



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

385594/20

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

118

2488212

Name of company

* YOUR MORE STORE LIMITED (the "Company")

Date of creation of the charge

13 July 2004

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

Debenture

Amount secured by the mortgage or charge

The Company covenants to discharge on demand the Secured Liabilities.
"Secured Liabilities" means all monies, debts and liabilities from time to time due, owing or incurred by the Company to the Lender of any kind and in any currency (whether incurred alone or jointly with another) and the Lender's charges, commissions, Costs and Interest;
"Costs" means all costs, charges or expenses on a full indemnity basis of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on the costs, charges, expenses and disbursements;
"Interest" means the rate of interest charged by the Lender to the Company from time to time.

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

RETAIL HOLDINGS S.a.r.l (Registered in Luxembourg, number B94093) whose registered office is at 114 Avenue de la Faiencerie, L-1511, Luxembourg (the "Lender")
Postcode L-1511

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

Walker Morris Solicitors
Kings Court
12 King Street
LEEDS
LS1 2HL

Ref: JEM

Time critical reference

For official Use
Mortgage Section

Post room



A07
COMPANIES HOUSE

0447
16/07/04

Short particulars of all the property mortgaged or charged

Please see Annex 1 attached.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Walter Morris

Date 13 July 2004

On behalf of [company] [XXXXXXXXXXXXXXXXXX] [mortgage or charge]

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

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

Companies House, Crown Way, Cardiff CF14 3UZ

ANNEX 1

1 SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

- 1.1 The Company covenants to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Lender the property set out below in the manner set out below:
- 1.1.1 By way of floating charge the undertaking and all property, assets and rights of the Company whatsoever and wheresoever both present and future.
- 1.2 Pursuant to clause 4 of the Debenture, the Company shall not:
- 1.2.1 create, purport to create or allow to subsist any Security Interest over the whole or any part of the Charged Assets; or
- 1.2.2 convey, assign, transfer or agree to convey, assign or transfer the whole or any part of the Charged Assets except in the ordinary course of its trade in respect of that part of the Charged Assets which is subject only to an uncrystallised floating charge in favour of the Lender.

2 DEFINITIONS

In this Form 395 the following words shall have the following meanings:

Charged Assets means all assets, rights and property of the Company the subject of any security created by the Debenture or pursuant to the Debenture and each and every item included therein or part or parts thereof;

Costs means all costs, charges or expenses on a full indemnity basis of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements;

Interest means at the rate of interest charged by the Lender to the Company from time to time;

Secured Liabilities means all monies, debts and liabilities from time to time due, owing or incurred by the Company to the Lender of any kind and in any currency (whether incurred alone or jointly with another) and the Lender's charges, commission, Costs and Interest;

Security Interest means any mortgage, charge, standard security, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any 'hold-back' or 'flawed asset' arrangement, any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security;

FILE COPY



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

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

COMPANY No. 02488212

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 13th JULY 2004 AND CREATED BY YOUR MORE STORE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO RETAIL HOLDINGS S.a.r.l UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JULY 2004.

GRH
P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES