In accordance with Section 859L of the Companies Act 2006.

MR04

Statement of satisfaction in full or in part of a charge

laserform

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge against a company.

✗ **What this form is NOT fo**
You may not use this form register a statement of sat in full or in part of a mortga charge against an LLP. Us LL MR04.

FRIDAY

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LD3 20/04/2018 #26
COMPANIES HOUSE

1 Company details

Company number	0 5 6 4 4 6 3 6
Company name in full	Sainsbury Holdco A Limited (the "Company")

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation

When was the charge created?

→ **Before** 06/04/2013. Complete **Part A and Part C**

→ **On or after** 06/04/2013. Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date: d 2 d 4 m 0 m 3 y 2 y 0 y 0 y 6

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number*

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced.

Instrument description

The debenture (the "Borrower Debenture") dated 24 March 2006 between, amongst others, the Company and the Bank of New York as security trustee for the Borrower Secured Creditors

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

A4 Short particulars of the property or undertaking charged

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

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

Short particulars

Please see Schedule 2 attached hereto.

See Schedules 1, 3, and 4 attached hereto for definitions.

Part B Charges created on or after 06/04/2013

B1 Charge code

Please give the charge code. This can be found on the certificate.

Charge code ❶ ___ ___ ___ ___ - ___ ___ ___ ___ - ___ ___ ___ ___

❶ **Charge code**
This is the unique reference code allocated by the registrar.

MR04
Statement of satisfaction in full or in part of a charge

Part C To be completed for all charges

C1 Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box.

[✓] In full
[ ] In part

C2 Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name: Linklaters LLP

Please give the address of the person delivering this statement

Building name/number: One
Street: Silk Street
Post town: London
County/Region: London
Postcode: E C 2 Y 8 H Q

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in the charge: Solicitor on behalf of the chargor

C3 Signature

Please sign the form here.

Signature

X Linklaters LLP X

MR04

Statement of satisfaction in full or in part of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Brittany Badham-Thornhill

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 London/City

Telephone 020 7456 2000

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.

Part A Charges created before 06/04/2013

- ☐ You have given the charge date.
- ☐ You have given the charge number (if appropriate)
- ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code.

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1.
- ☐ You have given the details of the person delivering this statement in Section C2.
- ☐ You have signed the form.

Important information

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

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

SCHEDULE 1

1. **DEFINED TERMS**

1.1 In this MR04 the following terms have the following meanings:

"Additional Facility" means a Further Facility, a New Facility and/or a Replacement Facility, as the context may require;

"Additional Notes" means any Further Notes, any New Notes and/or any Replacement Notes;

"Arrangers" means Morgan Stanley & Co. International Limited and UBS Limited as the joint mandated arrangers;

"Borrower" means Sainsbury Propco A Limited, registered in England and Wales with registered number 5644620;

"Borrower Account Bank" means The Bank of New York, a New York banking corporation acting through its London branch whose principal place of business is at One Canada Square, Canary Wharf, London E14 5AL or such other bank appointed as such in accordance with Clause 20.2 (*Borrower Account Bank*) of the Facility Agreement;

"Borrower Account Bank Agreement" means the Borrower Account Bank Agreement dated 24 March 2006 and made between the Borrower, the Borrower Account Bank, the Borrower Cash Manager and the Borrower Security Trustee;

"Borrower Cash Management Agreement" means the Borrower Cash Management Agreement dated 24 March 2006 and made between the Borrower, the Borrower Account Bank, the Borrower Cash Manager, the Issuer and the Borrower Security Trustee;

"Borrower Cash Manager" means The Bank of New York, a New York banking corporation acting through its London branch whose principal place of business is at One Canada Square, Canary Wharf, London E14 5AL, as Borrower Cash Manager for the Obligors, or such other entity or entities appointed as Borrower Cash Manager for the Obligors from time to time, subject to and in accordance with the terms of the Borrower Cash Management Agreement;

"Borrower Legal Charge" means each legal charge entered or to be entered into by an Obligor in favour of the Borrower Security Trustee in the form set out in the Borrower Debenture;

"Borrower Parent" means the Guarantor;

"Borrower Secured Creditors" means:

(a) the Borrower Security Trustee;

(b) the Issuer;

(c) the Original Lenders;

(d) the Borrower Cash Manager;

(e) the Borrower Account Bank;

(f) the Managing Agent;

(g) the Subordinated Loan Provider;

(h) any Receiver appointed under (and as defined in) the Borrower Debenture; and

(i) any such other creditor who may accede to the Borrower Debenture from time to time in accordance with the terms thereof and is designated as a Borrower Secured Creditor;

"Borrower Security" means the Security created by the Borrower and the Borrower Parent pursuant to the Borrower Security Documents;

"Borrower Security Document" means each of:

(a) the Borrower Debenture;

(b) any Borrower Legal Charge;

(c) the Securitisation Floating Charge Debenture;

(d) the Security over Shares Deed;

(e) any other document evidencing or creating security over any asset of an Obligor to secure any Borrower Secured Obligation; and

(f) any other document designated as such by the Borrower Security Trustee and an Obligor;

"Borrower Transaction Document" means:

(a) each Finance Document;

(b) each Occupational Lease;

(c) each Head Lease;

(d) each Property Transfer;

(e) each Property Sale Agreement; and

(f) any other document designated as such by the Borrower, the Lenders and the Borrower Security Trustee.

"Charged Assets" means each of the assets and undertaking of the Company which from time to time are the subject of any Security created or expressed to be created by it in favour of the Borrower Security Trustee by or pursuant to the Borrower Debenture and any Borrower Legal Charge.

"Compulsory Purchase" means any disposal of a Property made pursuant to the terms of a compulsory purchase order or the exercise of any power conferred by statute, (including acquisition by the acquiring person in the context of a compulsory purchase, following an agreement with the interested persons in the land or rights, whether or not the order or power in question has been confirmed or made as required by the relevant provisions).

"Compulsory Purchase Proceeds" means any compensation, damages or other payment (not including any amount in respect of VAT) received by or on behalf of the Borrower in connection with any Compulsory Purchase of a Property, but excluding any such compensation, damages or other payment in circumstances where the Compulsory Purchase does not (1) have any adverse effect on the Market Value of the retained part of the relevant Property (as certified by a Maintenance of Value Certificate (Alienation)) or (2) give rise to a reduction in the rent payable under the Occupational Lease of that retained part.

"Conditions" means the terms and conditions of the Notes as scheduled to the Trust Deed as the same may be modified in accordance with the Trust Deed, and any reference to a numbered **"Condition"** is to the correspondingly numbered provision thereof;

"Disposal Proceeds" means all sums paid or payable or any other consideration given or to be given for a Property Disposal including (without limitation):

(a) all compensation and damages received for any use or disturbance, blight or compulsory purchase;

(b) any deposit (other than a deposit held on a stakeholder basis);

(c) an amount equal to any indebtedness of an Obligor required to be repaid by the purchaser; and

(d) to the extent not already part of the amounts referred to in paragraphs (a) to (c) above, any amount which is in respect of or which represents VAT.

"Disposal Proceeds Account" means the account maintained by the Borrower in accordance with Clause 20.1(a)(ii) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account;

"Facility" means the Initial Facilities and any Additional Facility;

"Facility Agreement" means the facility agreement dated 24 March between, *inter alios*, the Obligors, the Arrangers, the Borrower Security Trustee and the Original Lenders (all as further defined therein);

"Finance Document" means each of:

(a) the Facility Agreement;

(b) each Borrower Security Document;

(c) the Subordinated Loan Agreement;

(d) the Property Management Agreement;

(e) the Substitution Agreement;

(f) the Tax Deed of Covenant;

(g) each Transfer Certificate;

(h) the Borrower Cash Management Agreement;

(i) the Borrower Account Bank Agreement;

(j) the Utilisation Request; and

(k) any document designated as such by the Lenders, the Borrower Security Trustee and the Borrower;

"Further Facility" means a further Sterling term facility which may be requested by the Borrower at any time by written notice to the Securitisation Lender (with a copy to the Borrower Security Trustee and the Rating Agencies) ranking *pari passu* with the corresponding Initial Facility pursuant to Clause 2.5 (*Request for an Additional Facility*) of the Facility Agreement and is made available to the Borrower by the Securitisation Lender in accordance with and subject to Clause 2.6 (*Granting of an Additional Facility*) of the Facility Agreement;

"Further Loan" means any loan made or to be made under the Further Facility or the principal amount outstanding for the time being of any such loan;

"Further Notes" has the meaning given to it in Condition 19 (*Further Note Issues, New Note Issues and Replacement Note Issues*);

"General Account" means the account maintained by the Borrower in accordance with Clause 20.1(a)(iv) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account;

"Guarantor" means Sainsbury Holdco A Limited, registered in England and Wales with registered number 5644636;

"Head Lease" means any Lease by virtue of which the Borrower holds an interest in a Property.

