

**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

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

CHFP025

Please do not
write in
this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

00400041

Company number

03875000

Name of company

* OCADO LIMITED (the "Chargor")

Date of creation of the charge

4 August 2006

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

Charge over intellectual property dated 31st July 2006 and made between the Chargor and Lloyds TSB Bank plc (the "Bank") (the "Charge")

Amount secured by the mortgage or charge

See Rider 1

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

Lloyds TSB Bank plc of 25 Gresham Street, London

Postcode EC2V 7HN

Presentor's name address and
reference (if any):

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

aqp/21834253

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



LD4
COMPANIES HOUSE

458
18/08/2006

Short particulars of all the property mortgaged or charged

See Rider 2

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

CMS Cameron M J Hume

Date

18/8/06

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)*

† 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.

Form M395

Company Name: Ocado Limited

Company No. 3875000

Amount secured by the mortgage or charge

RIDER 1

All present and future indebtedness, monies, obligations and liabilities of the Chargor to the Bank under the Charge and each of the other Finance Documents whether actual or contingent, present or future and whether owed jointly or severally (the "**Secured Liabilities**").

Form M395

Company Name: Ocado Limited

Company No. 3875000

Short particulars of all the property mortgaged or charged

RIDER 2

1. Creation of Fixed Security

1.1 The Chargor, as security for the payment, discharge and performance of all the Secured Liabilities, charged to the Bank by way of first fixed charge:

1.1.1 all Rights;

1.1.2 all present and future rights of the Chargor with respect to Rights including, without prejudice to the generality of the foregoing, the following:

(a) any present or future right of the Chargor to sue for damages or any other remedy in respect of any past, present or future infringement or alleged infringement by any person whatsoever of any Rights; and

(b) any present or future right of the Chargor to apply for, prosecute and obtain patent, registered design or any other registration or protection throughout the world in respect of any Rights or any present or future matter relating thereto; and

1.1.3 the Chargor's interests of whatsoever kind in or to any present or future physical, electronic or other materials or media (including, without limitation, manuscripts, drawings, translations, algorithms, calculations, diagrams, computations, designs, source codes, object codes, computer disks and computer programs) constituting, comprising or containing any Specific I.P Assets.

1.2 A reference in the Charge to a charge, assignment or mortgage of any asset includes:

1.2.1 the proceeds of sale of any part of that asset;

1.2.2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that asset or any moneys paid or payable in respect of those covenants.

NOTES

A. The Charge contains the following covenants:

1. Negative Pledge

The Chargor shall not:

1.1 create or permit to subsist any Security Interest on any Security Asset; or

1.2 sell, transfer, grant, licence, factor, discount or otherwise dispose of any Security Asset or permit the same to occur;

- 1.3 enter into any sale or agency agreement, stock financing or other arrangement which has the same economic effect as creating a Security Interest over any Security Assets,
- except where expressly permitted under the Finance Documents or with the prior written consent of the Bank.

B. **Definitions**

In this Form M395:

“Agreed Form”: means at the date of the Facilities Agreement, the form agreed by the Bank and the Chargor, and thereafter the form approved by the Bank.

“Facilities Agreement” means the sterling term loan agreement dated 22 November 2004 made between the Chargor and the Bank as amended and restated on 30th May 2006;

“Finance Documents” means the Facilities Agreement, the Charge, any Subordination Deed, any Hedging Document and any other document designated as such by the Bank and the Chargor;

“Hedging Document” means any document evidencing a hedging transaction pursuant to Clause 20.24 (Hedging) in the Facilities Agreement and entered into between the Chargor and the Bank after 22nd November 2004;

“Intellectual Property” means any and all present and future rights in and to any patents, designs, copyrights, database rights, design rights, inventions, confidential information, know-how, formulas, trade secrets, computer software programs and computer systems, whether registered or unregistered, and all equivalent or similar rights in any jurisdiction together with all applications for registration of and rights to apply for any of the foregoing in any jurisdiction;

“Rights” means the Intellectual Property in the Specific I.P. Assets;

“Security Assets” means all assets of the Chargor which are the subject of any security created by the Charge;

“Security Interest” means any mortgage, charge (fixed or floating), pledge, lien, assignment or hypothecation or any other type of preferential right or arrangement (including set-off, title transfer, title retention and trust arrangements), the economic or commercial effect of which is, in the reasonable opinion of the Bank, similar to conferring security;

“Specific I.P. Assets” all forms of the software (including without limitation in source and object code form) constituting the Ocado delivery management system software used by the Chargor, further particulars of which are set out in Schedule 1, together with all modifications, enhancements, additions, variations, improvements, new releases or versions or any replacements made to them during the subsistence of the Charge;

“Subordination Deed” means any subordination deed entered into between, inter alia, the Chargor, the Bank and any Shareholder in Agreed Form.

Schedule 1

Specific Information

Ocado delivery management system

1. The Chargor's delivery management system assists and manages the activities and performance of the Chargor's delivery team from the point at which the orders leave the warehouse. It fulfils the following functions:
2. automatic allocation of the Chargor's Customer Service Team Members (CSTMs) to delivery routes;
3. daily route reporting, tracking of routes, cancellations and activity on route (but excluding, for the avoidance of doubt, any satellite navigation or route scheduling functions);
4. weekly management accounting on activities whilst out on routes; and
5. provision of a CSTM departure board showing CSTMs which routes they are due to be taking out and the time at which that route will be ready,

and consists of the following:

6. Bespoke business and presentation logic written by the Chargor using Java PHP, HTML, and PL/SQL programming languages plus XML configuration files; and
7. Bespoke database schema written by the Chargor using the Oracle database and Sql Server Tools.

List of Website Software

Configuration Files

```
configuration/prod/applicationContext-resources.xml
configuration/prod/client.properties
configuration/prod/departureboard.xml
configuration/prod/indexapplet.jsp
configuration/prod/log4j.properties
configuration/prod/server01.xml
configuration/prod/server02.xml
Tools/build.xml
WEB-INF/applicationContext-db.xml
WEB-INF/applicationContext-hibernate.xml
WEB-INF/applicationContext-resources.xml
WEB-INF/dwr.xml
WEB-INF/remoting-servlet.xml
WEB-INF/struts-config.xml
WEB-INF/validation.xml
WEB-INF/validator-rules.xml
WEB-INF/web.xml
com/ocado/routing/pojo/CstmMessageIndividual.hbm.xml
com/ocado/routing/pojo/RouteTracking.hbm.xml
WEB-INF/classes/displaytag.properties
WEB-INF/classes/log4j.properties
WEB-INF/classes/messages.properties
WEB-INF/classes/oscache.properties
WEB-INF/client/client.properties
WEB-INF/client/clientContext.xml
```

JSP Files & Images

images/news_icon.png
jsppages/403.jsp
jsppages/404.jsp
jsppages/common.css
jsppages/departureboarddwr.jsp
jsppages/departureboardmeta.jsp
jsppages/error.jsp
jsppages/globalerror.jsp
jsppages/index.jsp
jsppages/indexdwr.jsp
jsppages/indexmeta.jsp
jsppages/jsfunctions.js
jsppages/mainheader.jsp
jsppages/messages.jsp
jsppages/ocado.jpg
jsppages/routing.css
jsppages/validator.jsp

Java Source Files

com/ocado/routing/utils/ConnectionHandler.java
com/ocado/routing/utils/ConnectionManager.java
com/ocado/routing/utils/Constants.java
com/ocado/routing/utils/ConvertUtil.java
com/ocado/routing/utils/CurrencyConverter.java
com/ocado/routing/utils/DateConverter.java
com/ocado/routing/utils/DateUtil.java
com/ocado/routing/utils/StartupListener.java
com/ocado/routing/utils/Validators.java
com/ocado/routing/actions/DepartureBoardAction.java
com/ocado/routing/common/BaseDAOHibernate.java
com/ocado/routing/common/CacheHeaderFilter.java
com/ocado/routing/common/CommonAction.java
com/ocado/routing/common/CommonDAO.java
com/ocado/routing/common/CommonForm.java
com/ocado/routing/common/DepartureBoardApplet.java
com/ocado/routing/common/DepartureBoardDWRRequestHandler.java
com/ocado/routing/common/DepartureBoardRequestHandler.java
com/ocado/routing/common/GZIPFilter.java
com/ocado/routing/common/GZIPResponseStream.java
com/ocado/routing/common/GZIPResponseWrapper.java
com/ocado/routing/common/RoutingServiceImpl.java
com/ocado/routing/common/SniffFilter.java
com/ocado/routing/common/ValueList.java
com/ocado/routing/common/ValueListInfo.java
com/ocado/routing/common/applet/NewsModel.java
com/ocado/routing/common/applet/NewsPanel.java
com/ocado/routing/common/applet/NewsPanelTester.java
com/ocado/routing/common/applet/PagingModel.java
com/ocado/routing/dao/NewsDAO.java
com/ocado/routing/dao/RoutingDAO.java
com/ocado/routing/dao/SafeResultSet.java
com/ocado/routing/dao/jdbc/NewsDAOJdbc.java
com/ocado/routing/dao/jdbc/RoutingDAOJdbc.java
com/ocado/routing/forms/DepartureBoardForm.java
com/ocado/routing/pojo/CstmMessageIndividual.java
com/ocado/routing/pojo/News.java
com/ocado/routing/pojo/RouteTracking.java

CSTM and Printing

Configuration

cstm_assignment_logging.properties
build.xml
php.ini
receipt_summaries_logging.properties
receipt_regenerator_logging.properties
receipts_logging.properties

PHP Pages

cstm/before_cstm_departure/buddyassignment.php
cstm/before_cstm_departure/changerouteassignments.php
cstm/before_cstm_departure/confirmaccept.php
cstm/before_cstm_departure/index.php
cstm/before_cstm_departure/manualrouteassignment.php
cstm/before_cstm_departure/menu.inc
cstm/before_cstm_departure/routeassignment.php
cstm/before_cstm_departure/setcstmasturnaround.php
cstm/before_cstm_departure/toteoverride.php
cstm/cstm_out_and_in/cancellationreversal/cancellationreversal.php
cstm/cstm_out_and_in/index.php
cstm/cstm_out_and_in/menu.inc
cstm/cstm_out_and_in/oddooverride.php
cstm/cstm_out_and_in/oddroutebystatus.php
cstm/cstm_out_and_in/oddroutestatus.php
cstm/cstm_out_and_in/oddstatus.php
cstm/cstm_out_and_in/odduploadfailure.php
cstm/cstm_out_and_in/orderadjustment.php
cstm/cstm_out_and_in/ordercancel.php
cstm/cstm_out_and_in/ordercredit.php
cstm/cstm_out_and_in/routecompletion.php
cstm/future_shift_preparation/index.php
cstm/future_shift_preparation/menu.inc
cstm/future_shift_preparation/preallocateroutes.php
cstm/future_shift_preparation/routeassignmentreport.php
cstm/future_shift_preparation/setcstmorder.php
cstm/future_shift_preparation/setcstmtype.php
cstm/future_shift_preparation/uploadcstmorder.php
cstm/messaging/createnewindividualmessage.php
cstm/messaging/createnewshiftmessage.php
cstm/messaging/index.php
cstm/messaging/menu.inc
cstm/messaging/removefuturemessage.php
cstm/messaging/viewcstmmessages.php
cstm/messaging/viewindividualcstmmessages.php
cstm/messaging/viewmessage.php
cstm/messaging/viewshiftcstmmessages.php
cstm/messaging/viewtodaysshiftcstmmessages.php
cstm/miscellaneous_screens/assigncstms.php
cstm/miscellaneous_screens/assign_shift_managers.php
cstm/miscellaneous_screens/cstmtypesmanagement.php
cstm/miscellaneous_screens/index.php
cstm/miscellaneous_screens/manageorderlevelreasons.php
cstm/miscellaneous_screens/manageroutelevelreasons.php
cstm/miscellaneous_screens/manage_shift_comments.php
cstm/miscellaneous_screens/markrouteasleftsite.php
cstm/miscellaneous_screens/menu.inc
cstm/miscellaneous_screens/news_flash.php
cstm/miscellaneous_screens/processcstmprint.php
cstm/miscellaneous_screens/updatedriverlatlong.php
cstm/paperwork_printing/emailReceipts.php
cstm/paperwork_printing/index.php
cstm/paperwork_printing/menu.inc
cstm/paperwork_printing/printerassignment.php
cstm/paperwork_printing/processcstmmanagerprint.php
cstm/paperwork_printing/processcstmprint.php
cstm/paperwork_printing/receiptprint.php
cstm/paperwork_printing/resetroute.php
cstm/paperwork_printing/unassignedroutesprinting.php

cstm/reports/daily_adjustments.php
 cstm/reports/dailyrouterereport.php
 cstm/reports/dailyrouterereport_management.php
 cstm/reports/datawarehouse_orderreport.php
 cstm/reports/futureorders.php
 cstm/reports/historical_adjustments.php
 cstm/reports/historical_cancels.php
 cstm/reports/historical_cancelsnew.php
 cstm/reports/index.php
 cstm/reports/menu.inc
 cstm/reports/non_handheld_routes.php
 cstm/reports/orderreport.php
 cstm/reports/order_tracking_cancels.php
 cstm/reports/routepostcodereport.php
 cstm/reports/scratchordersday.php
 cstm/reports/temperature_report.php
 cstm/index.php
 cstm/menu.inc
 classes/configuration.inc
 classes/cstm_finance.inc
 classes/cstmutils.inc
 classes/dailyrouterereportcolouring.inc
 classes/dailyrouterereportutils.inc
 classes/dateutils.inc
 classes/db.inc
 classes/filestructure.inc
 classes/gmt.inc
 classes/housekeeping.inc
 classes/htmlmimemail.php
 classes/htmlobject.inc
 classes/htmlpage.inc
 classes/ldaputils.inc
 classes/loggingobject.inc
 classes/mimepart.php
 classes/mysql.inc
 classes/new_htmlobject.inc
 classes/new_htmlobject_2.inc
 classes/newmysql.inc
 classes/neworacledb.inc
 classes/newsqserverdb.inc
 classes/oncall.inc
 classes/oracledb.inc
 classes/rfc822.php
 classes/routingclass.inc
 classes/samplecampaignutils.inc
 classes/securehtmlpage.inc
 classes/smtp.php
 classes/stringutils.inc
 common/arrivals.css
 common/blueberry.css
 common/common.css
 common/courgette.css
 common/globals.inc
 common/greenapple.css
 common/greenolive.css
 common/omd-handheld.css
 common/omd-intranet.css
 common/onionskin.css
 common/redcabbage.css
 common/sample.html
 common/screenutils.js
 common/strawberry.css
 common/tangerine.css
 omd_admin/miscellaneous_configuration/reports/dailyrouterereport_layout_assigner.php
 omd_admin/miscellaneous_configuration/reports/dailyrouterereport_layout_manager.php
 omd_admin/miscellaneous_configuration/reports/index.php
 omd-ops_processes/maintainprinters.php
 omd-ops_processes/cstmstationprintermanagement.php

com/ocado/omd/utils/FopController.java
com/ocado/omd/utils/JDBCHelper.java
com/ocado/omd/utils/JNDINames.java
com/ocado/omd/utils/LoggingHelper.java
com/ocado/omd/utils/LogisticsException.java
com/ocado/omd/utils/PerformanceTimer.java
com/ocado/omd/utils/PrintManager.java
com/ocado/omd/utils/QuickSort.java
com/ocado/omd/utils/Status.java
com/ocado/omd/utils/StringUtils.java
com/ocado/omd/utils/ToteManager.java
com/ocado/omd/utils/XMLNode.java
com/ocado/omd/utils/XMLUtils.java
com/ocado/omd/om/CSTMAssignmentManager.java
com/ocado/omd/om/RouteAssignmentManager.java
com/ocado/omd/om/exception/BatchProcessException.java
com/ocado/omd/printing/CancelledOrder.java
com/ocado/omd/printing/CSTMMessage.java
com/ocado/omd/printing/PrintingUtils.java
com/ocado/omd/printing/ReceiptEmailHelper.java
com/ocado/omd/printing/ReceiptRegenerator.java
com/ocado/omd/printing/Receipts.java
com/ocado/omd/printing/ReceiptSummary.java
com/ocado/omd/printing/RouteSummary.java
com/ocado/omd/printing/ShiftSummary.java
com/ocado/omd/printing/ShortRouteSummary.java
com/ocado/omd/printing/ToteSummary.java
com/ocado/omd/printing/dao/DAOManager.java
com/ocado/omd/printing/dao/DocumentRequestDAO.java
com/ocado/omd/printing/dao/jdbc/DocumentRequestDAOJdbc.java
com/ocado/omd/printing/dao/pojo/DocumentRequest.java
com/ocado/omd/scratch/Order.java

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03875000

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER INTELLECTUAL PROPERTY DATED 31ST JULY 2006 DATED THE 4th AUGUST 2006 AND CREATED BY OCADO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC 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 18th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd AUGUST 2006.

P. Q



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES