

# M

CHFP025

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in black type, or  
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\* insert full name  
of Company

## 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

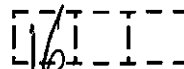
To the Registrar of Companies  
(Address overleaf - Note 6)

Name of company



For official use

Company number



1465195

\* Merchant Retail Group PLC (the "Chargor").

Date of creation of the charge

28 July 1999

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

First Guarantee and Debenture between the companies listed in Part II of  
the attached schedule and Barclays Bank PLC (the "Security Trustee") (the  
"Debenture").

Amount secured by the mortgage or charge

See Part III of the Schedule.

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

Barclays Bank PLC (as Security Trustee)  
50 Pall Mall  
PO Box No. 15161R  
London

Postcode SW1A 1QA

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

Lovell White Durrant  
65 Holborn Viaduct  
London  
EC1A 2DY

A7/CLR/AA/567979

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Part IV and Part VI of the attached Schedule.

N.B. Part V of the attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

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in black type, or  
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Particulars as to commission allowance or discount (note 3)

N/A.

Signed

*Lowell White Durrant*

Date

*9 August 1999*

On behalf of [company] [mortgagee/chargee] †

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
  
Companies House, Crown Way, Cardiff CF4 3UZ

## SCHEDULE TO FORM 395

### Part I

#### Definitions

"Agent"	means the agent under the Facilities Agreement;
"Assets"	means all the present, future or contingent undertaking, property, assets, rights and revenues of the Chargor, whatever and wherever in the world, and includes each or any of them;
"Beneficiaries"	means collectively the Agent, the Security Trustee, the Banks, the Underwriter, the Working Capital Banks and Barclays Bank PLC, and includes any one or more of them and " <b>Beneficiary</b> " shall be construed accordingly;
"Charging Companies"	means the companies named in Part II of this Schedule;
"Charging Company"	means any of the Charging Companies;
"Companies"	means the Charging Companies together with any other members of the Chargor's group which become party to the Debenture from time to time and (where the context permits) includes each or any of them;
"Deed of Accession"	has the meaning ascribed to such term in the Facilities Agreement;
"Designated Account"	has the meaning attributed to it by clause 5.1 ( <i>Treatment of Receivables</i> ) of the Debenture;
"Facilities Agreement"	means the facilities agreement dated 24 May 1999 and made between Merchant Retail Group PLC (as the Principal Borrower) (1), Merchant Retail Group PLC and others (as Borrowers) (2) and Barclays Bank PLC (as Underwriter, Working Capital Bank, Agent and Security Trustee) (3-6) which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, (including, without limitation, changes to the facilities provided or increases in their maximum amount);
"Facilities Agreement Beneficiaries"	collectively the Agent, the Security Trustee, the Banks, the Underwriter and the Working Capital Banks and includes any one or more of them and " <b>Facilities Agreement Beneficiary</b> " shall be construed accordingly;
"Fees Letter"	has the meaning ascribed to such term in the Facilities Agreement;

**"Floating Charge Assets"**

means, insofar only as concerns the floating charge created by clause 3.1(o) (*Charging Clause*) of the Debenture, Assets from time to time comprised within it;

**"Guarantor"**

means any Company insofar only as it covenants under clause 2.1(a)(ii) or (b)(ii) of the Debenture (*Covenant to Pay*) to pay or discharge money due or owing from or liabilities of any other Company to the Beneficiaries and **"Guarantee"** shall be construed accordingly;

**"Intellectual Property Rights"**

means all patents, utility models, trade marks, service marks (and all goodwill associated with them), rights in passing off, all brands and trade names, all copyrights (including copyright in computer software) and rights in the nature of copyright, semi-conductor topography rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights now or in the future, registered or unregistered, owned or enjoyed by the Chargor including the right to apply for all applications for the protection of the foregoing in any part of the world and the benefit of all agreements, licences and permissions now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any such rights, and includes each or any of them;

**"Land"**

includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land;

**"Principal"**

means any Company insofar only as it owes money or has incurred liabilities to a Beneficiary except as Guarantor;

**"Receivables"**

means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any of its Assets referred to in clause 3.1 (*Charging Clause*) of the Debenture;

**"Receiver"**

has the meaning attributed to it by clause 16.1 (*Appointment of a Receiver*) of the Debenture;

**"Secured Sums"**

means all money and liabilities covenanted and/or guaranteed to be paid or discharged by the Chargor to the Beneficiaries under clause 2.1 (*Covenant to Pay*) of the Debenture;

**"Securities"**

means all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) now or in the future owned at law or in equity by the Chargor including all interests in investment funds and all rights

and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

**"Security Documents"**

has the meaning ascribed to such term in the Facilities Agreement;

**"Security Trustee"**

means Barclays Bank PLC in its capacity as security trustee for, amongst others, the Beneficiaries and any successor security trustee appointed under the terms of the Facilities Agreement;

**"Senior Finance Documents"**

means the Facilities Agreement, the Security Documents, the Fees Letter, any Transfer Certificate, any Deed of Accession, the Working Capital Facility Letters and any other document designated as such by agreement between the Agent and Merchant Retail Group PLC and any amendments, supplements or additions to any such documents to the extent the same are permitted by the Facilities Agreement'

**"Trade Marks"**

means all registered trade marks and all brand, trade and/or business names owned by the Chargor from time to time;

**"Transfer Certificate"**

has the meaning ascribed to such term in the Facilities Agreement;

**"Working Capital Facility Letters"**

has the meaning ascribed to such term in the Facilities Agreement.

**Part II**

**The Charging Companies**

<b>Full Company Name</b>	<b>Registered Number</b>
Merchant Retail Group PLC	1465195
Normans Group Limited	1366060
The Perfume Shop Limited	2699577
Joplings Limited	503553
Joplings Financial Services Limited	1073817
Chantlee Properties Limited	271828

### Part III

#### Amount secured by the mortgage or charge

1. By clause 2.1(a) of the Debenture, the Chargor:

- (a) covenanted that it will on demand in writing made to it by the Security Trustee or the relevant Facilities Agreement Beneficiary, pay or discharge to the Security Trustee on the due date therefor, all money and liabilities owing or incurred by it to each Facilities Agreement Beneficiary under or pursuant to the Senior Finance Documents; and
- (b) covenanted and guaranteed that if for any reason any other Company has not paid any sum payable by it under any Senior Finance Document by the time, on the date and otherwise in the manner specified in such Senior Finance Document (whether on the due date, on acceleration or otherwise) it will on demand in writing made to it by the Security Trustee or the relevant Facilities Agreement Beneficiary, pay or discharge to the Security Trustee all money and liabilities on the date of the Debenture or in the future due, owing or incurred by that Company to each Facilities Agreement Beneficiary under or pursuant to the Senior Finance Documents,

in either case whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Facilities Agreement Beneficiary was an original party to the relevant transaction and so that interest shall be computed and compounded in accordance with the Senior Finance Documents and clause 21.2 (*Overdue Amounts*) of the Debenture (after as well as before any demand or judgment).

2. By clause 2.1(b) of the Debenture, the Chargor:

- (a) covenanted that it will on demand in writing made to it by the Security Trustee or Barclays Bank PLC pay or discharge to the Security Trustee on the due date therefor all money and liabilities then or in the future due, owing or incurred by it to Barclays Bank PLC on any account whatsoever; and
- (b) covenanted and guaranteed that if for any reason any other Company has not paid any sum payable by it to Barclays Bank PLC on any account whatsoever on the due date it will on demand in writing made to it by the Security Trustee or Barclays Bank PLC pay or discharge to the Security Trustee all money and liabilities then or in the future due, owing or incurred by that Company to Barclays Bank PLC,

in either case whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not Barclays Bank PLC was an original party to the relevant transaction and so that interest shall be computed and compounded in accordance with clause 21.2 (*Overdue Amounts*) of the Debenture (after as well as before any demand or judgment).

## **Part IV**

### **Particulars of the property mortgaged or charged**

1. By clause 3.1 of the Debenture the Chargor with full title guarantee charged to the Security Trustee with the payment or discharge of all Secured Sums:
  - (a) by way of first legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the date of the Debenture and registered at HM Land Registry, (including but not limited to the interests of the Chargor in the Land described in Part VI of this Schedule);
  - (b) by way of first legal mortgage, all other freehold and leasehold Land in England and Wales vested in the Chargor at the date of the Debenture and not registered at HM Land Registry, (including but not limited to the interests of the Chargor in the Land described in Part VI of this Schedule);
  - (c) by way of first fixed equitable charge, all Land then or in the future becoming the property of the Chargor (except Land charged referred to in the preceding paragraphs);
  - (d) by way of first fixed charge, all interests in Land or the proceeds of sale of Land at the date of the Debenture or in the future belonging to the Chargor which have not already been charged under the charges referred to in the preceding paragraphs and all licences at the date of the Debenture or in the future held by the Chargor to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Chargor is or may in the future become entitled;
  - (e) by way of first fixed charge, all plant and machinery of the Chargor at the date of the Debenture or in the future attached to any Land which, or an interest in which, is charged under the charges referred to in the preceding paragraphs and all rights and interests of the Chargor under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
  - (f) by way of first fixed charge, all rental and other income and all debts and claims at the date of the Debenture in the future due or owing to the Chargor under or in connection with any lease, agreement or licence relating to Land;
  - (g) by way of first fixed charge, all Securities belonging to the Chargor;
  - (h) by way of first fixed charge, all contracts and policies of insurance and assurance at the date of the Debenture or in the future held by or otherwise benefiting the Chargor and all rights and interests of the Chargor in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
  - (i) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Chargor;
  - (j) by way of first fixed charge, all Intellectual Property Rights of the Chargor capable of being validly charged by way of fixed charge;

- (k) by way of first fixed charge, all book and other debts at the date of the Debenture or in the future owing to the Chargor and all rights and claims of the Chargor against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged pursuant to the charges referred to in the preceding paragraphs, the proceeds of which shall, for the avoidance of doubt, on payment into the Designated Account cease to be subject to the fixed charges contained in this paragraph and shall instead be subject to the floating charge contained in clause 3.1(o) of the Debenture;
- (l) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies at the date of the Debenture or in the future available to the Chargor as security for any Receivable or for the performance by any third party of any obligation at the date of the Debenture or in the future owed to the Chargor;
- (m) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Chargor which is blocked or is expressed to be subject to a fixed or specific charge;
- (n) by way of first fixed charge, all money at any time standing to the credit of any Realisation Account;
- (o) by way of floating charge:
  - (i) all Assets at the date of the Debenture or in the future owned by the Chargor except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the preceding paragraphs including any Assets comprised within a charge which is reconverted under clause 3.7 of the Debenture; (*Decrystallisation of Floating Charge*); and
  - (ii) without exception all Assets insofar as they are for the time being situated in Scotland;

but in each case so that the Chargor shall not create any Encumbrance, save for Permitted Encumbrances (as defined in the Facilities Agreement), over any Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in clause 6.1 of the Debenture (*Negative Pledge and other Restrictions*) with respect to any Floating Charge Asset and the Chargor shall not, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset save as permitted by clause 15.4 (*Restrictions on Disposals*) of the Facilities Agreement.

2. By clause 3.2 of the Debenture, the Chargor assigned and agreed to assign to the Security Trustee as continuing security for the payment, discharge and performance of the Secured Sums, all rights of the Chargor to have shares in A De Gruchy Holdings Limited transferred to the name of or held to the order of the Chargor (or its nominee) pursuant to the offer by SG Hambros Corporate Finance Advisory on behalf of the Chargor to purchase such shares.



## Part V

### Covenants and restrictions

1. By clause 3.4 of the Debenture, the Chargor agreed that the floating charge created by it under clause 3.1(o) of the Debenture may be crystallised into a fixed charge by notice in writing by the Security Trustee to the Chargor. Such crystallisation shall take effect over such Floating Charge Assets or class or classes of Floating Charge Assets as shall be specified in the notice. If no Floating Charge Assets are so specified, it shall take effect over all Floating Charge Assets of the Chargor.
2. By clause 3.5 of the Debenture, the Chargor agreed that if the Chargor, without the Security Trustee's prior written consent and save as permitted under the Facilities Agreement, takes any step to charge (whether by way of fixed or floating charge) or otherwise encumber any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Chargor's business or as otherwise permitted under the Facilities Agreement or if any person takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 3.1(o) of the Debenture shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.
3. By clause 3.6 of the Debenture the Chargor agreed that except as otherwise stated in any notice given under clause 3.4 of the Debenture (*Crystallisation of Floating Charge*) or unless such notice relates to all Floating Charge Assets, Floating Charge Assets acquired by the Chargor after crystallisation has occurred under clause 3.4 (*Crystallisation of Floating Charge*) or 3.5 (*Automatic Crystallisation*) of the Debenture shall continue subject to the floating charge created by clause 3.1(o) (*Charging Clause*) of the Debenture, so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation.
4. By clause 3.7 of the Debenture the Chargor agreed that any charge by the Chargor which has crystallised under clause 3.4 (*Crystallisation of Floating Charge*) or 3.5 (*Automatic Crystallisation*) of the Debenture may, by notice in writing given at any time by the Security Trustee to the Chargor, be reconverted into a floating charge in relation to the Assets or class or classes of Assets specified in such notice.
5. By clause 3.10 of the Debenture, the Chargor agreed that any debentures, mortgages or charges (fixed or floating) created in the future by the Chargor (except those in favour of the Security Trustee) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
6. By clause 5.1 of the Debenture, the Chargor agreed that it shall collect and realise all Receivables and shall pay into any operating account of the Chargor such other bank as may be specified by the Security Trustee all money which it may receive in respect of them immediately on receipt. The Chargor shall, pending such payment, hold all money so received upon trust for the Security Trustee and shall not, without the prior written consent of the Security Trustee, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any other person or purport to do so.

7. By clause 6.1 of the Debenture, the Chargor agreed that it shall not, without the prior written consent of the Security Trustee and save for the Chargor's rights in respect of Permitted Encumbrances and the terms of clause 15.4 (*Restrictions on disposals*) of the Facilities Agreement:
- (a) create, or agree or attempt to create, or permit to subsist, any Encumbrance on its present or future assets or any part of them except Permitted Encumbrances;
  - (b) sell or otherwise dispose of any of its assets to persons on terms which would, or are intended to, result in such assets being leased to or re-acquired by a member of the Chargor's group save where the resulting finance leases would be permitted under clause 15.7 of the Facilities Agreement;
  - (c) permit any person other than any Company, the Security Trustee or its nominee to be registered as holder of any securities or any part thereof; and
  - (d) knowingly do or cause or permit to be done anything which may have an adverse effect on the market value of the Securities or their value to the Security Trustee or the Beneficiaries.
8. By clause 7.1 of the Debenture, the Chargor agreed that it would on demand by the Security Trustee execute and deliver to the Security Trustee:
- (a) a valid legal mortgage, standard security or other hypothecation (as appropriate) of any Land then or thereafter belonging to the Chargor;
  - (b) a valid fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land then or thereafter belonging to the Chargor;
  - (c) a legal assignment or other fixed security over all or any Intellectual Property Rights or Receivables;
  - (d) a legal charge over all or any of its Securities from time to time;
  - (e) a chattel mortgage over such of its chattels, plant, machinery, computers and/or other equipment of the Chargor as the Security Trustee may specify;
  - (f) a fixed charge or other fixed security over any Floating Charge Assets;
  - (g) where any Asset is situated outside England and Wales, such fixed security as the law of the place where the Asset is situated will allow and which the Security Trustee may require; and
  - (h) such other documents as the Security Trustee may require to further secure the payment of the Secured Sums or to perfect the Debenture, or to vest title to any Asset in itself or its nominee or any purchaser in each case.
9. By clause 9.2 of the Debenture, the Chargor agreed that it shall not, without the prior written consent of the Security Trustee or save as permitted by clause 15.6 of the Facilities Agreement, seek to charge, factor, discount, assign, encumber or sell or otherwise dispose or compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.

10. By clause 11.2 of the Debenture, the Chargor agreed it shall not, without the prior written consent of the Security Trustee, enter into restrictive obligations affecting any Land or create or permit to arise any overriding interest or any easement or right whatever in or over it (other than those which arise by operation of law) which could reasonably be expected to materially adversely affect its value or the value of the security over it.
11. By clause 12.1 of the Debenture, the Chargor agreed, inter alia, that during the continuance of the security constituted by the Debenture, unless the Security Trustee otherwise agrees in writing it will:-
  - (a) take all necessary action to protect and maintain the Intellectual Property Rights including the Trade Marks and franchises (wherever situate) which are material to the Chargor's business and contracts and promptly notify the Security Trustee of any infringement or alleged infringement or any challenge to the validity of any such Intellectual Property Rights of which the Chargor has notice and supply the Security Trustee with all information in its possession relating thereto as the Security Trustee may reasonably request;
  - (b) duly register (and pay all fees and costs in connection therewith) in such register(s) or with such authorities as may be available for the purpose (in the United Kingdom or elsewhere) and in such name(s) as may be required by the law and practice of the place of registration such of the following as may be capable of registration, whether in the United Kingdom or elsewhere:
    - (i) the Debenture;
    - (ii) all licences, registered user agreements or other interests granted to or acquired by the Chargor relating to its Intellectual Property Rights; and
    - (iii) all future assignments and/or mortgages made hereunder;
  - (c) pay all application, registration, renewal and other payments necessary for effecting, protecting, maintaining or renewing registrations required to be made under clause 12.1(b) of the Debenture at least one calendar month before the latest time provided for payment thereof and do all other acts and things necessary for maintaining all Intellectual Property Rights in full force and effect and send or deliver to the Security Trustee the receipt for every such payment immediately after the same shall have been made. If default shall be made by the Chargor in making such payments or doing such acts or things, the Security Trustee may make such payments or cause such acts or things to be done. All moneys expended by the Security Trustee under this provision shall be recoverable by the Security Trustee under clause 21 of the Debenture;
  - (d) use reasonable endeavours to procure that any agents acting for it shall agree in writing to notify the Security Trustee of any renewal or other fees due in respect of any Intellectual Property Rights and of any such acts or things necessary for protecting and maintaining any of the Intellectual Property Rights before such payment is due or such act or thing must be done;
  - (e) maintain an up-to-date record of all trade marks, applications for registration of trade marks and of all copyright, patents and patent applications owned by the Chargor and provide a copy to the Security Trustee on written request;

- (f) at the request of the Security Trustee, provide the Security Trustee with a written summary of all trade marks, trade mark applications, trade names and Intellectual Property Rights comprised in clause 3.1(j) of the Debenture acquired by the Chargor (whether in the United Kingdom or elsewhere) since the creation of the Debenture or the date of the last notification, as the case may be;
  - (g) not sell, assign, transfer, license or agree to license any Intellectual Property Rights or any interest therein or permit any third party to use such Intellectual Property Rights save as permitted under the provision of the Facilities Agreement;
  - (h) not alter any specification for which any Trade Mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any Trade Mark;
  - (i) diligently commence and prosecute all proceedings as may be necessary to prevent infringement or, as applicable, continued infringement of all Intellectual Property Rights belonging to the Chargor where such infringement has or could have a material effect on the Chargor's business; and
  - (j) not without the Security Trustee's prior written consent use the Security Trustee's name in or join the Security Trustee into any proceedings relating to infringement of any Intellectual Property Rights.
12. By clause 13.1 of the Debenture, the Chargor agreed that it would not, without the prior written consent of the Security Trustee, exercise any power of leasing or accepting surrenders of leases of, any Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet save as permitted under the provisions of the Facilities Agreement.
13. By clause 13.2 of the Debenture, the Chargor agreed that it shall not part with possession (except on the determination of any lease, tenancy or licence granted to the Chargor) of any Land or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Security Trustee.

## Part VI

### Freehold and leasehold land charged under clauses 3.1(a) and 3.1(b) of the Debenture

#### Registered Land

Company	Property Description	Title Number
Chantlee Properties Limited	Land on the east side of John Street, Sunderland	TY160101
Chantlee Properties Limited	Land on the north side of Hendon Street, Sunderland	TY213728
Chantlee Properties Limited	Property at Regent Street, The Parade, and Bedford Street, Leamington Spa	WK142768

Company	Property Description	Title Number
Merchant Retail Group plc	Exminster House, Exminster, Devon	DN300542
Merchant Retail Group plc	9 Springwell Court, Springwell Business Park, Holbeck, Leeds	WYK426511

**Unregistered Land**

Company	Property Description	Tenure
Chantlee Properties Limited	Robbs Department Store, Fore Street, Priestpopple, Hallgate, Northumberland	Freehold
Chantlee Properties Limited	Tynedale Park, Haugh Lane Industrial Estate, Hexham, Northumberland	Freehold
Chantlee Properties Limited	Hallgarth House and Cottage, Hallgate, Hexham, Northumberland	Freehold

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01465195

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIRST GUARANTEE AND DEBENTURE DATED THE 28th JULY 1999 AND CREATED BY MERCHANT RETAIL GROUP PLC FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM THE CHARGOR BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE BENEFICIARIES (AS DEFINED) OR THE RELEVANT FACILITIES AGREEMENT BENEFICIARY (AS DEFINED) UNDER OR PURSUANT TO THE SENIOR FINANCE DOCUMENTS (AS DEFINED) AND ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM ANY OTHER COMPANY TO BARCLAYS BANK PLC OR THE RELEVANT FACILITIES AGREEMENT BENEFICIARY UNDER OR PURSUANT TO THE SENIOR FINANCE DOCUMENTS ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th AUGUST 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th AUGUST 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE

*P. Law*