

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

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)

Name of company

*
Spirit Group Retail Limited ("the Chargor")

Date of creation of the charge

7 January 2004 15 December 2003

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



A56
COMPANIES HOUSE

0047
20/01/04

M**CHFP025**

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write in
this margin

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

*insert full name
of Company



For official use

Company number

[7][][][][][]

03794854

395

54949/130

Short particulars of all the property mortgaged or charged

Cocket Hat, North Anderson Drive, Aberdeen AB15 6DW

ALL and WHOLE those licensed premises known as the Cocket Hat, North Anderson Drive, Aberdeen, being that property more particularly described in the Disposition by Cocket Hat Limited in the Chargor's favour (wherein the Chargor is named Scottish and Newcastle Breweries Limited) recorded in the Division of the General Register of Sasines for the County of Aberdeen on 20 July 1966; Together with (one) the whole fixtures and fittings of the subjects secured under the Standard Security to which this Form 395 relates, (two) the whole parts, privileges and pertinents effeiring to the subjects secured under the Standard Security to which this Form 395 relates, (three) the Chargor's whole right, title and interest, present and future, in and to the said subjects;

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this margin

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legibly, preferably
in black type, or
bold block
lettering

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as

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.

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

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

To the Registrar of Companies
(Address overleaf)

Company number

03794854

Name of company

* Spirit Group Retail 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 charges being a Standard Security dated 15 December 2003

† delete as
appropriate

of which a true copy is annexed to this form was presented for registration on 7 January 2004
in [Scotland] ~~XXXXXXXXXXXX~~ ~~[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. 03794854

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 7 JANUARY 2004 AND 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 20th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JANUARY 2004.

20/01/04



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES