

Short particulars of all the property mortgaged or charged

The Company charged and agreed to charge by way of 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

Negative Pledge and disposals

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

- (a) create or permit to subsist any Security on any Charged Investment (other than the UK Pledge), or
- Continued in Addendum 4/4

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 OLA Piper UK LLP

Date 23 April 2008

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

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 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)

- (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 the Company 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

MARKLANDS (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 loan agreement dated 15 April 2008 and made between (1) Markland NY Holdings Inc, (2) certain lenders party thereto and (3) The Governor and Company of the Bank of Ireland, Connecticut Branch as Administrative Agent, pursuant to which the Lenders agreed to make certain funds available to Markland NY Holdings Inc,

"Finance Party" means the Administrative Agent and each Lender and **"Finance Parties"** shall be construed accordingly,

"Lenders" has the meaning given to that term in the Facility Agreement,

"Loan Documents" has the meaning given to that term in the Facility Agreement,

"Notes" 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,

"UK Pledge" has the meaning given to that term in the Facility Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4884126
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 15
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 ADMINISTRATIVE
AGENT ON BEHALF OF THE LENDERS (SECURED PARTY)
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