



## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type or  
bold black  
lettering\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

Name of company

\* E &amp; S Retail Limited (the "Company")

2670582

Date of creation of the charge

12.2.93

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

Floating charge dated 12 FEBRUARY 1993 created by  
E & S Retail Limited. (the "Floating Charge").

Amount secured by the mortgage or charge

See Rider 1.

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

See Rider 2.

Postcode

Presentor's name, address and  
reference (if any):Freshfields  
65 Fleet Street  
London EC4Y 1HS

Ref: APR/ACBW/RKVA

For official use  
Mortgage section

Post from

REGISTERED

18 FEB 1993

18 FEB 1993

M

Time critical reference

Please do not  
write in  
this margin

See Rider 3.

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

Particulars as to commission allowance or discount (note 3)

Signed

*NT Young*

Date

*12/2/95.*

On behalf of ~~[company]~~ ~~[mortgagee/chargee]\*~~

\*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.

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The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoth Street, London SE1 5TS

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Rider 1

All obligations, covenants, undertakings and agreements and all moneys and liabilities whatsoever which from the date of the Floating Charge or at any time thereafter (whether on or after any demand) may become due, owing or payable to the Noteholders by the Company pursuant to a loan note instrument of 12 FEBRUARY 1993 1992 constituting up to £17 million Variable Rate Secured Loan Notes 1996 of the Company (the "Loan Note Instrument") and all amounts which may become payable or for which the Company may become liable under the Floating Charge and all banking, legal and other costs, charges and expenses whatsoever (on a full indemnity basis) and also all losses and damages that may be sustained, suffered or incurred by the Noteholders arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under the Floating Charge or the Loan Note Instrument, and also interest on the foregoing to the date of payment.



Rider 2

The persons (the "Noteholders") who, from time to time, are the holders of any of the Loan Notes (which term means up to £17 million Variable Rate Secured Loan Notes 1996 of the Company to be issued under the Loan Note Instrument.

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Rider 3

By way of first floating charge:

- (a) all freehold and leasehold property now vested in the Company.
- (b) any freehold or leasehold property now beneficially owned by, but not vested in, the Company.
- (c) all freehold and leasehold property hereafter acquired by the Company.
- (d) all present and future goodwill of the Company and uncalled capital for the time being of the Company.
- (e) all rights in intellectual property for the time being owned or held by the Company including all fees, royalties, and other rights derived therefrom or incidental thereto.
- (f) all book debts and other debts (including rents) and all moneys and liabilities whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgment or order to pay a sum of money) and the benefit of any Security Interests and securities for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company.
- (g) all the right, title and interest of the Company to and in any proceeds of any present or future insurances including any insurances effected to comply with clause 5 of the Floating Charge.

*KJA*

- (h) all Investments and rights and options to acquire Investments for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages; and
- (i) the undertaking of the Company and all its property, assets and rights, whatsoever and wheresoever, both present and future (including all stock in trade).

In the Floating Charge:-

"Charged Property"	means means the property, assets, undertaking and rights for the time being comprised in or subject to the Security Interests contained in the Floating Charge
"Investments"	means shares, stocks, options, debentures, bonds, warrants, certificates, and other securities)
"Security Interests"	means means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off, title transfer or retention arrangement or agreement, or any security interest whatsoever, howsoever created or arising)

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Notes

- (i) The Floating Charge contains a restriction on the Company creating or permitting to exist any Security Interest in, over or affecting any of the Charged Property (save for a lien arising by operation of law or in the ordinary course of trading: to the extent that amounts secured by the lien are not overdue) which ranks, or may come to rank, in priority to or pari passu with the Floating Charge or, except with the prior written consent of the Noteholders, any Security Interest which will rank after the charges contained in the Floating Charge.
  
- (ii) The ability of the Company to transfer, sell, lend, lease, licence or otherwise dispose of any of the Charged Property is subject to restrictions.

CW98PMRA

*Ng.*

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

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

I hereby certify that a mortgage or charge dated the 12th FEBRUARY 1993  
and created by E & S RETAIL LTD.

for securing all moneys due or to become due from the company to THE  
NOTEHOLDERS OF THE SECURED LOAN NOTES 1996 PURSUANT TO A LOAN NOTE INSTRU-  
MENT OF EVEN DATE CONSTITUTING UP TO £17 MILLION VARIABLE RATE SECURED  
LOAN NOTES 1996 AND ALL MONIES DUE OR TO BECOME DUE UNDER THE TERMS OF THE  
CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 18th FEBRUARY 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 22nd FEBRUARY 1993

No. 2670582

*P. Morris*  
P. MORRIS

an authorised officer

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P-4  
22/2  
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