

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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)

For official use

Company number

049636 / 450

04555293

Name of company

\* Partstripe Limited ("the Chargor")

Date of creation of the charge

7 January 2004

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

Standard Security

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document to which that Obligor is a party, except for any obligation which, if it were so included, would result in the Standard Security contravening Section 151 of the Companies Act 1985.

Capitalised terms shall have the meanings specified in the Schedule of Definitions attached to this Form 395.

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

The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh as agent and trustee for the Finance Parties

Postcode EH2 2YB

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

Tods Murray WS  
66 Queen Street  
Edinburgh  
EH2 4NE

HCA.ADL.R00507.1023

Time critical reference

For official Use  
Mortgage Section

Post room



A03  
COMPANIES HOUSE

0186  
20/01/04

Short particulars of all the property mortgaged or charged

Mathers Bar, 1 Queensferry Street, Edinburgh EH2 4PA

See full property description attached for further information.

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)

N/A

Signed



Date 16 January 2004

On behalf of ~~XXXXXX~~ [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 CF14 3UZ

## SCHEDULE OF DEFINITIONS

In this Form 395:

**Accession Agreement** means a letter, substantially in the form of Schedule 8 (Form of Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent may approve.

**Additional Borrower** means a member of the Target Group which becomes a Borrower after the date of the Credit Agreement.

**Additional Guarantor** means a member of the Group ( including the Chargor) which becomes a Guarantor after the date of the Credit Agreement.

**Administrative Party** means a Mandated Lead Arranger or the Facility Agent.

**Agreed Security and Guarantee Memorandum** means the memorandum setting out the security and guarantees provided or to be provided by the Group and accepted by the Facility Agent in satisfaction of the relevant documentary condition precedent.

**Amber Newcos** means Amber 1, Amber 1A and Amber 2 as shown in the Completion Steps Paper.

**Borrower** means the Company or an Additional Borrower.

**Company** means Spirit Group Parent Limited (formerly called Spirit Amber Parent Limited) (registered number 4872039).

**Completion Steps Paper** means the documents prepared by Slaughter and May comprising:

- (a) the set of 14 diagrams entitled "Payment Obligations";
- (b) the paper entitled "Project Amber – Detailed Step List";
- (c) the diagram entitled "Cash Flows"; and
- (d) the paper entitled "Project Amber – Completion: Cash Flows",

in each case approved by the Facility Agent as a condition precedent.

**Credit Agreement** means the £2,500,000,000 credit agreement dated 5th October 2003 between (among others) Spirit Group Parent Limited (therein named Spirit Amber Parent Limited having changed its name by Certificate of Incorporation on Change of Name dated 21st November 2003), the Parent and the Facility Agent as amended by the Supplemental Agreement.

**Fee Letter** means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company and the Parent setting out the amount of certain fees referred to in the Credit Agreement.

**Finance Document** means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) a Fee Letter;

- (d) a Transfer Certificate;
- (e) an Accession Agreement;
- (f) the Priority Deed;
- (g) a Hedging Document; or
- (h) any other document designated as such by (i) either the Mandated Lead Arrangers or the Facility Agent and (ii) the Company.

**Finance Party** means a Lender, a Hedging Counterparty or an Administrative Party.

**Group** means the Parent and its Subsidiaries.

**Guarantor** means the Company, the Parent, Spirit Retail Bidco Limited, Intermediate Holdings, each Amber Newco, an Original Guarantor or an Additional Guarantor.

**Hedging Counterparty** means any hedging counterparty which has entered into a Hedging Document and is party to the Priority Deed as a hedging counterparty.

**Hedging Documents** means any ISDA master agreement and other currency or interest hedging agreements or documents which may be entered into by a member of the Group as contemplated in a Hedging Letter.

**Hedging Letter** means a letter dated on or about the date of the Credit Agreement between the Company and the Facility Agent relating to the hedging to be effected by the Group.

**Intermediate Holdings** means Spirit Intermediate Holdings Limited (registered number 4914762).

**Lender** means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of this Agreement.

**Mandated Lead Arrangers** means Barclays Capital, Citigroup Global Markets Limited, Merrill Lynch International and The Royal Bank Of Scotland PLC.

**Obligor** means a Borrower or a Guarantor.

**Original Guarantors** means the Subsidiaries of the Company listed in Schedule 1 (Original Parties) of the Credit Agreement as original guarantors.

**Original Lenders** means the financial institutions listed in Schedule 1 (Original Parties) of the Credit Agreement as original lenders.

**Parent** means Spirit Group Holdings Limited (formerly called Spirit Amber Holdings Limited) (registered number 4872028).

**Party** means a party to the Credit Agreement.

**Priority Deed** means the subordination agreement dated on or about the date of the Credit Agreement between, among others, the Parties and certain other creditors of the Group.

**Security Agreement** means a security agreement creating fixed and/or floating security interests substantially in the form agreed between the Facility Agent and the Company.

**Security Document** means:

- (a) each Security Agreement; and
- (b) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents including, without limitation, standard securities over and assignments of rent relative to land in Scotland and pledges of shares in Scottish companies as anticipated in the Agreed Security and Guarantee Memorandum.

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a substantially similar legal effect or having the effect of creating security over an asset in favour of any person.

**Subsidiary** means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

**Supplemental Agreement** means the supplemental agreement dated 31st October 2003 between (among others) Spirit Group Parent Limited (therein named Spirit Amber Parent Limited), the Parent and the Facility Agent.

**Target** means each of Aspect Ventures Limited (Registered number 2468264), Cleveland Place Holdings Limited (Registered number 57987), Partstripe Limited (Registered number 4555293), Spirit Group Retail Pubs and Restaurants Limited (formerly called S&N Pubs and Restaurants Limited) (Registered number SC086166), Spirit Group Retail (Northampton) Limited (formerly called S&N Retail (Northampton) Limited) (Registered number 4090163), Spirit Group Retail Limited (formerly called Scottish & Newcastle Retail Limited) (Registered number 3794854) and Spirit Group Retail Pensions Limited (formerly called Scottish & Newcastle Retail Pensions Limited) (Registered number 2862968).

**Target Group** means each Target and its respective Subsidiaries.

**Transfer Certificate** means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company.

THIS IS THE PROPERTY DESCRIPTION FOR MATHERS BAR, QUEENSFERRY STREET  
REFERRED TO IN THE FOREGOING

ALL and WHOLE those ground floor licensed premises known as Mathers Bar, 1 Queensferry Street, Edinburgh in the County of Midlothian with the basement flat beneath the same consisting of kitchen cellars and lavatory and also the cellars underneath the pavement in front of the said shop all as shown and delineated on the plan annexed to the Contract of Excambion between Robert Clark and Other as Trustees of David Ross and the Commercial Bank of Scotland Limited dated 8 and 11 and recorded in the Division of the General Register of Sasines for the County of Edinburgh (now Midlothian) 12 May 1903; Which subjects form part of the tenement erected by the said Commercial Bank of Scotland Limited at the corner of Queensferry Street and Shandwick Place, Edinburgh upon (First) ALL and WHOLE that area or lot of ground of the lands of Kirkbraehead being the corner stance of Shandwick Place and Queensferry Street, and consisting of 56 feet or thereby in front along Queensferry Street and 45 feet or thereby in front along Shandwick Place, which area or lot of ground lies within the County of Midlothian (formerly Edinburgh) and is more particularly described in the Feu Disposition by John Russell and others, with consents therein mentioned in favour of Andrew Ferris dated 14 and 16 August 1816 and 1 October 1817 and the Instrument of Sasine following thereon recorded in the New Particular Register of Sasines, Reversions etc kept for the Sheriffdom of Edinburgh etc on 9 Oct 1817 and (Second) ALL and WHOLE that area or lot of ground of the lands of Kirkbraehead lying on the west side of Queensferry Street, Edinburgh in the County of Midlothian (formerly Edinburgh) particularly bounded and described in the Feu Disposition granted by the said John Russell, with consent therein mentioned in favour of Robert Saunders dated 28 June 1808 and the Instrument of Sasine following thereon dated 14 and recorded in the said Particular Register of Sasines etc 16 both days July 1808; Together with (One) a joint right in common with the other proprietors of said tenement to the solum or ground on which the same is built; (Two) the goodwill so far as heritable effeiring to the subjects secured under the Standard Security to which this Form 395 relates, (Three) the heritable fittings and fixtures in and upon the said subjects, (Four) the parts, privileges and pertinents and all rights, common, mutual or otherwise effeiring thereto; and (Five) the Chargor's whole right, title and interest, present and future therein.

# M

## COMPANIES FORM No. 398

# 398

### Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

CHFP025

Please do not  
write in  
this margin

Pursuant to section 398(4) of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf)

Company number

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

04555293

Name of company

\* Partstripe Limited

\* insert full name  
of company

I We, Tods Murray WS

of 66 Queen Street, Edinburgh EH2 4NE

§ give date and  
parties to charge

certify that the charge§ being a Standard Security dated 15 December 2003

of which a true copy is annexed to this form was presented for registration on 7 January 2004

† delete as  
appropriate

in [Scotland] ~~[Northern Ireland]~~

Signed



Date 16 January 2004

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

Tods Murray WS  
66 Queen Street  
Edinburgh  
EH2 4NE

DX ED58 Edinburgh  
HCA.ADL.R00507.1023

For official Use  
Mortgage Section

Post room

## Notes

The address for the Registrar of Companies is:-

Companies House  
Crown Way  
Cardiff  
CF14 3UZ



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04555293

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 7TH JANUARY 2004 AND DATED THE 15th DECEMBER 2003 AND CREATED BY PARTSTRIPE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY 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 20th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JANUARY 2004.

*P. Angela*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES