

MG01

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**
You cannot use
particulars of a
company To c
form MG01s

TUESDAY



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24/01/2012

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COMPANIES HOUSE

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at
e gov uk

1 Company details

Company number 0 7 7 3 2 7 8 4

Company name in full EXTRA, STARBUCKS COFFEE, MCDONALD'S, MARKS &
SPENCER MSA OPERATIONS LTD (the "Chargor")

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 d2 d3 m0 m1 y2 y0 y1 y2

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 between (1) the Chargor and (2) The Royal Bank of Scotland plc
(the "Security Agent") (the "Deed").

4 Amount secured

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

Amount secured 10
All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of the Chargor to the Secured
Parties (as defined below) (or any of them) under
or pursuant to any Finance Document (as defined
below) (including all monies covenanted to be paid
under the Deed (the "Secured Obligations")).

Continuation page

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

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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 THE ROYAL BANK OF SCOTLAND PLC

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

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

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 of the Deed (*Security Assignments*).

"Authorisations" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Cash Collateral Accounts" has the meaning given to it in the Deed.

Charged Accounts" means

- (a) each Cash Collateral Account,
 - (b) the General Account;
 - (c) each Collection Account; and
 - (d) each other account charged by or pursuant to the Deed,
- (as such accounts are defined in the Deed).

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities.

"Charged Securities" means:

- (a) the securities specified in part 2 of schedule 1 of the Deed (*Details of Security Assets*); and

continued/...

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Alan Kaminski

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region

Postcode B 2 4 D L

Country

DX DX: 13022 BIRMINGHAM 1

Telephone 0121 262 5854



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Charges Securities (continued)</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time</p> <p>"Collection Account" has the meaning given to that term in clause 11 6 of the Deed.</p> <p>"Debenture Security" means the Security created or evidenced by or pursuant to the Deed.</p> <p>"Default" means an Event of Default or any circumstance specified in clause 26 of the Facilities Agreement (<i>Events of Default</i>) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver</p> <p>"Event of Default" means any event or circumstance specified as such in clause 26 of the Facilities Agreement (<i>Events of Default</i>)</p> <p>"Facilities Agreement" means a facilities agreement dated 6 October 2010 and made between, amongst others, (1) Evergreen Extra MSA Holdings Limited as Company, (2) the companies listed in part 1 of schedule 1 to it as Borrowers, (3) the companies listed in part 2 of schedule 1 to it as Guarantors, (4) Barclays Corporate and The Royal Bank of Scotland plc as Joint Arrangers, (5) the financial institutions listed in part 3 of schedule 1 to it as Original Lenders, (6) the financial institutions listed in part 4 of schedule 1 as Original Hedge Counterparties, (7) The Royal Bank of Scotland plc as Agent, (8) The Royal Bank of Scotland plc as Security Agent and (9) National Westminster Bank Plc as UK Account Bank as amended and restated on 28 April 2011, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers</p> <p>"Finance Documents" has the meaning given to it in the Facilities Agreement</p> <p>"General Account" has the meaning given to it in the Facilities Agreement</p> <p>"Hedging Agreement" has the meaning given to it in the Facilities Agreement.</p> <p style="text-align: right;">continued/</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 5 of schedule 1 of the Deed (<i>Details of Security Assets</i>)).</p> <p>"Insurance Proceeds Account" has the meaning given to it in the Facilities Agreement.</p> <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to:</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist), <p>including, without limitation, the intellectual property rights (if any) specified in part 6 of schedule 1 of the Deed (<i>Details of Security Assets</i>)</p> <p>"Mandatory Prepayment Account" has the meaning given to it in the Facilities Agreement.</p> <p>"Permitted Security" has the meaning given to it in the Facilities Agreement.</p> <p>"Quasi-Security" has the meaning given to that term in clause 23.11 of the Facilities Agreement (<i>Negative Pledge</i>).</p> <p>"Real Property" means all Real Property (as defined in the Facilities Agreement) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 1 (<i>Details of Security Assets</i>) of the Deed).</p>	continued/...

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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

"Receivables" means all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever), other than Rental Income, together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

"Relevant Contract" means

- (a) each Acquisition Document;
- (b) each Hedging Agreement;
- (c) the Management Agreement, and
- (d) the Construction Documents,

(as such documents are defined in the Facilities Agreement),

to which the Chargor is a party, together with each other agreement supplementing or amending or novating or replacing the same.

"Rent Account" has the meaning given to it in the Facilities Agreement

"Rental Income" has the meaning given to it in the Facilities Agreement.

continued/....

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="312 371 1042 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="312 423 1513 506">"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed.</p> <p data-bbox="312 535 1513 589">"Secured Parties" has the meaning given to that term in the Facilities Agreement.</p> <p data-bbox="312 618 1513 701">"Security" 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> <p data-bbox="312 730 1513 784">"Security Period" means the period beginning on the date of the Deed and ending on the date on which:</p> <p data-bbox="312 813 1513 866">(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and</p> <p data-bbox="312 896 1513 949">(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.</p> <p data-bbox="312 978 1513 1032">"Transaction Security Document" has the meaning given to it in the Facilities Agreement.</p> <p data-bbox="312 1061 1513 1115">"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.</p> <p data-bbox="312 1144 651 1171">2. COVENANT TO PAY</p> <p data-bbox="312 1200 651 1227">2.1 Covenant to pay</p> <p data-bbox="411 1256 1513 1364">(a) The Chargor, as principal obligor and not merely as surety, covenanted in favour of the Security Agent that it would pay and discharge the Secured Obligations from time to time when they fall due</p> <p data-bbox="411 1393 1513 1554">(b) Every payment by the Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2 1(a) of the Deed</p> <p data-bbox="312 1583 683 1610">3. GRANT OF SECURITY</p> <p data-bbox="312 1639 699 1666">3.1 Nature of security</p> <p data-bbox="403 1695 1513 1749">All Security and dispositions created or made by or pursuant to the Deed are created or made</p> <p data-bbox="411 1778 1018 1805">(a) in favour of the Security Agent,</p> <p data-bbox="1265 1836 1513 1863">continued/. ..</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3.1 Nature of security (continued)</p> <p>(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and</p> <p>(c) as continuing security for payment of the Secured Obligations</p> <p>3.2 Qualifying floating charge</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).</p> <p>4 FIXED SECURITY</p> <p>4.1 Fixed charges</p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest.</p> <p>(a) by way of first legal mortgage</p> <p>(1) the Real Property specified in part 1 of schedule 1 of the Deed (<i>Details of Security Assets</i>); and</p> <p>(11) all other Real Property (if any) at the date of the Deed vested in, or charged to, the Chargor (not charged by clause 4.1(a)(1) of the Deed),</p> <p>(b) by way of first fixed charge:</p> <p>(1) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Deed);</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land; and</p> <p>(111) the proceeds of sale of all Real Property,</p> <p>(1v) the benefit of any rental deposit given or charged to the Chargor by any occupier of any Real Property;</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clauses 4.1(a) or 4.1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same;</p>	
	continued/	

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Please give the short particulars of the property mortgaged or charged

Short particulars

4.1 Fixed charges (continued)

(d) by way of first fixed charge:

- (1) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Deed), and
- (11) the benefit of all contracts, licences and warranties relating to the same;

(e) by way of first fixed charge:

- (1) the Charged Securities referred to in part 2 of schedule 1 of the Deed (*Details of Security Assets*); and
- (11) all other Charged Securities (not charged by clause 4.1 (e) (1) of the Deed),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge:

- (1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;
- (11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts;
- (111) all other accounts of the Chargor (other than the General Account) with any bank, financial institution or other person at any time (not charged by clauses 4.1(f) (1) or 4.1(f) (11) of the Deed) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge the Intellectual Property;

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 of the Deed (*Security Assignments*), by way of first fixed charge such Assigned Asset;

continued/. ...

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Short particulars	<p>4.1 Fixed charges (continued)</p> <p>(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed).</p> <p>(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and</p> <p>(11) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them;</p> <p>(111) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.</p> <p>4.2 Security assignments</p> <p>The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:</p> <p>(a) all Rental Income (to the extent not validly mortgaged or charged within any of clauses 4.1(a) or 4.1(b) of the Deed and subject to the obligations in respect of Rental Income contained in the Facilities Agreement);</p> <p>(b) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them to the extent that the Relevant Contracts permit such assignment,</p> <p>(c) each of the following (subject to the obligations in respect of Insurances contained in the Facilities Agreement):</p> <p>(1) all Insurances specified in part 5 of schedule 1 of the Deed (<i>Details of Security Assets</i>); and</p> <p>(11) all other Insurances (not assigned by clause 4.2(c)(1) of the Deed),</p> <p>and all claims under the Insurances and all proceeds of the Insurances, and</p> <p style="text-align: right;">continued/.....</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>4 2 Security assignments (continued)</p> <p>(d) all other Receivables (not otherwise assigned under clause 4.2 of the Deed).</p> <p>To the extent that any Assigned Asset described in clause 4 2(c) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.</p> <p>5. FLOATING CHARGE</p> <p>The Chargor charged and agreed to charge by way of first floating charge all of its present and future:</p> <p>(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (<i>Fixed Charges</i>), clause 4 2 (<i>Security Assignment</i>) or any other provision of the Deed,</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland; and</p> <p>(c) the General Account.</p> <p>6. CONVERSION OF FLOATING CHARGE</p> <p>6.1 Conversion by notice</p> <p>The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if:</p> <p>(a) an Event of Default has occurred and is continuing; or</p> <p>(b) the Security Agent considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.</p> <p>6.2 Small companies</p> <p>The floating charge created under the Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor</p> <p style="text-align: right;">continued/. ...</p>

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Short particulars	<p>6 3 Automatic conversion</p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if.</p> <p>(1) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or</p> <p>(11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and</p> <p>(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).</p> <p>6.4 Partial conversion</p> <p>The giving of a notice by the Security Agent pursuant to clause 6 1 of the Deed (<i>Conversion by Notice</i>) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Secured Parties.</p> <p>7. CONTINUING SECURITY</p> <p>7 1 Continuing security</p> <p>The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period</p> <p>7 2 Additional and separate security</p> <p>The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which any Secured Party may at any time hold for any Secured Obligation</p> <p style="text-align: right;">continued/.....</p>

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Short particulars	<p data-bbox="317 376 1046 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="317 427 675 456">7 3 Right to enforce</p> <p data-bbox="413 486 1519 566">The Deed may be enforced against the Chargor without any Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.</p> <p data-bbox="317 595 852 624">11. UNDERTAKINGS BY THE CHARGOR</p> <p data-bbox="317 654 882 683">11.1 Negative pledge and disposals</p> <p data-bbox="413 712 1519 763">The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent:</p> <p data-bbox="421 792 1519 1010"> (a) create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security; or (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (except as expressly permitted under the Facilities Agreement). </p> <p data-bbox="317 1039 932 1068">11.2 Deposit of documents and notices</p> <p data-bbox="413 1097 703 1126">The Chargor shall:</p> <p data-bbox="421 1155 1519 1671"> (a) unless the Security Agent otherwise confirms in writing (and without prejudice to clause 11.8(a) of the Deed), deposit with the Security Agent (1) all deeds and documents of title relating to the Security Assets; and (11) all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor, (each of which the Security Agent may hold throughout the Security Period); and (b) immediately on request by the Security Agent, affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other asset for the time being owned by it (in a prominent position) a durable notice of the Deed (in any form required by the Security Agent). </p> <p data-bbox="1273 1700 1519 1729">continued/. ...</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

11.3 Insurance

The Chargor shall at all times comply with its obligations as to insurance and the proceeds of insurance contained in the Facilities Agreement (and in particular, clause 25.3 (*Insurance*) of the Facilities Agreement).

11.4 Rental Income

The Chargor shall at all times deal with Rental Income in accordance with the provisions of the Facilities Agreement

11.5 Operation of Cash Collateral Accounts

The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Facilities Agreement or with the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

11.6 Dealings with Receivables and operation of Collection Accounts

(a) The Chargor shall:

(i) without prejudice to clause 11.1 of the Deed (*Negative Pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable;

(ii) collect all Receivables promptly in the ordinary course of trading as agent for the Security Agent, and

(iii) immediately upon receipt pay all monies which it receives in respect of the Receivables into:

(A) such specially designated account(s) with the Security Agent as the Security Agent may from time to time direct; or

(B) such other account(s) with such other bank as the Security Agent may from time to time direct,

(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "Collection Account") and

continued/ ...

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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>11.6 Dealings with Receivables and operation of Collection Accounts (continued)</p> <p>(iv) pending such payment, hold all monies so received upon trust for the Security Agent,</p> <p>provided that clauses 11.6(a)(ii) to 11.6(a)(iv) 11 6(a)(iv) of the Deed will not take effect</p> <p>(A) in relation to the proceeds of any Insurances, if and for so long as the requirements of the Facilities Agreement in relation to the Mandatory Prepayment Account and the Insurance Proceeds Account are complied with;</p> <p>(B) in relation to any Hedging Agreement, any rights and remedies in connection with any Hedging Agreement and any proceeds and claims arising from them, if and so long as the Chargor procures that any amount recovered under any Hedging Agreement is paid into the Rent Account in accordance with clause 25 3(c) of the Facilities Agreement;</p> <p>(C) in relation to any other Receivable unless and until the Security Agent gives a written notice to that effect, which notice may not be given until a Default has occurred.</p> <p>(b) Subject to the terms of the Facilities Agreement and clause 11 6(a) of the Deed, the Chargor shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Security Agent and, in default of and subject to such directions, in accordance with the Deed.</p> <p>(c) The Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.</p> <p>(d) The Chargor shall deliver to the Security Agent such information as to the amount and nature of its Receivables as the Security Agent may from time to time reasonably require (taking into account the requirements of the Finance Documents)</p> <p style="text-align: right;">continued/.....</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>11.7 UK Account Bank and notices</p> <p>(a) The UK Account Bank is, in relation to the Company, the other Borrowers, the Group Management Company and other Obligors (as each term is defined in the Facilities Agreement), National Westminster Bank Plc.</p> <p>(b) The UK Account Bank may only be changed to another bank or financial institution with the consent of the Security Agent.</p> <p>(c) A change only becomes effective when the proposed new UK Account Bank agrees with the Security Agent and the Chargor (in a manner satisfactory to the Security Agent) to fulfil the role of the UK Account Bank under the Deed.</p> <p>(d) If there is a change of UK Account Bank, the net amount (if any) standing to the credit of the relevant Charged Accounts maintained with the old UK Account Bank will be transferred to the corresponding Charged Accounts maintained with the new UK Account Bank immediately upon the appointment taking effect. By the Deed the Chargor irrevocably gave all authorisations and instructions necessary for any such transfer to be made.</p> <p>(e) The Chargor shall take any action which the Security Agent requires to facilitate a change of UK Account Bank and any transfer of credit balances (including the execution of bank mandate forms) and irrevocably appointed the Security Agent as its attorney to take any such action if the Chargor should fail to do so</p> <p>11.8 Charged Investments - protection of security</p> <p>(a) The Chargor shall, immediately upon execution of the Deed or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations:</p> <p>(i) deposit with the Security Agent (or as the Security Agent may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and</p> <p>(ii) execute and deliver to the Security Agent</p> <p>(A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated), and/or</p> <p style="text-align: right;">continued/ . . .</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>11.8 Charged Investments - protection of security (continued)</p> <p>(B) such other documents as the Security Agent shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).</p> <p>(b) The Chargor shall:</p> <p>(1) promptly give notice to any custodian of any agreement with the Chargor in respect of any Charged Investment in a form the Security Agent may require, and</p> <p>(11) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Security Agent may require.</p> <p>(c) The Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.</p> <p>(d) The Chargor shall not nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise</p> <p>11.9 Rights of the Parties in respect of Charged Investments</p> <p>(a) Until an Event of Default occurs, the Chargor shall be entitled to:</p> <p>(1) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and</p> <p>(11) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:</p> <p>(A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Finance Documents, or</p> <p>(B) is prejudicial to the interests of the Security Agent and/or the other Secured Parties</p> <p style="text-align: right;">continued/.</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

11.9 Rights of the Parties in respect of Charged Investments (continued)

- (b) At any time following the occurrence of an Event of Default which is continuing, the Security Agent may complete the instrument(s) of transfer for all or any Charged Securities on behalf of the Chargor in favour of itself or such other person as it may select.
- (c) At any time when any Charged Security is registered in the name of the Security Agent or its nominee, the Security Agent shall be under no duty to:
 - (1) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee,
 - (11) verify that the correct amounts are paid or received, or
 - (111) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security

18 SET-OFF

18.1 Set-off rights

- (a) Each Secured Party may (but shall not be obliged to) set off any matured obligation which is due from the Chargor (whether under the Finance Documents or which has been assigned to the Secured Party by the Chargor) against any matured obligation owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1 (a)), each Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

continued/. ...

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Particulars of a mortgage or charge

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Short particulars	<p>18.1 Set-off rights (continued)</p> <p>(d) If either obligation is unliquidated or unascertained, the Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.</p> <p>20. FURTHER ASSURANCES</p> <p>20 1 Further action</p> <p>The Chargor shall at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:</p> <p>(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document;</p> <p>(b) facilitating the realisation of any Security Asset;</p> <p>(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or</p> <p>(d) creating and perfecting Security in favour of the Security Agent or the other Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document.</p> <p>This includes:</p> <p>(1) the re-execution of the Deed or such Transaction Security Document;</p> <p>(11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and</p> <p>(111) the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Security Agent may think expedient.</p> <p style="text-align: right;">continued/...</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

21. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst a Default is continuing or enforcement of the Debenture Security has occurred which the Chargor is obliged to take under the Deed, including under clause 20 (*Further assurances*) of the Deed or, if no Default is continuing, which the Chargor has failed to take. The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under clause 21 of the Deed



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7732784

CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23 JANUARY
2012 AND CREATED BY EXTRA, STARBUCKS COFFEE,
MCDONALD'S, MARKS & SPENCER MSA OPERATIONS LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY 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 24 JANUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JANUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES