

# MG01

## Particulars of a mortgage or charge



**iris**  
LASERFORM

262474/377

**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



**What this form is NOT for**

You cannot use this form to particulars of a charge for a company. To do this, please form MG01s

SATURDAY



A15 \*ATR4NSR4\* 55  
26/03/2011  
COMPANIES HOUSE

**1**

**Company details**

Company number 0 6 2 5 8 5 6 0

Company name in full HEART DISTRIBUTION LIMITED

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 d1 d8 m0 m3 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

Debenture

**4**

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

As specified in the continuation page to this form

**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

#### Continuation page

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

Name Lloyds TSB Bank plc (in its capacity as Security Trustee)

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

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

As specified in the continuation page to this form

# 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

*Executive 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 **Patrick Davis**

Company name **Eversheds LLP**

Address **115 Colmore Row**

Post town **Birmingham**

County/Region

Postcode **B 3 3 A L**

Country

DX **DX 13004 Birmingham**

Telephone **0845 497 9797**



### 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

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Short particulars

The amount secured by the Debenture is 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 and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents, together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**") PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Debenture (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act.

All capitalised terms used in this form are defined in the Appendix to this form.

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### Fixed charges

1. The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Security Trustee the following assets:
  - 1.1 by way of first legal mortgage, all its Property (if any) identified in Schedule 4 (*Details of Property*) to the Debenture (as described in Schedule 3 to these continuation pages);
  - 1.2 by way of first fixed charge:
    - (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under clause 3.1.1 of the Debenture (as described at paragraph 1.1 above));
    - (b) any other rights, title or interest of the Chargor in Property, wherever situated; and
    - (c) all Associated Rights in relation to its Property,
  - 1.3 by way of first fixed charge:
    - (a) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under clauses 3.1.1 or 3.1.2 of the Debenture (as described at paragraphs 1.1 and 1.2 above)); and
    - (b) all Associated Rights in relation to such Designated Chattels,
  - 1.4 by way of first fixed charge:
    - (a) all chattels of the same description or categorisation as any of the Designated Chattels at the date of the Debenture or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under clauses 3.1.1, 3.1.2 or 3.1.3 of the Debenture (as described at paragraphs 1.1, 1.2 and 1.3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress);
    - (b) its rights, title or interest in any chattel at the date of the Debenture or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of clause 3.1.4 of the Debenture (as described at paragraph (a) above of this paragraph 1.4); and

## MG01 - continuation page

Particulars of a mortgage or charge

6

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

Please give us the short particulars of the property mortgaged or charged

Short particulars

- (c) the benefit of all Associated Rights relating to any chattel validly charged by clause 3 1.4 of the Debenture (as described in this paragraph 1.4);
- 1.5 by way of first fixed charge:
- (a) the Shares (if any) listed in Schedule 4 (*Shares*) of the Debenture (as described in Schedule 4 to these continuation pages); and
- (b) the Distribution Rights (if any) from time to time accruing to or on such Shares,
- 1.6 by way of first fixed charge:
- (a) all Investments (but not including Shares which are subject to a valid fixed charge under clause 3.1.5 of the Debenture (as described at paragraph 1 5 above)); and
- (b) all Distribution Rights from time to time accruing to or on such Investments;
- 1.7 to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to clause 3.2.3 of the Debenture (as described at paragraph 2.3 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either at the date of the Debenture or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);
- 1.8 by way of first fixed charge:
- (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor; and
- (b) all rights and claims of whatever nature of the Chargor at the date of the Debenture, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- 1.9 by way of first fixed charge, all of the Specified Bank Balances;
- 1 10 by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under clause 3 1 9 of the Debenture (as described at paragraph 1.9 above));

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 1.11 to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to clause 3.2.4 of the Debenture (as described at paragraph 2.4 below), by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest),
- 1.12 to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to clauses 3.2.1 or 3.2.5 respectively of the Debenture (as described at paragraphs 2.1 and 2.5 respectively below) but are capable of being effectively charged, by way of first fixed charge
- (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets; and
- (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations;
- 1.13 to the extent that they do not fall within any other provision of clause 3.1 of the Debenture and are not effectively assigned under clause 3.2.2 of the Debenture (as described in paragraph 2.2 below), by way of first fixed charge all of its rights under each agreement or document to which the Chargor is a party,
- 1.14 by way of first fixed charge, all the goodwill and uncalled capital of the Chargor; and
- 1.15 by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture.

### Assignments by way of security

2. As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely to the Security Trustee all (if any) its rights, title and interest in and to the following assets:
- 2.1 all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;
- 2.2 the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;



# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 2.3 the Insurances and the benefit of all Insurance Proceeds of the Chargor,
- 2.4 the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Lender; and
- 2.5 any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to clause 3.1 (*Fixed charges*) of the Debenture (as described at paragraph 1 above) or valid assignment pursuant to clauses 3.2.1 to 3.2.4 of the Debenture (as described at paragraphs 2.1 to 2.4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.

### Floating charge

3. As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Chargor charged in favour of the Security Trustee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future.

The floating charge above is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Security Documents in favour of the Lender as security for the Secured Obligations.

### Conversion into fixed charge

- 3.1 By virtue of clause 3.6 of the Debenture (*Conversion of Floating Charge*), the Security Trustee may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:
- 3.1.1 an Event of Default has occurred which is continuing; or
- 3.1.2 the Security Trustee is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor.

# MG01 - continuation page

## Particulars of a mortgage or charge

6

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

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 3.2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Trustee shall require.

#### Automatic conversion of floating charge

- 3.3 In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above)

3 3 1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Trustee; or

3 3.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of such Chargor.

#### General

4. The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding
5. All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
6. Clauses 3 1.2 to 3 1.15 of the Debenture (as described at paragraphs 1.2 to 1.15 above) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.

7. The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule (as described in the Schedules attached to these continuation pages) shall not affect the validity or enforceability of the charges created by the Debenture.

### Control of monies received

8. The Chargor will collect (as agent for the Security Trustee) all Charged Debts and pay into such specially designated account with the Security Trustee or such other account with such other bank as the Security Trustee may from time to time direct all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Security Trustee.
9. The Chargor will not, without the prior written consent of the Security Trustee, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so.

### Restrictions applicable to Charged Contracts

10. The Chargor will perform all its obligations under the Charged Contracts in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts, nor waive any of its rights under the Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, with the prior written consent of the Lender and will promptly inform the Lender of any material disputes relating to the Charged Contracts

### Restrictions on charges and disposals (Negative Pledge)

11. During the Security Period, the Chargor shall not create, extend or permit to subsist any Security over any of the Secured Assets; nor may it:
- (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any Obligor,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts;

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

or (d) enter into any preferential arrangement, having a similar effect to any of the arrangements or transactions previously described in clause 5.1 of the Debenture (as described in this paragraph 11), in any case 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.

12. Clause 5.1 of the Debenture (as described in paragraph 11 above) does not apply to any Security which is Permitted Security or a Permitted Transaction

### Definitions

- 13 All capitalised terms used in this form are defined in the Appendix to this form

### Schedule 1 (Specified Bank Balances)

The Debenture does not specify any Specified Bank Balances relating to the Chargor.

### Schedule 2 (Charged Contracts)

[The Debenture does not specify any Charged Contracts relating to the Chargor]

### Schedule 3 (Details of Property)

Details of Property	Registered/Unregistered	Freehold/Leasehold	Proprietor
202-204 Bocking Lane Sheffield Yorkshire S8 7BP	SYK442196	Leasehold	Glade Garland Limited
652 Stannington Road Sheffield Yorkshire S6 6AE	SYK553002	Freehold	Glade Garland Limited
3 Elmtion Road and land on the east side of 5 Elmtion Road	DY97330 and DY379731	Freehold	Glade Garland Limited
24 and 26 Sandygate Road	SYK318905	Freehold	Glade Garland Limited

**MG01 - continuation page**  
Particulars of a mortgage or charge

**6**

**Short particulars of all the property mortgaged or charged**

Please give us the short particulars of the property mortgaged or charged

Short particulars

Details of Property	Registered/Unregistered	Freehold/Leasehold	Proprietor
and 1-3 Court 2 Benty Lane, Sheffield			
Grantham Road Sleaford Lincolnshire NG3 7NB	LL144116	Freehold	Glade Garland Limited
Spar Store Smithfield Street Dolgellau	WA856699	Freehold	Glade Garland Limited
Glanogwen Stores Ogwen Terrace Bethesda Bangor	WA865015	Freehold	Glade Garland Limited
7 North Street Crowland Peterborough PE6 0EG	LL103422	Freehold	Glade Garland Limited
2 Norwich Road Lingwood	NK261559	Freehold	Glade Garland Limited
85 Earlsgate Winterton DN15 9SS	HS156640	Freehold	Glade Garland Limited
Land adjoining Llanberis, Town Road, Tetney	LL129928	Freehold	Glade Garland Limited
Buildings on Station Road, Docking, Norfolk	NK87258	Freehold	Glade Garland Limited
4 and 5 Church View Bodelwyddan Rhyl LL18 5TF	CYM7140 and WA416644	Freehold	Glade Garland Limited
Pegasus Filling Station Coventry Road Market Harborough	LT328194	Freehold	Glade Garland Limited

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Details of Property	Registered/Unregistered	Freehold/Leasehold	Proprietor
7/9 & 20A Westgate Street Blakeney Norfolk NR25 7NQ	NK302203	Freehold	Glade Garland Limited
Barningham Village Stores and Post Office 1 Church Road Barningham Suffolk	SK173968	Freehold	Glade Garland Limited
Post Office and Stores Towyn Road Towyn Abergele	WA594450	Freehold	Glade Garland Limited
16 Church Street Chirk Wrexham LL14 5HA	CYM394532	Freehold	Glade Garland Limited
Land lying to the north west of Wolverhampton Road West Bentley	WM315276 and WM809668	Freehold	Glade Garland Limited
67 Green Arbour Road Thurcroft Rotherham S66 9DD	SYK54020	Freehold	Glade Garland Limited
65 High Street Much Wenlock TF13 6AE	SL55471	Freehold	Glade Garland Limited
7a Stafford Street Brewood Staffordshire	SF311397	Freehold	Glade Garland Limited
38/39 Long Bridge Street Llanidloes	WA632798	Freehold	Glade Garland Limited

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

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Short particulars

Details of Property	Registered/Unregistered	Freehold/Leasehold	Proprietor
26 High Street Prestatyn Denbighshire	CYM66771	Freehold	Glade Garland Limited
Garden City Post Office Welsh Road Garden City CH5 2HU	WA632578 and WA582202	Freehold	Glade Garland Limited
143 Long Lane Upton-by-Chester CH2 1JF	CH328415	Freehold	Glade Garland Limited
Land and buildings on the west side of Rhos Ddu Road, Rhossdu, Wrexham	WA764402	Freehold	Glade Garland Limited
Land lying to the west side of High Street, Llanberis, Caernarfon	WA601505	Freehold	Glade Garland Limited
Spar Store Lon Goch Amlwch	WA635279	Freehold	Glade Garland Limited
93/95 High Street Portmadog	WA577496	Freehold	Glade Garland Limited
79 Louth Road, Holton Le Clay, DN36 5AA	LL322524	Freehold	Glade Garland Limited
37-39 Colwyn Avenue Rhos on Sea Colwyn Bay LL28 4RB	CYM184109	Freehold	Glade Garland Limited
Coed Mawr Village Road Llanfairechan LL33 0NH	WA741086	Freehold	Glade Garland Limited
Supermarket Howe Lane Goxhill	HS136686	Freehold	Glade Garland Limited

# MG01 - continuation page

## Particulars of a mortgage or charge

6

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Short particulars

Details of Property	Registered/Unregistered	Freehold/Leasehold	Proprietor
Barrow-Upon-Humber DN19 7JD			
52-56 Vicars Cross Chester CH3 5LB	CH273601	Freehold	Glade Garland Limited
55 Station Road Queensferry Clwyd	WA654584	Freehold	Glade Garland Limited
New Market Square Blaenau Ffestiniog LL41 3HW	WA743854	Freehold	Glade Garland Limited
Bala Road Dolgellau LL40 2YF	WA602950	Freehold	Glade Garland Limited
Land at buildings on east side of Cargo Fleet Lane, East Middlesborough Industrial Estate, Middlesborough	CE76751	Freehold	Glade Garland Limited



# MG01 - continuation page

Particulars of a mortgage or charge

6

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Please give us the short particulars of the property mortgaged or charged

Short particulars

Details of Property	Registered/Unregistered	Freehold/Leasehold	Proprietor
Lorry Park, Long Acre Industrial Estate Willenhall Wolverhampton	WM582019	Freehold	Glade Garland Limited
Jackson Place Wilton Road Industrial Estate Humberstone Lincolnshire	HS198691	Freehold	Glade Garland Limited
Coxwell Avenue Cash & Carry, Wolverhampton Science Park Wolverhampton WV10 9RT	WM770950	Leasehold	Glade Garland Limited
Unit 5, Hilton Cross Business Park Staffordshire WV10 7QZ	SF537723	Freehold	Glade Garland Limited
15 High Street Conwy LL32 8DE	CYM467455	Leasehold	A F Blakemore and Son Limited
8-10 Strelley Road Aspley Nottingham NG8 3AP	NT393686	Leasehold	A F Blakemore and Son Limited
Site Number BT1/243 Team Valley Trading Estate Gateshead Tyne and Wear	TY212980	Leasehold	Glade Garland Limited

### Schedule 4 (Shares)

Name of owning Chargor	Name of Subsidiary or other Company	Company number	Number and Class of Shares (and where held)
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# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

			by nominees, names of nominees)
AF Blakemore and Son Ltd	Glade Garland Limited	01393723	800 Ordinary Shares
AF Blakemore and Son Ltd	Tates Limited	00149518	1,006,151 Ordinary Shares
AF Blakemore and Son Ltd	Complete Shopfitting Limited	02448800	2 Ordinary Shares
AF Blakemore and Son Ltd	Blakemore Cash & Carry Limited	01592719	2 Ordinary Shares
AF Blakemore and Son Ltd	Blakemore Distribution Limited	02735363	2 Ordinary Shares
AF Blakemore and Son Ltd	Blakemore Food Service Limited	01975707	2 Ordinary Shares
AF Blakemore and Son Ltd	Blakemore Freshfoods Limited	03960293	150,000 Ordinary Shares
AF Blakemore and Son Ltd	Blakemore Retail Limited	01718303	2 Ordinary Shares
AF Blakemore and Son Ltd	Tyne Tees (Cash & Carry) Limited	01524522	50,001 Ordinary Shares
AF Blakemore and Son Ltd	John Edwards (Daliadau) Limited	01411881	78,900 Ordinary Shares
AF Blakemore and Son Ltd	Blakemore Logistics Limited	03978961	75,000 Ordinary Shares
AF Blakemore and Son Ltd	Heart Distribution Limited	06258560	1 Ordinary Share
AF Blakemore and Son Ltd	I.G Mogford and Sons Limited	01431693	100 Ordinary Shares
AF Blakemore and Son Ltd	Capper & Co Limited	00205899	65,629 Ordinary Shares
Tates Limited	Lords (Haymarket)	03733030	100 Ordinary

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

	Limited		Shares
Tates Limited	Hill's Home Supplies Limited	04523665	200 Ordinary Shares
Tates Limited	SPAR St Olaves Limited	04675154	1,000 Ordinary Shares
John Edwards (Daliadau) Limited	John Edwards (Wholesale Grocers) Limited	00380993	60,600 New Ordinary Shares
John Edwards (Daliadau) Limited	North Wales Cash & Carry Co. Limited	00913809	2,530 Ordinary Shares

## Schedule 5 (Designated Chattels)

The Debenture does not specify any Designated Chattels relating to the Chargor.

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### APPENDIX

#### DEFINITIONS AND CONSTRUCTION

##### Definitions

In this form and its Appendices the following definitions apply

**"Associated Rights"** means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset but excluding the Excluded Disposal Proceeds.

**"Authorisation"** has the meaning set out in the Facilities Agreement.

**"Bank Balances"** means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts

**"Charged Contracts"** means those contracts (if any) brief particulars of which are set out in Schedule 3 (*Charged Contracts*) of the Debenture in respect of the Chargor (as described in Schedule 2 to the continuation pages to this form)

**"Charged Debts"** means all book and other debts and all other rights and claims charged to the Security Trustee pursuant to clause 3.1 8 of the Debenture (as described at paragraph 1.8 of the continuation pages to this form).

**"Companies Act"** means the Companies Act 2006

**"Derivative Payment"** means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

**"Designated Chattels"** means the plant, machinery, equipment, vehicles, and other chattels (if any) owned by the Chargor and listed in Schedule 6 (*Designated Chattels*) to the Debenture (as described at Schedule 5 to the continuation pages to this form) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels.

**"Discharge Date"** means the date with effect from which the Security Trustee confirms to the First Chargor that all the Secured Obligations have been

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled

**"Distribution Rights"** means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

**"Dividends"** means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

**"Event of Default"** means the occurrence of any of the events or circumstances set out in clause 25 (*Events of default*) of the Facilities Agreement

**"Excluded Disposal Proceeds"** has the meaning set out in the Facilities Agreement

**"Facilities Agreement"** means a senior facilities agreement dated the same date as the Debenture and made between (1) A.F. Blakemore and Son Limited as Parent, (2) the companies listed in part 1 of schedule 1 as Original Borrowers, (3) the companies listed in part 1 of schedule 1 as Original Guarantors, (4) Lloyds TSB Bank plc and Barclays Corporate as Mandated Lead Arrangers, (5) the financial institutions listed in part II and part III of schedule 1 as Original Lenders, (6) Lloyds TSB Bank plc as Agent, (7) Lloyds TSB Bank plc as Security Trustee (8) the persons listed in part III of schedule 1 as Original Hedge Counterparties, (9) Lloyds TSB Bank plc as Overdraft Lender and (10) Barclays Bank PLC as Overdraft Indemnity Provider

**"Finance Documents"** has the meaning set out in the Facilities Agreement and **"Finance Document"** shall mean any one of them.

**"Financial Indebtedness"** has the meaning set out in the Facilities Agreement

**"First Chargor"** means A.F. Blakemore and Son Limited (a company incorporated in England and Wales with company number 00391135).

**"Floating Charge Assets"** means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

**"Group"** has the meaning set out in the Facilities Agreement.

**"Insurance Proceeds"** means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing.

**"Insurances"** means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

**"Intellectual Property"** has the meaning set out in the Facilities Agreement.

**"Investment"** means, in respect of the Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) at the date of the Debenture or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system

**"Obligor"** has the meaning set out in the Facilities Agreement

**"Permitted Security"** has the meaning set out in the Facilities Agreement

**"Permitted Transaction"** has the meaning set out in the Facilities Agreement.

**"Property"** means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property

**"Real Property"** means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

**"Secured Assets"** means the assets the subject of any Security created by the Debenture.

**"Secured Obligations"** has the meaning given to it in section 4 of this form

**"Secured Parties"** has the meaning set out in the Facilities Agreement (and each a **"Secured Party"**)

**"Security"** has the meaning set out in the Facilities Agreement.

**"Security Period"** means the period beginning on the date of the Debenture and ending on the Discharge Date.

## MG01 - continuation page

Particulars of a mortgage or charge

6

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

Please give us the short particulars of the property mortgaged or charged

Short particulars

**"Security Trustee"** means Lloyds TSB Bank Plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Finance Documents, or such other or additional trustee or trustees as may from time to time be appointed in that capacity in accordance with the Finance Documents.

**"Shares"** means (in relation to the Chargor) all shares (if any) specified in Schedule 5 (*Shares*) to the Debenture (as described in Schedule 4 to the continuation page to this form) and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities at the date of the Debenture or in the future owned by the Chargor from time to time, or any in which it has an interest.

**"Specified Bank Balances"** means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*) to the Debenture (as described in Schedule 1 to the continuation page to this form), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

**"Subsidiary"** has the meaning set out in the Facilities Agreement

**"Transaction Security Documents"** has the meaning set out in the Facilities Agreement.



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

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

**COMPANY NO. 6258560  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 MARCH  
2011 AND CREATED BY HEART DISTRIBUTION LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR AND EACH GRANTOR OF SECURITY TO THE  
SECURED PARTIES (OR ANY OF THEM) 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 26 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 MARCH 2011

