

# M

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

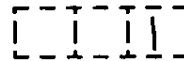
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



06316338

Name of company

\* Harvest Nominee No 1 Limited (the **Chargor**)

Date of creation of the charge

3 October 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A security agreement dated 3 October 2008 between the Chargor, The Harvest Limited Partnership, Harvest GP Limited, Harvest Nominee No 2 Limited and the Facility Agent (as defined below) (the **Deed**)

Amount secured by the mortgage or charge

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**)

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland PLC as agent and trustee for the Finance Parties (the **Facility Agent**) 135 Bishopsgate, London

Postcode EC2M 3UR

Presentor's name address and  
reference (if any)

Allen & Overy LLP  
One Bishops Square  
London  
E1 6AD

MON/JILC/BK 9959360

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



A25

13/10/2008  
COMPANIES HOUSE

16

Short particulars of all the property mortgaged or charged

Please see continuation sheet

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed Auen Boverly LLP

Date 10 October 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

Notes

† delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**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 the Deed on trust for the Finance Parties

**1.2 Land**

- (a) The Chargor charges
  - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in schedule 1 (Real Property), and
  - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above or freehold, feuhold or leasehold property in Scotland) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it
- (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 Trust property**

The Borrower charges by way of first fixed charge all of its rights in the Trust Property and under the Property Trust Deed

**1.4 Securities**

- (a) The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes
  - (i) any dividend or interest paid or payable in relation to it, and

**Harvest Nominee No.1 Limited (Registered number 06316338)**  
**Continuation Sheet**

- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**1.5 Plant and machinery**

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

**1.6 Credit balances**

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Credit Agreement or the Deed) it has with any person and the debt represented by it

**1.7 Book debts etc.**

The Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

**1.8 Insurances**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption

- (a) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest, and
- (b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance

**1.9 Hedging**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Arrangements

**1.10 Other contracts**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights

- (a) under each Lease Document,
- (b) in respect of all Rental Income,
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document,
- (d) under each appointment of a Asset Manager,
- (e) under the Partnership Agreement,

**Harvest Nominee No.1 Limited (Registered number 06316338)**  
**Continuation Sheet**

- (f) under each appointment of an Operator,
- (g) under the Property Trust Deed,
- (h) under any agreement relating to the purchase of a Property by the Chargor, and
- (i) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause

**1.11 Miscellaneous**

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

**1.12 Floating charge**

- (a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this clause
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by the Chargor under this subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if
  - (i) an Event of Default is outstanding, or
  - (ii) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of
  - (i) the obtaining of a moratorium, or
  - (ii) anything done with a view to obtaining a moratorium,under Section 1A the Insolvency Act 1986
- (d) The floating charge created by this subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by this subclause is a **qualifying floating charge** for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986

**2. RESTRICTIONS ON DEALINGS**

**2.1 Security**

Except as expressly allowed in the Credit Agreement, no Chargor may create or permit to subsist any Security Interest on any Security Asset (except for this Security)

**2.2 Disposals**

Except as expressly allowed in the Credit Agreement, no Chargor may 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 Deed

**In this Form 395:**

**Additional Counterparty** means a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement

**Additional Property** means any real property the security over which is created by a Security Document entered into after the first Utilisation Date, as described in that Security Document and, where the context so requires, included the buildings on that Additional Property

**Administrative Party** means an Arranger or the Facility Agent

**Agreement for Lease** means an agreement to grant an Occupational Lease of all or part of a Property

**Arranger** means Abbey National Treasury Services Plc and the Royal Bank of Scotland Plc as arrangers

**Asset Manager** means Land Securities Properties Limited or any other asset manager appointed by the Borrower in respect of each Property with the approval of the Facility Agent (acting reasonably)

**Assignment of Rent** means an assignment of rent entered into or to be entered into by an Obligor in favour of the Facility Agent

**Borrower** means The Harvest Limited Partnership (registered under the Limited Partnerships Act 1907 with registered number LP 012482 acting by its general partner Harvest GP Limited (registered number 06316353))

**Counterparty** means an Original Counterparty or an Additional Counterparty

**Counterparty Accession Agreement** means a letter, substantially in the form of part 2 of schedule 5 (Forms of accession documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**Credit Agreement** means the credit agreement dated 3 October 2008 between the Borrower, the General Partner, each Property Trustee, the Original Lenders, the Original Counterparties and the Facility Agent

**Distribution Letter** means a distribution letter dated on or about the date of the Credit Agreement between the Arrangers and the Borrower

**Harvest Nominee No.1 Limited (Registered number 06316338)**  
**Continuation Sheet**

**Environmental Guarantee** means a guarantee entered into or to be entered into by LSPH and SSL in favour of the Facility Agent

**Event of Default** means an event or circumstance specified as such in clause 21 of the Credit Agreement

**Fee Letter** means any letter entered into by reference to this 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

**Finance Document** means

- (a) the Credit Agreement,
- (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

**General Partner** means Harvest GP Limited (registered number 06316353)

**Guarantor** means the General Partner or a Property Trustee

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

**Lease Document** means

- (a) an Agreement for Lease,
- (b) an Occupational Lease, or
- (c) any other document designated as such by the Facility Agent and the Borrower

**Harvest Nominee No.1 Limited (Registered number 06316338)**  
**Continuation Sheet**

**Lender** means

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

**LS Limited Partner** means LS Harvest Limited (registered number 04166126)

**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

**Occupational Lease** means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject

**Operator** means any operator of the Borrower appointed by the General Partner with the approval of the Facility Agent

**Original Counterparty** means Abbey National Treasury Services Plc and the Royal Bank of Scotland Plc as counterparties to certain hedging arrangements

**Original Lender** means Abbey National Treasury Services Plc and the Royal Bank of Scotland Plc

**Original Property** means each property listed in part 2 of schedule 1 (Original Parties and Properties) as described in a Security Document and, where the context so requires, includes the buildings on that Original Property

**Partnership Agreement** means the agreement dated 21 September 2007 between the General Partner and the LS Limited Partners, as amended and restated by a deed dated 12 November 2007, between the General Partner, the LS Limited Partner and the Sainsbury Limited Partner and includes any relevant resolutions and amending documents

**Property** means an Original Property or an Additional Property

**Property Trust Deed** means a trust deed entered into or to be entered into between the Borrower and the Property Trustees under which the Property Trustees hold legal title to one or more of the Properties on trust for the Borrower

**Property Trustees** means Harvest Nominee No 1 Limited (registered number 06316338) and Harvest Nominee No 2 Limited (registered number 06316332)

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting of any part of a Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,



**Harvest Nominee No.1 Limited (Registered number 06316338)**  
**Continuation Sheet**

- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of an Obligor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,
- (h) any Tenant Contributions, and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by an Obligor

**Sainsbury Limited Partner** means Sainsbury's Supermarkets Ltd (registered number 03261722)

**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

**Security** means any security created by the Deed

**Security Assets** means all assets of the Chargor the subject the subject of any security created by the Deed

**Security Agreement** means a security agreement in the form of schedule 7 (Form of Security Agreement) of the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

**Security Document** means

- (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

**Harvest Nominee No.1 Limited (Registered number 06316338)**  
**Continuation Sheet**

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

**Shareholder's Security Agreement** means an assignment of shareholder's subordinated debt substantially in the form of schedule 8 (Form of Shareholder's Security Agreement) of the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

**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

**Supplemental Security Agreement** means a supplemental security agreement as defined in the Credit Agreement

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

**Tenant Contributions** means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of

- (a) contribution to
  - (i) insurance premia,
  - (ii) the cost of an insurance valuation,
  - (iii) a service charge in respect of an Obligor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property, or
  - (iv) a sinking fund, or
- (b) value added tax or similar taxes

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

**Trust Property** has the meaning given to it in each Property Trust Deed

**Utilisation Date** means each date on which a credit facility made available under the Credit Agreement becomes is utilised

**SCHEDULE 1**

**REAL PROPERTY**

- 1 Land and buildings at Sainsbury Way, Kingston upon Hull (as registered at the Land Registry with freehold title under title number HS111251)
- 2 Sainsbury store at Garratt Lane, Wandsworth, London SW18 (as registered at the Land Registry with freehold title under title numbers SGL456708, 113688 and TGL42249)
- 3 The Maltings Shopping Centre, Malthouse Lane, Salisbury (as registered at the Land Registry with leasehold title under title number WT155099) and 30-32 Fisherton Street, Salisbury (as registered at the Land Registry with freehold title under title number WT179479)
- 4 Land at Lindis Retail Park, Moorland Close, Lincoln (as registered at the Land Registry with freehold title under title number LL113909), land and buildings on the west side of Tritton Road, Lincoln (as registered at the Land Registry with freehold title under title number LL37869) and Lindis Retail Park, Tritton Road, Lincoln (as registered at the Land Registry with freehold title under title number LL177238)
- 5 Land and buildings on the south-west side of Margate Road, Broadstairs (as registered at the Land Registry with freehold title under title number K428456) and Gate Service Station, Margate Road, Broadstairs (as registered at the Land Registry with freehold title under title number K639669)



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

**Pursuant to section 401(2) of the Companies Act 1985**

COMPANY NO. 6316338  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 3  
OCTOBER 2008 AND CREATED BY HARVEST NOMINEE NO. 1  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR TO THE ROYAL BANK OF  
SCOTLAND PLC AS AGENT AND TRUSTEE FOR THE FINANCE  
PARTIES (FACILITY AGENT) ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 ON THE 13 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 OCTOBER  
2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES