

MG01

Particulars of a mortgage or charge



iris  
LASERFORM

229 007/39

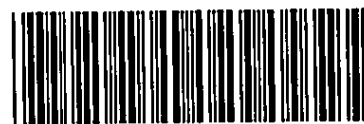
**A fee is payable with this form.**

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

X **What this form is NOT for**  
You cannot use this  
particulars of a charge  
company To do this  
form MG01s

MONDAY



A18 03/10/2011 124  
COMPANIES HOUSE

ase  
uk

**1 Company details**

Company number 0 6 3 1 6 3 3 8

Company name in full Harvest Nominee No. 1 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 d2 d8 m0 m9 y2 y0 y1 y1

**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 2 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

MG01

Particulars of a mortgage or charge

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	The Royal Bank of Scotland plc (the <b>Facility Agent</b> )
Address	135 Bishopsgate
	London
Postcode	E C 2 M 3 U R
Name	
Address	
Postcode	

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

**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 sheet

# MG01

## Particulars of a mortgage or charge

### 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

# MG01

## 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1. CREATION OF SECURITY</b></p> <p><b>1.1 General</b></p> <p>(a) All the security created under the Deed</p> <p>(i) is created in favour of the Facility Agent,</p> <p>(ii) is created over present and future assets of the Chargor,</p> <p>(iii) is security for the payment and satisfaction of all the Secured Liabilities, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) The Facility Agent holds the benefit of this Deed on trust for the Finance Parties</p> <p><b>1.2 Land</b></p> <p>(a) The Chargor charges by way of a first legal mortgage the property specified in the Schedule 1 to this MG01 (Real Property)</p> <p>(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes</p> <p>(i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and</p> <p>(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</p> <p><b>1.3 Confirmation</b></p> <p>The Chargor confirms that, as security for the payment of the Secured Liabilities</p> <p>(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</p> <p>(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</p> <p><b>2. RESTRICTIONS ON DEALINGS</b></p> <p><b>2.1 Security</b></p> <p>Except as expressly allowed in the Credit Agreement, the Chargor may not create or permit</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>to subsist any Security Interest on any Security Asset (except for this Security)</p> <p><b>2.2 Disposals</b></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><b>Additional Counterparty</b> means a bank or financial institution which becomes a Counterparty after the date of this Agreement</p> <p><b>Administrative Party</b> means an Arranger or the Facility Agent</p> <p><b>Arranger</b> means Abbey National Treasury Services PLC or Royal Bank of Scotland PLC</p> <p><b>Assignment of Rent</b> means an assignment of rent entered into or to be entered into by an Obligor in favour of the Facility Agent</p> <p><b>Borrower</b> means The Harvest Limited Partnership (registered number LP 012482)</p> <p><b>Counterparty</b> means an Original Counterparty or an Additional Counterparty</p> <p><b>Counterparty Accession Agreement</b> 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><b>Credit Agreement</b> means the £86,790,000 credit agreement dated 3 October 2008 between (among others) the Chargor and the Facility Agent</p> <p><b>Distribution Letter</b> means a distribution letter dated on or about the date of the Credit Agreement between the Arrangers and the Borrower</p> <p><b>Environmental Guarantee</b> means a guarantee entered into or to be entered into by LSPH and SSL in favour of the Facility Agent</p> <p><b>Fee Letter</b> 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><b>Finance Document</b> 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

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Original Counterparty** means Abbey National Treasury Services plc or The Royal Bank of Scotland plc

**Original Lender** means Abbey National Treasury Services plc or The Royal Bank of Scotland plc

**Original Security Agreement** means the Security Agreement between amongst others, the Chargor and the Facility Agent dated 3 October 2008

**Party** means a party to the Credit Agreement

**Property Trustees** means the Chargor and Harvest Nominee No 2 Limited (registered number 06316332)

**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 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

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

**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

**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 of the Credit Agreement (Form of Shareholder's Security Agreement) with such amendments as the Facility Agent may approve or reasonably require



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>SSL means Sainsbury's Supermarkets Ltd (registered number 03261722)</p> <p><b>Standard Security</b> means a standard security entered into or to be entered into by an Obligor in favour of the Facility Agent</p> <p><b>Subordination Agreement</b> 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</p> <p><b>Supplemental Security Agreement</b> 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</p> <p><b>Transfer Certificate</b> 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</p> <p style="text-align: center;"><b>SCHEDULE 1</b></p> <p style="text-align: center;"><b>REAL PROPERTY</b></p> <p>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</p>	



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

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

**COMPANY NO. 6316338  
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. 1 LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO  
ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 3 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 OCTOBER 2011

✓



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES