

# MG01

588739/130



## Particulars of a mortgage or charge

**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

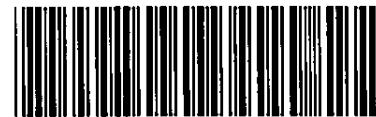
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



### What this form is NOT for

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

TUESDAY



\*AXH015G\*

A08

09/03/2010

378

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<div>2</div> <div>For official use</div>
Company number	0 6 6 6 8 6 1 1	<p>→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>
Company name in full	Jadegrow Limited (the " <b>Chargor</b> ")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d0 d2 m0 m3 y2 y0 y1 y0	
<b>3</b>	<b>Description</b>	
	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 (the " <b>Deed</b> ") dated 2 March 2010 executed by the Chargor in favour of Alliance & Leicester plc as security trustee for each Group Member (as defined in section 4 below) (the " <b>Lender</b> ")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>1. The Chargor covenants with the Lender (as security trustee for the Group Members (as defined below)) that it will on demand pay all moneys and discharge all liabilities as at the date of the Deed or thereafter due, owing or incurred by it to the Group Members (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it; denominated in sterling or in any other currency; or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission,</p> <p>(cont...)</p>	
		<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>

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## Particulars of a mortgage or charge

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### 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

Alliance &amp; Leicester plc

Address

298 Deansgate

Manchester

Postcode

M 3 4 H H

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. The Chargor charges to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future;

(a) by way of legal mortgage:

(i) all the property described in schedule 1 to the Deed, being the freehold property known as land and buildings on the south side of Brook Street, Welshpool SY21 7NJ registered at the Land Registry under title number WA756577; and

(ii) all estates or interests in any freehold, leasehold or commonhold property in England and Wales as at the date of the Deed belonging to the Chargor;

(b) by way of fixed charge:

(i) (to the extent that they are not the subject of an effective mortgage under paragraph 1(a) above) all estates or interests in any freehold, leasehold or commonhold property in England and Wales as at the date of the Deed or thereafter belonging to the Chargor;

(ii) all other interests belonging to it in or over land or the proceeds of sale of land and all licences as at the date of the Deed or in the future held by it to enter on or use land;

(iii) the benefit of all other agreements relating to each Property (as defined below) to which it is or may become a party or otherwise entitled;

(cont...)

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## Particulars of a mortgage or charge

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### 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

None.

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### 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 866)

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 870) 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)

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### Signature

Please sign the form here

Signature

Signature

X  X

FOR AND ON BEHALF OF PANPHONE LTD

8 MARCH 2010

This form must be signed by a person with an interest in the registration of the charge

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## 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 R. Fawke

Company name Pannone LLP

Address 123 Deansgate

Post town Manchester

County/Region

Postcode M 3 2 B U

Country

DX 14314 Manchester 1

Telephone 0161 909 3000



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

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### Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor;</p> <p>2. If the Chargor fails to pay any amount payable by it under the Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate (as defined below). Such interest (if unpaid) shall be compounded monthly; and</p> <p>3. In this form MG01, the following terms have the following meanings:</p> <p><b>"Default Rate"</b> means the highest rate of interest referred to in the Finance Documents;</p> <p><b>"Finance Documents"</b> means the documents governing the terms of the Secured Liabilities;</p> <p><b>"Group"</b> means Abbey National plc (registered number 2294747) and its Subsidiaries for the time being;</p> <p><b>"Group Member"</b> means each member of the Group;</p> <p><b>"Secured Liabilities"</b> means all moneys obligations and liabilities covenanted to be paid or discharged under or pursuant to paragraphs 1 and 2 above; and</p> <p><b>"Subsidiary"</b> means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(iv) all plant, machinery and equipment owned by the Chargor and its interest in any plant, machinery and equipment in its possession;</p> <p>(v) its rights under the appointment of any managing agent of any of the Properties;</p> <p>(vi) all its rights, title and interest in the Insurances (as defined below);</p> <p>(vii) its Investments (as defined below) together with all Related Rights (as defined below);</p> <p>(viii) all its Intellectual Property (as defined below);</p> <p>(ix) the amount from time to time standing to the credit of any Account (as defined below);</p> <p>(x) all of its book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security (as defined below), Collateral Instruments (as defined below) and other rights relating to any of the foregoing;</p> <p>(xi) all its goodwill and uncalled capital;</p> <p>(xii) the benefit of all Authorisations (as defined below) held in connection with its business or the use of any of the Charged Assets (as defined below) and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets; and</p> <p>(xiii) if and in so far as any assignment pursuant to paragraph 2 below shall for any reason be ineffective as an assignment, the assets referred to in that paragraph;</p> <p>2. The Chargor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to:</p> <p>(a) the Rental Income (as defined below) and all the Chargor's other rights, title and interest under each Occupational Lease (as defined below); and</p> <p>(b) any Hedging Agreement (as defined below).</p> <p>On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of the Chargor, reassign the Charged Assets referred to in this paragraph 2 to the Chargor or as it may direct;</p> <p>3. The Chargor charges to the Lender as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to paragraph 1 above or assigned pursuant to paragraph 2 above;</p> <p>4. The charges and assignments created by the Deed:</p> <p>(a) rank as first charges or assignments; and</p> <p>(b) are given with full title guarantee;</p> <p>5. The Deed contains a qualifying floating charge and paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph 3 above;</p> <p style="text-align: right;">(cont...)</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 365 1053 394">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 421 1501 479">6. The Lender may by notice to the Chargor convert the floating charge created by the Deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice if:</p> <ul style="list-style-type: none"> <li data-bbox="331 512 1027 542">(a) an Event of Default (as defined below) is continuing; or</li> <li data-bbox="331 575 1461 633">(b) the Lender considers those assets to be in danger of being seized or sold under any form or distress, attachment, execution, sequestration or other process or to be otherwise in jeopardy;</li> </ul> <p data-bbox="331 667 1339 696">7. If, without the prior written consent of the Lender or as permitted under the Deed:</p> <ul style="list-style-type: none"> <li data-bbox="331 730 1466 824">(a) the Chargor creates any Security (whether by way of fixed or floating Security) over, or otherwise encumbers, any of the Charged Assets subject to a floating charge under the Deed or attempts to do so;</li> <li data-bbox="331 857 1519 916">(b) any person levies or attempts to levy any distress, attachment, execution, sequestration or other process against any of the Charged Assets; or</li> <li data-bbox="331 949 1394 1008">(c) any action, proceedings, procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,</li> </ul> <p data-bbox="331 1041 1519 1099">the floating charge created by the Deed over such of the Charged Assets shall automatically without notice operate and have effect as a fixed charge instantly such event occurs;</p> <p data-bbox="331 1133 1453 1191">8. Pursuant to the provisions of the Deed, the Chargor shall not create or permit to subsist any Security over any of its assets, other than Permitted Security (as defined below);</p> <p data-bbox="331 1225 1034 1254">9. Pursuant to the provisions of the Deed, the Chargor will:</p> <ul style="list-style-type: none"> <li data-bbox="331 1288 1506 1382">(a) collect in the ordinary course of its business and pay into an Account specified by the Lender all Rental Income and all other amounts received by it and hold the proceeds of such Rental Income and all other amounts received by it (until payment into such Account) on trust for the Lender;</li> <li data-bbox="331 1415 1382 1509">(b) not, without the prior written consent of the Lender: <ul style="list-style-type: none"> <li data-bbox="331 1449 1230 1478">(i) set off, vary, postpone or release any of the Debts (as defined below); or</li> <li data-bbox="331 1480 1382 1509">(ii) do or omit to do anything which may delay or prejudice the full recovery of any Debt;</li> </ul> </li> </ul> <p data-bbox="331 1543 837 1572">10. Pursuant to the provisions of the Deed:</p> <ul style="list-style-type: none"> <li data-bbox="331 1606 1525 1700">(a) the Chargor will inform the Lender immediately on contracting to purchase any estate or interest in any property and will supply the Lender with such details of any such purchase as the Lender may from time to time reasonably require; and</li> <li data-bbox="331 1733 1501 1854">(b) the Chargor will, on demand by the Lender and at the cost of the Chargor, execute and deliver to the Lender a legal mortgage (or equivalent security in the relevant jurisdiction) in favour of the Lender over any property which becomes vested in it after the date of the Deed in form and substance satisfactory to the Lender;</li> </ul>

(cont...)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>11. Pursuant to the provisions of the Deed:</p> <p>(a) the Chargor will not without the prior written consent of the Lender, (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets (other than Floating Charge Assets (as defined below)) or agree to do so;</p> <p>(b) the Chargor shall not dispose of any Floating Charge Assets other than in the ordinary course of its business; and</p> <p>(c) the Chargor will not, other than permitted in the Finance Documents, exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA (as defined below) or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same;</p> <p>12. Pursuant to the provisions of the Deed, the Chargor shall, if and when required by the Lender;</p> <p>(a) execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by the Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same; and</p> <p>(b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon such labels, signs, memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to the Deed;</p> <p>13. At any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may, without further notice and whether or not a Receiver (as defined below) shall have been appointed, exercise all the powers conferred on mortgagees by the LPA, as varied or extended by the Deed, and all the powers and discretions conferred by the Deed on a Receiver either expressly or by reference;</p> <p>14. Pursuant to the provisions of the Deed:</p> <p>(a) if the Lender receives notice of any subsequent Security affecting the Charged Assets or any part thereof, the Lender may open a new account for the Chargor; and</p> <p>(b) if it does not open a new account then, unless the Lender gives express written notice to the contrary to the Chargor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities outstanding at the time when it received such notice;</p> <p>15. Pursuant to the provisions of the Deed, the Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient without the need to observe any of the provisions of sections 99 and 100 of the LPA;</p> <p style="text-align: right;">(cont. .)</p>	



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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>16. Sections 93 and 103 of the LPA do not apply to the security constituted by the Deed;</p> <p>17. At any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Charged Assets or any part thereof; and</p> <p>18. In this form MG01, the following terms shall have the following meanings:</p> <p><b>"Accounts"</b> mean any account of the Chargor with any bank, financial institution or other person;</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing or registration;</p> <p><b>"Charged Assets"</b> means all the undertaking, property and assets of the Chargor described in paragraphs 1 to 3 (inclusive) above including any part thereof and any interest therein;</p> <p><b>"Collateral Instruments"</b> means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person;</p> <p><b>"Debts"</b> means the assets of the Chargor described in paragraph 1(b)(x) above;</p> <p><b>"Event of Default"</b> means any event or circumstance specified as an event of default (howsoever described) in the Finance Documents;</p> <p><b>"Floating Charge Assets"</b> means the assets of the Chargor described in paragraph 3 above;</p> <p><b>"Hedging Agreement"</b> means an agreement or instrument entered into by the Chargor in order to hedge its exposure to fluctuations in exchange or interest rates and any other instrument evidencing a futures or treasury transaction;</p> <p><b>"Insurances"</b> means all contracts or policies of insurance in which the Chargor has an interest;</p> <p><b>"Intellectual Property"</b> means:</p> <p>(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; and</p> <p>(b) the benefit of all applications and rights to use such assets of the Chargor;</p> <p><b>"Investments"</b> means any shares, stocks, debenture security, securities, bonds and investments of any type 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, and as defined in Part II of Schedule 2 of 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;</p> <p style="text-align: right;">(cont...)</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>"LPA"</b> means the Law of Property Act 1925;</p> <p><b>"Occupational Lease"</b> means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor;</p> <p><b>"Permitted Security"</b> means:</p> <p>(a) any Security granted in favour of the Lender;</p> <p>(b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor;</p> <p>(c) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;</p> <p>(d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor; or</p> <p>(e) any Security permitted by the Lender in writing;</p> <p><b>"Properties"</b> means the assets of the Chargor described in paragraphs 1(a) and 1(b)(i) above as at the date of the Deed or thereafter vested in the Chargor together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property (each a <b>"Property"</b>);</p> <p><b>"Receiver"</b> means any one or more receivers and/or managers appointed by the Lender pursuant to the Deed in respect of the Chargor or over all or any of the Charged Assets;</p> <p><b>"Related Rights"</b> means in respect of any Investment:</p> <p>(a) all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise);</p> <p>(b) all shares, investments or other assets derived from that Investment; and</p> <p>(c) all rights derived from or incidental to that Investment;</p> <p><b>"Rental Income"</b> means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property; and</p> <p><b>"Security"</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p>



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

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

COMPANY NO. 6668611  
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 MARCH  
2010 AND CREATED BY JADEGROW LTD FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
ALLIANCE & LEICESTER PLC AS SECURITY TRUSTEE FOR THE  
GROUP MEMBERS 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 9 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2010

*Ox. Seb.*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES