

CHWP000

Please do not write in this margin

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

* insert full name of Company

COMPANIES FORM No. 395 170177 / 870

Particulars of a mortgage or charge

39:

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
03794854

Name of company

* Spirit Group Retail Limited (the "Chargor")

Date of creation of the charge

15th December, 2003

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

Security Agreement (the "Deed") dated 15th December, 2003 between, amongst others, The Royal Bank of Scotland PLC as agent and trustee for the Finance Parties.

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, including, without prejudice to the foregoing, all the liabilities of the Grantor under the Credit Agreement except for any obligation or liability which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 (the "Secured Liabilities").

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

The Royal Bank of Scotland PLC (the "Facility Agent") of 2 1/2 Devonshire Square, London EC2M 4BB as agent and trustee for the Finance Parties.

Postcode

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

Allen & Overy, One New Change London EC4M 9QQ 11398-01699 For official Use Mortgage Section



LD4 COMPANIES HOUSE 0359 31/12/03

Time critical reference

Short particulars of all the property mortgaged or charged Please do not See Continuation Sheet. write in this margin Please complete legibly, preferably in black type, or bold block lettering Particulars as to commission allowance or discount (note 3) A fee of £10 is Nil payable to Companies House in respect of each Signed Date 30 December 2003 register entry for a mortgage or On behalf of Company [mongague] chargee]t charge. (See Note 5) † delete as **Notes** appropriate 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

No. 398 is submitted.
A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.

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

- 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:-

1. General

- (a) All the security created under the Deed:
 - (i) is created in favour of the Facility Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) Notwithstanding any other provision of the Deed, if the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
 - (i) the Chargor must notify the Facility Agent promptly;
 - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) unless the Facility Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed.
- (c) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties.

2. Land

- (a) The Chargor charges by way of first legal mortgage all estates or interests in the real property specified in the Schedule (Security Assets) to this Form 395 under the heading **Real Property** subject, in the case of any leasehold properties to any necessary third party's consent to such mortgage being obtained (the charge in relation to any such leasehold property to take effect immediately on such consent being obtained).
- (b) A reference in paragraph (a) above to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the Chargor; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3. Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

4. Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

5. Restrictions on dealings

The Chargor may not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than pursuant to any Security Document; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as permitted under the Credit Agreement.

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 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.

BidCo means Spirit Amber BidCo Limited (registered number 04872046).

Borrower means the Company or an Additional Borrower.

Company means 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 originally dated 5th October, 2003 as amended pursuant to a supplemental agreement dated 31st October, 2003 and from time to time between (among others) the Chargor and the Facility Agent.

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.

The term Finance Document includes all amendments and supplements including supplements providing for further advances.

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

Group means the Parent and its Subsidiaries.

Guarantor means the Company, BidCo, the Parent, 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 the Credit Agreement.

Mandated Lead Arrangers means Barclays Capital (the investment banking division of Barclays Bank PLC), Citigroup Global Markets Limited, Merrill Lynch International and The Royal Bank Of Scotland PLC.

Obligor means a Borrower or a Guarantor.

Original Guarantors means Spirit Amber BidCo Limited (registered number 4872046), Spirit Amber Holdings Limited (registered number 4872028) and Spirit Amber Parent Limited (registered number 4872039).

Original Lenders means Barclays Bank PLC, Citibank N.A., Merrill Lynch Commercial Finance Corporation and The Royal Bank of Scotland plc.

Parent means 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 means any security created by the Deed.

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 Assets means all assets of the Chargor the subject of any security created by the Deed.

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 assignations of rent relative to land in Scotland and pledges of shares in Scotlish 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.

Target means each of Aspect Ventures Limited (Registered number 2468264), Cleveland Place Holdings Limited (Registered number 57987), Partstripe Limited (Registered number 4555293), S&N Pubs and Restaurants Limited (Registered number SC086166), S&N Retail (Northampton) Limited (Registered number 4090163), Scottish & Newcastle Retail Limited (Registered number 379485) and 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.

SCHEDULE

SECURITY ASSETS

REAL PROPERTY

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571	Ansty Arms	Coventry	CV7 9JP	F	SGR	Aspect	WK251241 & WK251242
605	Bay Horse	Wigan	WN4 9PJ	F	SGR	Aspect	GM85094 & GM484585
614	Berkshire Arms	Nr Newbury	RG7 5UX	F	SGR	Aspect	BK249470
633	Boddington Arms	Blackburn	BB2 7LB	F	SGR	Aspect	LA598997
634	Boddington Arms	Wilmstow	SK9 5LR	F	SGR	Aspect	CH458709
639	Bowman	Nottingham	NG15 7PY	F	SGR	Aspect	NT167143
668	Castleford - Premier Lodge	Castleford	WF10 5TG	F	SGR	Aspect	WYK649246
669	Cat & Lion	Warrington	WA4 4NB	F	SGR	Aspect	CH459769
676	Charnley Arms	Nr Wigan	WN6 0SS	F	SGR	Aspect	GM850956
711	Cross Roads Hotel	Weedon	NN7 4PX	F	SGR	Aspect	NN155209
722	De Trafford	Alderley Edge	SK9 7AA	BFL	SGR	Aspect	CH458511
723	Derby Lodge	Huyton	L36 4HD	F	SGR	Aspect	MS273998
742	Egerton Arms	Bache	CH2 1AU	F	SGR	Aspect	CH459790
748	Fairfield Arms	Kirkham	PR4 3HE	F	SGR	Aspect	LA465604
750	Fairmile	Cobham	KT11 1BW	F	SGR	Aspect	SY296353
772	Foxlydiate	Redditch	B97 6PX	F	SGR	Aspect	WR49977
773	Fradley Arms Hotel	Lichfield	WS138RD	FLI	SGR	Aspect	SF200715
776	Furzton Lake	Milton Keynes	MK4 1GA	F	SGR	Aspect	BM264846
783	Gatwick South Premier Lodge	Crawley	RH10 2NF	F	SGR	Aspect	WSX231846
788	George & Dragon	Altrincham	WA144PH	F	SGR	Aspect	GM852670
794	Goffs Park	Crawlev	RH11 8AX	F	SGR	Aspect	WSX84982
799	Gosling Bridge Inn	Carlisle	CA3 0AT	F	SGR	Aspect	CU34659
808	Green Man Inn	Syresham, Brackley	NN13 5TX	F	SGR	Aspect	NN139526
823	Gynsills	Leicester	LE3 8HB	F	SGR	Aspect	LT139152
836	Heathside	Tadworth	KT20 6BW	F	SGR	Aspect	SY104443, SY122595 & SY297819
838	Henry Boddington	Salford	M27 8TG	BFL	SGR	Aspect	GM332770 & GM682714
863	Horse & Hounds	Oadby	LE2 4RG	F	SGR	Aspect	LT317708
877	Kilton Inn	Knutsford	WA16 0QD	F	SGR	Aspect	CH458512
888	Knutsford North Premier Lodge	Knutsford	WA16 6RD	F	SGR	Aspect	CH458514
901	Liverpool - Henry's Cafe Bar	Liverpool	L1 6JB	F	SGR	Aspect	MS376698
916	Manchester GMEX 1 Henrys Café Bar	Manchester	M2 3DW	BFL	SGR	Aspect	GM490437 (7 leaseholds), GM675086, GM687289, GM690742 (leasehold), GM690765, GM732243 & LA5221
931	Millers - Chorley	Chorley	PR7 4AB	F	SGR	Aspect	LA876884
937	Millers - Macclesfield	Macclesfield	SK11 7XD	F	SGR	Aspect	CH459886
938	Millers - Northwich	Northwich	CW9 8EG	F	SGR	Aspect	CH459884

943	Millers - Sutton Coldfield	Sutton Coldfield	B75 6HD	F	SGR	Aspect	WK65935 & WK177214
954	New Ellesmere	Manchester	M27 0AA	BFL	SGR	Aspect	GM138396, GM138397, GM151915, GM191135,
			ļ.	ļ			GM282457 &
968	Oast House	Derby	DE23 8AG	F	SGR	Aspect	GM309398 DY173181
972	Old Bell	Reading	RG7 1LS	F.	SGR	Aspect	BK38846
979	Old Nelson	Stroud	GL5 4AF	F	SGR	Aspect	GR112314
	Peacock Hotel	Nantwich	CW5 6NE	F	SGR	Aspect	CH459865
	Pelican Inn	Altrincham	WA14 5NH	F	SGR	Aspect	GM852662
	Quays - Basildon	Basildon	SS14 3WB	F	SGR	Aspect	EX611004
	Quinceys - Sunderland	Sunderland	SR5 3XG	F	SGR	Aspect	TY330241
	Robin Hood	Bognor Regis	PO22 9PA	F	SGR	Aspect	WSX222028
1153	Ship Inn	Bristol	BS35 3LL	F	SGR	Aspect	GR1813856
1154	Ship Inn	Rainhill	L35 6PE	F	SGR	Aspect	MS433273
1161	Sidcot	Winscombe	B\$25 1NN	FLI	SGR	Aspect	AV203907
1169	Southwark - Anchor Bankside	London	SE1 9DN	BFL.	SGR	Aspect	SGL22864, SGL339149, SGL414094 & TGL116047
1204	Swan Inn	Bromsgrove	B61 7ET	F	SGR	Aspect	HW103948
1221	Thurrock Premier Lodge	West Thurrock	RM19 1NS	F	SGR	Aspect	EX17862 & EX488040
1227	Tudor Rose	Wirral	CH66 9PD	F	SGR	Aspect	CH455808
	Twelfth Man	Wirral	CH49 2PP	F	SGR	Aspect	MS433272
	Twigworth	Twigworth	GL2 9PG	F	SGR	Aspect	GR117945
	Vauxhall Inn	Tonbridge	TN11 0NA	F	SGR	Aspect	K578850
	Vine Inn	Southampton	SO51 6ZJ	F	SGR	Aspect	HP178481
1251	Wateringbury	Maidstone	ME18 5NS	F	SGR	Aspect	K341965
1254	· · · · · · · · · · · · · · · · · · ·	St Helens	WA11 7LX	F	SGR	Aspect	MS254487 & MS259046
	Wheatsheaf Hotel	Nr Basingstoke	RG25 2BB	F	SGR	Aspect	HP582300
1280	Wilton Arms Hotel	Middleton	M24 4RF	BFL	SGR	Aspect	GM780228 & GM853250
1285	Wobbly Wheel	Banbury	OX17 1JJ	F	SGR	Aspect	WK346547
1308	York City Centre Premier Lodge	York	YO24 1AJ	F	SGR	Aspect	NYK29154
	PL & Country Carvery, Trafford Pk	Manchester	M41 7JE	F	SGR	Aspect	GM601073
578 617	Bakers Arms Birmingham NEC Premier Lodge	Waltham Abbey Birmingham	EN9 3QF B40 1QA	F	SGR	SGR SGR	EX539821 WM765188

	Sheffield Premier Lodge	Sheffield	S9 2YL	SL	SGR,	CCD	SYK433333
1069	Quinceys - Bristol	North Filton, Bristol	BS34 7AA	SL	SGR	SGR(N)L	GR212594
	Quays - Northampton	Northampton	NN3 9DA	SL	SGR	SGR	NN205042
	Outside Inn - Birmingham	Parkway, Rubery	B45 9FP	SL	SGH	·	WM725742
			HX3 0QT		SGR	Aspect	WYK284196 & WYK568789
932 934	Millers - Dover	Halifax	CT16 1LU	BFL	SGP 34	SGR Aspect	K829668
905 932	London Wembley Premier Lodge Millers - Dover	Wembley Dover	HA9 8HQ	SL	SGR	SGR	NGL780497
		Brighton		SL	SGR	SGR	ESX239801
600 640	Brighton Premier Lodge	Barking	IG11 7BA BN1 1RE	SL	SGR	Aspect	EGL442064
	Barking Premier Lodge	Barking	IG11 7DA	 	ecp.	Annoct	EGI 440004
CON	SENT TO CHARGE PROPERTIES			<u> </u>	<u> </u>		part unregistered
1248	Warrington Central Premier Lodge	Warrington	WA1 4HA	F	SGR?	Aspect	CH375529 &
	Solus Lodge, Southampton Airport	Southampton		F	SGR	SGR	HP630165
	Solus Lodge, Shepherds Wharf	Plymouth	PL4 OHX	SL	SGR 3		WYK410648, DN479301
	Solus Lodge, Kings Cross Old Corn Mill. Wakefield Road	London	HD6 4HA	F	SGR	SGR	NGL813352
1264	Wheatstone Inn	Gloucester	GL4 3HR	LL	SGR	SGR	GR241028
1256	Watford Premier Lodge	Watford	WD17 2NJ	SL	SGR 1	SGR	HD397873
1244		Gateshead	NE11 9NA	F	SGR	SGR	TY358852
1158	Shire Horse	Stafford	ST16 1HA	LL.	SGR	SGR	SF453802
	Roebuck	Bilsborrow	PR3 ORN	F	SGR	SGR	LA946772
1021	Poole Premier Lodge	Poole	BH17 7DA	F	SGR	SGR	DT281064
1020	Outside Inn - Blackpool Outside Inn - Mottram	Blackpool Nr Hyde	FY4 5NZ SK14 3AU	F LL	SGR	SGR SGR	LA858578 GM809822
	Old Spot	Nottingham	NG5 6BH	F	SGR	SGR	NT310777
	Old Rectory	Stockport	SK1 1YG	LL	SGR	SGR	GM656996
982	Old Orleans - Broad Street	Birmingham	B15 1AU	F	SGR	SGR	WM641226
965	Nottingham CC Premier Lodge	Nottingham	NG2 4UU	LL	SGR	SGR	NT379442
956	Newcastle CC Premier Lodge	Newcastle Upon Tyne		SL	SGR	SGR	DY206769 TY357450
944 951	Mundy Arms	Mackworth	DE22 4LZ	F	SGR	SGR	DY132654 &
941 944	Millers - Preston Millers - Woolsington	Preston Newcastle Upon Tyne		iF	SGR_ SGR	SGR	TLA946693 TY406958
940	Millers - Pontefract	Proston	WF8 3BL PR5 6BA	FLI	SGR SGR	SGR	WYK26421
939	Millers - Nottingham	Nottingham	NG11 6LS	F	SGR	SGR	NT252358
936	Millers - Kings Langley	Kings Langley	WD4 8BR	F	SGR	SGR	HD7413
917	Manchester GMEX 2	Manchester	M15 5FJ	F	SGR	SGR	GM787703
915	Manchester Ctr Premier Lodge	Manchester	M3 5AS	SL	SGR		GM888008
910	Malthouse Farm	Whittle-le-woods	PR6 8AB	FLI	SGR	SGR	LA849581
895	Leeds City West Premier Lodge	Leeds	LS12 6LX	F	SGR	SGR	WYK658286
335	Heathley Park	Leicester	LE3 9QE	F	SGR	SGR	LT324080
301	Grange	Chelmsford	Смз знл	\F	SGR	SGR	BD209257 & BD225173 EX669512
719	Crown Inn	Nr St Neots	PE19 8EN	F	SGR	SGR	BD104050, BD205497,
710	Cross Keys	Middlesborough	TS14 6RW	FC FC	SGR	SGR	CE173104
705	County Hotel	Lytham St Annes	FY8 5LH	LL.	SGR	SGR	SGL615737 LA874857
		Croydon	CR0 4RJ	SL	SGR		&

CHA	RGING OF PART PROHIBITED	1				1	
	Premier Lodge, Ferry Lane	Brentford	TW8 0BB	F&LL	SGR	SGR	AGL96036 & AGL109132 (charging of part of leasehold is prohibited)
	Solus Lodge, Chichester Gate	Chichester	N019 8EB	SL	SGR	SGR	W\$X272398

Key to Owners (Disposal	
Properties)	
Legal Owners	
Legal owners shaded in blue	
represent the intended future owners	
(transfers to be effected when the	
relevant landlords' consents have	
been obtained)	
SGR	The Chargor
Beneficial Owners	
Aspect	Aspect Ventures
	Limited
HUGG	Huggins and
	Company Limited
SGR	The Chargor
SGR(N)L	Spirit Group Retail
	(Northampton) Limited
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03794854

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 15th DECEMBER 2003 AND CREATED BY SPIRIT GROUP RETAIL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY 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 31st DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JANUARY 2004.





