

MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page.

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 charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge
delivered outside of the 21 days it will be rejected unless it is accompa
court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This
scanned and placed on the public record. **Do not send the original.**

MONDAY



S3KTLIR6
SCT 17/11/2014 #559
COMPANIES HOUSE

For official use

1 Company details

Company number S C 1 9 2 4 8 2
Company name in full Santon Group Developments Limited

→ **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 date

Charge creation date d0 d6 m1 m1 y2 y0 y1 y4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Tesco Stores Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

Legal mortgage over the freehold land on the south east side of Chester Road, Stretford, Manchester, registered under Land Registry title MAN223482. Please see the charge instrument for more details.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X Berwin Leighton Paisner LLP X

This form must be signed by a person with an interest in 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. The contact information you give will be visible to searchers of the public record.

Contact name Anthony Williams

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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 a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 192482

Charge code: SC19 2482 0331

The Registrar of Companies for Scotland hereby certifies that a charge dated 6th November 2014 and created by SANTON GROUP DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th November 2014.

Given at Companies House, Edinburgh on 21st November 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

DATED 6 November 2014

SANTON GROUP DEVELOPMENTS LIMITED

TESCO STORES LIMITED

LEGAL CHARGE

relating to the freehold land at Chester Road, Stretford

We certify that, save for material redacted pursuant to s.859G
Companies Act 2006, this copy instrument is a correct copy
of the original instrument.

Berwin Leighton Paisner LLP 12 November 2014
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA

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DATED 6 November 2014

PARTIES

- (1) **SANTON GROUP DEVELOPMENTS LIMITED** (formerly Raven Group Developments Limited) a company incorporated in Scotland (company no SC 192482) whose registered office is care of DLA Rutland Square Edinburgh Lothian EH1 2AA ("**Santon**")
- (2) **TESCO STORES LIMITED** (company no 519500) whose registered office is at Tesco House Delamare Road Cheshunt Hertfordshire EN8 9SL ("**Tesco**")

BACKGROUND

- (A) This Deed is supplemental to a debenture ("**Principal Charge**") dated 15 January 2004 between Santon (1) and Tesco (2).
- (B) Santon is obliged by the Tesco Facility Agreement (defined in the Principal Charge) to charge the Additional Property to Tesco in the terms set out below.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless the contrary intention appears, terms defined in the Principal Charge, shall have the same respective meanings here and additionally the following definition applies:
- "**Additional Property**" means the property details which are set out in the Schedule (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it.
- 1.2 Save for Clause 1.1 the terms of clause 1 (*Definitions and interpretation*) of the Principal Charge shall apply in this Deed with all necessary modifications and as if they were set out here in full.
- 1.3 Where a term in the Principal Charge is defined in relation to the Properties (as defined in the Principal Charge) a corresponding term in the singular number in this Deed applies to the Additional Property.

2 SECURITY

- 2.1 As continuing security for the payment and discharge of the Liabilities Santon with full title guarantee charges the Additional Property to Tesco by way of legal mortgage.
- 2.2 None of the provisions of this Clause 2 (*Security*) shall impose, or imply on Tesco any obligation or liability in relation to the Additional Property or the Additional Assets.

3 **NEGATIVE COVENANTS**

Santon consents to the entry of the following restriction in the proprietorship register of any registered land forming part of the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without the written consent of the proprietor for the time being of the charge dated [●] In favour of Tesco Stores Limited referred to in the charges register (or its conveyancer) or, if appropriate, signed on such proprietor's behalf ~~by its secretary or conveyancer or one of its directors."~~

4 **SANTON'S COVENANTS**

Santon covenants with Tesco to perform and observe all its covenants and obligations expressed or implied in or by the terms of the Principal Charge as if they were set out here in full.

5 **INCORPORATION**

All the terms, powers and provisions contained in the Principal Charge (including the exclusion of section 93 of the Law of Property Act 1925 restricting the right of consolidation) are deemed incorporated here as if set out in full (with all necessary modifications) and shall apply to the Additional Property as if included in and mortgaged charged and/or assigned by the Principal Charge.

6 **FURTHER ADVANCES**

This Deed secures advances already made and to be made and, under the provisions of this Deed, Tesco is under an obligation to make further advances. Santon authorises Tesco to make an application to the Land Registry on Form CH2 (or such other form as may be prescribed from time to time) for a note to be entered in the registers of any registered land forming part of the Additional Property to that effect. It is agreed and declared that for the purposes of section 49 of the Land Registration Act 2002 Tesco shall be deemed to be under an obligation to make further advances even if an Event of Default has occurred.

7 **ATTORNEY**

Santon irrevocably appoints Tesco and separately any Receiver its attorney for all the purposes set out in the Principal Charge.

8 **LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989**

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the Additional Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

9 **RIGHTS OF THIRD PARTIES**

9.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

10 COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed. Delivery of a counterpart of this Deed by email attachment or telecopy shall be an effective mode of delivery.

11 LAW AND JURISDICTION

- 11.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 11.2 The parties agree for the exclusive benefit of Tesco that the English courts shall have exclusive jurisdiction save that Tesco shall retain the right to bring proceedings against Santon in the courts of any other country which has jurisdiction and that this shall not preclude Tesco (at its option) bringing such or any other proceedings in any other jurisdiction or jurisdictions whether concurrently or not.
- 11.3 Santon irrevocably:
- (a) waives (and agrees not to raise) any objection they may now or in the future have to the jurisdiction of the English courts dealing with any proceedings for enforcement of this Deed;
 - (b) agrees that a judgement in any proceedings brought before the English courts shall be conclusive and binding on Santon and may be enforced in the courts of any other jurisdiction at the option of Tesco; and
 - (c) appoints Santon Capital PLC as its agent for the purpose of accepting service of all proceedings under this Deed.

Delivered as a deed on the date of this document.

**Schedule
Additional Property**

Freehold land on the south east side of Chester Road, Stretford, Manchester registered under Land Registry title MAN223482.

EXECUTION PAGE

Executed as a deed by)
SANTON GROUP DEVELOPMENTS)
LIMITED acting by:)

Director

Director/Secretary

Executed as a deed by **TESCO STORES**)
LIMITED acting by its duly authorised)
signatory in the presence of:)

Name of witness

Signature of witness

Address of witness

Occupation of witness

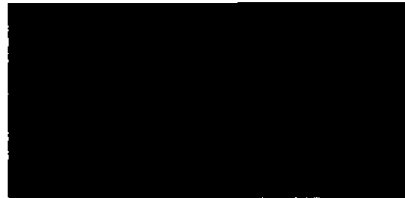
EXECUTION PAGE

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Director/Secretary

Executed as a deed by **TESCO STORES**)
LIMITED acting by its duly authorised)
signatory in the presence of:)



Name of witness

Signature of witness

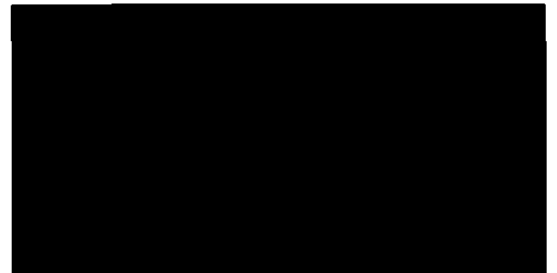
JULIE HOURIHAN

Address of witness

TESCO STORES LTD
SHIRE PARK
WELWYN GARDEN CITY
HERTS
AL7 1AB

Occupation of witness

P.A.



AWLL / TV 034.00047

Berwin Leighton Paisner LLP

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