

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

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

Name Abbey National Treasury Services plc (**Security Trustee**)

Address 2 Triton Square

Regents Place, London

Postcode N W 1 3 A 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

1 Covenant to pay

The Chargor covenanted with the Security Trustee as security trustee for the Finance Parties, to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents

2. Charging Provisions

2.1. General

All Security created by the Chargor under clauses 3 2 to 3 5 inclusive of the Debenture (as set out in paragraphs 2 2 to 2 5 inclusive of this Form MG01) is

(a) a continuing security for the payment and discharge of the Secured Obligations,

(b) granted with full title guarantee,

(c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and

(d) granted in favour of the Security Trustee as security trustee for the Finance Parties

2.2 First legal mortgage

(a) The Chargor charged by way of first legal mortgage all of its respective rights, title and interest in the Property and all Fixtures on such Property for the time being

(b) The Chargor charged by way of first legal mortgage all other interests and estates in freehold, leasehold or commonhold property and, in each case, all Fixtures on such property for the time being

(continued)

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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 *Adelstein Stodéva Ltd* 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 **Rose - Anna Daukes**

Company name **Addleshaw Goddard LLP**

Address **BOX 500**

Companies House

21 Bloomsbury Street

Post town **London**

County/Region

Postcode

	W	C	1	B		3	X	D
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Country

DX **London**

Telephone **0207 160 3198**

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

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2.3 Assignments

The Chargor assigned

- (a) all Rental Income, and all other sums, payable under any Occupational Lease,
- (b) the Relevant Agreements to which it is a party, and
- (c) the Relevant Policies to which it is a party

The Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party

2.4 First fixed charges

The Chargor charged by first fixed charge

- (a) all other interests and estates in any freehold, leasehold or commonhold property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Investments together with all Related Rights,
- (f) all book and other debts, due to the Chargor and their proceeds (both collected and uncollected) (together the Debts), and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (g) all monies from time to time standing to the credit of each Blocked Account,
- (h) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person, other than any Blocked Account (each a Charged Account),
- (i) all its Intellectual Property,
- (j) all its goodwill and uncalled capital,
- (k) the Subsidiary Shares together with all Related Rights,
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (m) to the extent that any legal mortgage, as described in clause 3.2 of the Debenture (as set out in paragraph 2.2 of this Form MG01), or any assignment, as described in clause 3.3 of the Debenture (as set out in paragraph 2.3 of this Form MG01), is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that paragraph

2.5 Floating charge

The Chargor charged by way of first floating charge all its assets and undertaking wherever located (except for any assets situate in Jersey) both present and future other than any assets effectively charged by way of legal mortgage, fixed charge or assigned as described in clauses 3.2, 3.3 and 3.4 of the Debenture (as set out in paragraphs 2.2, 2.3 and 2.4 of this Form MG01 respectively)

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2.6 Conversion of floating charge to a fixed charge

The Security Trustee may at any time by notice in writing to any Chargor convert the floating charge as described at clause 3.5 of the Debenture (as set out in paragraph 2.5 of this Form MG01) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

(a) an Event of Default is continuing, or

(b) in the opinion of the Security Trustee that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

2.7 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of any Finance Document)

(a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,

(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or

(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration, *désastre* or reorganisation of the Chargor (save for any winding up petition which is frivolous or vexatious and which is discharged, stayed or dismissed within 14 days of commencement of, if earlier, the date on which it is advertised),

the floating charge as described in clause 3.5 of the Debenture (as set out in paragraph 2.5 of this Form MG01) will automatically and immediately, without notice, be converted into a fixed charge over the relevant assets or, in the circumstances described above, over all of the Floating Charge Assets

3 Negative pledge

The Chargor undertook not to create or permit to subsist any Security over any of its assets

The Chargor undertook not to

(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor,

(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

Clause 5 of the Debenture (as set out in paragraph 3 of this Form MG01) does not apply to any Security or arrangement which is Permitted Security

In this Form MG01, the following terms shall have the following meanings:

Account Bank has the meaning given to it in the Facility Agreement

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Authorisation has the meaning given to in the Facility Agreement

Blocked Account means

(a) the Rent Account

(b) the Deposit Account

(c) the Proceeds Account

(d) the Holding Account and

(e) any other account designated as a Blocked Account by the Chargor and the Security Trustee,

(as each term, other than the Rent Account, is defined in the Facility Agreement)

Event of Default has the meaning given to it in the Facility Agreement

Facility Agreement means the facility agreement between, among others, the Chargor, Park Farm Trustee 1, Park Farm Trustee 2, Abbey National Treasury Services plc as Original Lender, Agent, Arranger, Original Hedge Counterparty and the Security Trustee dated 4 April 2011 under which the Lenders agreed to make available to the Park Farm Borrower and others a term loan facility on the terms set out therein (as each term is defined therein)

Finance Document has the meaning given to it in the Facility Agreement

Finance Party has the meaning given to it in the Facility Agreement

Financial Indebtedness has the meaning given to in the Facility Agreement

Fixtures means in respect of any Secured Property all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge as described in clause 3.5 of the Debenture (as set out in paragraph 2.5 of this Form MG01)

Intellectual Property means

(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered owned by the Chargor and

(b) the benefit of the Chargor's applications and rights to use such assets

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever including but not limited to negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered held by the Chargor or by a trustee or clearance system or nominee

Obligors has the meaning given to it in the Facility Agreement

Occupational Lease means any occupational lease or licence to which the Property (or any part of it) is subject

Park Farm Borrower means the Park Farm Trust

Park Farm Trust means EPIC (Park Farm) Unit Trust a unit trust constituted by the Park Farm Trust Instrument acting through its trustees Park Farm Trustee 1 and Park Farm Trustee 2 (as each term is defined in the Facility Agreement)

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Permitted Security has the meaning given to it in the Facility Agreement

Property means the property described in Schedule 1 of the Debenture (as set out in the Schedule to this Form MG01)

Related Rights means, in respect of any Investment or Subsidiary Shares

(a) all monies paid or payable in respect of that Investment or Subsidiary Shares (whether as income, capital or otherwise)

(b) all shares, investments or other assets derived from that Investment or Subsidiary Shares and

(c) all rights derived from or incidental to that Investment or Subsidiary Shares

Relevant Agreement means

(a) the Park Farm Property Management Agreement (if any)

(b) the Park Farm Property Advisory Agreement

(c) the Park Farm Operating Agreement

(d) each Hedging Agreement to which the Chargor is a party

(e) each Lease Document to which the Chargor is a party

(f) any guarantee of Rental Income contained in, or relating to, any Occupational Lease

to which the Chargor is a party

(g) and each other agreement designated a Relevant Agreement by the Security Trustee and the Chargor in writing

as each such term is defined in the Facility Agreement

Relevant Policies means, in respect of the Chargor, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

Rent Account means an account of the Park Farm Borrower with the Account Bank designated as the Park Farm Borrower's "Rent Account" and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement

Rental Income has the meaning given to it in the Facility Agreement

Secured Assets means, in respect of the Chargor, all of its assets and undertaking the subject of any Security created by, or supplemental to, the Debenture in favour of the Security Trustee

Secured Property means at any time the Property and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Debenture

Security has the meaning given to it in the Facility Agreement

Subsidiary has the meaning given to it in the Facility Agreement

Subsidiary Shares means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries

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Schedule

Property

Description	Title Numbers
The freehold and leasehold property registered at the Land Registry with title absolute under the Title Numbers opposite and more particularly known as the Homebase Regional Distribution Centre, Park Farm Industrial Estate, Wellingborough NN8 6XJ	NN187691 (freehold) NN149899 (leasehold)



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

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

COMPANY NO. 7433893
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 APRIL 2011
AND CREATED BY EPIC (GENERAL PARTNER PARK FARM)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE OBLIGORS TO THE FINANCE PARTIES 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 12 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2011

Handwritten signature