"Holding Account" means the account maintained by the Borrower in accordance with Clause 20.1(a)(iii) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account.

"Independent Consultant" means a chartered surveyor of not less than ten (10) years standing, who is experienced in valuing property similar to the Property out of which the Permitted Minor Disposal is proposed to be made and is from an Approved Valuer (as defined in the Occupational Lease).

"Initial Facility" means a term facility made available by the Lenders to the Borrower pursuant to Clause 2.1 (*Initial Facilities*) of the Facility Agreement;

"Initial Loan" means each of the loans made or to be made under the Initial Facility or the principal amount outstanding for the time being of each such loan;

"Initial Tranche A Facility" means the Initial Tranche A1A Facility, the Initial Tranche A1B Facility and the Initial Tranche A2 Facility;

"Initial Tranche A1A Facility" has the meaning given to it in Clause 2.1(i) (*Initial Facilities*) of the Facility Agreement;

"Initial Tranche A1B Facility" has the meaning given to it in Clause 2.1(ii) (*Initial Facilities*) of the Facility Agreement;

"Initial Tranche A2 Facility" has the meaning given to it in Clause 2.1(iii) (*Initial Facilities*) of the Facility Agreement;

"Initial Tranche B Facility" has the meaning given to it in Clause 2.1(iv) (*Initial Facilities*) of the Facility Agreement;

"Initial Tranche C Facility" has the meaning given to it in Clause 2.1(v) (*Initial Facilities*) of the Facility Agreement;

"Insurance Policy" means any policy of insurance or assurance in which an Obligor may at any time have an interest entered into in accordance with Clause 22.7 (*Insurance*) of the Facility Agreement;

"Issuer" means Eddystone Finance plc, a public limited company incorporated under the laws of England and Wales on 12 December 2005, with registered number 5643091 having its registered office at 35 Great St Helen's, London EC3A 6AP, as issuer of the Notes;

"Lease" means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of a Property and any agreement for the grant of any of the foregoing.

"Lender" means:

(a) prior to a Securitisation, any Original Lender;

(b) on and from a Securitisation, the Issuer; and

(c) any person which has become a Party as a Lender in accordance with Clause 24 (*Changes to Finance Parties*) of the Facility Agreement,

which, in each case, has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement.

"Loan" means each of the Initial Loans, any Further Loan, any New Loan and/or any Replacement Loan;

Loan Event of Default" means any event or circumstance specified as such in Clause 23 (*Loan Events of Default*) of the Facility Agreement;

"Maintenance of Value Certificate (Alienation)" means a certificate from an Independent Consultant addressed to the Borrower Security Trustee, certifying that the transfer or sale (all material details of which shall be set out in such certificate or referred to in the certificate and appended to it) will not in the professional opinion of the Independent Consultant have an adverse effect on the Market Value of the Borrower's interest in the Property at that time.

"Managing Agent" means J Sainsbury plc or any other person appointed by the Obligors in accordance with Clause 22.8 (*Managing Agent*) of the Facility Agreement;"

"Market Value" means, at any time, market value as defined in the then current Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards (in association with the Institute of Revenues Rating and Valuation) or its successors.

"Mortgaged Property" means the freehold and leasehold property specified in the attached Schedule 3 (*Mortgaged Property*).

"New Facility" means a new Sterling term facility which may be requested by the Borrower at any time by written notice to the Securitisation Lender (with a copy to the Borrower Security Trustee and the Rating Agencies) and which can, subject to the Securitisation Lender's prior written consent, rank higher than the Initial Tranche A Facilities or *pari passu* with the Initial Tranche A Facilities or below the Initial Tranche A Facility but ahead of the Initial Tranche B Facilities or *pari passu* with the Initial Tranche B Facility or below the Initial Tranche B Facility but ahead of the Initial Tranche C Facility or pari passu with or below the Initial Tranche C Facility pursuant to Clause 2.5 (*Request for an Additional Facility*) of the Facility Agreement and made available to the Borrower by the Securitisation Lender in accordance with and subject to Clause 2.6 (*Granting of an Additional Facility*) of the Facility Agreement;

"**New Lender**" has the meaning given to it in Clause 24.1 (*Assignments and Transfers by the Lenders*) of the Facility Agreement;

"**New Loan**" means any loan made or to be made under the New Facility or the principal amount outstanding for the time being of any such loan;

"**New Notes**" has the meaning given to it in Condition 19 (*Further Notes, New Notes and Replacement Notes*);

"**New Property**" means any property acquired or to be acquired with the proceeds of a New Loan;

"**Note Trustee**" means The Bank of New York, acting through its office at One Canada Square, Canary Wharf, London E14 5AL in its capacity as Note Trustee under the Trust Deed, which expression includes its successors or any additional or other trustees appointed pursuant to the Trust Deed for and on behalf of the Issuer Secured Creditors (as defined in Condition 1 (*Definitions*)).

"**Notes**" means the Notes (as defined in the Conditions) and any Additional Notes;

"**Obligor**" means each of the Borrower and the Guarantor;

"**Occupational Lease**" means any Lease to which the Borrower is a party and to which the Borrower's interest in a Property is subject from time to time.

"**Original Lenders**" means Morgan Stanley Bank International Limited and UBS AG, London Branch;

"**Permitted Land Swap**" means a Permitted Minor Disposal where:

(a) the consideration for the Permitted Minor Disposal is the simultaneous transfer of land contiguous to the remaining Property to the Borrower;

(b) a supplemental Occupational Lease is entered into in respect of the Swapped Land on the date of its transfer to the Borrower, such supplemental Occupational Lease to be on same terms (save as to the level of principal rent) and with the same tenant as the Occupational Lease of the Property out of which such Permitted Minor Disposal is being effected; and

(c) following the Permitted Land Swap, the aggregate of the Rental Income payable in respect of the Occupational Lease of the remaining Property out of which such Permitted Minor Disposal has been effected and the Rental Income payable in respect of the supplemental Occupational Lease of the Swapped Land is at least the same as the Rental Income that was payable in respect of the Occupational Lease of the relevant Property prior to the Permitted Land Swap;

"**Permitted Minor Disposal**" means the transfer or sale of the Borrower's interest in part of a Property where:

(a) the transfer or sale is made for cash on arm's length terms or as part of a Permitted Land Swap;

(b) the rent payable under each Occupational Lease on that Property (when aggregated, in the case of a Permitted Land Swap, with the rent payable pursuant to the supplemental Occupational Lease of the Swapped Land) is not reduced as a result of the transfer or sale;

(c) the land the subject of the transfer or sale does not form part of a building on the relevant Property or part of a key access route and will not alter the then applicable access route(s) to that Property, unless an equivalent or better access route(s) is/are provided;

(d) the transfer or sale would not impair the operation, use or enjoyment of the Property in any way which is reasonably likely to result in a material adverse impact on trading of the business being carried on at the Property by the tenant under the Occupational Lease;

(e) the transfer or sale would not breach a planning condition affecting the Property or be made in breach of any Planning Acts, planning regulations or requirements;

(f) the Borrower has certified to the Borrower Security Trustee that the transfer or sale would not result in a Loan Event of Default;

(g) the Borrower has obtained and delivered to the Borrower Security Trustee a Maintenance of Value Certificate (Alienation) in respect of the proposed transfer or sale; and

(h) the Borrower has complied with the applicable provisions of the Tax Deed of Covenant;

"Property" means the Mortgaged Property, any Replacement Property and any New Property, but shall exclude any property that has been irrevocably released from the Borrower Security;

"Property Disposal" means the transfer, assignment or sale (including the grant of a lease at a premium and a Compulsory Purchase) of an Obligor's interest in all or part of any Property.

"Property Management Agreement" means any agreement between a Managing Agent, the Borrower and the Borrower Security Trustee appointing the Managing Agent as managing agent of one or more Properties and including a duty of care from the Managing Agent in favour of the Borrower Security Trustee;

"Property Sale Agreement" means any agreement pursuant to which the Sellers agree to sell any Properties to the Borrower.

"Property Transfer" means a transfer of a Property to an Obligor, and any agreement for the making of such transfer.

"Rating Agencies" means Moody's and S&P and **"Rating Agency"** means either of them;

"Real Property" means the Mortgaged Property and any present or future freehold or leasehold property in which any Obligor has an interest.

"Receipts Account" means the account maintained by the Borrower in accordance with Clause 20.1(a)(i) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Borrower Security Trustee may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment;

"Related Rights" means, in relation to any asset:

(a) the proceeds of sale of any part of that asset;

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and

(d) any moneys and proceeds paid or payable in respect of that asset.

"Rental Income" means all sums paid or payable to or for the benefit of any Obligor arising from the letting, use or occupation of all or any part of any Property, including, without limitation:

(a) rents, licence fees and equivalent sums reserved or made payable;

(b) sums received from any deposit held as security for performance of any tenant's obligations;

(c) proceeds of insurance in respect of loss of rent or interest on rent;

(d) receipts from or the value of consideration given for the grant, surrender or variation of any Lease;

(e) any service charge payments;

(f) proceeds paid for a breach of covenant or dilapidations under any Lease in relation to a Property and for expenses incurred in relation to any such breach;

(g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease;

(h) any contribution by an occupational tenant of a Property to ground rent due under any Head Lease of that Property;

(i) any payment from a guarantor or other surety in respect of any of the items listed in this definition;

(j) interest, damages or compensation in respect of any of the items in the definition; and

(k) to the extent not already part of the amounts referred to in paragraphs (a) to (j) above, any amount in respect of or which represents VAT,

and includes any amount payable pursuant to Clause 6 (Compulsory Purchase Proceedings) of the Substitution Agreement.

"Replacement Facility" means a term facility which may be requested by the Borrower by written notice to the Securitisation Lender (with a copy to the Borrower Security Trustee and the Rating Agencies) and which can, provided that the Securitisation Lender has provided its prior written consent, rank *pari passu* with the Initial Facilities, or below the Initial Facilities, that it replaces;

"Replacement Loan" means any loan made or to be made under the Replacement Facility or the principal amount outstanding for the time being of any such loan;

"Replacement Notes" has the meaning given to it in Condition 19 (*Further Note Issues, New Note Issues and Replacement Note Issues*);

"Replacement Property" means a property which is substituted for a Substituted Property in accordance with the terms of the Substitution Agreement;

"Securitisation" means any securitisation or transaction of broadly equivalent economic effect relating to the whole or part of the Loans and **"Securitised"** and similar expressions shall be construed accordingly;

"Securitisation Floating Charge Debenture" means the floating charge debenture entered or to be entered into by the Obligors in favour of the Borrower Security Trustee in the agreed form pursuant to Clause 21.16 (*Securitisation Floating Charge Debenture*) of the Facility Agreement;

"Securitisation Lender" means a Lender that becomes a New Lender and raises its funding either wholly or partly through a Securitisation;

"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.

"Security over Shares Deed" means the deed so named dated 24 March 2006 between, amongst others, the Borrower Parent, the Borrower Security Trustee, the Borrower and the Issuer;

"Seller" means Sainsbury's Supermarkets Limited and J Sainsbury plc.

"Share" means any share listed in Schedule 4 (*Shares*).

"Specified Contracts" means the Borrower Transaction Documents other than any Head Lease.

"Subordinated Loan Agreement" means a subordinated loan agreement entered or to be entered into between the Subordinated Loan Provider, the Borrower and the Borrower Security Trustee;

"Subordinated Loan Provider" means J Sainsbury plc;

"Substituted Property" means a property which is substituted by a Replacement Property in accordance with the terms of the Substitution Agreement;

"Substitution Agreement" means the substitution agreement in the agreed form relating to the substitution of the Properties dated 24 March 2006 between, amongst others, the Borrower and the Borrower Security Trustee;

"Supplemental Deed" means a deed supplemental to the Trust Deed entered into by the parties thereto;

"Swapped Land" means the land transferred to the Borrower as part of a Permitted Land Swap.

"Tax Deed of Covenant" means the tax deed of covenant entered or to be entered into between, amongst others, the Issuer, the Borrower, the Borrower Parent, the Borrower Security Trustee, the Note Trustee and J Sainsbury plc;

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) of the Facility Agreement or any other form agreed between the Lenders and the Borrower;

"Trust Deed" means the trust deed dated on or about the date hereof between, amongst others, the Issuer and the Note Trustee together with any Supplemental Deed and the Schedules thereto and includes any deed or other document executed in accordance with the provisions thereof as expressed to be supplemental thereto;

"Utilisation Request" means a notice substantially in the form set out in Schedule 3 (*Utilisation Request*) of the Facility Agreement.

"VAT" means value added tax as imposed by VATA and any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere from time to time; and

"VATA" means the Value Added Tax Act 1994.

1.2 Terms defined elsewhere

Terms not expressly defined in this MR04 have the meanings given to those terms in the Facility Agreement.

SCHEDULE 2

Short Particulars of all property mortgaged or charged

1. **FIXED SECURITY**

1.1 Mortgage

The Company has charged with full title guarantee in favour of the Borrower Security Trustee as trustee for the Borrower Secured Creditors, with the payment and discharge of the Borrower Secured Obligations, by way of first legal mortgage the Mortgaged Property.

1.2 Assignment by way of Security

The Company has assigned and agreed to assign absolutely with full title guarantee to the Borrower Security Trustee (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1.1 (*Mortgage*)) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, as security for the payment and discharge of the Borrower Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets:

1.2.1 any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Borrower in respect of the Real Property;

1.2.2 any Rental Income, Disposal Proceeds and Compulsory Purchase Proceeds and the right to make demand for and receive the same;

1.2.3 any Insurance Policies and all proceeds paid or payable thereunder;

1.2.4 the Receipts Account, Disposal Proceeds Account, Holding Account, General Account and VAT Account and the debt or debts represented thereby; and

1.2.5 the Specified Contracts.

1.3 Fixed charges

The Company has charged with full title guarantee in favour of the Borrower Security Trustee as trustee for the Borrower Secured Creditors (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1.1 (*Mortgage*) or assigned pursuant to Clause 1.2 (*Assignment by way of Security*)) with the payment and discharge of the Borrower Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets:

1.3.1 the Real Property and all Related Rights;

1.3.2 the Receipts Account, Disposal Proceeds Account, Holding Account, General Account and VAT Account;

1.3.3 each of its present and future accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby;

1.3.4 the Specified Contracts;

1.3.5 book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;

1.3.6 patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights;

1.3.7 plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Borrower's stock in trade or work in progress) and all Related Rights;

1.3.8 goodwill and rights and claims in relation to its uncalled share capital;

1.3.9 rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;

1.3.10 Shares and Related Rights;

1.3.11 stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Borrower and all Related Rights; and

1.3.12 each of the assets which are specified in Clause 1.2 (*Assignment by way of Security*).

2. FLOATING CHARGE

2.1 Floating charge

2.1.1 The Company with full title guarantee has charged in favour of the Borrower Security Trustee, with the payment and discharge of the Borrower Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Company.

2.1.2 The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Borrower Transaction Documents in favour of the Borrower Security Trustee (as trustee for the Borrower Secured Creditors) as security for the Borrower Secured Obligations.

3. **ADDITIONAL INFORMATION**

The Borrower Debenture and Facility Agreement contain:

(a) restrictions on the ability of the Company to create or permit to subsist any Security over all or any part of the Charged Assets (other than the Borrower Security) or dispose of or otherwise deal with any part of the Charged Assets; and

(b) a covenant for further assurances.

SCHEDULE 3

Mortgaged Property

Short Name	Title Numbers	Full address
Eltham	SGL390849	1A Philpot Avenue, Eltham, London, SE9 5DL
Lee Green	SGL188930	Lee High Grove, Lewisham, London, SE12 8PZ
(D) West Hove	ESX194172	361-367 Old Shoreham Road, Hove, Sussex, BN3 7GD
(C) Chelmsford Springfield	EX426944	2 White Hart Lane, Springfield, Chelmsford, Essex, CM2 5PH
(D) Chingford Low Hall	EGL394907	Walthamstow Avenue, Chingford, Essex, E4 8ST
(C) Basildon East Mayne	EX446591	Cricketers Way, Nevendon, Basildon, Essex, SS13 1SA
North Finchley	NGL433387	844-854 High Road, North Finchley, London
	MX409327	
	MX74919	
(SVC) London Colney	HD219524	Barnet Road, London Colney Park, St Albans, Hertfordshire, AL2 1BG
	HD220242	
	HD255080	
	HD222096	
	Missing title (Unregistered) Statutory declaration dated 11.1.06	
(C) Oxford Heyford Hill	ON89717	Heyford Hill, Oxford, Oxfordshire, OX4 4XR
	ON233887	
(C) Redditch	HW71640	Abbey Retail Park, Alvechurch Highway, Redditch, B97 6RF
Bedford Fairfield Park	BD177509	88/100 Clapham Road, Bedford, Bedfordshire, MK41 7PJ
	BD56046 that part of the title number	

Short Name	Title Number	Full address
	identified in transfer dated 24.3.06	
	BD197463	
Dunstable	BD163112 and BD202336	2-8 Luton Road, Dunstable, Bedfordshire, LU5 4RF
St Albans	HD245169	Everard Close, Holywell Hill, St Albans, Hertfordshire, AL1 2DJ
Hendon	MX172890	Hyde Estate Road, Edgware Road, Hendon, London, NW9 6JX
Newbury	BK320323	Kings Road, Newbury, Berkshire, RG14 5RB
	unregistered. Statutory declaration dated 11.1.06	
(C) Taunton Hankridge Farm	ST100393	Hankridge Farm, Heron Gate, Taunton, Somerset, TA1 2LP
Macclesfield	CH315990 that part of the title number identified in the transfer dated 24.3.06	61 Cumberland Street, Macclesfield, Cheshire, SK10 1BJ
Amblecote	WM257730	Withymoor Village, Amblecote, Brierley Hill, West Midlands, DY5 3JR
Swadlincote	DY244931 that part of the title number identified in the transfer dated 24.3.06	Civic Way, Swadlincote, Derby, Derbyshire, DE11 0AD
Sunderland	TY214719	Silkworth Lane, Sunderland, Tyne & Wear, SR3 1PD
Bristol Castle Court	AV246662	Cargo Club, Castle Court, Brislington, Avon,
Loughborough	LT162169	Greenclose Lane, Loughborough, Leicestershire
	LT156577	
	LT263608	
	LT277393	

Short Name	Title Numbers	Full address
	LT202516	
	LT299330	
	Unregistered Statutory declaration dated 11.1.06	
Huntingdon	CB230952	St Germain Place, Huntingdon, Cambridgeshire, PE18 6HT
	CB245919	
	Unregistered Statutory declaration dated 11.1.06	
Brighouse	WYK630927	Milestone Wharfe, Wharfe Street, Brighouse, West Yorkshire, HD6 1PQ
Stanmore	NGL792118	38 Church Road, Stanmore
	NGL792117	
Tadley	HP314925	Shop Unit 30C & 30D, 30 Mulfords Hill, Tadley, Hampshire, RG26 3JE
Devizes	WT228232	Monday Market Street, Devizes, Wiltshire
Oldham	GM932869	Union Street, Oldham, Lancashire
Darlington	DU192749	Grange Road Darlington
Ripon	NYK287021 that part of the title number identified in the transfer dated 24.3.06	East Side of Queen Street Ripon
Dronfield	DY360466	Wreakes Lane, Dronfield, Sheffield
Burnley New	LA197748 that part of the title number identified on the transfer dated 24.3.06	Active Way, Burnley, Lancashire, BB11 1BS
	LA323209	

Short Name	Title Number	Full address
	LA746337	
Tunbridge Wells	K734350	Linden Park Road, Tunbridge Wells, Kent, TN2 5QL
Warlingham	SY590702	9-15 Chelsham Road, Warlingham, Surrey, CR6 9DU
Streatham	SGL86090	480 Streatham High Road, Streatham, London, SW16 3QB
	LN16458	
	TGL170108	
	TGL9030	
Muswell Hill	AGL150179	14-20 Fortis Green Road, Muswell Hill, London, N10 3HN
(C) Harlow	EX498120	Fifth Avenue/Allende Avenue, Metropolitan Centre Site, Harlow, Essex, CM20 2AG
Warren Heath, Ipswich	SK142139	Warren Heath, Felixstowe Road, Ipswich, Suffolk, IP3 8TQ
(D) Enfield	EGL306649	Crown Road, Great Cambridge Road, Enfield, Middx, EN1 1AJ
Pinner	NGL794816	12 & 21 Barters Walk, Pinner, Middx, HA5 5LU
	14037	
Clapham Common	TGL119948	133-137 & 145-147 Clapham High Road, Clapham, London, SW4 75L
Winnersh	BK98696	Reading Road, Winnersh, Berks, RG41 5AR
(SVC) Calcot	BK338301	Bath Road, Calcot, Reading, Berks, RG31 7QA
Kidderminster	HW135090	No 2 Carpet Trades Way, Kidderminster, Worcs, DY10 1AB
(C) Hampton St Clares	SGL395686	St Clare Nurseries, 303 Uxbridge Road, Hampton, Middx, TW12 1AW
Chippenham	WT205880	Bath Road, Chippenham, Wilts, SN14 0BJ
Kempshott	HP329610	Wallop Drive, Kempshott, Basingstoke, Hants, RG22 4EH
(C) Truro	CL92109	Treyew Road, Truro, Cornwall, TR1 3XL
(C) Barnstaple	DN283080	Roundswell District Centre, Gratton Way, Barnstaple, Devon, EX31 3NH
Farnham Water Lane	SY645960	Water Lane, Farnham, Surrey, GU9 9NJ

Short Name	Title Number(s)	Full address
(D) Epsom Kiln Lane	Part of title number SY596408 included in a Transfer dated 24 March 2006	The Peel Centre, Kiln Lane, Epsom, Surrey, KT17 1EQ
(D) Woking Brookwood	SY638231	Redding Way, Knaphill, Woking, Surrey, GU21 2QT
Cobham	SY572367	Bridge Way, Cobham, Surrey, KT11 1HW
Christchurch	DT173335 DT260854	1 Lyndhurst Road, Christchurch, Dorset, BH23 4RY
(D) Plymouth Marsh Mills	DN232443	Plymouth Road, Marsh Mills, Plymouth, Devon, PL3 6RL
Harrogate	NYK119852	Wetherby Road, Harrogate, N Yorks, HG2 8QZ
(C) Solihull Marshall Lake	WM432767	545 Stratford Road, Shirley, Solihull, W Midlands, B90 4AJ
Birmingham Mere Green	WM529663 WM838886	30 Mere Green Road, Sutton Coldfield, Birmingham, W Midlands, B75 5B2
	WM824108	
Lincoln	LL37869	Tritton Road, Lincoln, Lincs, LN6 7QN
(C) Wirral Upton	Part of title number MS328698 included in a Transfer dated 24 March 2006	Upton Bypass, Upton, Wirral, Merseyside, L49 6QG
Ellesmere Port	CH425283	Kinsey Road, Little Stanney, Ellesmere Port, Cheshire, CH65 9HN
(C) Manchester Heaton Park	Part of title number GM369127 included in a Transfer dated 24 March 2006	170 Heaton Park Road West, Higher Blackeley, Heaton Park, Greater Manchester, M9 3QS
Wilmslow	CH544875	Alderley Road. Wilmslow, Cheshire, SK9 1NZ
Huddersfield	WYK210992 WYK236422	Plot 1-8, 22-24 Market St, Huddersfield, W Yorks, HD1 2ET

Short Name	Title Numbers	Full address
	YWE68109	
	WYK201445	
	WYK236872	
	WYK419698	
	YWE68110	
	WYK137107	
	WYK619312	
Warwick	WK301934	The Saltisford, Warwick, Warwicks, CV34 4TR
	WK426625	
Derby Kingsway	DY198200	Kingsway, Derby, Derbyshire, DE22 3NF
	DY233733	
	DY233732	
	DY233734	
Stroud	Part of title number GR181668 included in a Transfer dated 24 March 2006	Dudbridge Road, Stroud, Glos, GL5 3HG
	GR84569	
Penge	SGL451326	158-162 High Street, Penge, London, SE20 7QS
Greenwich	TGL168980	Bugsbys Way, Greenwich, London, SE10 0DQ
North Walsham	NK95816	Bacton Road, North Walsham, Norfolk, NR28 9DS
	NK194565	
	NK292573	
Team Valley	TY290493	Eleventh Avenue, Team Valley, Gateshead, NE11 0NJ
Chipping Ongar	EX597077	Bansons Lane, Chipping Ongar, Essex, CM5 9AR
Isle Of Wight	Part of title number IW39512 included in a Transfer dated 24 March 2006	River Way, Former Watson & Philip Site, Newport (IOW), Isle Of Wight, PO30 5ZB

Short Name	Title Numbers	Full address
Peterborough Bretton	CB277778	Bretton Shopping Centre, Bretton, Peterborough, Cambs, PE3 8DH
Bolton New	GM913880	Trinity Street, Bolton, BL3 6DH
	GM102175	
	GM102172	
	GM583185	
	GM907260	
	GM772449	
	GM617346	
	GM380884	
	GM907258	
	GM314489	
	GM362152	
	LA109432	

SCHEDULE 4

Shares

Borrower whose shares are the subject of the charge	Number of Shares charged
SAINSBURY PROPCO A LIMITED	All share capital which has been issued and may be issued from time to time