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COMPANIES FORM No. 395

Particulars of a mortgage or charge

0124991213

395

A fee of £13 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

05861135

Name of company

* MILGROS LIMITED (the "Company")

Date of creation of the charge

19 December 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

The Company's Obligations

Please see Paper Apart, Part 1 for definitions.

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

NATIONAL WESTMINSTER BANK PLC, 135 Bishopsgate, London together with its successors in title, assignees and transferees (the "Bank")

Postcode EC2M 3UR

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

DLA Piper Scotland LLP
Rutland Square
EDINBURGH
EH1 2AA

MU/MU/311119/3

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



A10

AJPIVLXD

04/01/2007

COMPANIES HOUSE

488

Please see Paper Apart, Part 2.

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)

N/A

Signed

DLAP, for Sweet LLP.

Date

3/1/07

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

Notes

† delete as
appropriate

- 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

THIS IS THE PAPER APART TO THE FOREGOING COMPANIES FORM 395 IN RELATION TO A SHARES PLEDGE BY MILGROS LIMITED IN FAVOUR OF BARCLAYS BANK PLC

Part 1 - Definitions

"Company's Obligations" means all the Company's Obligations to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses;

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they were incurred;

"Interest" means Interest at the rate(s) charged to the Company by the Bank from time to time;

"Property" means the whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Debenture; and

"Registered Land" means Flat 33 Dorney, Adelaide Road, London, NW3 3PP with Land Registry Title Number NGL808502 and Flat 27 Dorney, Adelaide Road, London, NW3 3PP with Land Registry Title Number NGL769673.

Part 2 - Short particulars of all property mortgaged or charged

The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-

1. **By** way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land;
2. **By** way of fixed charge all estates or interests in any freehold or leasehold property now and in the future vested in or charged to the Company except the property charged by paragraph 1 above;
3. **By** way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;
4. **By** way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts

5. **By way of fixed charge** all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;
6. **By way of fixed charge** all rents receivable from any lease granted out of any freehold and leasehold property of the Company;
7. **By way of fixed charge** all the goodwill and uncalled capital of the Company present and future;
8. **By way of fixed charge** all stocks and shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from attaching to the same;
9. **By way of fixed charge** all stocks shares and other securities of the Company present and future (except those charged by Clause 8 of the Debenture) and all income and rights derived from or attaching to the same;
10. **By way of fixed charge** all Intellectual property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service database rights confidential information know-how domain names and business names;
11. **By way of fixed charge** the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures or treasury instrument made with the Bank or any third party;
12. **By way of fixed charge** all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Debenture;
13. **By way of fixed charge** all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank of financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Debenture provided that the Bank may without prejudice to this deed permit the Company to make withdrawals from time to time; and
14. **By way of floating charge** all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture.

FILE COPY



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

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

COMPANY No. 05861135

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th DECEMBER 2006 AND CREATED BY MILGROS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2007.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES