

Particulars of a mortgage or charge

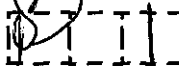
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5844033

Name of company

* Mars Bidco Limited (the "**Company**") of 2 Lambs Passage, London EC1Y 8BB

Date of creation of the charge

16 July 2006

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

Debenture dated 16 July 2006 (the "**Debenture**") between (1) Mars UK Holdco Limited (the "**Parent**") (2) the Company and (3) The Royal Bank of Scotland plc as security trustee for the Secured Parties (as defined in Schedule 3 attached hereto)

Amount secured by the mortgage or charge

See attached Schedule 1.

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

The Royal Bank of Scotland plc as security trustee for the Secured Parties (the "**Security Trustee**"), including any security trustee or additional security trustee for the time being appointed, of 135 Bishopsgate, London

Postcode EC2M 3UR

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

Clifford Chance LLP

10 Upper Bank Street

London

E14 5JJ

For official Use (06/2005)

Mortgage Section

Post room



PMQ
COMPANIES HOUSE

PIGE7008

748

28/07/06

Time critical reference

KES/TQH/70-40052125/MC

Short particulars of all the property mortgaged or charged

See attached Schedule 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)

None.

Signed

Clifford Armes

Date 28 July 2006

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 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

SCHEDULE TO FORM 395 RELATING TO DEBENTURE DATED 16 JULY 2006

SCHEDULE 1
AMOUNT SECURED BY THE MORTGAGE OR CHARGE

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All obligations which an Obligor may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including this Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by an Obligor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**")

SCHEDULE 2
SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

FIXED CHARGES

Pursuant to clause 3.1 of the Debenture the Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to any freehold or leasehold property in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- (1) the Real Property (other than any assigned pursuant to clause 2 of any Mortgage);
- (2) the Tangible Moveable Property;
- (3) the Accounts;
- (4) the Intellectual Property;
- (5) the Charged Intellectual Property;
- (6) any goodwill and rights in relation to the uncalled capital of the Company;
- (7) the Investments;
- (8) the Shares, all dividends, interest and other moneys payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- (9) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.

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ASSIGNMENTS

Pursuant to clause 3.2 of the Debenture the Company assigned and agreed to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- (1) the proceeds of any Insurance Policy and all Related Rights
- (2) all rights and claims in relation to any Assigned Account; and
- (3) the Specific Contracts.

FLOATING CHARGE

- (1) Pursuant to clause 3.3 of the Debenture the Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.
- (2) The floating charge is deferred in point of priority to all fixed security validly and effectively created under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.
- (3) To the extent that a fixed charge cannot be taken over any Consent Asset while consent is being sought pursuant to Clause 6.3 (*Consents*) of the Debenture the relevant Consent Asset shall be subject to a floating charge.
- (4) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Debenture

FURTHER ASSURANCE

This Debenture contains covenants for further assurance.

NEGATIVE PLEDGE

This Debenture contains a negative pledge.

SCHEDULE 3 DEFINITIONS

In this form 395:

"Accounts" means any account opened or maintained by the Company with the Security Trustee or any bank, building society, financial institution or other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"Assigned Accounts" means the accounts required to be opened pursuant to the Finance Documents and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee.

"Consent Asset" means any assets of the Company for which consent is necessary including any consent necessary for any Mortgage to enable the Consent Assets to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Debenture.

"Charged Intellectual Property" means any and all Intellectual Property owned by the Company now or in the future.

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

"Facility Agent" means up to the Replacement Date the Interim Facility Agent and on or after the Replacement Date the Senior Facilities Agent and the Mezzanine Facility Agent.

"Facility Agreements" means up to the Replacement Date, the Interim Loan Agreement and on or after the Replacement Date, the Senior Facilities Agreement, and the Mezzanine Facility Agreement.

"Finance Documents" means up to the Replacement Date, the Interim Documents and on or after the Replacement Date, the Senior Finance Documents and the Mezzanine Finance Documents.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests to which the Company is entitled, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

"Intercreditor Agreement" means up to the Replacement Date the Subordination Agreement and Trust Agreement and on or after the Replacement Date, the intercreditor agreement to be entered into between, amongst others, the Parent, the Company, the Security Trustee, the

Facility Agents, the Arrangers, the Lenders and the Hedge Counterparties (as defined therein).

"Interim Documents" means the Interim Documents as defined in the Interim Loan Agreement.

"Interim Lenders" means the lenders under the Interim Loan Agreement.

"Interim Loan Agreement" means the £840,000,000 interim loan agreement dated 16 July 2006 between the Parent as guarantor, the Company as borrower and the Interim Lenders.

"Interim Facility Agent" means The Royal Bank of Scotland plc in its capacity as agent for the Interim Lenders.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Lenders" means up to the Replacement Date, the Interim Lenders and on or after the Replacement Date, the Senior Lenders, and the Mezzanine Lenders.

"Mezzanine Facility Agent" has the meaning given to it in the Mezzanine Facility Agreement;

"Mezzanine Facility Agreement" means the £17,000,000 mezzanine facility agreement to be entered into between, amongst others, the Company as borrower, the Parent as guarantor, the Mezzanine Facility Agent, The Royal Bank of Scotland plc and Barclays Bank PLC as the mezzanine arrangers, the Security Trustee and the persons named therein as lenders.

"Mezzanine Finance Documents" means the Finance Documents as defined in the Mezzanine Facility Agreement.

"Mezzanine Lenders" means each Lender (as defined in and party to the Mezzanine Facility Agreement).

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

"Mortgage" means a mortgage or charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 5 (*Form of Legal Mortgage*) of the Debenture.

"Obligor" means up to the Replacement Date, the Parent and the Company under the Interim Loan Agreement and on or after the Replacement Date, the Obligors as defined in the Senior Facilities Agreement and Mezzanine Facility Agreement.

"Real Property" means:

- (d) any freehold, leasehold or immovable property; and
- (e) any buildings, trade and other fixtures, fittings, plant or machinery from time to time situated on or forming part of such freehold or leasehold property;

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Replacement Date" means the date on which the Interim Loan Agreement is replaced with the Senior Facilities Agreement and the Mezzanine Facility Agreement in accordance with clause 8.3 of the Interim Loan Agreement.

"Shares" means all of the shares held or to be held in McCarthy & Stone plc (registered no. 01146644) held by, to the order or on behalf of, the Company at any time.

"Secured Parties" means the Security Trustee, any Receiver or Delegate (as defined in the Intercreditor Agreement), the Facility Agents, each Ancillary Lender, each Hedge Counterparty and each Lender from time to time party to the Facility Agreements **provided that** in the case of the Facility Agents and Lenders such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms.

"Senior Facilities Agent" has the meaning given to it in the Senior Facilities Agreement.

"Senior Facilities Agreement" means the £823,000,000 senior facilities agreement to be entered into between, amongst others, the Company as borrower, the Parent as guarantor, the

Senior Facilities Agent, The Royal Bank of Scotland plc and Barclays Bank PLC as the arrangers, the Security Trustee and the persons named therein as Lenders.

"Senior Finance Documents" means the Finance Documents as defined in the Senior Facilities Agreement.

"Senior Lenders" means each Lender (as defined in and party to the Senior Facilities Agreement).

"Shareholder Loan Agreement" means the intra group loan agreement between the Parent as lender and the Company as borrower dated 16 July 2006.

"Shareholders and Capital Contribution Agreement" means the agreement so entitled dated 16 July 2006 between (1) Korolux S.A.R.L (2) the Permira Fund (as defined therein), (3) PIA Investments No.2 Limited (4) The Principal Investment Area of Barclays Capital, the investment banking division of Barclays Bank PLC (5) Mars Holdings Limited (6) Mars Issuer Limited (7) the Parent and (8) the Company.

"Specific Contracts" means (1) the Shareholder Loan Agreement and (2) the Shareholders and Capital Contribution Agreement

"Subordination Agreement" the subordination agreement dated on or about the date of this Debenture made between Mars Issuer Limited, the Parent, the Company and the Lenders (as defined therein).

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"Trust Agreement" means the trust agreement dated on or about the date of this Deed and made between the Parent, the Company, the Security Trustee and the Interim Facility Agent.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05844033

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 16th JULY 2006 AND CREATED BY MARS BIDCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM AN OBLIGOR AND THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES (THE "SECURITY TRUSTEE") OR ANY OF THE OTHER SECURED PARTIES ON ANY ACCOUNT WHATSOEVER 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 28th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd AUGUST 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES