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CHFP025

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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**

395

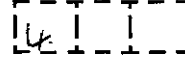
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5481303

Name of company

* Performance Retail (Nominee) Limited (the "Company")

Date of creation of the charge

Dated 1st August 2005 and created 5th August 2005

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

Assignment of Rents (the "Charge")

Amount secured by the mortgage or charge

The payment and discharge of all obligations and liabilities, whether at the Charge Date or in the future (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to any Finance Party under each Finance Document (except for any obligation which, if it were so included, would result in the contravention of Section 151 of the Companies Act 1985).

(Capitalised terms not defined in this Form 395 are defined in part 1 of the Schedule annexed hereto).

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

Eurohypo AG, London Branch, Fourth Floor, 90 Long Acre, London as agent and trustee for the Finance Parties, who and whose successors and assignees as agent and trustee foresaid are hereinafter referred to as the "Agent".

Postcode WC2E 9RA

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

Tods Murray LLP
Edinburgh Quay
133 Fountainbridge
Edinburgh
EH3 9AG

JAF.IAW.E10003.1005

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



SCT SH96Y63X
COMPANIES HOUSE

0207
24/08/05

Short particulars of all the property mortgaged or charged

The Company's whole right, title and interest in and to the rent, payments, fees and all other monies from time to time due and to become due in terms of the leases of ALL and WHOLE the property known as Cameron Toll Shopping Centre, Lady Road, Edinburgh EH16 5PB and registered in the Land Register of Scotland under Title Number MID 37845, specified in part 2 of the Schedule annexed hereto (the "Leases") as the Leases are amended, varied or supplemented from time to time.

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)

None

Signed Joyce Ferni for Todd Murray LLP Date 23 August 2005

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

This is the Schedule of definitions referred to in the foregoing Form 395 in relation to the Charge created by the Company in favour of the Agent.

Part 1

“Additional Subordinated Creditor”	means a person that becomes a party to the Subordination Deed as a Subordination Creditor after the date of the Credit Agreement in accordance with the Subordination Deed;
“Arranger”	means Eurohypo AG, London Branch as arranger;
“Bank”	shall have the meaning given to that term in the Credit Agreement;
“Borrower”	means Performance Retail (General Partner) Limited (registered in England and Wales with registered number 5481408) as general partner of the limited partnership carrying on business under the name of Performance Retail Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnership Act 1907 with registration number LP 10573);
“Charge Date”	means 1 st August 2005;
“Chargor”	means the Borrower, the General Partner or the Nominee and exclude for the avoidance of doubt any Limited Partner or any Investor;
“Counterparty”	means: <ul style="list-style-type: none">a) Eurohypo AG, London Branch as original counterparty to the Hedging Arrangements ; orb) any person that has become a Counterparty in accordance with Clause 28.4 (Acceptable Counterparties) of the Credit Agreement, in each case in its capacity as a party to Hedging Arrangements;
“Credit Agreement”	means the credit agreement between, <i>inter alia</i> , the Company and the Agent in the various capacities therein stated dated 1 st August 2005;
“Fee Letter”	means the letter dated 1 st August 2005 between the Arranger and the Borrower setting out the amount of various fees referred to in Clause 22 (Fees) of the Credit Agreement;
“Finance Document”	means: <ul style="list-style-type: none">a) the Credit Agreement;b) a Security Document;c) any Hedging Arrangement;

- d) the Subordination Deed;
- e) a Fee Letter;
- f) a Novation Certificate; or

any other document designated as such by the Agent and an Obligor;

“Finance Parties”

means the Arranger, a Bank, any Counterparty or the Agent (each a “Finance Party”);

“General Partner”

means Performance Retail (General Partner) Limited (registered in England and Wales with registered number 5481408);

“Hedging Arrangement”

means any interest hedging arrangements (including, without limitation any swaption, swap, cap or caption or any combination of these or any of these in combination with a floor and any collateral support agreements or documentation relating thereto) entered into by the Borrower and a Counterparty in connection with, or otherwise relating to, interest payable under the Credit Agreement;

“Investor”

shall have the meaning given to that term in the Credit Agreement;

“Helen Gordon”

shall have the meaning given to that term in the Credit Agreement;

“Jersey Trust”

shall have the meaning given to that term in the Credit Agreement;

“Limited Partner”

means the Jersey Trust, Helen Gordon and any other entity appointed as a Limited Partner with the prior written consent of the Agent acting on the instructions of the Majority Banks;

“Majority Banks”

shall have the meaning given to that term in the Credit Agreement;

“Nominee”

means Performance Retail (Nominee) Limited (registered in England and Wales with registered number 5481303);

“Novation Certificate”

has the meaning given to it in Clause 28.3 (*Procedure for novations*) of the Credit Agreement;

“Obligor”

means the Borrower, the General Partner or the Nominee and excludes for the avoidance of doubt any Limited Partner or any Investor;

“Security Documents”

shall have the meaning given to that term in the Credit Agreement;

“Subordinated Creditors”

means:

- a) the Limited Partner; or
- b) any Additional Subordinated Creditor;

“Subordination Deed”

means the subordination deed, executed or to be executed by the Obligors and the Subordinated Creditors in favour of the Agent, substantially in the form of Schedule 8 (Form of Subordination Deed) of the Credit Agreement.

Part 2

UNIT 1

Lease between Pearl Assurance plc and New Look Retailers Limited registered in the Books of Council and Session on 16th February 2000;

UNIT 2

Lease between Pearl Assurance plc and John Menzies (UK) Limited registered in the Books of Council and Session on 7th July 2000;

UNIT 3A

Lease between Pearl Assurance plc and C & J Clark International Limited registered in the Books of Council and Session on 17th March 1999;

UNIT 3B

Lease between Magell Limited and GR & MM Blackledge plc registered in the Books of Council and Session on 23rd January 2004;

UNIT 4A

Lease between Pearl Assurance plc and Blane Leisure Limited registered in the Books of Council and Session on 19th November 1997;

UNIT 4B

Lease between Pearl Assurance plc and MM Henderson Limited registered in the Books of Council and Session on 24th April 1998;

UNIT 5

Lease between Caviapen Trustees Limited and Sunblest Bakeries Limited registered in the Books of Council and Session on 28th September 1984;

UNIT 6

Lease between Pearl (Cameron Toll) Limited and Vodafone Limited registered in the Books of Council and Session on 9th July 2001;

UNIT 7

Lease between Pearl Assurance plc and DSG Retail Limited registered in the Books of Council and Session on 22nd August 1997;

UNIT 8

Lease between Pearl Assurance plc and Thorntons plc registered in the Books of Council and Session on 15th March 1999;

UNIT 9

Lease between Pearl Assurance plc and Going Places Leisure Travel Limited registered in the Books of Council and Session on 10th February 1999;

UNIT 10

Lease between Magell Limited and Sportswift Limited registered in the Books of Council and Session on 1st July 2003;

UNIT 11

Lease between Pearl Assurance plc and First Choice Retail Limited registered in the Books of Council and Session on 3rd April 2000;

UNIT 12

Lease between Caviapen Trustees Limited and Thorn EMI Television Rentals Limited registered in the Books of Council and Session on 25th October 1984;

UNIT 13A

Lease between Caviapen Trustees Limited and the Thomas Cook Group Limited registered in the Books of Council and Session on 26th September 1984;

UNIT 13B

Lease between Caviapen Trustees Limited and Dollond & Aitchison (Property) Limited registered in the Books of Council and Session on 12th February 1985;

UNIT 14

Lease between Caviapen Trustees Limited and Lunn Poly Limited registered in the Books of Council and Session on 7th September 1992;

UNIT 15A

Lease between Pearl Assurance plc and Halifax plc registered in the Books of Council and Session on 13th October 1999;

UNIT 15B

Lease between Pearl (Cameron Toll) Limited and Carphone Warehouse Limited registered in the Books of Council and Session on 12th July 2001;

UNIT 15C

Lease between Pearl (Cameron Toll) Limited and Claire's Accessories UK Limited registered in the Books of Council and Session on 3rd July 2001;

UNIT 16

Lease between Pearl (Cameron Toll) Limited and Ottakar's plc registered in the Books of Council and Session on 10th July 2001;

UNIT 16B

Lease between Pearl Assurance plc and Lloyds TSB Scotland plc registered in the Books of Council and Session on 12th May 2000;

UNIT 17A

Lease between Pearl Assurance plc and Timpson Shoe Repairs Limited registered in the Books of Council and Session on 10th July 1996;

UNIT 17B

Lease between Cameron Toll (Nominee Company) Limited and Tian Tian (UK) Limited registered in the Books of Council and Session on 29th January 2003;

UNIT 18

Lease between Pearl Assurance plc and Our Price Limited registered in the Books of Council and Session on 15th January 1999;

UNIT 19

Lease between Caviapen Trustees Limited and C & J Clark Retail Properties Limited registered in the Books of Council and Session on 25th October 1984;

UNIT 20

Lease between Caviapen Trustees Limited and Forbuoys Limited registered in the Books of Council and Session on 15th October 1984;

UNIT 21

Lease between Caviapen Trustees Limited and Boots The Chemists Limited registered in the Books of Council and Session on 29th January 1985;

UNIT 22

Lease between Caviapen Trustees Limited and British Shoe Corporation Limited registered in the Books of Council and Session on 14th September 1984;

UNIT 23

Lease between Pearl Assurance plc and Jean Scene Limited registered in the Books of Council and Session on 16th January 1998;

UNIT 24

Lease between Caviapen Trustees Limited and The Burton Group plc registered in the Books of Council and Session on 16th November 1984;

UNIT 26

Lease between Caviapen Trustees Limited and Dixons Limited registered in the Books of Council and Session on 23rd November 1984;

UNIT 27

Lease between Caviapen Trustees Limited and Currys Group plc registered in the Books of Council and Session on 17th September 1984;

UNIT 29

Lease between Caviapen Trustees Limited and Mackays Stores Limited registered in the Books of Council and Session on 29th October 1984;

UNIT 30

Lease between Caviapen Trustees Limited and Ron Wood Greeting Cards Limited registered in the Books of Council and Session on 25th July 1991;

UNIT 31

Lease between Caviapen Trustees Limited and The Sports Shop (Fife) Limited registered in the Books of Council and Session on 23rd October 1984;

UNIT 32

Lease between Caviapen Trustees Limited and Stylo Barratt Properties Limited registered in the Books of Council and Session on 13th September 1984;

UNIT 33

Lease between Pearl Assurance plc and Burton Group Properties Limited registered in the Books of Council and Session on 28th March 1995;

UNIT 34

Lease between Pearl Assurance plc and Sizecheck Limited registered in the Books of Council and Session on 9th September 1999;

UNIT 34B

Lease between Pearl (Cameron Toll) Limited and Optical Express (Central) Limited registered in the Books of Council and Session on 30th April 2001;

HAIRDRESSING SALON (ALSO KNOWN AS UNIT 35)

Lease between Caviapen Trustees Limited and G S Green and B Roberts registered in the Books of Council and Session on 6th October 1989;

FOOD COURT

Lease between Caviapen Trustees Limited and Sunblest Bakeries Limited registered in the Books of Council and Session on 19th December 1984;

STORE C

Lease between Pearl Assurance plc and BHS plc registered in the Books of Council and Session on 21st December 1998;

MAJOR STORE AND SERVICE AREA

Lease between Gilbert Ash Estates Limited and Savacentre Limited recorded GRS (Midlothian) on the 22nd July 1982;

FILLING STATION

Lease between Gilbert Ash Estates Limited and Savacentre Limited recorded GRS (Midlothian) and registered in the Books of Council and Session both on the 23rd December 1983;

ELECTRICITY SUB-STATION

Minute of Lease between Gilbert Ash Estates Limited and South of Scotland Electricity Board registered in the Books of Council and Session on the 27th April 1982;

ELECTRICITY SUB-STATION AND WAYLEAVE RIGHTS

Minute of Lease between Caviapen Trustees Limited and South of Scotland Electricity Board registered in the Books of Council and Session on the 18th December 1985;

GAS GOVERNOR STATION

Lease between Caviapen Trustees Limited and British Gas plc registered in the Books of Council and Session on the 28th August 1991.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05481303

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED 1st AUGUST 2005 AND INTIMATION DATED THE 5th AUGUST 2005 AND CREATED BY PERFORMANCE RETAIL (NOMINEE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR 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 24th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st AUGUST 2005.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES