

MG01

Particulars of a mortgage or charge



iris
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

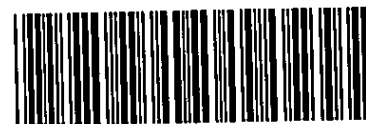
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

MONDAY



A18 *A3M63Y28* 123
03/10/2011
COMPANIES HOUSE

1

Company details

Company number 0 6 3 1 6 3 3 2

Company name in full Harvest Nominee No 2 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 2 8 10 09 2 0 1 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

Supplemental Security Agreement dated 28 September 2011 between the
Chargor, The Harvest Limited Partnership acting by its general partner
Harvest GP Limited, Harvest GP Limited, Harvest Nominee No 1 Limited and
the Facility Agent (as defined below) (the **Deed**)

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 owed
jointly or severally or in any other capacity
whatsoever) of each Obligor to any Finance Party
under each Finance Document (the **Secured
Liabilities**)

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	The Royal Bank of Scotland plc (the Facility Agent)	
Address	135 Bishopsgate	
Postcode	E C 2 M 3 U R	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	see continuation sheets	

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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 *Allen & Overy 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 James Bryson (001398-0003723)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 02030883773



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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Deed

- (i) is created in favour of the Facility Agent,
- (ii) is created over present and future assets of the Chargor,
- (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Facility Agent holds the benefit of this Deed on trust for the Finance Parties

1.2 Land

(a) The Chargor charges by way of a first legal mortgage the property specified in the Schedule 1 to this MG01 (Real Property)

(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1.3 Confirmation

The Chargor confirms that, as security for the payment of the Secured Liabilities

- (a) it has charged in favour of the Facility Agent by way of first fixed charge the assets relating to the property specified in the Schedule and referred to in clauses 2 3 (Trust Property) to 2 7 (Book Debts etc) (inclusive) and clause 2 11 (Miscellaneous) of the Original Security Agreement, and
- (b) it has assigned to the Facility Agent by way of security the assets relating to the property specified in the Schedule and referred to in clauses 2 8 (Insurances) to 2 10 (Other Contracts) (inclusive) of the Original Security Agreement

2. RESTRICTIONS ON DEALINGS

2.1 Security

Except as expressly allowed in the Credit Agreement, the Chargor may not create or permit

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>to subsist any Security Interest on any Security Asset (except for this Security)</p> <p>2.2 Disposals</p> <p>Except as expressly allowed in the Credit Agreement, the Chargor may not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Original Security Agreement</p> <p>In this Form MG01</p> <p>Additional Counterparty means a bank or financial institution which becomes a Counterparty after the date of this Agreement</p> <p>Administrative Party means an Arranger or the Facility Agent</p> <p>Arranger means Abbey National Treasury Services PLC or Royal Bank of Scotland PLC</p> <p>Assignment of Rent means an assignment of rent entered into or to be entered into by an Obligor in favour of the Facility Agent</p> <p>Borrower means The Harvest Limited Partnership (registered number LP 012482)</p> <p>Counterparty means an Original Counterparty or an Additional Counterparty</p> <p>Counterparty Accession Agreement means a letter, substantially in the form of Part 2 of Schedule 5 of the Credit Agreement (Forms of accession documents), with such amendments as the Facility Agent may approve or reasonably require</p> <p>Credit Agreement means the £86,790,000 credit agreement dated 3 October 2008 between (among others) the Chargor and the Facility Agent</p> <p>Distribution Letter means a distribution letter dated on or about the date of the Credit Agreement between the Arrangers and the Borrower</p> <p>Environmental Guarantee means a guarantee entered into or to be entered into by LSPH and SSL in favour of the Facility Agent</p> <p>Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrower setting out the amount of certain fees referred to in the Credit Agreement</p> <p>Finance Document means</p> <p>(a) the Credit Agreement,</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) a Security Document,
- (c) any Hedging Arrangement,
- (d) a Subordination Agreement,
- (e) a Fee Letter,
- (f) the Margin Letter,
- (g) the Distribution Letter,
- (h) the SDLT Covenant,
- (i) the Environmental Guarantee,
- (j) a Transfer Certificate,
- (k) a Counterparty Accession Agreement, or
- (l) any other document designated as such by the Facility Agent and an Obligor

Finance Party means a Lender, a Counterparty or an Administrative Party

Hedging Arrangement means any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Credit Agreement

General Partner means Harvest GP Limited (registered number 06316353)

Guarantor means the General Partner or a Property Trustee

Lender means

- (a) an Original Lender, or
- (b) any person which becomes a Party in accordance with Clause 29.2 of the Credit Agreement (Assignments and transfers by Lenders)

LSPH means Land Securities Property Holdings Limited (registered number 0507022)

Margin has the meaning given to it in the Margin Letter

Margin Letter means the letter entered into by reference to the Credit Agreement between the Arrangers and the Borrower setting out the Margin payable under the Credit Agreement

Obligor means the Borrower or a Guarantor

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Original Counterparty means Abbey National Treasury Services plc or The Royal Bank of Scotland plc</p> <p>Original Lender means Abbey National Treasury Services plc or The Royal Bank of Scotland plc</p> <p>Original Security Agreement means the Security Agreement between amongst others, the Chargor and the Facility Agent dated 3 October 2008</p> <p>Party means a party to the Credit Agreement</p> <p>Property Trustees means Harvest Nominee No 1 Limited (registered number 06316338) and the Chargor</p> <p>SDLT Covenant means the covenant entered into or to be entered into by LSPH and SSL in connection with the liability of the General Partner with respect to stamp duty land tax</p> <p>Security means any security created by the Deed</p> <p>Security Agreement means a security agreement in the form of Schedule 7 (Form of Security Agreement) with such amendments as the Facility Agent may approve or reasonably require</p> <p>Security Asset means all assets of the Chargor the subject of any security created by the Deed</p> <p>Security Document means</p> <ul style="list-style-type: none"> (a) the Security Agreement, (b) a Shareholder's Security Agreement, (c) a Standard Security, (d) an Assignment of Rent, (e) a Supplemental Security Agreement, (f) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or (g) any other document designated as such by the Facility Agent and an Obligor <p>Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p>Shareholder's Security Agreement means an assignment of shareholder's subordinated debt substantially in the form of Schedule 8 of the Credit Agreement (Form of Shareholder's Security Agreement) with such amendments as the Facility Agent may approve or reasonably require</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SSL means Sainsbury's Supermarkets Ltd (registered number 03261722)

Standard Security means a standard security entered into or to be entered into by an Obligor in favour of the Facility Agent

Subordination Agreement means a subordination agreement, substantially in the form of Schedule 9 of the Credit Agreement (Form of Subordination Agreement) with such amendments as the Facility Agent may approve or reasonably require

Supplemental Security Agreement means a supplemental security agreement in the form of Schedule 10 of the Credit Agreement (Form of Supplemental Security Agreement) with such amendments as the Facility Agent may approve or reasonably require

Transfer Certificate means a certificate, substantially in the form of Part 1 of Schedule 5 of the Credit Agreement (Forms of accession documents) with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower

SCHEDULE 1

REAL PROPERTY

Part of Plot 31, Eurokent Business Park, Broadstairs, Thanet, Kent, shown edged red on Plan A appended as Appendix 1 to the Deed as registered at the Land Registry with freehold title under title number K797185 following the registration of the transfer of part of such title number, pursuant to the TP1 transfer deed dated on the same date as this deed between (1) the Property Trustees as seller and (2) Ravenside Investments Limited as buyer



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6316332
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 28 SEPTEMBER 2011 AND CREATED BY
HARVEST NOMINEE NO. 2 LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 3 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 OCTOBER 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES