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

\*insert full name  
of Company

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

For official use

**Company number**

13

04884126

Name of company

\* Markland (Supermarkets) Limited ("Company")

Date of creation of the charge

11 April 2008

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

**Charge over shares ("Charge")**

Amount secured by the mortgage or charge

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 Company to the Security Trustee and/or the other Finance Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Charge), provided that no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, the Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 (**"Secured Obligations"**)

All capitalised terms not defined elsewhere in this form 395 are as defined in annexure 1 to this form 395

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

The Governor and Company of the Bank of Ireland acting through its branch at 100 Baggot Street, Dublin 2 as security trustee for the Finance Parties ("Security Trustee")

Postcode Dublin 2

Presenter's name address and  
reference (if any)

**DLA Piper UK LLP**  
101 Barbirolli Square  
Manchester  
M2 3DL

104270/141014/18902034

Time critical reference

For official Use (02/06)  
Mortgage Section

1 Post room

THURSDAY



A14

\*AR4INZ5E\*

24/04/2008

279

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company charged and agreed to charge by way of first fixed charge all of its present and future right, title and interest in and to

- (a) all the Charged Securities which are at any time owned by the Company or in which the Company from time to time has an interest, together with
- (b) all present and future Related Rights from time to time accruing to those Charged Securities and all rights which the Company may have at any time against any clearance or settlement system or custodian in respect of any Charged Investments

Continued in Addendum 4/4

Particulars as to commission allowance or discount (note 3)

Nil

Signed *DA Pte UK LLP*

Date 23 April 2008

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

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write in  
this margin

**Please complete  
legibly, preferably  
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bold block  
lettering**

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

\*insert full name  
of Company

\* Markland (Supermarkets) Limited ("Company")

**Addendum 1/4**

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Addendum 2/4**

2 Amount due or owing on the mortgage or charge (continued)

**Addendum 3/4**

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

**Addendum 4/4**

4 Short particulars of all the property mortgaged or charged (continued)

**Negative pledge and disposals**

The Company shall not do or agree to do any of the following without the prior written consent of the Security Trustee

- (a) create or permit to subsist any Security on any Charged Investment (other than the US Share Pledge), or
- (b) sell, transfer, lease, lend or otherwise dispose of or part with (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 Charged Investment, or
- (c) take or permit the taking of any action which may result in
  - (i) the rights attaching to any Charged Investment being altered in a manner which is prejudicial to the Finance Parties, or
  - (ii) further shares in Markland Hersham Properties Limited being issued
- (d) nominate another person to enjoy or exercise all or any of its specified rights in relation to any Charged Investment, as contemplated by section 145 of the Companies Act 2006 or otherwise

All capitalised terms not defined elsewhere in this form 395 are as defined in annexure 1 to this form 395

**MARKLAND (SUPERMARKETS) LIMITED**

**Annexure 1 to form 395**

**Definitions**

**"Charged Investments"** means

- (a) the Charged Securities, and
- (b) all present and future Related Rights accruing to all or any of the Charged Securities,

**"Charged Securities"** means

- (a) the shares specified in the schedule (*Details of Charged Securities*) to the Charge being 8,624,002 ordinary shares of £1 each in Markland Hersham Properties Limited held by the Company,
- (b) any other stocks, shares, debentures, bonds or other securities of Markland Hersham Properties Limited now or in future owned legally or beneficially by the Company or in which the Company has an interest at any time

**"Facility Agreement"** means the sterling term facility agreement dated 11 April 2008 and made between (1) Markland Hersham Properties Limited (as Borrower), (2) The Governor and Company of the Bank of Ireland as Arranger, (3) the bank listed in schedule 1 of it as Original Lender, (4) The Governor and Company of the Bank of Ireland as Agent, (5) the Security Trustee and (6) The Governor and Company of the Bank of Ireland as Hedging Counterpart, pursuant to which the Lender agreed to make certain funds available to the Company,

**"Finance Document"** has the meaning given to that term in the Facility Agreement,

**"Finance Parties"** has the meaning given to that term in the Facility Agreement,

**"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

**"Security"** means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

**"US Share Pledge"** means the share pledge dated on or around the date hereof in a similar form to this deed and granted by the Chargor over the entire issued share capital of the Company in favour of the Junior Secured Party (as such term is defined in the US Facility)



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

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

**COMPANY NO. 4884126  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 11  
APRIL 2008 AND CREATED BY MARKLAND (SUPERMARKETS)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE GOVERNOR AND  
COMPANY OF THE BANK OF IRELAND AS SECURITY TRUSTEE  
FOR THE FINANCE PARTIES (SECURITY TRUSTEE) AND/OR  
THE OTHER FINANCE PARTIES (OR ANY OF THEM) 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 24 APRIL 2008

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 APRIL 2008**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES