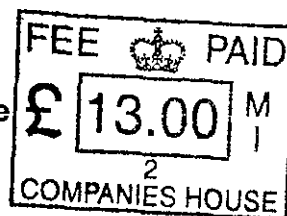


# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge



# 395

536584 / 13

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold black lettering

To the Registrar of Companies  
(Address overleaf - Note 5)

Company Number  
**04299752**

For official use

\* insert full name of company

Name of company

**SAPPHIRE (HIGH WYCOMBE) NOMINEE LIMITED**

Date of creation of the charge

**31 August 2005**

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

**Debenture**

Amount secured by the mortgage or charge

**See Paper Apart 1**

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

**The Governor and Company of the Bank of Scotland**

**123 St Vincent Street**

**Glasgow**

Postcode **G2 5EA**

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

**Burness LLP  
242 West George Street  
Glasgow G2 4QY**

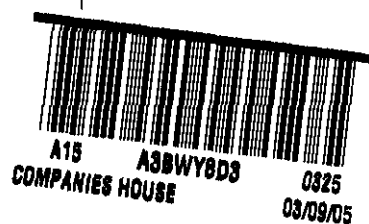
**Tel: 0141 248 4933**

**Ref: BAN/5/1245/SSW/LGM**

Time Critical Reference

For official use:  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged.

*Please do not write in this margin*

**See Paper Apart 2**

*Please complete legibly, preferably in black type, or bold block lettering*

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

**N/A**

Signed



Date: 2 September 2005

For and on behalf of Burness LLP

On behalf of chargee

*\* 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, e.g. '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. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF4 3UZ

S. S. V. L.  
For BRUNNEN LLP

**Papers apart relative to Companies House Form No. 395 in respect of Sapphire  
(High Wycombe) Nominee Limited  
Registered Number: 04299752**

In these Papers Apart:-

**"Borrower"** means Sapphire Retail Fund Limited, a company incorporated under the Companies Acts with registered number 04300462 and having its registered office at Ryon Hill House, Ryon Hill Park, Warwick Road, Stratford-upon-Avon, CV37 0UX;

**"the Charge"** means the debenture by the Chargor in favour of the Security Trustee dated 31 August 2005;

**"the Chargor"** means Sapphire (High Wycombe) Nominee Limited, a company incorporated under the Companies Acts with registered number 04299752 and having its registered office at Ryon Hill House, Ryon Hill Park, Warwick Road, Stratford-upon-Avon, CV37 0UX;

**"Facility Agreement"** means the senior A facility agreement among, *inter alia*, the Borrower, the Chargor and The Governor and Company of the Bank of Scotland as an Original Senior A Lender, Agent and Arranger dated on or around the date of the Charge in terms of which the Senior A Lenders (as defined therein) agree to make a term loan facility of up to £210,000,000 available to the Borrower;

**"Finance Parties"** has the meaning given to it in the Inter Creditor Agreement;

**"Inter Creditor Agreement"** has the meaning given to it in the Facility Agreement;

**"Insurances"** means the Chargor's interest in all contracts and policies of insurance which are from time to time taken out or effected by or on behalf of the Chargor in connection with the Secured Assets;

**"Secured Assets"** means the property rights, assets and income of the Chargor charged to the Security Trustee (whether by way of a fixed or floating charge) by the Charge and each and every part thereof and shall, where the context admits or requires, include either the whole or any part thereof;

**"Secured Liabilities"** means all present and future obligations and liabilities of the Chargor to the Finance Parties (or any of them), whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Finance Parties (or any of them);

**"Security"** means any mortgage, standard security, charge, assignment or assignation by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, creating security) or other preferential right having the effect of creating security; and

**“Security Trustee”** means The Governor and Company of the Bank of Scotland, acting through its office at 123 St Vincent Street, Glasgow, G2 5EA as security trustee for the Finance Parties.

### **Paper Apart 1**

The amount secured by the Charge is the Secured Liabilities.

### **Paper Apart 2**

The property charged by the Charge is as follows:-

- 1 by way of fixed charge all estates or interests in any freehold, leasehold or other immovable property now or after the date of the Charge belonging to the Chargor wherever situated and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery now or after the date of the Charge thereon and all improvements and additions thereto and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties, guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions hereof) but otherwise free from any Security.
- 2 by way of first fixed charge:-
  - 2.1 all the goodwill and uncalled capital both present and future of the Chargor (including future calls whether made by the directors of the Chargor or by a receiver, administrative receiver, administrator or liquidator);
  - 2.2 so far as chargeable, all plant, machinery, vehicles, computers and office and other equipment of the Chargor and all related spare parts, equipment, tools and fuel (excluding stock in trade) and all patents, trade marks, trade and business names, service marks, registered designs, design rights, database rights and copyrights (including any applications to any register) both present and future of the Chargor together with all trade secrets and know-how, confidential or proprietary knowledge and information and all other intellectual property rights now or hereafter owned by the Chargor in any country, together, in each and every case, with the benefit of any licences or other agreements relating to the use or exploitation of rights of any such nature owned by the Chargor;
  - 2.3 all book and other debts now or at any time during the continuance of the Charge due or owing to the Chargor and all balances now or hereafter standing to the credit of any account of the Chargor with any branch or office of the Security Trustee or any other financial institution;
  - 2.4 so far as chargeable, all the benefit of and rights under or in respect of all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises now or hereafter entered into by or granted to or vested in or novated or assigned to the Chargor

(including any contract for sale of or other dealing with any of the assets charged by the Charge);

- 2.5 all rights, titles and interest of the Chargor to and in the proceeds of all present or future Insurances (including any rights of subrogation arising therefrom);
  - 2.6 all rights to which the Chargor or its liquidator or administrator is now or may hereafter become entitled in respect of the proceeds of any order of a competent court made pursuant to sections 214, 238(3) 239(3) or 423(2) of the Insolvency Act 1986;
  - 2.7 all the Chargor's present and future rights to recover any value added tax or any supplies made to it and any sum so recovered;
  - 2.8 all the proceeds or any payment of any claim, award, judgement, sum or damages payable to the Chargor and all the Chargor's rights and remedies now or hereinafter in existence arising in respect thereof;
  - 2.9 all rental income, licence fees and any other such income and all the proceeds of sale or other disposal of any property now or after the date of the Charge owned by the Chargor and all right, title and interest to and in the same and all the benefit thereof and the right to make demand for and receive the same.
- 3 by way of a first floating charge all the undertaking and assets of the Chargor whatsoever and wheresoever both present and future including, but not limited to, its uncalled capital for the time being, and all its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland together with (if and insofar as the charges thereon created in the Charge may for any reason be ineffective as fixed charges or if and insofar as such fixed charges shall for any reason be released) all of the property, assets and rights described in Clauses 1 and 2 above;

but so that the Chargor is not to be at liberty to create any mortgage or charge or other Security upon, and so that no lien shall in any case or in any manner arise on or affect any part of, its undertaking and assets either in priority to or *pari passu* with the charge hereby created.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04299752

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st AUGUST 2005 AND CREATED BY SAPPHIRE (HIGH WYCOMBE) NOMINEE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE PARTIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd SEPTEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th SEPTEMBER 2005.

P. D. M.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES