

MG01

Particulars of a mortgage or charge



244458 / £ 13

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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to particulars of a charge for a company. To do this, please form MG01s.

SATURDAY



PPQASGPB

PC3

16/01/2010

769

COMPANIES HOUSE

1

Company details

Company number

0 5 6 9 4 3 3 8

Company name in full

Gardenbook Leicester Limited (the "**Chargor**")

3

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

d 0 d 6 m 0 m 1 y 2 y 0 y 1 y 0

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

A legal charge between Waitrose Limited (the "**Lender**") and the Chargor (the "**Deed**")

4

Amount secured

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

Amount secured

As specified in the continuation page to this form.

Continuation page

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

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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	Waitrose Limited							
Address	171 Victoria Street							
	London							
Postcode	S	W	1	E		5	N	N
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	As specified in the continuation pages to this form.
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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 866).

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

9 Signature

Please sign the form here.

Signature

Signature

X EVERSHEDS LLP X

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

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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 George Burrha

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 0692



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:

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included the original deed with this form.
- ☒ [x] You have entered the date the charge was created.
- ☒ [x] You have supplied the description of the instrument.
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee.
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged.
- ☒ [x] You have signed the form.
- ☒ [x] 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

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

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

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Amount secured

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

Short particulars

The amount secured by the Deed is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender pursuant to the Finance Documents, whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Finance Documents save for registration fees at the Land Registry or Companies House or any other document evidencing or securing any such liabilities (the "**Secured Obligations**").

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

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

Grant of Security

1. The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Lender the following assets:
 - 1.1 by way of first legal mortgage, the Property;
 - 1.2 by way of first fixed charge, the Property (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Deed (as described at paragraph 1.1 above));
 - 1.3 to the extent that the Associated Rights (or any part of them) were not capable of being effectively assigned, but were capable of being effectively charged, by way of first fixed charge all Associated Rights of the Chargor in relation to the Property and any other rights, title or interest of the Chargor in the Property;
 - 1.4 by way of first fixed charge, all such buildings and other erections or structures, plant and machinery which are, now or in the future, located on the Property, but which, in any such case:
 - (a) are not affixed to, nor form part of, the Property;
 - (b) are not of a kind regularly disposed of in the ordinary course of business; and
 - (c) do not form part of the Chargor's stock-in-trade or work-in-progress; and
 - 1.5 by way of first fixed charge, the goodwill of any business at any time carried on by the Chargor from the Property; and
 - 1.6 to the extent that the Insurance Proceeds (or any part of them) are not capable of being effectively assigned, but are capable of being effectively charged, by way of first fixed charge, such Insurance Proceeds.

Assignments by way of Security

2. As further continuing security for the payment of the Secured Obligations, the Chargor assigns absolutely to the Lender all (if any) its rights, title and interest in and to:
 - (a) the Insurance Proceeds; and
 - (b) the Associated Rights in relation to the Property.

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General

3. The provisions of the Deed will apply at all times:
 - (a) regardless of the date on which any of the Secured Obligations was incurred; and
 - (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.
4. All the Security created by the Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

Restrictions on charges and disposals (Negative Pledge)

5. During the Security Period, the Chargor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it without the prior consent of the Lender:
 - (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease, or assignment, or any other right of occupation or use, of the Secured Assets;
 - (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Secured Assets; or
 - (c) otherwise dispose of its interest (whether legal or beneficial) in the Secured Assets.
6. Clause 6.1 of the Deed (as described in paragraph 5 above) does not apply to any Security which is Permitted Security.

Definitions

7. Capitalised terms used in this form are defined in the Appendix to this form.

Schedule (Details of Property)

Address of Property: The property known as land and buildings on the south west side of Harborough Road and north side of High Street, Oadby

Freehold/Leasehold Freehold

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Estate:

Title Details (where applicable): LT267904

County and District (or London Borough): Leicestershire: Oadby and Wigston

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APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply:

"Agreement for Sale" means the agreement for sale of the Property dated 4 May 2008 made between the Chargor and the Lender as varied on 6 January 2010.

"Associated Rights" means, in relation to the Property, all proceeds of sale of the Property, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of the Property, all rights under any agreement for sale, agreement for lease or licence of or in respect of the Property, and any monies and proceeds paid or payable in respect of the Property and the benefit of all Authorisations applicable to the Property.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Discharge Date" means the date with effect on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

"Finance Documents" means the Agreement for Sale and such other deeds and documents (including the Deed and any deed or agreement regulating priorities) as have been or are to be entered into in connection with or pursuant to the Agreement for Sale or which have been designated as Finance Documents by the Parties and **"Finance Document"** shall mean any one of them.

"Fixtures" means any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of any Property.

"Group" means the Chargor and each of its Subsidiaries for the time being the Holding Company and each of its Subsidiaries (including the Chargor) for the time being.

"Holding Company" means in relation to the Chargor, any other company or corporation in respect of which it is a Subsidiary for the time being.

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature, arising in any case by virtue of the Chargor's ownership of any Insurances and all interest in any of the foregoing.

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"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after the deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature, arising in any case by virtue of the Chargor's ownership of any Insurances and all interest in any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature relating to the Secured Assets which, from time to time, are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

"Party" means a party to the Deed.

"Permitted Security" means the Security created by the Deed.

"Property" means the Real Property owned by the Chargor or in which the Chargor has a right, title or interest, particulars of which are set out in Schedule 1 (*Details of the Property*) of the Deed (as replicated in this form). Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Secured Assets" means the assets the subject of any Security created by the Deed.

"Security" means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.

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

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

Construction

In this form and its Appendices the following applies:

1. **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset;

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2. the "**Chargor**" the "**Lender**" or any "**Party**", or any of the "**Secured Parties**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
3. where something (or a list of things) is introduced by the word "**including**", or by the phrase "**in particular**", or is followed by the phrase "**or otherwise**", the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
4. references to any Security "**created by the Deed**" are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Deed;
5. a reference to the Deed (or to any other agreement, instrument or deed) means, at any time, the Deed (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended or restated at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of the Deed or of any of the Finance Documents;
6. "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
7. "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent);
8. a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state and any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality); and
9. unless the Deed expressly states otherwise or the context requires otherwise, (a) each reference in the Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Deed) and (b) each reference in the Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made

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Short particulars

before or after the date of the Deed and whether amended or re-enacted since the date of the Deed).



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

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

**COMPANY NO. 5694338
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 6
JANUARY 2010 AND CREATED BY GARDENBOOK LEICESTER
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO WAITROSE LIMITED 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 16 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JANUARY
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES