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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Please do not
write in
this margin

CHFP025

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

*Insert full name of
company

To the Registrar of Companies

For official use

Company Number

2

4884126

Name of company

AUREUES (SUPERMARKETS) LIMITED (the Chargor)

Date of creation of the charge

14 October 2005

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

Deed of Debenture dated 14 October 2005 made between the Chargor and the Bank (the Deed)

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 in any other capacity whatsoever of the Chargor and/or of MHL to the Bank except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (the **Secured Liabilities**).

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

ANGLO IRISH BANK CORPORATION plc, of Stephen Court, 18-21 St Stephen's Green, Dublin 2, Ireland (the **Bank**)

Presentors name address and
reference (if any):

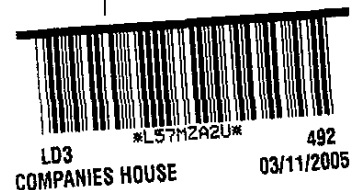
ADDLESHAW GODDARD
150 ALDERSGATE STREET
LONDON EC1A 4EJ

Ref: CONNA/307031.7979

For official use

Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

1. FIXED SECURITY

1.1 Creation

1.1.1 The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 1.3 of this form 395, charged in favour of the Bank by way of a first legal mortgage the property specified in Schedule 1; and

1.1.2 Likewise by way of a first fixed charge as security for the payment and performance of the Secured Liabilities charged in favour of the Bank:

- (a) (to the extent that they are not within clause 2.1.1 of the Deed) all interests in any freehold or leasehold property now or in the future belonging to it;
- (b) all rights under any agreement relating to the acquisition of the Mortgaged Property by or for the Chargor and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents now or hereafter in existence in relation to the Mortgaged Property;

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

1.11.2005

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.
- 5 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF4 3UZ

- (c) all plant and machinery belonging to the Chargor and its interest in any plant or machinery in its possession and in all Fixtures;
- (d) all benefits, claims and returns of premiums in respect of the Insurances;
- (e) its rights under any appointment of a managing agent of the Mortgaged Property or any Premises;
- (f) all moneys standing to the credit of any account (including the Security Account and notwithstanding that the existence of such an account may be in breach of the Deed) with any person and the debts represented by them;
- (g) its goodwill and its uncalled capital;
- (h) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to the Chargor;
- (i) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by the Chargor in relation to anything in sub-paragraph 2.1.2(h) of the Deed;
- (j) its rights under any hedging arrangements;
- (k) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (l) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the business of the Chargor or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
- (m) the benefit, to the extent vested in the Chargor, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to the Chargor against such persons;
- (n) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights; and
- (o) all shares, bonds and other securities owned by, or vested in, the Chargor.

1.2 **Assignment**

- 1.2.1 The Chargor, in the manner specified in Clause 2.3 of the Deed assigned to the Bank by way of security for the payment and performance of the Secured Liabilities: all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease;
- 1.2.2 all its rights (if any) under any insurance relating to the Mortgaged Property which the seller of that Mortgaged Property assigned to the Chargor in the sale and purchase agreement for that Mortgaged Property or to which the Chargor is otherwise entitled;

1.3 **Title Guarantee**

- 1.3.1 Every disposition effected by the Deed is made with full title guarantee.

The other terms of the Deed do not limit or extend any of the covenants implied by virtue of

Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

2. FLOATING CHARGE

2.1 Creation

The Chargor as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 2.3 of the Deed charged in favour of the Bank by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 2.

2.2 Conversion

2.2.1 The Bank may by notice to the Chargor convert the floating charge created by the Deed into a fixed charge in relation to all or any of the Chargor's assets specified in the notice if the Bank has reasonable grounds for considering those assets to be in jeopardy, by legal process or otherwise; or

2.2.2 The Bank becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Bank, be likely to lead to the making of an application to appoint an administrator in relation to the Chargor (or lead to the presentation of a petition to appoint, or that such an administrator has been appointed) or to wind up the Chargor (or that such a petition has been presented); or

that steps have been taken to appoint an administrator out of court.

2.3 Automatic Conversion

The floating charge created by the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of the Chargor (other than in respect of assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of automatic conversion) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not wind the Chargor up).

3. FURTHER ASSURANCES

3.1 In the Deed the Chargor assured that it shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Bank or a Receiver may reasonably require for:

3.2 perfecting or protecting the security intended to be created by this Deed over any Security Asset;

facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Bank or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset; including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Bank or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Bank may think expedient.

4. DEFINITIONS

In this form 395:

"Fixtures" means all fixtures and fittings (including those of trade) and fixed plant and machinery on the Mortgaged Property.

"Mortgaged Property" means any freehold or leasehold property (including the Premises) the subject of the security created by this Deed.

"Premises" means any building or other edifice on the Mortgaged Property or other Security Asset.

"Receiver" means a receiver and manager or (if the Bank so specifies in the relevant appointment) a receiver, in either case, appointed under this Deed or pursuant to any statute.

"Rental Income" means at any time:

- (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all Occupational Leases and agreements to which the Chargor's interest in the Mortgaged Property is in reversion (whether mediate or immediate) and otherwise deriving out of the Mortgaged Property and to which the Chargor is entitled, and
- (b) all other monies derived by the Chargor from any third parties relating to the use and/or occupation of the Mortgaged Property (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and any covenantor under any Occupational Lease and sums received from any deposit held as security for the performance of tenants' obligations)

but excluding in any case, any sum by way of service charge, value added tax, insurance payments or the like.

"Security Account" means any account established or maintained in the name of the Chargor with the Bank.

"Security Assets" means all assets of the Chargor the subject of any security created by this Deed (and includes the Mortgaged Property).

SCHEDULE 1

Mortgaged Property

None at the date hereof.

FILE COPY



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

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

COMPANY No. 04884126

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED THE 14th OCTOBER 2005 AND CREATED BY MARKLAND (SUPERMARKETS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY FORMERLY KNOWN AS AUREUES (SUPERMARKETS) LIMITED AND/OR MHL TO ANGLO IRISH BANK CORPORATION PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th NOVEMBER 2005.

p.a



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House