

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 register
particulars of a charge on a
company. To do this, use form
MG01s

WEDNESDAY



RCS 21/09/2011 329
COMPANIES HOUSE

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jk

1	Company details	For official use
Company number	0 2 2 9 4 8 7 5	<p>→ Filling in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>
Company name in full	Carpetright plc (the "Chargor")	
2	Date of creation of charge	
Date of creation	d ⁰ d ⁹ m ⁰ m ⁹ y ² y ⁰ y ¹ y ¹	
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	Legal Mortgage dated 9 September 2011, supplemental to a debenture dated 19 March 2008 (the "Security Agreement") and made between: (1) the Chargor and (2) The Royal Bank of Scotland plc (the "Security Trustee") (the "Charge")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All present and future indebtedness, monies, obligations and liabilities of the Chargor to the Finance Parties under the Finance Documents (including the Charge), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2.2 (Interest) of the Security Agreement (together the "Secured Liabilities").</p> <p>For capitalised terms used but not defined in this Form MG01, please see continuation page 1 to this Form MG01.</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>

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4	Amount secured Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All defined terms and expressions used in this Form MG01 shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the meaning given to such term in the Charge.</p> <p>"Accession Letter": means a document substantially in the form set out in Schedule 7 (<i>Form of Accession Letter</i>) of the Restated Facilities Agreement,</p> <p>"Agent": means The Royal Bank of Scotland plc,</p> <p>"Ancillary Bank" means National Westminster Bank plc;</p> <p>"Ancillary Facility": means the ancillary facility of up to £10,000,000 provided or to be provided by the Ancillary Bank to Carpetright plc,</p> <p>"Ancillary Facility Letter": means all letters and agreements from time to time in force from the Ancillary Bank to Carpetright plc regulating the terms of the Ancillary Facility;</p> <p>"Arranger": means The Royal Bank of Scotland plc,</p> <p>"Charged Property" has the meaning given to it in the Restated Facilities Agreement,</p> <p>"Compliance Certificate" means a certificate in form and substance satisfactory to the Agent;</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee,</p> <p>"Exclusion" means a legal, valid and binding restriction in respect of any asset held by the Chargor which either precludes absolutely the creation of a Security over that asset or requires the prior consent of any third party (other than any member of the Group) to the creation of a Security over that asset, breach of which restriction would materially impair or destroy property or other rights of that Chargor in relation to or in connection with that asset,</p> <p>"Expenses" means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Security Assets or the Secured Liabilities or in taking, holding or perfecting the Charge or in protecting, preserving, defending or enforcing the security constituted by the Charge and/or in exercising any rights, powers or remedies provided by or pursuant to the Charge (including any right or power to make payments on behalf of the Chargor under the terms of the Security Agreement) or by law in each case on a full indemnity basis,</p> <p>"Fee Letter" has the meaning given to it in the Restated Facilities Agreement;</p> <p>"Finance Document" means the Restated Facilities Agreement, the First</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Amendment Agreement, the Second Amendment Agreement, the Third Amendment Agreement, the Intercreditor Agreement, the Ancillary Facility Letter, any Accession Letter, the Syndication Letter, any Compliance Certificate, any Fee Letter, any Hedging Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and Carpentry plc,</p> <p>"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, the Ancillary Bank or a Hedge Counterparty,</p> <p>"First Amendment Agreement" has the meaning given to it in the Restated Facilities Agreement,</p> <p>"Group" means Carpentry plc and each of its Subsidiaries for the time being,</p> <p>"Hedge Counterparty" means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement,</p> <p>"Hedging Agreement" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Hedging Letter". has the meaning given to it in the Restated Facilities Agreement,</p> <p>"Insurances": means all of the contracts and policies of insurance or assurance (including all cover notes and slips) effected or maintained from time to time in respect of any Mortgaged Property and/or Premises together with all moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy,</p> <p>"Intercreditor Agreement". has the meaning given to it in the Restated Facilities Agreement,</p> <p>"Lender" has the meaning given to it in the Restated Facilities Agreement,</p> <p>"Mortgaged Property" means any freehold, commonhold or leasehold property the subject of the security constituted by the Charge and references to any "Mortgaged Property" shall include references to the whole or any part or parts of it,</p> <p>"Premises" means all buildings and erections from time to time situated on or forming part of any Mortgaged Property and including all fixtures attached to and/ or forming part of such buildings and erections,</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (<i>Form of Resignation Letter</i>) of the Restated Facilities Agreement,</p> <p>"Restated Facilities Agreement": means a Restated Facilities Agreement dated 19 March 2008 and made between, inter alios, Carpetright plc and the Security Trustee in its capacities as Arranger, Security Trustee and Agent for the Secured Finance Parties (each as defined therein) as amended and restated by the First Amendment Agreement, the Second Amendment Agreement and the Third Amendment Agreement;</p> <p>"Satisfied" means in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties,</p> <p>"Second Amendment Agreement" has the meaning given to it in the Restated Facilities Agreement,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Assets" means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Charge (including, for the avoidance of doubt, any assets subject to an Exclusion) once the Exclusion is satisfied;</p> <p>"Selection Notice". has the meaning given to it in the Restated Facilities Agreement,</p> <p>"Syndication Letter": means the syndication letter dated on or prior to the original date of the Restated Facilities Agreement between Carpetright plc and the Arranger,</p> <p>"Third Amendment Agreement": means the amendment and restatement agreement agreement dated 27 June 2011, to a facilities agreement dated 19 March 2008 and to an intercreditor agreement dated 19 March 2008, made between inter alios, Carpetright plc and the Security Trustee in its capacities as Arranger, Security Trustee and Agent for the Secured Finance Parties (each as defined therein),</p> <p>"Transaction Security Documents": has the meaning given to it in the Restated Facilities Agreement, and</p> <p>"Utilisation Request" means a notice substantially in the relevant form set out in Part I of Schedule 3 (<i>Requests</i>) of the Restated Facilities Agreement</p> <p>All of the provisions of Clause 1 (<i>Definitions and Interpretation</i>) of the Charge shall apply to this Form MG01 as though they were set out in full,</p>	

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Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

except that references to "Legal Mortgage" therein are to be construed as
references to the Charge or this Form MG01 as the case may be

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Particulars of a mortgage or charge

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

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

Continuation page

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

Name The Royal Bank of Scotland plc

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1. Charge

1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first legal mortgage all of that Chargor's right, title and interest in and to

1 1 1 the freehold, commonhold and leasehold property now vested in it and specified opposite its name in the Schedule (Details of Real Property) attached herewith, and

1 1 2 all Premises now or from time to time in or on any property described in the Schedule in Clause 1 1 1 above,

(together the "Mortgaged Property")

1 2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future (other than any subject to an Exclusion unless and until the same is Satisfied).

(Please see continuation page MG01 C3 to this form MG01)

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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>1 2 1 Licences on land all licences held by it to enter upon or use the Mortgaged Property or Premises and/or to carry on the business carried on upon the Mortgaged Property or Premises and all agreements relating to the Mortgaged Property or Premises to which it is a party or otherwise entitled, including, without limitation, all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,</p> <p>1 2.2 Rights as tenant where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property, and</p> <p>1 2 3 Rental income any amounts owing to it by way of rent, licence fee, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,</p> <p>1 3 Insurances all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances</p> <p>NOTES:</p> <p>The Charge also contains the following covenants:</p> <p>1. Negative Pledge</p> <p>The Chargor shall not create or extend or permit to arise or subsist any Security over the whole or any part of the Security Assets or any assets subject to an Exclusion, except as expressly permitted by the terms of the Restated Facilities Agreement or with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed)</p> <p>2. Restriction on Disposals</p> <p>The Chargor shall not (or shall not agree to) sell, transfer, lease or otherwise dispose of the whole or any part of the Security Assets or any assets subject to an Exclusion (whether in a single transaction or in a</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

series of transactions whether related or not), except as expressly permitted by the terms of the Restated Facilities Agreement or the Charge

SCHEDULE: DETAILS OF REAL PROPERTY

Freehold and/or Leasehold properties in England and Wales

Address	Title Number	Tenure
Adlington House, Adlington Street, Burnley, BB11 2SQ	LA484720 LA656398	Freehold and Leasehold
18/28 Stockport Road, Denton M34 6DB	GM249439 GM129364 LA137344	Freehold and Leasehold
21/22 New Park Street, Devizes, Wiltshire, SN10 1DY	WT206928	Freehold
514 London Road, North Cheam, Surrey, SM3 8HW	SY27417 SGL707263	Freehold and Leasehold
Unit 7 Bellbrook Estate, Bell Lane, East Sussex, TN22 1QL	ESX179145	Freehold
Walworth Road, 15-21 Camberwell Road, London SE5 0EX	SGL383440	Leasehold

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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

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X CHS Cameron McKenna LLP X

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

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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 **Andrew Cook**

Company name **CMS Cameron McKenna LLP**

Address **Mitre House**

160 Aldersgate Street

London

Post town

County/Region

Postcode **E C 1 A 4 D D**

Country

DX **DX 135316 BARBICAN 2**

Telephone **020 7367 3297**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales.

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2294875
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 9
SEPTEMBER 2011 AND CREATED BY CARPETRIGHT PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE FINANCE PARTIES ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 21 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER
2011

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES