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in black type, or
bold block lettering

* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



290792

Name of company

* PEACOCK STORES LIMITED

Date of creation of the charge

3 April 1997

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

Group Debenture

Amount secured by the mortgage or charge

Please refer to Attachment 1

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

The Governor and Company of the Bank of Scotland, Uberior House, 61 Grassmarket,
Edinburgh (in its capacity as Security Trustee for the Secured Parties)

Postcode EH1 2JF

Presenter's name address and
reference (if any);

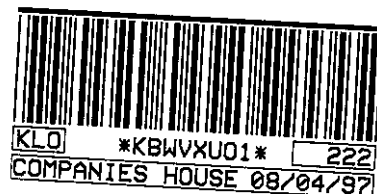
Ashurst Morris Crisp
Broadwalk House
5 Appold Street
London EC2A 2HA

SXF/MZR/B135177

Time critical reference

For official use
Mortgage Section

Post room



Please refer to Attachment 2

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Particulars as to commission allowance or discount (note 3)

NIL

Signed As List Mans Corp Date 8/4/97

On behalf of [~~company~~] [~~mortgagee~~/chargee] †

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Attachment 1 to Form 395
PEACOCK STORES LIMITED
Company number 290792

Amount secured by the Charge:-

All money and liabilities now or hereafter due, owing or incurred to the Secured Parties (or any of them) by each Security Company under any of the Financing Documents and under the Debenture in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith (the "**Indebtedness**").

Words not defined above are defined in Annexure A.

Attachment 2 to Form 395
PEACOCK STORES LIMITED
Company number 290792

Short particulars of all the property mortgaged or charged:-

- (A) By Clause 3.2 of the Debenture, as a continuing security for the payment of the Indebtedness each Security Company charged in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by such Security Company or in which such Security Company is from time to time interested:-
- (a) by way of first legal mortgage the Premises together with all buildings and fixtures (including trade fixtures) at any time thereon;
 - (b) by way of first fixed charge all other interests (not being charged by Clauses 3.2(a) of the Debenture) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (c) by way of first fixed charge all plant and machinery and other equipment (where the book value of such equipment exceeds £100,000) and all benefit of all contracts, licences and warranties and other assurances relating to the same;
 - (d) by way of first fixed charge all the Subsidiary Shares (including those listed in Schedule 3 of the Debenture, set out in Annexure C to this form) together with all Distribution Rights from time to time accruing thereto;
 - (e) by way of first fixed charge all Investments together with all Distribution Rights from time to time accruing thereto;
 - (f) by way of first fixed charge all rights and interests of such Security Company in and claims under all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, such Security Company or in which such Security Company is otherwise interested;
 - (g) by way of first fixed charge all book and other debts, revenues and monetary claims of such Security Company and all rights and claims of such Security Company against third parties and against any security in respect of such debts, revenues or claims;
 - (h) by way of first fixed charge (subject to Clause 8.4(d) of the Debenture) all monies from time to time standing to the credit of any and all accounts with any bank, financial institution, or other person;
 - (i) by way of first fixed charge all Intellectual Property;
 - (j) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by such Security Company in connection with its business or the use of any of its assets;
 - (k) by way of first fixed charge the Charged Agreements; and
 - (l) by way of first fixed charge all the goodwill and uncalled capital of such Security Company.
- (B) By Clause 3.3 of the Debenture, as further continuing security for the payment of the Indebtedness each Security Company charged with full title guarantee in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of fixed charge pursuant to the provisions of Clause 3.2 (of the Debenture).

- (C) By Clause 3.4 of the Debenture, the Security Trustee may, and upon receiving instructions from the Majority Banks the Security Trustee will, at any time by notice in writing to the relevant Security Company convert the floating charge created pursuant to Clause 3.3 (of the Debenture) into a fixed charge as regards such assets as it shall specify in the notice in the event that:-

1. a Default has occurred and is continuing unremedied and unwaived; or
2. the Security Trustee is or the Majority Banks are (as the case may be) reasonably of the view that (i) such assets are in danger of being seized or (ii) any legal process or execution is being enforced against such assets or (iii) that such assets are otherwise in jeopardy,

and by way of further assurance the relevant Security Company shall promptly execute a fixed charge over such assets in such form as the Security Trustee shall require.

- (D) By Clause 3.5 of the Debenture, if any Security Company creates (or purports to create) any Encumbrance (not being a Permitted Encumbrance) on or over any of the Charged Property not expressed to be subject to a fixed charge under the Debenture (a "**Floating Charge Asset**") without the prior consent in writing of the Security Trustee or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any such Floating Charge Asset, the floating charge created by the Debenture will automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset immediately such event occurs.

- (E) 1. By Clause 3.6 of the Debenture, until the relevant consent has been obtained, there is excluded from the charge created by Clause 3.2 (of the Debenture) (and from the operation of the further assurance provisions set out in Clause 5 (of the Debenture)) any leasehold property held by any Security Company under a lease the terms of which either preclude absolutely such Security Company from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "**Excluded Property**").
2. With regard to each Excluded Property, the relevant Security Company undertook to make application for the consent of the relevant third party to the creation of the charge contained in Clause 3.2 of the Debenture (or to be created pursuant to Clause 5 of the Debenture) within three months of the date of the Debenture and, in respect of each lease which provides that the relevant third party will not unreasonably withhold its consent, to use all reasonable endeavours to obtain such consent as soon as possible and in any event within six months of the date of the Debenture and to keep the Security Trustee informed of the progress of its negotiations with such third parties.
3. Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant Excluded Property shall thereupon stand charged to the Security Trustee pursuant to the terms of Clause 3.2 of the Debenture. If required by the Security Trustee at any time following receipt of such consent the relevant Security Company will execute a valid legal mortgage in such form as the Security Trustee shall reasonably require.

- (F) By Clause 4, the security created by the Debenture is to be a continuing security notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by any Security Company or any other person of the whole or any part of the Indebtedness, and is to be in addition and without prejudice to any other security or securities which the Security Trustee and/or any other Secured Party may now or hereafter hold for the Indebtedness or any part thereof and the security may be enforced against each Security Company without first having recourse to any other rights of the Security Trustee and/or any other Secured Party (as the case may be).

- (G) 1. By Clause 5.1 of the Debenture, each Security Company will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Security Trustee may reasonably require for perfecting and protecting the security created (or intended to be created) by the Debenture or

facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Security Trustee's rights under the Debenture. In particular, but without limitation, such Security Company will:-

- (i) execute a valid legal mortgage in such form as the Security Trustee shall reasonably require of any freehold or leasehold property now or in the future belonging to such Security Company which is not effectively charged by way of legal mortgage under the Debenture;
 - (ii) at any time during which is a Default or Default Occurrence is continuing, promptly execute a legal assignment in such form as the Security Trustee may reasonably require over all or any of the debts, rights, claims and contracts charged by the Debenture;
 - (iii) at any time during which a Default or Default Occurrence is continuing, promptly execute a valid fixed charge in such form as the Security Trustee may reasonably require over any asset the subject of the floating charge under the Debenture;
 - (iv) otherwise promptly execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Trustee may think expedient at any time during which a Default or Default Occurrence is continuing.
2. Any security document required to be executed by such Security Company pursuant to this Clause 5.1 of the Debenture will be prepared at the cost of such Security Company and will contain clauses corresponding to the provisions set out in the Debenture.
- (H) 1. By Clause 5.2 of the Debenture, in relation to real property situated in England and Wales, each Security Company applied to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of such Security Company (and any unregistered properties subject to compulsory first registration at the date of the Debenture) in the following terms:-
- "Except under an Order of the Registrar no disposition by the proprietor of the land or charge or other security interest is to be registered without the consent of the proprietor for the time being of *[the charge hereby created]*."
2. Subject to the terms of the Credit Agreement the Banks are under an obligation to make further advances to the Security Companies and the security under this Debenture has been made for securing such further advances. The Security Trustee applied to the Chief Land Registrar in the following terms:-
- "*[Description of the Banks]* are under an obligation to make further advances and application is made to the Registrar for a note to be entered on the register to that effect."
3. In respect of any part of the Charged Property the title to which is registered at H.M. Land Registry it is certified in the Debenture that the security created by the Debenture does not contravene any of the provisions of the Memorandum or Articles of Association of each Security Company.
- (I) By Clause 5.3 of the Debenture, each Security Company as registered proprietor appointed the Security Trustee its agent to apply for the particulars of the Debenture and of the Secured Parties' interest in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the relevant Security Company to be made on the Register of Trade Marks under Section 25(1) of the Trade Marks Act 1994 and such Security Company agreed to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.
- (J) By Clause 6 of the Debenture, except to the extent permitted by the terms of the Credit Agreement during the continuance of the Debenture each Security Company will not without the prior consent in writing of the Security Trustee:-

1. create or agree or attempt to create or permit to subsist (in favour of any person other than the Security Trustee) any Encumbrance over the whole or any part of the Charged Property or agree to do so, other than a Permitted Encumbrance; or
2. (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein (other than assets the subject of the floating charge on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so, except as permitted by the Credit Agreement; or
3. dispose of the equity of redemption in respect of all or any part of the Charged Property.

Words not defined above are defined in Annexure A.

Annexure A to Form 395
PEACOCK STORES LIMITED
Company number 290792

DEFINITIONS

On this form the following words and phrases and references have the following meanings and bear the following constructions:

"Acquisition Documents" means all of:

- (a) the sale and purchase agreement dated the same date as the Debenture relating to the sale by certain vendors and the purchase by Peacock Group Limited of the issued share capital of Peacock's Stores Limited; and
- (b) each of the documents or agreements in agreed form;

"Banks" means the Banks listed in Part 1 of Schedule 1 to the Credit Agreement;

"Charged Agreements" means the Acquisition Documents;

"Charged Property" means all the assets, property, goodwill and undertaking of each of the Security Companies from time to time charged to the Security Trustee pursuant to the terms of the Debenture;

"Credit Agreement" means the credit agreement dated the same date as the Debenture made by (1) the Parent and certain of its Subsidiaries, (2) The Governor and Company of the Bank of Scotland and certain other banks and (3) The Governor and Company of the Bank of Scotland as Facility Agent and Security Trustee;

"Default" means any of the events specified in Clause 10.1 of the Credit Agreement, the occurrence of which would entitle the Facility Agent or the Majority Banks to issue any notice under Clause 10.2 of the Credit Agreement;

"Default Occurrence" means any event or omission which would constitute a Default if all notices required to be given and periods of time required to have expired under Clause 10.1 of the Credit Agreement to make such event or omission a Default, had been given or expired;

"Default Rate" means the same rate at which default interest is payable under Clause 6.9 of the Credit Agreement;

"Direction" means a material notice or order served on or issued to a Security Company by any local or other authority (whether under the Planning Acts or otherwise) in respect of the Premises;

"Distribution Rights" means all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from the relevant Investment or Subsidiary Share (as the case may be) together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, retention of title provision, hypothecation or other security interest of any kind whatsoever, any preferential right, trust or other arrangement for the purpose of, or which has the effect of, granting security and any agreement, whether conditional or otherwise to create or grant any of the same;

"Facility Agent" means The Governor and the Company of the Bank of Scotland in its capacity as facility agent and each successor Facility Agent appointed under Part 3 of Schedule 1 to the Credit Agreement;

"Financing Documents" has the meaning given to it in the Credit Agreement;

"Intellectual Property" means all patents and patent applications, trade and/or service marks and trade and/or service mark applications (and all goodwill associated with such applications), all brand and trade names, all copyrights and rights in the nature of copyright, all registered designs and applications for registered designs, design rights, computer programmes, all trade secrets, know-how and all other intellectual property rights now or in the future owned by each Security Company throughout the world or in which each Security Company shall have an interest together with the benefit of all present and future licences and agreements entered into or the benefit of which is enjoyed by each Security Company and ancillary and connected rights relating to the use or exploitation of any of the aforementioned rights;

"Investment" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in Part I of Schedule I to the Financial Services Act 1986 as at the date of the Debenture including without limitation and save where the context otherwise requires, the Subsidiary Shares);

"Majority Banks" means those Banks whose aggregate commitments are equal to or exceed 66.7 per cent of the total commitment;

"Permitted Encumbrance" means, in relation to any company in the group:

- (a) Encumbrances subsisting under or in connection with any of the Financing Documents;
- (b) Encumbrances granted with the consent of the Facility Agent (acting on the instructions of the Majority Banks);
- (c) liens arising and subsisting by operation of law and in the ordinary course of trading activities;
- (d) any retention of title to goods supplied to any of the companies in the group where such retention is permitted by the relative company in the ordinary course of its trading activities and on customary terms;
- (e) Encumbrances by way of set-off under those finance leases which constitute permitted indebtedness under the Credit Agreement;
- (f) Encumbrance over all or any part of the assets of any company which becomes a Subsidiary of Peacock Group Limited after the completion date where:
 - (i) the Encumbrance existed before that company became Peacock Group Limited's Subsidiary;
 - (ii) the Encumbrance was not created in anticipation of or in connection with its becoming Peacock Group Limited's Subsidiary; and
 - (iii) the indebtedness secured by that Encumbrance does not increase after the date of its becoming Peacock Group Limited's Subsidiary; and
- (g) Encumbrances granted in relation to Guideunique Limited's obligations to the Fund (as defined in the Development Funding and Letting Agreement) under the Development Funding and Letting Agreement between (1) Coverkit Limited, (2) Robert Frank Peacock & Hugh Child, (3) Guideunique Limited, (4) Peacock Group Limited and (5) Peacock's Stores Limited relating to the development of Plot 4, Business Park, Nantgarw Rhondda, Cynon Taff;

"Planning Acts" means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations made pursuant thereto;

"Premises" means all freehold and leasehold property from time to time owned by each Security Company or in which such Security Company is otherwise interested, including without limitation, the property, if any, specified in Schedule 2 to the Debenture set out in Annexure B to this form;

"Receiver" means any one or more administrative receivers, receivers and managers appointed by the Security Trustee pursuant to the Debenture in respect of the company in the Group or over all or any of the Charged Property;

"Secured Party" means the Security Trustee, the Facility Agent and the Banks;

"Security Companies" means:

- (a) the companies details of which are set out in Part 1 of Schedule 2 to the Credit Agreement (except Guideunique Limited); and
- (b) any of the companies in the group which shall have granted a guarantee, indemnity and security (properly perfected) over the whole of its property in favour of the Security Trustee as security for the discharge of all or any of the obligations and liabilities of each of the borrowers (under the Credit Agreement) and the other companies in the group from time to time under any of the Financing Documents;

"Security Trustee" means the Governor and Company of the Bank of Scotland in its capacity as trustee and each successor Security Trustee appointed under Part 3 of Schedule 1 of the Credit Agreement;

"Subsidiary" has the meaning given to it in Section 736 of the Companies Act 1985; and

"Subsidiary Shares" means all shares owned by each Security Company in its Subsidiaries.

**Annexure B to Form 395
PEACOCK STORES LIMITED
Company number 290792**

Schedule 2 to the Debenture

Details of Properties

Registered Land

<u>Address or Description</u>	<u>Title No:</u>
6-7 Cibi Walk, Abergavenny	WA424980
41-44 Church Street, Abertillery	WA414286
59-61 Market Street, Ashby-de-la-Zouche	LT183820
8 County Square (also 8 Tufton Walk), Ashford	K592505
15 Staveleigh Way, Ashton Under Lyne	GM730529
34a High Street, Bargoed	WA2213
10/12 East Street (and 7 & Broadway), Barking	EGL306620
139 Holton Road, Barry	WA598838
2/4 The Square, Beeston, Notts.	NT104952
405 407 409 411 Bitterne Road, Bitterne	HP270543 & HP391203
Unit 11 Market Place, Blackwood	WA598107
106 Queensway, Bletchley	BM143765
51/53 Queensway, Bletchley, Milton Keynes	BM115545
23 London Road, Bognor Regis	WSX108551
26 High Street, Bracknell	SU8769B
2/3 The Angel Place Shopping Centre, Bridgewater	ST71383
5/8 London Road, Brighton	ESX136508
120 High Street, Bromsgrove	HW57573
65/69 Church Road, Burgess Hill	WSX175931
50-52 Albany Road, Roath, Cardiff	WA292858
4/6 Countisbury Avenue, Llanrumney, Cardiff	WA407853
Unit 1, 74A Cathedral Road & Parking Spaces	WA800951
First Floor Flat at 55 Cory Place, Windsor Quay, Cardiff	WA746048
32/36 Town Wall St, Davids Centre, Cardiff	WA285354
259 High Street, Cheltenham	GR127052
2/3 High Street (2 Leases), Chepstow	WA14130 & WA295974
7 West Avenue, Clacton-on-Sea	EX548903
20/23 Priory Walk, Colchester	EX460244
48 High Street, Cosham	HP519702
Unit 2, 18 Monmouth Square, 20 Monmouth Walk, Cwmbran	WA501226

<u>Address or Description</u>	<u>Title No:</u>
51-57 Kingsland High Street, Dalston	EGL196941
15/16 South Street, Dorchester	DT85778
13 Cannon Street, Dover	K298113
Land Adjoining 13 Cannon Street, Dover	K66012
14 Nicholas Way, Dunstable	BD132921
60 Market Street, Eastleigh	HP276025
41/43 The Parade, Exmouth	DN260570
40/41 Market Street, Falmouth	CL59227
8 The Woolmead East Street, Farnham	SY363579
18 The Old High Street, Folkestone	K256966
21 Guildhall Street, Folkestone	K667655
20/22 Old High Street, Folkestone	K132162
47/53 High Street, Gillingham	K605917
32 Kings Walk and 19/21 Clarence Street, Gloucester	GR82151
63/64 High Street, Gosport, Hants	HP418161
51/55 High Street, Gravesend	K656091
5 Castle Street, High Wycombe	BM116639
115 High Street, Hoddesdon	HD139169
160 160a 162 162a 164 & 164a High Street, Hornchurch	EGL326771
156 High Street, Hounslow	NGL551918
8 Bossard Centre (Unit 2), Leighton Buzzard	BD98756
19 Tamworth Street, Litchfield	SF289895
Unit 1 36-38 High Street, Long Eaton	DY204106
45 Cradock Road, Luton	BD60965
52D High Street, Lymington	HP171652
15 The Centre, Margate	K662084
49/51 Monnow Street, Monmouth	WA408038
15/17 Woodfield Street, Morriston	WA119213
30-34 The Mall, Newbury	BK247500
9/10 The Kingsway Centre, Newport	WA447585
8 Bears Lane Shopping Precinct, Broad Street, Newtown	WA498839
135 High Street, Orpington	SGL360827
Unit 1 and 28 The Rivergate Centre, Peterborough	CB117902
17 & 18 Taff Street, Pontypridd	WA545538
28-32 London Road, Portsmouth	HP136020
59 & 61 and 63 Station Road Port Talbot	WA311804 (59 & 61) & WA567955 (63)
5 Hardres Street, Ramsgate	K288015

<u>Address or Description</u>	<u>Title No:</u>
45 High Street, Ramsgate	K333675
8 Queen Street, Ramsgate	K508615
41 & 43 High Street, Ramsgate	K698507
16/17 The Furlong Centre, Ringwood	HP460646
7 The Furlong Centre, Ringwood	HP474659
52 High Street, Sidcup	SGL391787
Unit 1 560 Bearwood Road, Warley, Smethwick	WM430782
23 Park Place, Stevenage	HD233201
97 High Street, Street	ST95307
11-12 Russell Street, Stroud	GR129947
235/237 Oxford Street, Swansea	WA54012
65 High Street, Tonbridge	K376353
5-7 Dunraven Street, Tonypandy	WA357193
31 The Shopping Centre, Trowbridge	WT96520
92 High Street, Uckfield	SX155342
418-424 Wimbourne Road, Winton, Bournemouth	DT68709

Unregistered Land

<u>Address</u>	<u>Tenure</u>
Unit 1, 3-6 Cardiff Street, Aberdare	Leasehold
The Coliseum, Terrace Road, Aberystwyth	"
Unit 14 The Oaks Shopping Centre, High Street, Acton	"
31 Wellington Centre, Aldershot	"
1/2 Wellington Centre, Aldershot	"
28 High Street, Alton	"
15-17 Quay Street, Ammanford	"
8 High Street, Andover	"
31/35 Flagship Centre, Bangor	"
Unit 9 Green Lanes, Barnstaple	"
43 High Street, Bedford	"
102/106 East St & 24 & 25 Herbert Street, Bedminster	Freehold
262/267 Newtonards Road, Belfast	Leasehold
15 16 17 & 18 Westwood Shopping Centre, Belfast	"
135 The Broadway, Bexleyheath	Freehold
119 The Broadway, Bexleyheath	Leasehold
2/4 Hitchin Street, Biggleswade	"

<u>Address</u>	<u>Tenure</u>
2 Market Square, Biggleswade	"
Unit 5 & 6 Jackson Square & 1st Floor 14/16 Bridge Street, Bishop's Stortford	"
147 Gloucester Road, Bishopston	"
7 The Sovereign Centre, Christchurch Road, Boscombe	"
13 The Sovereign Centre, Boscombe	"
8 (unit 6) George Yard Centre, Braintree	"
31/32 High Street, Brecon	"
Unit 2 46/52 High Street, Brentwood	"
Unit 8 Brackla Shopping Centre, Bridgend	"
147/149 Gloucester Road, Bishopston, Bristol	"
22/24 Penn Street, Broadmead	"
Stalls 37-40 Market Hall	"
Stalls 19-24 Market Hall, Burton-on-Trent	"
3/11 St Fagans Street, Caerphilly	Freehold
204 Cowbridge Road East, Cardiff	"
Units 5, 6 & 7 Hedel Road, Ely, Cardiff	"
Warehouse premises adjoining Papermill Road (Units 1-4 Hedel Road)	"
Atlantic House, Tyndall Street, Cardiff	Leasehold
Land at the rear of Units 17 & 18 Tyndall Street (ie. Car Park)	"
Unit 6, Jubilee Estate, East Tyndall Street (Warehousing)	"
Unit 9, Llandough Trading Estate (Warehousing)	"
5 Merthyr Road, Whitchurch, Cardiff	Leasehold
16/17 High Street, Cardigan	"
118/119 Llamas Street, Carmarthen	Leasehold
30/31 Winslade Way, Catford	"
Store 4 The Emery Gate Shopping Centre, Chippenham	"
167 Chiswick High Road, Chiswick	"
31/33 Market Walk, Chorley	"
14 Monmouth Walk, Cwmbran	"
Unit 17 The Mall, Dagenham	"
Unit 3, 5 Queens Walk, East Grinstead	"
Unit 2 Market Street, Ebbw Vale Shopping Centre, Ebbw Vale	"
142/148 Fore Street & 140 Fore Street, Edmonton	"
Units 341/342 & 343 E & C Shopping Centre, Elephant & Castle	"
122 Eltham High Road, Eltham	"

<u>Address</u>	<u>Tenure</u>
50 50a & 52a Bridge Street, Evesham	"
Lobby Area at Ground Floor Level at Abbey Gate, Evesham	"
184/187 Sidwell Street, Exeter	"
11/12 Market Strand, Falmouth	"
65 67 & 69 Queensmead, Farnborough	"
5/7 The Mead, Farnborough	"
50-56 The Centre, Feltham	"
162 Fleet Road, Fleet	"
46-50 Connaught Avenue, Frinton-on-Sea	"
284/288 North End Road, Fulham	"
33 South Mall, Grays	"
47 49 51 and 51A High Street, Harlesden	"
5 Eastgate, Harlow	"
12/13 Riverside Quay, Havefordwest	"
Unit 2 1-5 High Street, Haverhill	"
23 Station Road, Hayes	"
Butter Market 53-64 + 66-67, Hereford	"
18 Fore Street, Hertford	"
240/244 Marlowes, Hemel Hempstead	"
Units 13/14/15 Britannia Centre, Hinckley	"
Butter Market 21-25, Hereford	"
26 Market Place, Hitchin	"
93a/b The Exchange, Ilford	"
10/11 The Strand Shopping Centre, Douglas, Isle of Man	"
Unit 16 Erme Court, Ivybridge	"
33 High Street, Kettering	"
21 The Bull Ring, Kidderminster	"
2 Fore Street, Kingsbridge	"
Unit 11 Murryfield Shopping Centre, Larne	"
65 Market Place, Leicester	"
17b Central Approach, Letchworth	"
15/17 High Street, Littlehampton	"
21 Acres, 29½ poles of land, Little Aston	Freehold
18 Stepney Street, Llanelli	Leasehold
3/4 Longton Exchange Shopping Centre, Longton	"
52 High Street (Grosvenor House), Lymington	"
Nos 5 and 16-17 Market Hall, Maesteg	"

<u>Address</u>	<u>Tenure</u>
17 High Street, Market Harborough	"
37 High Street, Merthyr Tydfil	Freehold
9 Queen Street, Neath	Leasehold
12-14 The Rookery, Newmarket	"
148/150 Chepstow Road, Newport Maindee	"
28 Courtney Street, Newton Abbot	"
15/16 Abbeygate Precinct, Nuneaton	"
178 High Street, Orpington	"
54/58 Rye Lane, Peckham	"
3/5 The Blenheim Centre, High Street, Penge	"
88/89 Market Jew Street, Penzance	"
8 Rams Walk (11 The Square), Petersfield	"
Unit 1 Ridgeway Walk, Ridgeway, Plympton	"
55-57 The Broadway, Plymstock	"
131 High Street, Poole	"
17-19 John Street, Porthcawl	Freehold
31 John Street, Porthcawl	"
43 John Street, Porthcawl	"
53 John Street, Porthcawl	"
17 Station Road, Portslade	Leasehold
33-37 High Street, Rayleigh	"
6 Friars Walk, Reading	"
8/9 Friars Walk, Reading	"
12 Kingfisher Walk, Redditch	"
13b Kingfisher Walk + Additional Premises, Redditch	"
8 Liberty 2 Shopping Centre, Mercury Gardens, Romford	"
48/49 Broad Street, Ross-on-Wye	Freehold
7 Church Street, Rugby	Leasehold
14 Market Place, Rugby	"
15 Market Place, Rugby	"
19 French Row, St Albans	"
21 French Row, St Albans	"
83/87 High Street, Shirley	"
25/27 The Observatory, High Street, Slough	"
28 Drury Lane, Solihull	"
Land at rear of 28 Drury Lane, Solihull	"
253 Portswood Road, Southampton	"
10 Southchurch Road, Southend	"

<u>Address</u>	<u>Tenure</u>
Unit 36-42 Victoria Plaza, Southend-on-Sea	"
Unit 4 Block E Aylmer Square, St Austell	"
137 High Street, Staines	Freehold
1-11 Matney Market, Stepney	"
Units 1&2 The Forum, Stevenage	"
59/61 The Mall, The Stratford Centre, Stratford	"
Unit 2 210/222 Streatham High Road, Streatham	"
Units 60 and Store Units 59/60, Times Square, Sutton	"
15/17 Forest Mall, The Idlewalls Centre, Sutton in Ashfield	"
56 The Parade, Sutton Coldfield	"
Warehouse at rear of 234 Oxford Street, Swansea	"
27 Bridge Street (formerly No. 43), Swindon	Freehold
13 Fleet Street, Swindon	Leasehold
6-10 County Walk, East Street, Taunton	"
6 Tudor Square, Tenby	"
Unit 1, 26-29 High Street, Tewkesbury	"
18-20 Market Walk, Tiverton	"
Unit 2, 33-39 High Street, Tooting	"
3-4 Union Street, Torquay	"
21-25 Fore Street, Totnes	"
456/460 High Road, Tottenham	"
Gwent Shopping Centre, Tredegar	"
Units 31-33 Ellesmere Centre, Walkden, Greater Manchester	"
69&70 Pavilion Centre, Waltham Cross	"
35 Arndale Centre, Wandsworth	"
3 Horseshoes Mall, Warminster	"
138/140 Welling High Street, Welling	"
6/7 Market Place, Wellington	"
38 Wigmores North, Welwyn	"
4/5 Regent Street, Weston-Super-Mare	Freehold
79/80 St Thomas Street, Weymouth	Leasehold
Unit 2B The Willowdale Centre, Wickford	"
Units 10-12 Green Oaks Shopping Centre, Widnes	"
42/43 Peascod Street, Windsor	"
Unit 22/26 The Newlands Centre, Witham	"
19/21 Market Place, Wokingham	"
43 Wulfrun Way, Wolverhampton	"

Annexure C to Form 395
PEACOCK STORES LIMITED
Company number 290792

Details of Group

<u>Name</u>	<u>Company number</u>
Peacock Stores Limited	290792
Milletts (Camping & Countrywear) Limited	1040082
MJB Properties (Redbourn) Limited	2006447
John Jones (Ago Wear) Limited	142567
Dorsman Estates Company Limited	368352

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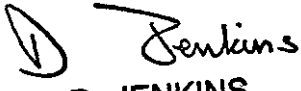
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00290792

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED THE 3rd APRIL 1997 AND CREATED BY PEACOCK'S STORES LIMITED FOR SECURING ALL MONEY AND LIABILITIES NOW OR HEREAFTER DUE OWING OR INCURRED TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND IN IT'S CAPACITY AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED) AND TO THE SECURED PARTIES OR ANY OF THEM UNDER ANY OF THE FINANCING DOCUMENTS (AS DEFINED) AND UNDER THE DEBENTURE IN WHATSOEVER MANNER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th APRIL 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th APRIL 1997.


D. JENKINS

for the Registrar of Companies



COMPANIES HOUSE

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