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CHFP025

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Please complete
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

9111

02294875

Name of company

* Carpetright plc (the "Chargor")

Date of creation of the charge

25 September 2008

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

The Northern Irish Security Agreement dated 25 September 2008 and made
between the Chargor and the Royal Bank of Scotland plc (the "Security
Trustee") as trustee and agent for the Finance Parties (the "Security
Agreement")

Amount secured by the mortgage or charge

See Rider 1

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

The Royal Bank of Scotland plc as the Security Trustee for the Finance
Parties acting through its office at Level 5, 135 Bishopsgate, London

Postcode EC2M 3UR

Presentor's name address and
reference (if any)

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

RUSV/MHP/009717 01305

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



LD4

COMPANIES HOUSE

45

TUESDAY

Short particulars of all the property mortgaged or charged

See Rider 2

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed CMS Cameron McKenna

Date 7th October 2008

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as
appropriate

Notes

- 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 situate 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

RIDERS TO FORM M395

Company: Carpetright plc

Company No: 02294875

Rider 1

Amount secured by the mortgage or charge

All present and future indebtedness, monies, obligations and liabilities of the Company and the Chargor to the Finance Parties under the Finance Documents (including the Security Agreement), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2.2 (*Interest*) of the Security Agreement (the "**Secured Liabilities**")

Company: Carpetright plc

Company No: 02294875

Rider 2

Short Particulars of all the property mortgaged or charged

1. Fixed Security

Fixed Charges

1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities

1 1 1 grants and demises unto the Security Trustee (as trustee for the Finance Parties) all the Chargor's right, title and interest in and to the unregistered freehold property now vested in it and specified opposite its name in Schedule 1 (*Details of Real Property*) below to hold the same unto the Security Trustee for the term of ten thousand years from the date hereof subject to the proviso for redemption hereinafter contained,

1 1 2 grants and demises unto the Security Trustee (as trustee for the Finance Parties) all the Chargor's right, title and interest in and to the unregistered leasehold property now vested in it and specified opposite its name in Schedule 1 (*Details of Real Property*) below for the residue of the term of years created by the respective leases short particulars of which are also set out in Schedule 1 (*Details of Real Property*) below less the last ten days thereof subject to the proviso for redemption hereinafter contained,

1 1 3 charges in favour of the Security Trustee (as trustee for the Finance Parties) all the freehold and leasehold property comprised in the folios specified opposite its name in Schedule 1 (*Details of Real Property*) below and requests that the charge hereby created be registered as a burden on that property subject to the proviso for redemption hereinafter contained, and

1 1 4 mortgages and charges in favour of the Security Trustee (as trustee for the Finance Parties) all Premises now or from time to time in or on any property described in clauses 1 1 1 to 1 1 3 above

1 2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future (other than any subject to an Exclusion unless and until the same is Satisfied)

1 2 1 ***Other real property*** all estates or interests in any freehold or leasehold property situated in Northern Ireland and all Premises in or on that property (other than such property and Premises effectively mortgaged or charged under clause 1 1 above) which pursuant to, and in accordance with, the provisions of clause 7 10 of the Facilities Agreement, is substituted for any other Mortgaged Property mortgaged or charged under the Security Agreement,

1 2 2 ***Licences on land*** all licences held by it to enter upon or use the Mortgaged Property or Premises and/or to carry on the business carried on upon the Mortgaged Property or Premises and all agreements relating to the Mortgaged Property or Premises to which

it is a party or otherwise entitled, including, without limitation, all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,

- 1 2 3 ***Rights as tenant*** where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Ground Rent Acts (Northern Ireland) 2001 but excluding the Business Tenancies (Northern Ireland) Order 1996) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property,
- 1 2 4 ***Rental income*** any amounts owing to it by way of rent, licence fee, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,
- 1 2 5 ***Insurances*** all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances, and
- 1 2 6 ***Criminal Damage Compensation*** any compensation received by the Chargor under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 and all claims and returns of premiums in respect thereof
- 1 3 The Chargor hereby attorns tenant to the Security Trustee of any part of the Mortgaged Property assigned or demised by way of mortgage pursuant to these presents at an annual rate of 5 pence (if demanded) The Chargor agrees that the Security Trustee may terminate the tenancy at any time after 28 days from the date hereof without notice and may enter the Mortgaged Property without notice However, neither the receipt of any such rent nor the tenancy shall make the Security Trustee liable to anyone as mortgagee in possession of the Mortgaged Property
- 1 4 Subject to the Chargor's right to redeem the mortgage and to have the Security Agreement released when all relevant obligations have been met, the Chargor agrees to hold the reversion immediately following expiry of the term created in clause 1 1 2 above (if any) in trust for the Security Trustee and the Chargor also agrees that it will sell, assign or otherwise dispose of any interest as the Security Trustee may direct The Security Trustee may at any time remove the Chargor or any other person as trustee of the trust created by this clause and may appoint new trustees of that trust The Chargor further agrees that if the Security Trustee disposes of the Mortgaged Property that it will at its own expense join as a party to the deed evidencing the disposal to ensure that the purchaser acquires the full title to the Mortgaged Property For the sake of clarity, the Power of Attorney provided for in clause 13 (*Power of Attorney*) of the Security Agreement shall also apply in relation to any acts done by the Security Trustee under this provision

NOTES

A. The Security Agreement contains the following covenants:

1. ***Negative Pledge***

The Chargor shall not create or extend or permit to arise or subsist any Security over the whole or any part of the Security Assets or any assets subject to an Exclusion, except as expressly permitted by the terms of the Facilities Agreement or with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed)

2 ***Restriction on Disposals***

The Chargor shall not (or shall not agree to) sell, transfer, lease or otherwise dispose of the whole or any part of the Security Assets or any assets subject to an Exclusion (whether in a single transaction or in a series of transactions whether related or not), except as expressly permitted by the terms of the Facilities Agreement or the Security Agreement

B. Definitions

In this Form 395, the following expressions shall have the following meanings

“Company” has the same meaning given to that term in the Facilities Agreement,

“Delegate” means any person appointed by the Security Trustee or any Receiver pursuant to Clauses 12.2 to 12.4 (*Delegation*) of the Security Agreement and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate,

“Finance Documents” means the Facilities Agreement, the Amendment Agreement, the Intercreditor Agreement, the Ancillary Facility Letter, any Accession Letter, the Syndication Letter, any Compliance Certificate, any Fee Letter, any Hedging Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a **“Finance Document”** by the Agent and the Company (each as defined in the Facilities Agreement),

“Finance Parties” has the meaning given to that term in the Facilities Agreement,

“Exclusion” means a legal, valid and binding restriction in respect of any asset held by the Chargor which either precludes absolutely the creation of a Security over that asset or requires the prior consent of any third party (other than any member of the Group) to the creation of a Security over that asset, breach of which restriction would materially impair or destroy property or other rights of the Chargor in relation to or in connection with that asset,

“Expenses” means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Security Assets or the Secured Liabilities or in taking, holding or perfecting the Security Agreement or in protecting, preserving, defending or enforcing the security constituted by the Security Agreement and/or in exercising any rights, powers or remedies provided by or pursuant to the Security Agreement (including any right or power to make payments on behalf of the Chargor under the terms of the Security Agreement) or by law in each case on a full indemnity basis,

“Facilities Agreement” means a facilities agreement originally dated 19 March 2008 as amended and restated by an amendment and restatement agreement dated 25 September 2008 and made between, (1) Carpetright plc (2) the Original Guarantors (3) The Royal Bank of Scotland plc as Arranger (4) the Original Lenders and Creditors (5) The Royal Bank of Scotland plc as Agent (6) The Royal Bank of Scotland plc as Security Trustee (7) National Westminster Bank Plc as Ancillary Bank and (8) National Westminster Bank Plc as Hedge Counterparty (as each such term is defined therein),

“Group” means the Company and each of its Subsidiaries for the time being (each as defined in the Facilities Agreement),

“Insurances” means all of the contracts and policies of insurance or assurance (including all cover notes and slips) effected or maintained from time to time in respect of any Mortgaged Property and/or Premises together with all moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy,

“Intercreditor Agreement” has the meaning given to that term in the Facilities Agreement,

“Mortgaged Property” means any freehold or leasehold property the subject of the security constituted by the Security Agreement and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it,

“Power of Attorney” has the meaning provided in Clause 13 (*Power of Attorney*) of the Security Agreement,

“Premises” means all buildings and erections from time to time situated on or forming part of any Mortgaged Property and including all fixtures attached to and/ or forming part of such buildings and erections,

“Receiver” means a receiver or receiver and manager of the whole or any part or parts of the Security Assets,

“Satisfied” means in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties,

“Security” has the meaning given to that term in the Facilities Agreement,

“Security Assets” means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Security Agreement (including, for the avoidance of doubt, any assets subject to an Exclusion) once the Exclusion is satisfied, and

The **“Security Trustee”**, the **“Chargor”**, a **“Borrower”** or the **“Finance Parties”** shall be construed so as to include its or their successors, permitted transferees and permitted assigns, whether immediate or derivative, and, in the case of the Security Trustee, shall include any person for the time being appointed as Security Trustee or as an additional Security Trustee for the purpose of, and in accordance with, the Intercreditor Agreement

Schedule 1

Real Property

| Address | Folio and County | Tenure |
|--|---------------------------|----------------|
| Unit 3, Station Square Retail Park, Cookstown, County Tyrone BT18 8PA | TY79752L County Tyrone | Good leasehold |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2294875
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THE NORTHERN IRISH SECURITY
AGREEMENT DATED 25 SEPTEMBER 2008 AND CREATED BY
CARPETRIGHT PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY 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 XII OF THE COMPANIES ACT 1985 ON THE
7 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 OCTOBER 2008



Companies House
— for the record —

L/C recd.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES