

MR01

Particulars of a charge



Companies House

231583/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

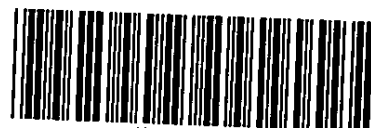
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record **Do not send the original**

FRIDAY



LD5 03/10/2014 #106
COMPANIES HOUSE

1 Company details

Company number 01207120

Company name in full Bestway Cash & Carry Limited

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/07/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name U S Bank Trustees Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"
Brief description	Land- Freehold (AGL229357), Description, Geron Way, Edgware Road, London, Value £10,000,000 IP - Description, UK00001300649, IMPERIAL STAG, registered 11/02/1987 For more details please refer to the instrument	Please limit the description to the available space
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^①	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
	Please sign the form here	
Signature	Signature X <i>White & Carter LLP.</i> X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Charles Mercer

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region London

Postcode EC2N 1DW

Country United Kingdom

DX

Telephone + 44 20 7532 1000

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 1207120

Charge code: 0120 7120 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2014 and created by BESTWAY CASH & CARRY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2014.

Given at Companies House, Cardiff on 8th October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Jim J. King
A SOLICITOR OF WHITE & CASE LLP
02/10/2014

I certify that, save for material redacted pursuant to
s.859G of the Companies Act 2006, this copy instrument
is a correct copy of the original instrument
White & Case LLP

EXECUTION VERSION

Deed of Accession

This Deed is dated *1 October* 2014

Between.

- (1) The companies listed in Schedule 1 (*The Additional Chargors*) (each an "Additional Chargor" and together the "Additional Chargors"),
- (2) Bestway Securities Limited, for itself and as agent for each of the other Chargors under and as defined in the Debenture referred to below (the "Parent"); and
- (3) U.S. Bank Trustees Limited as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the "Security Agent").

Background

- (A) Each Additional Chargor other than Bestway Northern Limited is a wholly-owned Subsidiary of the Parent. Bestway Northern Limited is a wholly-owned subsidiary of Oakleaf Limited
- (B) The Parent has entered into a security agreement dated 23 September 2014 (the "Debenture") between, among others, itself and the other Chargors under and as defined in the Debenture, and the Security Agent
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under this Deed and the Debenture. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as a Debtor
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

It is agreed as follows

1 Interpretation

Terms defined in the Debenture (or given a meaning in the Debenture by reference to the Facilities Agreement or the Intercreditor Agreement, each as defined in the Debenture) have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document as defined in the Facilities Agreement

2 Accession

With effect from the date of this Deed each Additional Chargor

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor,

and the representations and warranties set out in Clause 7 (*Representations and warranties – general*) of the Debenture are made by each Additional Chargor on the date of this Deed

3 Security

Paragraphs (a) to (g) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed

- (a) All the Security created by this Deed.
 - (i) is created in favour of the Security Agent;

- (ii) is security for the payment, discharge and performance of all the Secured Obligations, and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
 - (b) The provisions of clause 6 of the Debenture shall apply with respect to any asset that requires any third party consent or waiver of prohibition in order to grant an assignment or fixed charge over such asset as envisaged by this Deed
 - (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties
 - (d) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of the Security created by this Deed
 - (e) Each Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with clauses 3, 4 and 5 of the Debenture including those assets more specifically referred to in paragraph (f) below.
-
- (f) Each Additional Chargor
 - (i) charges by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and specified in Part 1 of Schedule 2 to this Deed,
 - (ii) charges by way of a first legal mortgage all shares owned by it and specified in Part 2 of Schedule 2 to this Deed,
 - (iii) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 3 of Schedule 2 to this Deed,
 - (iv) charges by way of a first fixed charge all of its rights in respect of any Registered Intellectual Property specified in Part 4 of Schedule 2 to this Deed and any future Intellectual Property acquired or created by the Additional Chargor at any time after the date of this Deed, and
 - (v) charges by way of first fixed charge all its present and future right, title and interest in and to the Accounts specified in Part 5 of Schedule 2 to this Deed, and
 - (vi) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the insurance policies specified in Part 6 of Schedule 2 to this Deed
 - (g) (i) Each relevant Additional Chargor
 - (A) shall promptly apply to HM Land Registry for first registration of the property interests specified in Part 1 of Schedule 2 to this Deed, and registration of that Additional Chargor as owner of such real property if required to do so pursuant to the Land Registration Act 2002 and to the extent not already done,
 - (B) shall promptly apply to HM Land Registry to register the legal mortgage created by paragraph 3(f)(i) of this Deed, and promptly submit to HM Land Registry the duly completed Form RX1

requesting the restriction set out in paragraph 3(h) of this Deed and Form CH2 in respect of the obligation to make further advances, and

- (C) shall promptly pay all appropriate registration fees in respect of such applications
- (ii) In the case of any property interests specified in Part 1 of Schedule 2 to this Deed which are leasehold, in relation to which the consent of the landlord is required in order for that Additional Chargor to perform any of the foregoing obligations, that Additional Chargor shall use its reasonable endeavours to obtain such consent as set out in clause 6 (*Third party consents*) of the Debenture
- (h) Each relevant Additional Chargor consents to a restriction in the following terms being entered into on the register of title relating to any property interests specified in Part 1 of Schedule 2 to this Deed registered at HM Land Registry

~~"No disposition (save for the grant of a lease for a term of less than 21 years which does not reserve a premium) of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register, or its conveyancer"~~

- (i) Each relevant Additional Chargor consents to a note in relation to the obligation on the part of the Secured Parties (other than the Security Agent) to make further advances to the relevant Additional Chargor to be entered on the register of title relating to any property interests specified in Part 1 of Schedule 2 to this Deed registered at the Land Registry by way of Form CH2

4 Miscellaneous

With effect from the date of this Deed

- (a) the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed),
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 2 (or any part of it) will include a reference to this Deed (or relevant part of it), and
- (c) the Parent, for itself and as agent for each of the other Chargors under the Debenture, agrees to all matters provided for in this Deed

5 Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law

This Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

Schedule 1 Additional Chargors

Name of Additional Chargor, Guarantor	Original Jurisdiction	Address	Registration number
Bestway Northern Limited	England and Wales	2 Abbey Road, Park Royal London, United Kingdom NW10 7BW	02675585
Bestway Cash & Carry Limited	England and Wales	2 Abbey Road, Park Royal London, United Kingdom NW10 7BW	01207120
Bestway Direct Limited	England and Wales	2 Abbey Road, Park Royal London, United Kingdom NW10 7BW	04103203
MAP Trading Limited	England and Wales	2 Abbey Road, Park Royal London, United Kingdom NW10 7BW	01826942
Palmbest Limited	England and Wales	2 Abbey Road, Park Royal London, United Kingdom NW10 7BW	02548785
Batleys Limited	England and Wales	2 Abbey Road, Park Royal London, United Kingdom NW10 7BW	00675326
Batleys Properties Limited	England and Wales	2 Abbey Road, Park Royal London, United Kingdom NW10 7BW	00170410
Batleys Glasgow Limited	Scotland	30 McDonald Place, Edinburgh, EH7 4NH	SC125810
Benson (Grocers) Limited	Scotland	30 McDonald Place, Edinburgh, EH7 4NH	SC256747
Bellevue Cash and Carry Limited	Scotland	30 McDonald Place, Edinburgh, EH7 4NH	SC046528

Schedule 2 Security Assets

Part 1 Real Property

Chargor	Freehold/Leasehold	Description	Value
Bestway Northern Limited	Freehold (WM599697)	Redfern Road, Tyseley, Birmingham	£3,850,000
	Freehold (MS575366)	Unit-1, Chancerygate, Business park, Heysham Road, Aintree, Liverpool, L70 1JL, Aintree	£3,630,000
	Freehold (WM743129)	2 Roway Lane, Oldbury, Oldbury	£3,900,000
	Freehold (WK389056)	Walsingham Drive, Bermuda Park, Nuncaton	£3,800,000
	Freehold (WYK506386)	Intercity Way, Swinnow Lane, Stanningley, Leeds	£3,070,000
	Leasehold (TY401716)	Follingsby Close, Wardley, Gateshead	£2,870,000
	Freehold (MS202573) Freehold (MS375360)	Kingsway Park, St Anne Street, Liverpool	£3,100,000
	Freehold (GM850168) Freehold (GM347807)	Yew Street, Manchester, Stockport	£2,550,000
	Freehold (SF434342)	Lymedale Park, Holditch, Newcastle Under Lyme	£2,850,000
	Freehold (WYK506386)	Units 1-4, Intercity Way, Swinnow Lane, Stanningley, Leeds	£950,000
	Leasehold (TY97026)	262 Princessway central, Team Valley Trading Estate, Gateshead, NE11 0UT, Depot, Team Valley	£3,400,000

Freehold (EX64316)	691 Princes Avenue, Southend on sea, SS0 0JA, Investment, Southend on Sea	£6,250,000
Freehold (DY366416)	West Service Road, Raynesway, Derby	£3,770,000
Freehold (GM821631)	Stone Hill Road, Farnworth, Bolton	£3,200,000
Freehold (GM622576)	Oldham Road, Newton Heath, Manchester	£2,750,000
Freehold (LA922536)	Lower Eccleshill Road, Darwen, Darwen	£2,900,000

Bestway Cash & Carry Limited	Freehold (AGL229357)	Geron Way, Edgware Road, London	£10,000,000
Palmbest Limited	Freehold (MX169586)	Units 1-5 including car park, Canon Trading Estate, Wembley	£3,250,000
	Freehold (SGL31171)	115-123 Powis Street, Woolwich	£4,245,000
	(EGL318257)	32-48 Woodall Road, Redburn industrial Estate, Enfield	£7,320,000
	Freehold (EGL294445)	Units 1-9, Lea Bridge Industrial Estate, Heybridge Way, London	£5,960,000
	Freehold (NN200446)	Eaton Walk, College Street, Rushden	£3,480,000
	Freehold (WK194086)	Unit 1, Hood Street, Coventry	£2,630,000
	Freehold (HP54030)	207-211 Commercial Road, Portsmouth	£2,700,000
	Freehold (NGL239996) Freehold (NGL239997) Freehold (NGL239998) Freehold (NGL240000) Freehold (LN47054)	320-324 Kilburn High Road, Kilburn, London	£2,250,000

Freehold (LN107335)	206 Earls Court Road & Flats 1-4 Trebovir Road, Earls Court, London	£2,300,000
Freehold (HP596932)	Harrow House, Bessemer Road, Basingstoke	£1,160,000
Leasehold (NGL854890)	175 Quadrangle Tower, Cambridge Square, London	£1,750,000
Freehold (EX448989)	87 High Street, Brentwood	£475,000
Freehold (NN252178) Freehold (NN232051)	103 High Street, Rusden	£75,000
Leasehold (WM778772)	33 Triumph House, Manor House, Coventry	£115,000
Freehold (LN89626)	61, Chappel Market, Islington London	£530,000
Freehold (NGL171816)	612-612a Finchley Road, Golders Green	£16,500,000
Freehold (HD393337)	Natwest House, 215- 255 Shenley Road, Borehamwood	£5,750,000
Freehold (NGL15516)	5-11 Westbourne Grove, Westbourne Grove	£14,000,000
Freehold (BM234594)	Units 1-4, 48-52 High Street, Chesham	£2,340,000
Freehold (NGL395971)	235-237 Finchley Rd, Finchley, London	£6,000,000
Freehold (SK108477)	9-13 St Matthews Street, Ipswich	£375,000
Freehold (NGL1124)	1328 Uxbridge Road, Hayes End, Hillingdon	£310,000
Freehold (NN56366)	Ashby House, 33-37 Sheep Street, Northampton	£1,000,000
Freehold (ND105102)	Coopies Lane Industrial Estate, Morpeth	£675,000

Batleys Properties Limited	Freehold (WYK622152)	Euroway Trading Estate, Roydsdale Way, Bradford	£2,980,000
	Freehold (HP565459)	Talbot Road, Off Stephenson Road, Segenworth South, Fareham, Depot, Southampton	£6,250,000
	Freehold (WK346469)	Plot 5200 Gielgud Way, Cross Point Retail Park, Anstey, Depot, Coventry	£5,216,000
	Freehold (DU86737)	Drum Industrial Estate, Birtley, Chester-Le-Street, Newcastle	£2,785,000
	Freehold (WT189661)	Frankland Road, Blagrove Ind Est, Swindon	£2,925,000
	Leasehold (MS259956)	Venture Park Industrial Estate, Windy Arbour Road, Whiston, Liverpool	£2,600,000
	Freehold (CE102957)	Concorde Way, Preston Farm Ind Est, Stockton-on-Tees, Cleveland	£1,950,000
	Freehold (SYK372074)	Park House Lane, Bawtry Road, Tinsley, Sheffield	£1,600,000
	Leasehold (YWE4060) Leasehold (YWE4084) Leasehold (YWE5386) Leasehold (YWE5393) Leasehold (YWE5397) Leasehold (YWE8561)	Land to the North of Deighton Road, Huddersfield	£1,000,000 together with Leeds Road, Huddersfield, Depot, Huddersfield referred to below
	Leasehold (NT332019)	Firth Way, Blenheim Ind Est, Camberley Rd, Bulwell, Depot, Nottingham	£5,860,000
	Freehold (K808416)	Courteney Road, Gillingham, Depot, Gillingham	£6,680,000

Leasehold (GM374370)	Ohio Avenue , Salford Enterprise Zone, Depot, Salford	£4,500,000
Leasehold (GM374370) Freehold (WM405390)	Kennick Way, Sandwell, West Bromwich, Depot, Birmingham	£4,600,000
Freehold (WYK716106)	Skelton Grange Road, Stourton, Depot, Leeds	£390,000
Freehold (WA857057)	Longwood Drive, Forest Farm, Depot, Cardiff	£3,950,000
Freehold (LA803107)	Walton Summit Road, Unit 70, Walton Summit Estate, Depot, Preston	£2,400,000

Leasehold (WYK134835) Freehold (WYK150348) Leasehold (WYK191211) Leasehold (WYK207163) Leasehold (WYK840438)	Leeds Road, Huddersfield, Depot, Huddersfield	£1,000,000 together with the Land to the North of Deighton Road, Huddersfield referred to above
Leasehold (SYK365978) Leasehold (SYK40605) Leasehold (SYK173976) Leasehold (SYK365977)	Chappell Drive, Docking Hill	£1,405,000

Part 2 Shares

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Batleys Limited	Batleys Properties Limited		£1 00 Ordinary	51,603,000
Batleys Limited	Batleys Properties Limited		£1 00 8% Cumulative Preference	2,000

Part 3 Relevant Contracts

Chargor	Description
Bestway Northern Limited	Structural Intra-Group Loan

Part 4
Registered Intellectual Property Rights

Chargor	Description
Bestway Cash & Carry Limited	<p>UK00001300649, IMPERIAL STAG, registered 11/02/1987</p> <p>UK00001301485, THE IMPERIAL CZAR, registered 19/02/1987</p> <p>UK00001312753, [image], registered 11/06/1987</p> <p>UK00002022350, B BESTWAY SOFTLY, registered 31/05/1995</p> <p>UK00002036409, WHITE PEARL, registered 21/09/1995</p> <hr/> <p>UK00002381458, FRUIT BLUSH, registered 05/01/2005</p> <p>UK00002106963, Best-in 6 WHITE PITTA BREAD POUCHES, registered 06/08/1996</p> <p>UK00001463044, K2, registered 01/05/1991</p> <p>UK00001494126, B BESTWAY, registered 12/03/1992</p> <p>UK00002252644, Best-in, registered 14/11/2000</p> <p>UK00002252647, B BESTWAY, registered 14/11/2000</p> <p>UK00001242794, LANDI, registered 28/05/1985</p> <p>UK00001272293, LELAC, registered 29/07/1986</p> <p>UK00002397626, Best-in fizz LUBBLY BUBBLY SHANDYADE, registered 23/07/2005</p> <p>UK00002397627, Best-in fizz OCH AYE THE NOO' IRON BREW, registered 23/07/2005</p> <p>UK00002417085, Happies by Bestin, registered 20/03/2006</p> <p>UK00002430569, Best-in, registered 22/08/2006</p>
Bestway Direct Limited	UK00002395920, Popsterz, registered 02/07/2005
MAP Trading Limited	No registered IP
Batleys Limited	<p>UK00001378421, CAPOLINI, registered 03/04/1989</p> <p>UK00002014403, JACQUES DE MERIAL, registered 15/03/1995</p> <p>UK00002042755, BUCCANEER, registered 27/10/1995</p>

Chargor**Description**

UK00002068073, MAYFIELD, registered
10/04/1996

UK00002068077, COMPRA SELECTA,
registered 10/04/1996

UK00002068079, PIERRE GUERY, registered
10/04/1996

UK00002068082, KNIGHTSBRIDGE,
registered 10/04/1996

UK00002068083, LOUIS BEAUSSINOT,
registered 10/04/1996

UK00002068092, RIEVAULX, registered
10/04/1996

UK00002375230, VINEYARD VINTNERS,
registered 07/10/2004

UK00002420262, BATLEYS Catering CLUB,
registered 26/04/2006

**Part 5
Accounts****Chargor****Account Bank****Account Details**

Bestway Northern Limited

Bestway Cash & Carry Limited

Chargor

Account Bank

Account Details

Bestway Direct Limited

MAP Trading Limited

Palmbest Limited

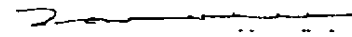
Chargor	Account Bank	Account Details
Batieys Properties Limited	[REDACTED]	
Batieys Limited	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	

Part 6
Insurances

Name of Policy	Policy Provider	Policy Number
NONE		

The Additional Chargors

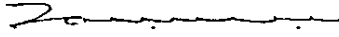
Executed as a Deed
By BESTWAY NORTHERN LIMITED
acting by


Director

and


Director/Secretary

Executed as a Deed
By BESTWAY CASH & CARRY
LIMITED
acting by


Director

and


Director/Secretary

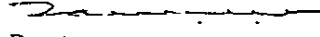
Executed as a Deed
By BESTWAY DIRECT LIMITED
acting by


Director

and


Director/Secretary

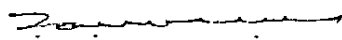
Executed as a Deed
By MAP TRADING LIMITED
acting by


Director

and


Director/Secretary


Executed as a Deed
By **PALMBEST LIMITED**
acting by

} 
Director

and

} 
Director/Secretary

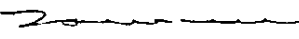
Executed as a Deed
By **BATLEYS LIMITED**
acting by

} 
Director

and

} 
Director/Secretary

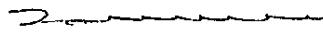
Executed as a Deed
By **BATLEYS PROPERTIES LIMITED**
acting by

} 
Director

and

} 
Director/Secretary

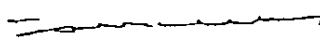
Executed as a Deed
By **BATLEYS GLASGOW LIMITED**
acting by

} 
Director

and

} 
Director/Secretary

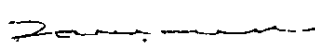
Executed as a Deed
By **BENSON (GROCERS) LIMITED**
acting by

} 
Director

and

} 
Director/Secretary

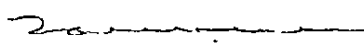
Executed as a Deed
By **BELLEVUE CASH AND CARRY
LIMITED**
acting by

} 
Director


and

} 
Director/Secretary

The Parent
Executed as a Deed by
BESTWAY SECURITIES LIMITED
(for itself and as agent
for each of the other Chargors
party to the Security Agreement
referred to in this Debenture
acting by

} 
Director

and

} 
Director/Secretary

The Security Agent
U.S. BANK TRUSTEES LIMITED

By
Title


Amy Connolly

Authorised Signatory

By
Title


LAURENCE GRIFFITHS
Authorised Signatory