



CHFP025

Please do not
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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**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

[2] [] [] []

04623961

Name of company

* MNAIP LIMITED ("THE CHARGOR")

Date of creation of the charge

31 AUGUST 2007

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

LIMITED DEBENTURE IN FAVOUR OF THE TRUSTEES OF THE STAR GROUP PENSION
SCHEME AND INCLUDES THE TRUSTEES THEREOF FOR THE TIME BEING ("THE
DEBENTURE")

Amount secured by the mortgage or charge

SEE RIDER 1

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

THE TRUSTEES OF THE STAR GROUP PENSION SCHEME AND INCLUDES THE TRUSTEES
THEREOF FOR THE TIME BEING OF C/O 51/53 QUEEN STREET, WOLVERHAMPTON, ("THE
SCHEME")

Postcode WV1 1ES

Presentor's name address and
reference (if any)

Martineau Johnson
1 Colmore Square, Birmingham
B4 6AA

KMH/CL201 1 155284

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



AJMMQSWF

A24

12/09/2007

612

COMPANIES HOUSE

WEDNESDAY

Short particulars of all the property mortgaged or charged

SEE RIDER 2

Please do not
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Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Matthew Johnson

Date

11 September 2007

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

Rider 1

Company Name: MNAIP LIMITED

Company Number: 04623961

Amount Secured By The Mortgage Or Charge

- 1 1 All money and liabilities now or in the future due, owing or incurred (before or after demand) by MNAIP Limited ("the Chargor") to The Trustees of the Star Group Pension Scheme ("the Scheme") in any manner under s 75 of the Pensions Act 1995 and/or a guarantee dated 31 August 2007 entered into amongst others, the Chargor and the Scheme ("the Guarantee") This applies whether the money and liabilities are due, owing or incurred actually or contingently, whether by the Chargor alone or by the Chargor jointly with any other person, and whether the Chargor is a principal or a surety, and
- 1 2 all interest, commission, fees, charges, costs and expenses which the Scheme may charge to the Chargor in the course of the Scheme's functions or incur in respect of any of the matters aforesaid
- provided that the Scheme can only make demand thereunder once a debt under s 75 of the Pensions Act 1995 has arisen in relation to any Company (whether or not the exact amount of such debt has been determined) and only for the debt under section 75 which has so arisen For the avoidance of doubt, this shall not prevent the Scheme making such a demand against one or more of the companies party to the guarantee including the Chargor ("the Companies") other than the Company in respect of which the debt has arisen
- 1 3 The total amount recoverable under
- 1 3 1 the eleven separate debentures dated 31 August 2007 (including the Debenture to which this form 395 relates) entered into between one of the Companies (including the Chargor) and the Scheme,
- 1 3 2 the eleven separate debentures dated 31 August 2007 entered into between one of the Companies (including the Chargor) and the trustees of the Star Executive Pension Scheme and includes the Trustees thereof for the time being,
- 1 3 3 the Guarantee,
- 1 3 4 a guarantee dated 31 August 2007 and entered into between, amongst others, the Chargor and the trustees of the Star Executive Pension Scheme and includes the Trustees thereof for the time being
- shall be limited to a maximum sum of twenty five million pounds (£25,000,000)

Rider 2

Company Name: MNAIP Limited

Company Number: 04623961

Short Particulars Of All The Property Mortgaged or Charged

- 1 1 By way of legal mortgage, all freehold and leasehold, and any other estate, in land (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land including (trade and tenant's fixtures) ("Land") in England and Wales now vested the Chargor and not registered at H M Land Registry,
- 1 2 by way of fixed charge
 - 1 2 1 all Land in England and Wales now vested in the Chargor and registered at H M Land Registry,
 - 1 2 2 all other Land which is now, or in the future becomes, the property of the Chargor,
 - 1 2 3 all plant and machinery now or in the future attached to any Land,
 - 1 2 4 all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land,
 - 1 2 5 all the Chargor's stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000)
 - 1 2 5 1 which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority" or
 - 1 2 5 2 the certificates for which are now or in the future deposited by the Chargor with the Scheme or which, if uncertificated, are held in an escrow or other account in our favour or held in the name of the Scheme or that of the Scheme nominee or to the order of the Scheme
- including in each case 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
- 1 2 6 all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor
 - 1 2 6 1 which relate to all the Chargor's undertaking, property, assets rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them ("the Assets") themselves subject to a fixed charge in the Scheme's favour, or
- 1 2 7 which are now or in the future deposited by the Chargor with the Scheme,

together with all the Chargor's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them),

1 2 7 1 all the Chargor's goodwill and uncalled share capital for the time being,

1 2 7 2 all the Chargor's interest in all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including semi conductor products) and, in each case, any extensions, and renewals of, and any applications for, these rights ("the Intellectual Property"), present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which the Chargor is entitled together with others,

the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world,

all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world,

1 2 7 3 all trade debts now or in the future owing to the Chargor,

all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989),

1 2 7 4 the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in the Scheme's favour,

1 2 8 by way of floating charge

1 2 8 1 all the Chargors Assets which are not effectively charged by the fixed charges detailed above, and

1 2 8 2 without exception all the Chargors Assets insofar as they are situated for the time being in Scotland,

but in each case so that the Chargor shall not without the prior written consent of the Scheme

(a) create any mortgage or any fixed or floating charge or other security over any of those Assets that are for the time being comprised in the floating charge created by this Clause 1 2 8 but insofar as concerns the floating charge ("the Floating Charge Assets") (whether having priority over, or ranking *pari passu* with or subject to, this floating charge),

(b) take any other step referred to in Clause 2 below with respect to any of the Floating Charge Assets,

(c) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

- 2 The Chargor must not, except with the prior written consent of the Scheme
- 2 1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Chargor's business) to arise or subsist over any of the Assets,
- 2 2 sell, assign, lease, license or sub-license, or grant any interest in, all and any of the Chargors Intellectual Property and all other intellectual property rights and other rights, causes of action, interest and assets comprised in Clause 1 2 7 2 above ("the Intellectual Property Rights"), or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them, provided that nothing herein shall preclude the granting of any licence or sub-licence of any Intellectual Property Rights where that occurs as part of the Chargors ordinary course of business
- 2 3 The Scheme covenants with the Chargor that upon the Discharge Date (as defined below) it will (promptly at the cost of Claverley Group Limited) provide a full release of the Guarantee (as defined in Rider 2) and do and execute all such acts, documents, deeds and things as are necessary to give effect to the provisions of this clause 2 3

"Discharge Date" means the date with effect from which the Scheme confirm to Claverley Group Limited that the latest Actuarial Valuation in respect of the Scheme states that the Statutory Funding Objective for the Scheme has been met (unless a statutory debt under section 75 of the Pensions Act 1995 from any one or more of the Companies (as defined in Rider 1) shall then be existing whereupon it shall be when the relevant section 75 debt then existing has been paid and discharged in full save where the only section 75 debt which is outstanding is a modified debt which is the subject of a withdrawal agreement approved by the Pensions Regulator under which the modified debt has not yet become due and payable in which event the existence of the modified section 75 debt shall not preclude the occurrence of the Discharge Date upon receipt of confirmation from the Scheme that the Statutory Funding Objective has been met as described above),



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

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
A LIMITED DEBENTURE DATED THE 31st AUGUST 2007 AND CREATED BY MNAIP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE TRUSTEES OF THE STAR GROUP PENSION SCHEME AND INCLUDES THE
TRUSTEES THEREOF FOR THE TIME BEING 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 12th SEPTEMBER 2007

Quigley



— for the record —



HC026B