliate of that company,</p> <p><b>"Maynews Debt"</b> means all Debts due to the Original Receivables Borrower from Maynews,</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><b>"Millie's Cookies"</b> means Millie's Cookies Limited, a company registered in England and Wales with company number 00204450, and any Affiliate of that company,</p> <p><b>"Millie's Cookies Debt"</b> means all Debts due to the Original Receivables Borrower from Millie's Cookies,</p> <p><b>"MMRG"</b> means Martin McColl Limited (formerly known as Forbuoys Limited, whose company number is 298945), Martin Retail Group Limited (company number SC013840), Martin McColl Retail Group Limited (company number 05429759), Clark Retail Limited (company number SC101099), Dillons Stores Limited (company number 03498958) and any Affiliate of any of those companies,</p> <p><b>"MMRG Debt"</b> means all Debts due to the Original Receivables Borrower from MMRG,</p> <p><b>"Moto"</b> means Moto Hospitality Limited, a company registered in England and Wales with company number 00734299, and any Affiliate of that company,</p> <p><b>"Moto Debt"</b> means all Debts due to the Original Receivables Borrower from Moto,</p> <p><b>"MSR News"</b> means MSR Newsgroup Limited, a company registered in England and Wales with company number 5138596, and any Affiliate of that company,</p> <p><b>"MSR News Debt"</b> means all Debts due to the Original Receivables Borrower from MSR News,</p> <p><b>"Non-Barclays Blocked Accounts"</b> means the accounts (if any) specified as such in part 3C of schedule 2 (<i>Details of Security Assets</i>) to the Debenture (as set out in part 3C of the schedule to this form),</p> <p><b>"Non-Barclays Major Debt"</b> means a Debt with a Contracted Value of more than £300,000, the proceeds of which are paid into a Non-Barclays Blocked Account or any other Blocked Account (as defined in the RFA) which is not held with the Security Agent,</p> <p><b>"Non-Barclays Minor Debt"</b> means a Debt with a Contracted Value of £300,000 or less, the proceeds of which are paid into a Non-Barclays Blocked Account or any other Blocked Account (as defined in the RFA) which is not held with the Security Agent,</p> <p><b>"NUS"</b> means NUS Services Limited, a company registered in England and Wales with company number 1639519, and any Affiliate of that company,</p> <p><b>"NUS Debt"</b> means all Debts due to the Original Receivables Borrower from NUS,</p> <p><b>"One Stop"</b> means One Stop Stores Limited, a company registered in England and Wales with company number 02462858, and any Affiliate of that company other than Tesco,</p> <p><b>One Stop Debt"</b> means all Debts due to the Original Receivables Borrower from One Stop,</p> <p><b>"Other Proceeds"</b> means all and any monies paid to a Blocked Account (as defined in the</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 353 1050 387">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="427 454 943 488">RFA) which are not the proceeds of a Debt,</p> <p data-bbox="427 533 1511 600"><b>"Park Garage Group"</b> means Park Garage Group PLC, a company registered in England and Wales with company number 03497029, and any Affiliate of that company,</p> <p data-bbox="427 633 1511 701"><b>"Park Garage Group Debt"</b> means all Debts due to the Original Receivables Borrower from Park Garage Group,</p> <p data-bbox="427 734 1511 824"><b>"Policy"</b> means (save for the Credit Insurance Policies) any policy for credit insurance held by or for the benefit of the Original Receivables Borrower including any subsisting endorsements in relation to such policy;</p> <p data-bbox="427 857 1511 1014"><b>"Real Property"</b> means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (<i>Details of Security Assets</i>) to this Debenture (as set out in part 1 of the schedule to this form), together with</p> <ul data-bbox="427 1048 1511 1238" style="list-style-type: none"> <li>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,</li> <li>(b) all easements, rights and agreements in respect thereof, and</li> <li>(c) the benefit of all covenants given in respect thereof,</li> </ul> <p data-bbox="427 1272 1511 1429"><b>"Receivables"</b> means, save for Debts and Related Rights and the proceeds of any Credit Insurance Policy, all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p> <ul data-bbox="427 1462 1511 1653" style="list-style-type: none"> <li>(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and</li> <li>(b) all proceeds of any of the foregoing,</li> </ul> <p data-bbox="427 1686 1511 1753"><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under this Deed,</p> <p data-bbox="427 1787 778 1821"><b>"Relevant Contract"</b> means</p> <ul data-bbox="427 1854 1511 2011" style="list-style-type: none"> <li>(a) each Hedging Agreement, and</li> <li>(b) each agreement specified in part 5 of schedule 2 (<i>Details of Security Assets</i>) to this Debenture (as set out in part 5 of the schedule to this form) (if any) or specified in any Accession Deed as a <i>"Relevant Contract"</i>,</li> </ul>



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>together with each other agreement supplementing or amending or novating or replacing the same,</p> <p><b>"RFA"</b> means the receivables financing agreement dated on or around the date of this Deed and made between (1) Palmer &amp; Harvey Holdings Plc as Parent, (2) Palmer &amp; Harvey McLane Limited as Original Receivables Borrower, (3) the companies listed in part 1 of schedule 1 therein as Original Guarantors, (4) Barclays Bank PLC as Arranger, (5) the financial institutions listed in parts 2 and 3 of schedule 1 therein as Original Lenders, (6) HSBC Bank PLC as Original Alternative Liquidity Lender, (7) Barclays Bank PLC as Original Ancillary Lender, (8) Barclays Bank PLC as the Agent and (9) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Original Receivables Borrower,</p> <p><b>"Roadchef"</b> means Roadchef Limited, a company registered in England and Wales with company number 01713437, and any Affiliate of that company,</p> <p><b>"Roadchef Debt"</b> means all Debts due to the Original Receivables Borrower from Roadchef,</p> <p><b>"Roadchef Motorways"</b> means Roadchef Motorways Limited, a company registered in England and Wales with company number 01123082, and any Affiliate of that company,</p> <p><b>"Roadchef Motorways Debt"</b> means all Debts due to the Original Receivables Borrower from Roadchef Motorways,</p> <p><b>"Rontec"</b> means Rontec Watford Limited, a company registered in Jersey with company number 108486 and whose registered address is 13-14 Esplanade, St Helier, JE1 1BD, Jersey, and any Affiliate of that company,</p> <p><b>"Rontec Debt"</b> means all Debts due to the Original Receivables Borrower from Rontec,</p> <p><b>"S&amp;C Vending"</b> means Sinclair Collis Limited, a company registered in England and Wales with company number 00107677, and any Affiliate of that company,</p> <p><b>"S&amp;C Vending Debt"</b> means all Debts due to the Original Receivables Borrower from S&amp;C Vending,</p> <p><b>"Sainsbury's"</b> means Sainsbury's Supermarkets Limited, a company registered in England and Wales with company number 03261722, and any Affiliate of that company,</p> <p><b>"Sainsbury's Debt"</b> means all Debts due to the Original Receivables Borrower from Sainsbury's,</p> <p><b>"Secured Parties"</b> has the meaning given to that term in the Intercreditor Agreement,</p> <p><b>"Securities Rights"</b> means, in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</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>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p><b>"Security Assets"</b> means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed,</p> <p><b>"Security Agent"</b> means Barclays Bank PLC,</p> <p><b>"Security Period"</b> means the period beginning on the date of this Deed and ending on the date on which</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,</p> <p><b>"SSP"</b> means Select Service Partner Limited, a company registered in England and Wales with company number 02184010, and any Affiliate of that company</p> <p><b>"SSP Debt"</b> means all Debts due to the Original Receivables Borrower from SSP,</p> <p><b>"Tesco"</b> means Tesco Stores Limited, a company registered in England and Wales with company number 00519500, and any Affiliate of that company (save for One Stop Stores Limited (02462858)),</p> <p><b>"Tesco Debt"</b> means all Debts due to the Original Receivables Borrower from Tesco,</p> <p><b>"Walkers"</b> means Walkers Snacks Limited, a company registered in England and Wales with company number 03474989, and any Affiliate of that company</p> <p><b>"Walkers Debts"</b> means all Debts due to the Original Receivables Borrower from Walkers,</p> <p><b>"Welcome Break"</b> means Welcome Break Limited, a company registered in England and Wales with company number 01735476, and any Affiliate of that company;</p> <p><b>"Welcome Break Debt"</b> means all Debts due to the Original Receivables Borrower from Welcome Break,</p> <p><b>"WH Smith"</b> means Smiths News 2006 Limited (formerly known as WH Smith Retail Limited), a company registered in England and Wales with the company number 02008952, and any Affiliate of that company,</p> <p><b>"WH Smith Debt"</b> means all Debts due to the Original Receivables Borrower from WH Smith,</p> <p><b>"Wine Cellar"</b> means WC Realisations 2009 Limited (formerly known as Wine Cellar Limited), a company registered in England and Wales with the company number 4598369,</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>and any Affiliate of that company,</p> <p><b>"Wine Cellar Debt"</b> means all Debts due to the Original Receivables Borrower from Wine Cellar,</p> <p><b>"Wine Cellar Trading"</b> means Wine Cellar Trading Limited, a company registered in England and Wales with company number 06981430, and any Affiliate of that company,</p> <p><b>"Wine Cellar Trading Debt"</b> means all Debts due to the Original Receivables Borrower from Wine Cellar Trading,</p> <p><b>"Wine Cellar Trading 1"</b> means Wine Cellar Trading 1 Limited, a company registered in England and Wales with company number 06981434, and any Affiliate of that company; and</p> <p><b>"Wine Cellar Trading 1 Debt"</b> means all Debts due to the Original Receivables Borrower from Wine Cellar Trading 1</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

#### SCHEDULE: DETAILS OF SECURITY ASSETS

##### Part 1: Real Property

Registered land			
Chargor	Address	Administrative area	Title number
Palmer & Harvey McLane Limited	The land and buildings on the North West of Gelderd Road, Leeds	West Yorkshire, Leeds	WYK462157
Palmer & Harvey McLane Limited	The land and buildings on the North West of Gelderd Road, Leeds	West Yorkshire, Leeds	WYK263142
Palmer & Harvey McLane Limited	The land and buildings on the North West of Gelderd Road, New Wortley	West Yorkshire, Leeds	WYK200329
Palmer & Harvey McLane Limited	The land on the North West side of Gelderd Road, Leeds	West Yorkshire, Leeds	WYK385278
Palmer & Harvey McLane Limited	The land and buildings on the North West of Gelderd Road, Leeds	West Yorkshire, Leeds	WYK283052
Palmer & Harvey McLane Limited	The land and buildings on the south side Whitehall Road, Leeds	West Yorkshire, Leeds	WYK681090
P&H (1925) Limited	1 Trench Road, Hyde Park Industrial Estate, Mallusk, Newtonabbey, Co Antrim, BT36 8TY		AN239L
P&H (1925) Limited	Wimbledon Avenue, Brandon, Suffolk, IP27 OPG (Brandon 12)		SK187403
P&H (1925) Limited	Wimbledon Avenue, Brandon, Suffolk, IP27 OPG (Brandon 13)		SK107565

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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&H (1925) Limited	Wimbledon Avenue, Brandon, Suffolk, IP27 OPG (Brandon 14)		SK203514
P&H (1925) Limited	Site 1, Brunel Way, Segensworth East, Fareham		HP313412
P&H (1925) Limited	Moorlands Industrial Estate, Callington Road, Saltash, Cornwall, PL12 6LX (Plymouth)		CL14051 CL317 CL4279
P&H (1925) Limited	Queensferry Road, Pitreavie Business Park, Dunfermline		FFE47757
P&H (1925) Limited	Brunel Way, Segensworth East, Fareham Park		HP461665
WS Retail Ltd	45-47 Seamoore Road, Bournemouth, BH4 9AE		
WS Retail Ltd	21 & 21A Haven Road, Canford Cliffs, Poole BH13 7LE		
WS Retail Ltd	The Village Post Office Stores, Ward Cross, Hurst, Reading		
WS Retail Ltd	Unit 2, Dorchester Road, Wool, Dorset		
WS Retail Ltd	Boughtons General Stores, The Nest, Bracklesham Bay, Chichester, West Sussex PO20 8JA		
WS Retail Ltd	Three Legged Cross Post Office, 1 Bayard Place, Verwood Road, Three Legged Cross, Dorset BH21 6RJ		
WS Retail Ltd	2 Bayard Place, Verwood Road, Dorset		

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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

WS Retail Ltd	41 Sherbourne Road, Basingstoke		
WS Retail Ltd	190 Wyke Road, Hilperton, Trowbridge		
WS Retail Ltd	103 Bure Lane, Christchurch, Dorset		
P&H Direct Van Sales Limited	Unit 8, Three Sisters Enterprise Park, Bryn Road, Wigan, Lancs.		
P&H Direct Van Sales Limited	Unit 4, Marlborough Trading Mews, Crockford Lane, Basingstoke, Hants		
P&H Direct Van Sales Limited	c/o Walkers, 2 James Street, Righead Industrial Estate, Bellshill, Lanarkshire		
P&H Direct Van Sales Limited	Unit 8B, Childerditch Industrial Park, Brentwood, Essex		
P&H Direct Van Sales Limited	Unit 4, Point Four Industrial Estate, Avonmouth, Bristol, Avon		
P&H Direct Van Sales Limited	Unit 6, Transport Depot, Chapel Pond Hill, Bury St Edmonds		
P&H Direct Van Sales Limited	Unit 6, Swaffield Park, Hyssop Close, Hawks Green, Cannock, Staffs		
P&H Direct Van Sales Limited	Unit 3, Springmeadow Industrial Estate, Wentloog, Cardiff, Glamorgan		
P&H Direct Van Sales Limited	Unit 10, The Creamery Business Park, Station Road, Mochdre, Colwyn Bay		

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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&H Direct Van Sales Limited	Unit 8B Bowburn Industrial Estate, Durham Road, Bowburn, Co Durham		
P&H Direct Van Sales Limited	Unit 1, Bittern Road, Sowton Industrial Estate, Exeter, Devon		
P&H Direct Van Sales Limited	Unit 8, Lyon Way, Lyon Way Industrial Estate, Greenford, Middlesex		
P&H Direct Van Sales Limited	Unit 4, Nelson Industrial Park, Botley Road, Hedge End, Southampton, Hampshire		
P&H Direct Van Sales Limited	Unit 1, Block B, Shipley Court, Manners Industrial Estate, Ilkeston, Derbyshire		
P&H Direct Van Sales Limited	Unit 3, Plot 5B Dodner Lane, Newport Dodner Lane Isle of Wight		
P&H Direct Van Sales Limited	Unit A4 Larkfield Trading Estate, New Hythe Lane, Larkfield, Kent		
P&H Direct Van Sales Limited	Unit 9, Riverside Place South, Accommodation Road, Leeds		
P&H Direct Van Sales Limited	Unit 1, The Southdowns Business Park, Brooks Road, Lewes, Sussex		
P&H Direct Van Sales Limited	Units 19 and 20 Sadler Park Estate, Sadler Road, Lincoln, Lincolnshire		
P&H Direct Van Sales Limited	Unit 16, Dawson Road, Mount Farm Employment, Milton Keynes, Bucks		

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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&H Direct Van Sales Limited	Unit K, Jarrold Way, Bowthorpe Industrial Estate, Norwich, Norfolk		
P&H Direct Van Sales Limited	Unit 9a, 27 Harvester Way, Fengate Industrial Estate, Peterborough, Cambs		
P&H Direct Van Sales Limited	Unit 15/17 Bridge Street, Balley Gate Industrial Estate, Sturminster Marshall, Dorset		
P&H Direct Van Sales Limited	Unit 13, Victoria Business Park, Roche, Cornwall		
P&H Direct Van Sales Limited	Unit 32 Monkspath Business Park, Solihull, West Midlands		
P&H Direct Van Sales Limited	Unit 6, Hendy Industrial Estate, Pontardulaid, Swansea, Glamorgan		

#### Unregistered land

Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
P&H (1925) Limited	Carsegate Road North, Carse Industrial Estate, Inverness, IV3 6DU	26 November 1987	Disposition	Booker Cash and Carry Limited and Palmer & Harvey (Holdings) Limited



# MG01 - continuation page

## 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

#### Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital (£)
Palmer & Harvey (Holdings) Plc	P&H (2008) Limited	Ordinary Shares	49,643,425 Ordinary Shares of £0 01 each	496,434 25
Palmer & Harvey (Holdings) Plc	Buildtrue (2008) Limited	Ordinary A Shares	25 ordinary "A" shares of £0 01 each	0 25
P&H (2008) Limited	Buildtrue (2008) Limited	Ordinary B Shares	75 ordinary "B" shares of £0 01 each	0 75
P&H (2008) Limited	P&H (2002) Holdings Limited	Ordinary Shares	53,643,325 Ordinary Shares of £0 01 each	536,433 25
P&H (2008) Limited	P&H (2002) Limited	Ordinary Shares	72,425,306 A Ordinary Shares of £0 00001	72,425,306
Palmer & Harvey McLane (Holdings) Limited	Palmer & Harvey McLane Limited	Ordinary Shares	10000 Ordinary Shares of £1 each	10,000 00
Palmer & Harvey McLane (Holdings) Limited	P&H Retail Services Limited	Ordinary Shares	100 Ordinary Shares of £1 each	100 00

# MG01 - continuation page

## 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

Palmer & Harvey McLane (Holdings) Limited	P&H (1925) Limited	Ordinary Shares	23,407 Ordinary Shares of £1 each	23,407
Palmer & Harvey McLane (Holdings) Limited	P&H Direct Limited	Ordinary Shares	100 Ordinary Shares of £1 each	100 00
Palmer & Harvey McLane (Holdings) Limited	P & H Trustees Limited (02920238)	Ordinary Shares	100 Ordinary Shares of £1 each	100 00
Palmer & Harvey McLane (Holdings) Limited	P & H International Limited (02990665)	Ordinary Shares	100 Ordinary Shares of £1 each	100.00
Palmer & Harvey McLane (Holdings) Limited	P&H Tobacco Distribution Limited	Ordinary Shares	1 Ordinary Share of £1 each	1 00
Palmer & Harvey McLane (Holdings) Limited	P&H Direct Van Sales Limited	Ordinary Shares	1 Ordinary Share of £1 each	1 00
P&H Retail Services Limited	Y P Electronics Limited	Ordinary and Ordinary A Shares	100 Ordinary Shares of £1 each, 400 Ordinary A Shares of £1 each	500 00
P&H Retail Services Limited	P&H Symbol Limited (01875161)	Ordinary Shares	2 Ordinary Shares of £1 each	2 00

# MG01 - continuation page

## 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&H Retail Services Limited	P&H Buying Group Limited (04013385)	Ordinary Shares	1 Ordinary Shares of £1 each	1 00
P&H (1925) Limited	Palmer & Harvey Limited (02815232)	Ordinary Shares	1 Ordinary Share of £1 each	1 00
Palmer & Harvey McLane Limited	Winerite Limited (01072003)	Ordinary Shares	1 Ordinary Share of £1 each	1 00
Palmer & Harvey McLane Limited	Liquor Leaders Limited (01134243)	Ordinary Shares	296,940 Ordinary Shares of £1 each	296,940 00
Palmer & Harvey McLane Limited	T & A Symonds Limited	Ordinary Shares	3,469,701 Ordinary Shares of £1 each	3,469,701 00
Palmer & Harvey McLane Limited	Mace Marketing Services Limited (00638975)	Ordinary Shares	12 Ordinary Shares of £10 each	120 00
Palmer & Harvey McLane Limited	Mojo Wholesale Limited	Ordinary Shares	25,050 Ordinary Shares of £1 each	25,050 00
Palmer & Harvey McLane Limited	Northrealm Limited (05673234)	Ordinary Shares	613,337 Ordinary Shares of £1 each	613,337 00
Palmer & Harvey McLane Limited	Snowking Limited (03029290)	Ordinary Shares	2 Ordinary Shares of £1 each	2 00

# MG01 - continuation page

## 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

Palmer & Harvey McLane Limited	WS Retail Ltd	Ordinary Shares	100 Ordinary Shares of £1 each	100 00
P&H Direct Limited	P&H SnacksDirect Limited	Ordinary Shares	3 Ordinary Shares of £1 each	3 00
P&H Direct Limited	P&H Sweetdirect Limited	Ordinary Shares	1 Ordinary Share of £1 each	1 00

### Part 3: Charged Accounts

#### Part 3A - Collection Accounts

Account Holder	Account Number	Account Bank	Sort Code
Palmer & Harvey (Holdings) Plc	93069079	Barclays Bank PLC	20-44-86
Palmer & Harvey (Holdings) Plc	73725278	Barclays Bank PLC	20-44-86
P&H (2008) Limited	13999173	Barclays Bank PLC	20-44-86
P&H (2008) Limited	13997375	Barclays Bank PLC	20-44-86
P&H (2008) Limited	3334902	Barclays Bank PLC	20-44-86
P&H (2008) Limited	13395901	Barclays Bank PLC	20-44-86

# MG01 - continuation page

## 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&H (2008) Limited	40998966	Barclays Bank PLC	20-44-86
P&H (2008) Limited	43026302	Barclays Bank PLC	20-44-86
P&H (2008) Limited	43486605	Barclays Bank PLC	20-44-86
P&H (2008) Limited	50919209	Barclays Bank PLC	20-44-86
P&H (2008) Limited	73780430	Barclays Bank PLC	20-44-86
P&H (2008) Limited	93367606	Barclays Bank PLC	20-44-86
P&H (2008) Limited	83379280	Barclays Bank PLC	20-44-86
Buildtrue (2008) Limited	10690775	Barclays Bank PLC	20-44-86
Buildtrue (2008) Limited	13114872	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane (Holdings) Limited	8015 8372	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane (Holdings) Limited	8009 2126	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	7041 5758	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	7021 5554	Barclays Bank PLC	20-44-86

# MG01 - continuation page

## 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

Palmer & Harvey McLane Limited	4064 0352	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	6004 9344	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	7094 4351	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	5396 2628	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	1043 2350	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	5030 2554	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	9062 8158	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	9044 1651	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	8074 6754	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	4037 7856	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	6072 8152	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	7025 7184	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	3054 8359	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	1069 2557	Barclays Bank PLC	20-44-86

# MG01 - continuation page

## 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

Palmer & Harvey McLane Limited	8009 2274	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	1009 2576	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	7054 0951	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	0067 4052	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	8009 2282	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	0009 2347	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	9009 2355	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	4009 2398	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	5016 5654	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	7009 0239	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	6009 0751	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	7009 2037	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	9011 9687	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	3009 2002	Barclays Bank PLC	20-44-86

# MG01 - continuation page

## 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

Palmer & Harvey McLane Limited	6009 0298	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	0069 4258	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	5675 6911	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited	5967 0911	Barclays Bank PLC	20-44-86
P&H (1925) Limited	2009 2657	Barclays Bank PLC	20-44-86
P&H (1925) Limited	4009 2711	Barclays Bank PLC	20-44-86
P&H (1925) Limited	3009 2754	Barclays Bank PLC	20-44-86
P&H SnacksDirect Limited	9087 6518	Barclays Bank PLC	20-44-86
P&H SnacksDirect Limited	8006 0917	Barclays Bank PLC	20-44-86
P&H SnacksDirect Limited	3070 6973	Barclays Bank PLC	20-44-86
P&H SnacksDirect Limited	0065 2725	Bank of Scotland	12-01-03
P&H SnacksDirect Limited	197 0208	Alliance & Leicester	72-00-00
P&H Retail Services Limited	3069 8865	Barclays Bank PLC	20-44-86
Y P Electronics Limited	9040 5086	Barclays Bank PLC	20-44-86



# MG01 - continuation page

## 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

T & A Symonds Limited	8353 9180	Barclays Bank PLC	20-44-86
P&H Sweetdirect Limited	9029 3474	Barclays Bank PLC	20-44-86
P&H Sweetdirect Limited	1327 5442	Barclays Bank PLC	20-44-86

#### Part 3B - Barclays Blocked Accounts

Account Holder and Account Name	Account Number	Account Bank	Sort Code
Palmer & Harvey McLane Limited - BL59	80090344	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - Glasgow GW12	63235130	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - Fareham FM07	93553221	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - Coventry CY89	90857211	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - BN42	20090727	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - CY43	10090786	Barclays Bank PLC	20-44-86

# MG01 - continuation page

## 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

Palmer & Harvey McLane Limited - HK82	30090980	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - BY22	20091022	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - BT33	10091081	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - PL55	80091235	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - FM05	70091286	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - SC1	90091324	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - Head Office M	50092320	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - Head Office T	90092371	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - ST83	90516627	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - MY02	40536857	Barclays Bank PLC	20-44-86

# MG01 - continuation page

## 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

Palmer & Harvey McLane Limited - Giro Account	00545112	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - AD04	60663441	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - Head Office D	60918415	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - (I- Account)	10092592	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - LS14 (Leeds)	00092479	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Limited - Yeovil YL76	93563626	Barclays Bank PLC	20-44-86
Palmer & Harvey McLane Ltd - 20 (Hemel Hempsted)	73972771	Barclays Bank PLC	20-44-86

#### Part 3C - Non-Barclays Blocked Accounts

Account Holder and Account Name	Account Number	Account Bank	Sort Code
Palmer & Harvey McLane Limited	0065 5766	Bank of Scotland	80-06-55
Palmer & Harvey McLane Limited	8102 1540	Danske Bank	95-03-73

# MG01 - continuation page

## 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

Palmer & Harvey McLane Limited	0103 8788	Santander UK Plc	09-07-20
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#### Part 3D - Existing Forward Settlement Blocked Account

Account Holder and Account Name	Account Number	Account Bank	Sort Code
Palmer & Harvey McLane Limited	30345962	Barclays Bank PLC	20-44-86

#### Part 3E - Existing Holding Accounts

Account Holder and Account Name	Account Number	Account Bank	Sort Code
Palmer & Harvey McLane Limited - P & H Holding Account	60449326	Barclays Bank PLC	20-37-63

#### Part 4: Intellectual Property

##### Part 4A - Trade marks

Proprietor/ADP number	TM number	Jurisdiction/apparen t status	Classes	Mark text
Palmer & Harvey McLane Limited	875372	United Kingdom	Registered	FIESTA
Palmer & Harvey McLane Limited	2252645	United Kingdom	Registered	P&H SNACKSDIRECT

# MG01 - continuation page

## 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

Palmer & Harvey McLane Limited	1147907	United Kingdom	Registered	FIESTA FARMS
Palmer & Harvey McLane Limited	2373676	United Kingdom	Registered	BBP (WORD)
Palmer & Harvey McLane Limited	2373677	United Kingdom	Registered	BBP (DEVICE)
Palmer & Harvey McLane Limited	2390537	United Kingdom	Registered	YOUR STORE
Palmer & Harvey McLane Limited	2390536	United Kingdom	Registered	YOUR STORE (Logo)
Palmer & Harvey McLane Limited	2390538	United Kingdom	Registered	ACE
Palmer & Harvey McLane Limited	2390539	United Kingdom	Registered	ACE (Logo)
Palmer & Harvey McLane Limited	2390535	United Kingdom	Registered	SUPERSHOP
Palmer & Harvey McLane Limited	2390540	United Kingdom	Registered	SUPERSHOP (Logo)
Palmer & Harvey McLane Limited	1039278	United Kingdom	Registered	SNOWKING
Palmer & Harvey McLane Limited	1415302	United Kingdom	Registered	FIESTA
Palmer & Harvey McLane Limited	1296446	United Kingdom	Registered	ASHFORDS FIESTA FOODS LOGO
Palmer & Harvey McLane Limited	5962031	European	Pending	Mace
Palmer & Harvey McLane Limited	5962022	European	Pending	P&H (logo)

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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

Palmer & Harvey McLane Limited	6262125	European	Pending	P&H (new logo)
Palmer & Harvey McLane Limited	6262117	European	Pending	Partnership Plus
Palmer & Harvey McLane Limited	6311781	European	Pending	Always Delivering
Y P. Electronics Limited	2383563	United Kingdom	Registered	IMPULSESCAN
Y P. Electronics Limited	2387627	United Kingdom	Registered	SINQUA
Y P. Electronics Limited	2387628	United Kingdom	Registered	SINQUA (logo)

#### Part 4B - Patents

Proprietor/ADP number	Patent number	Description
None		

#### Part 5: Relevant Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
None			

#### Part 6: Insurances

Insurer	Policy number and type of insurance
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# MG01 - continuation page

## 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

Chubb Insurance	Policy Number 6481228  Personal accident and travel policy - personal accident benefits plus business travel cover for all employees which is payable to the relevant Chargor
ACE Insurance	Policy Number 87UK440253  Marine cargo policy - cover for imports and exports
Mitsui Sumitomo & Others	Policy Number B0901LO1206634  Property all risks, including goods in transit, machinery breakdown, deterioration of stock and terrorism cover
QBE Insurance (Europe) Limited	Policy Number Y004380FLT0112A & Y004390FLT0112A  Motor policy on main fleet cover third party fire and theft
QBE Insurance (Europe) Limited	Policy Number Y004493FLT0112A  Motor policy providing Comprehensive cover for directors and senior manger's cars
Covea Insurance	Policy number PC02 021517495 in name of WS Retail Ltd Commercial Combined Policy for Property, Employers & Public/Products Liability

### Part 7: Credit Insurance Policies

Credit Insurance Policies			
Acceding Company	Policy details	Insurer	Policy number
Palmer & Harvey McLane Limited	Excess of loss policy - Markel International Insurance Co Limited	Markel	011Q150015FR
Palmer & Harvey McLane Limited	Excess of loss policy - Markel International Insurance Co Limited	Markel	011Q150015FR

# MG01 - continuation page

## 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

Palmer & Harvey McLane Limited	Martin McColl Group	Syndicate -  Markel 40 8%,  CIFS 24 7%,  HCC 22 2%,  AIG Europe 12 3%	B1093C123158
Palmer & Harvey McLane Limited	Martin McColl Group (Excess Layer) until 30th June 2013 only	Markel 100%	B1093C123978
Palmer & Harvey McLane Limited	Export policy Commercial Perils (losses occurring)	Markel	012Q150085JN





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

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

**COMPANY NO. 2274812  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 27  
MARCH 2013 AND CREATED BY PALMER & HARVEY MCLANE  
(HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH PRESENT OR FUTURE OBLIGOR TO  
THE SECURITY AGENT AND/OR THE OTHER 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 2 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 APRIL 2013

*Handwritten signature*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**