

MG01

644913/169

Particulars of a mortgage or charge



A fee is payable with this form.

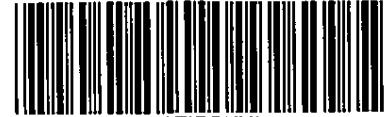
We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to r
particulars of a charge for a S
company To do this, please
form MG01s

TUESDAY



LGTIEOKY

LD4

26/10/2010

20

COMPANIES HOUSE

1 Company details

Company number 0 4 3 9 4 8 1 7

Company name in full RETAIL STORES PROPERTY HOLDINGS NO 3 LIMITED

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 01 08 2010

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A deed of accession (the "Deed of Accession") dated 18 October 2010
between (among others) Retail Stores property Holdings No 3 Limited as
additional chargor and Ares Capital Europe Limited as security agent (the
Security Agent")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future moneys, obligations and
liabilities owed by any Transaction Obligor to the
Finance Parties, whether actual or contingent and
whether owed jointly or severally, as principal or
surety and/or in connection with the finance
Documents (the "Secured Liabilities")

Please see continuation page (MG01 C1)

Continuation page

Please use a continuation page if
you need to enter more details

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

References to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing.

The Company covenanted with the Security Agent (as trustee for the Finance Parties) that it would on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Finance Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses which may be incurred by the Finance Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

The Security Agreement secures further advances made under or pursuant to the terms of the Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances

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Facility Agreement the agreement dated 23 June 2010 (as amended and/or restated from time to time) between (among others BlueGem Alpha Limited as Topco and original guarantor, the Security Agent and the persons named therein as Lenders relating to certain loan and other banking facilities

Finance Documents the Finance Document Facilities Agreement,

Lenders the Lenders as defined in the Facilities Agreement,

Transaction Obligor; each Transaction Obligor as defined in the Facilities Agreement,

Any reference to a Finance Document or any other agreement or instrument is a reference to that Finance Documents or other agreement or instrument as amended (however, fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of the Security Agreement or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name ARES CAPITAL EUROPE LIMITED

Address 1 FINSBURY SQUARE

LONDON

Postcode E C 2 A 1 A E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

Part I - Property mortgaged or charged

As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee

1 granted to the Security Agent (as trustee for the Finance Parties), a charge by way of legal mortgage over all its Properties which are listed in List A below,

2 charged to the Security Agent (as trustee for the Finance Parties), by way of first fixed charge, all its

2 1 Properties acquired by it after the date of the Security Agreement,

2.2 Property Interests,

2 3 Equipment,

2 4 Securities,

2.5 Securities System Rights,

2 6 Intellectual Property (excluding Trade Marks and Design Rights),

2.7 Trade Marks,

2 8 Design Rights,

2 9 Debts,

Please see continuation page (MG01 C3)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	2 10	Accounts,
	2 11	Pension Fund Interests,
	2 12	Goodwill and Uncalled Capital, and
	2 13	rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned as described in paragraphs 1-4 inclusive,
	3	assigned to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies,
	4	assigned to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements, and
	5	charged to the Security Agent (as trustee for the Finance Parties), by way of first floating charge, (a) all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned as described in paragraphs 1-4 inclusive above and (b) all its assets situated in Scotland.
	The Security Agreement provides that on the occurrence of any of certain specified events the floating charge created by it will automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge	
	The Security Agreement also provides that if any of certain specified events occurs the Security Agent may at any time thereafter, by notice to the Company, convert the floating charge created by the Security Agreement with immediate effect into a fixed charge over all or any of the floating charge assets specified in such notice	
	Any asset acquired by the Company after any conversion of the floating charge created under the Security Agreement as described in the two preceding paragraphs which but for such conversion would be subject to a floating charge shall, unless the Security Agent confirms in writing to the contrary, be charged to the Security Agent (as trustee for the Finance Parties) by way of first fixed charge	
	There is excluded from the security created by the Deed of Accession any leasehold property held by the Company under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

condition or waiver has been satisfied or obtained. Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Finance Parties)

If the Company acquires any freehold or leasehold property, whether registered or unregistered, (other than any Short Leasehold Property) it must, immediately on request by the Security Agent, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may require (or such other security in the jurisdiction where such property is located as the Security Agent may require)

There is excluded from the Security created by the Deed of Accession any Intellectual Property in which a Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property (being "Excluded Intellectual Property") until the relevant condition or waiver has been satisfied or obtained. Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under paragraph 2.6

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Accounts means all accounts (including any Designated Accounts), and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest,

Administrator means a person appointed in accordance with Schedule B1 to the Insolvency Act 1986 to manage the Company's affairs, business and property,

Assigned Agreements means the Structural Intra-Group Loan Agreements, each of the IP Documents, each of the Fabrics Acquisition Documents (including, without limitation any sale and purchase agreement relating to the Fabrics Shares), each of the Investments Acquisition Documents (including, without limitation, any sale and purchase agreement relating to the Investments Shares), the Design Right Transfer Agreement and any other agreement designated as such by the Security Agent and any Chargor,

Blocked Account means in relation to the Chargor any account which the Security Agent and the Company have so designated,

Charged Assets. means all the assets for the time being subject to the security created by the Security Agreement (and references to the Charged Assets include references to any part of them),

CREST means the relevant system (as defined in the Uncertificated Securities Regulations 2001) in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in those Regulations),

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Debts means all book and other debts, of any kind whatsoever now or any any time hereafter (and from time to time) due, owing or payable to the Company or in which the Company has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,</p> <p>Design Rights means all interests in respect of any design right, whether registered or unregistered, and any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest,</p> <p>Design Right Transfer Agreement means the Design Right Transfer Agreement as defined in the Facilities Agreement,</p> <p>Designated Accounts: means each Mandatory Prepayment Account (as defined in the Facilities Agreement) and each Holding Account (as defined in the Facilities Agreement) including each Blocked Account,</p> <p>Equipment means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property owned by the Company at the date of the Security Agreement or at any time thereafter (and from time to time), and any part thereof, together with the benefit of all contracts and warranties relating to the same,</p> <p>Fabrics Acquisition Documents means the Fabrics Acquisition Documents as defined in the Facilities Agreement,</p> <p>Goodwill means all goodwill of or in the Company at the date of the Security Agreement or at any time thereafter (and from time to time),</p> <p>Insurance Policies means all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest at the date of the Security Agreement or at any time thereafter (and from time to time) excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,</p> <p>Intellectual Property means all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, owned or held by the Company or (to the extent of its interest) in which the Company has an interest at the date of the Security Agreement or at any time thereafter (and from time to time),</p> <p>Investments Acquisition Documents means Investments Acquisition Documents as defined in the Facilities Agreement,</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

IP Documents means IP Documents as defined in the Facilities Agreement,

Pension Fund Interests means all interests and rights owned or held by the Company in relation to any pension fund at the date of the Security Agreement or at any time thereafter (and from time to time),

Properties means all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties owned by the Company at the date of the Security Agreement or at any time thereafter (and from time to time) (including the properties which are briefly described in List A below),

Property Interests means all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, owned or held by the Company at the date of the Security Agreement or at any time thereafter (and from time to time),

Receiver means a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of the Company,

Securities means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) owned by the Company, or in which the Company has an interest, at the date of the Security Agreement or at any time thereafter (and from time to time) together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,

Securities System. means any securities system or other system or facility providing means for the deposit of and/or clearance of transactions in securities, whether established in the United Kingdom or elsewhere (including CREST),

Securities System Rights means all rights of the Company present or future (and from time to time) against the operator of any Securities System in relation to any Securities that are held in a Securities System or against any third party through whom the Company holds such Securities or against any custodian or participant in relation to any Securities,

Security Agreement means the security agreement dated 23 June 2010 between (among others) BlueGem Alpha Limited as original charger and Ares Capital Europe Limited as security agent,

Structural Intra-Group Loan Agreements means the Structural Intra-Group Loan Agreements as defined in the Facilities Agreement,

Uncalled Capital means all the uncalled capital of the Company at the date of the Security Agreement or at any time thereafter (and from time to time)

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

A reference to any freehold, leasehold or commonhold property includes all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property, the proceeds of sale of any part of that property, and the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any monies paid or payable in respect of those covenants

List A (Properties owned at date of charge)

None

Part II - Relevant restrictions and covenants

- 1 In the Security Agreement the Company has covenanted with the Security Agent that it will not at any time except in accordance with the terms of the Facility Agreement
 - (a) create or purport to create or permit to subsist any Security other than Permitted Security (as defined in the Facilities Agreement) on or in relation to the Charged Assets, or
 - (b) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets other than by way of a Permitted Disposal (as defined in the Facilities Agreement)
- 2 In the Security Agreement the Company has undertaken that it shall not, except in accordance with the terms of the Facility Agreement, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as expressly provided in the Security Agreement
- 3 Under the Security Agreement the Company must, if called upon so to do by the Security Agent following the occurrence of an Event of Default which is continuing, execute a legal assignment of the Debts to the Security Agent (as trustee for the Finance Parties) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred
- 4 Under the Security Agreement the Company must, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or Administrator may require for
 - (a) creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement,
 - (b) facilitating the realisation of any Charged Asset;
 - (c) exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Charged Asset, or

- (d) creating and perfecting security in favour of the security Agent (equivalent to the security intended to be created by the Security Agreement) over any assets of the Company located in any jurisdiction outside England and Wales

This includes

- (i) the re-execution of the Security Agreement,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee (provided always that no absolute transfer of title of any Intellectual Property shall be required prior to the security constituted by the Security Agreement having become enforceable in accordance with its terms), and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X Macfarlanes LLP X

This form must be signed by a person with an interest in the registration of the charge

CHFP025

05/10 Version 4.0

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Lizzie Fielding

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX 138 Chancery Lane

Telephone +44 (0)20 7831 9222



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4394817
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 18
OCTOBER 2010 AND CREATED BY RETAIL STORES PROPERTY
HOLDINGS NO.3 LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY TRANSACTION OBLIGOR TO
THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 26 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 OCTOBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES