004368/13

In accordance with Section 860 of the Companies Act 2006

MG01
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

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

TUESDAY

AADGTNE7
A16 14/09/2010 361
COMPANIES HOUSE

1 Company details

For official use 38

→ **Filling in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

Company number	0 7 0 3 5 1 7 3
Company name in full	INTERTAIN (BARS) LIMITED (the "Chargor")

2 Date of creation of charge

Date of creation	0 8 0 9 2 0 1 0

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

Supplemental Legal Mortgage ("the **Mortgage**") dated 8 September 2010 granted by the Chargor in favour of the Royal Bank of Scotland plc as agent for the Finance Parties ("the **Security Trustee**"), which expression includes its successors in title, permitted assigns and permitted transferees

4 Amount secured

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

Amount secured

The "**Liabilities**", which are defined in the Mortgage by way of incorporation from the Debenture as being all present and future moneys, debts and liabilities due, owing or incurred by the Chargor under any Secured Document to any Secured Party on any current or other account or otherwise in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

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

MG01
Particulars of a mortgage or charge

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	The Royal Bank of Scotland plc as Security Trustee	
Address	Syndicated Loans Agency, Level 5,	
	135 Bishopsgate, London	
Postcode	E C 2 M 3 U R	
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	PLEASE SEE ATTACHED CONTINUATION PAGES	

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	NIL

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 X

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

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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	LEO SKINNER
Company name	KIMBELLS LLP
Address	POWER HOUSE,
HARRISON CLOSE, KNOWLHILL	
Post town	MILTON KEYNES
County/Region	BUCKS
Postcode	M K 5 8 P A
Country	
DX	154900 MILTON KEYNES 20
Telephone	01908 350 207

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:

- x The company name and number match the information held on the public Register
- x You have included the original deed with this form
- x You have entered the date the charge was created
- x You have supplied the description of the instrument
- x You have given details of the amount secured by the mortgagee or chargee
- x You have given details of the mortgagee(s) or person(s) entitled to the charge
- x You have entered the short particulars of all the property mortgaged or charged
- x You have signed the form
- x 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,
First Floor, Waterfront Plaza, 8 Laganbank Road
Belfast, Northern Ireland, BT1 3BS
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

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

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

INTERTAIN (BARS) LIMITED (REGISTRATION NO 07035173) *Continuation Page 1 of 3*

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee (as security trustee for the Finance Parties) by way of first legal mortgage, the Real Property in England and Wales belonging to it registered with the Land Registry with title number HD360475 being the property commonly known as

Walkabout 76-78 The Parade High Street Watford WD17 1AW as more particularly described in the lease dated 17 October 1997 and made between BLU Property Management Limited (1) and Regent Inns plc (2)

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In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

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

INTERTAIN (BARS) LIMITED (REGISTRATION NO 07035173) *Continuation Page 2 of 3*

Note (1) In this Form, except to the extent that the context requires otherwise

"Debenture" means the fixed and floating security document dated 20 October 2009 granted by Intertain Limited, Intertain (Bars) Limited and Intertain (Dining) Limited in favour of The Royal Bank of Scotland plc as the security trustee for the Secured Parties

"Facility Agreement" means the facility agreement dated 20 October 2009, made between Intertain Limited, the Original Borrowers and Original Guarantors named in that agreement, Barclays Bank PLC, Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland), The Royal Bank of Scotland plc and WestLB AG, London Branch (as arrangers), the Lenders named in that agreement, The Royal Bank of Scotland plc as Agent and Security Trustee and The Royal Bank of Scotland plc as Issuing Bank

"Finance Documents" has the meaning given to it in the Facility Agreement

"Finance Parties" has the meaning given to it in the Facility Agreement

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus owned by the Chargor

"Hedging Banks" has the meaning given to it in the Facility Agreement

"Hedging Documents" has the meaning given to it in the Facility Agreement

"Original Borrowers" means the entities listed in Part 1 Schedule 1 (*The Original Obligors)* of the Facility Agreement

"Original Guarantors" means the entities listed in Part 1 Schedule 1 (*The Original Obligors)* of the Facility Agreement

"Original Lenders" means the entities listed in Part 2 Schedule 1 (*The Original Lenders*) of the Facility Agreement

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Secured Document" means the Finance Documents and any Hedging Documents

"Secured Parties" means the Finance Parties and any Hedging Banks

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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

INTERTAIN (BARS) LIMITED (REGISTRATION NO 07035173) *Continuation Page 3 of 3*

Note (2)· The Mortgage provides that

(a) Unless the contrary intention appears, terms used in the Mortgage have the same meaning as in the Debenture

(b) In the Mortgage, unless the contrary intention appears, the provisions of Clause 1 2 (*Construction*) of the Facility Agreement apply with all necessary modifications as if they were set out in full in the Mortgage

(c) The provisions of Clauses 13 (*Representations and Warranties*) to 27 (*Indemnities*) of the Debenture are deemed to be incorporated into the Mortgage with all necessary modifications as if they were set out in full in the Mortgage

(d) The Mortgage provides by way of incorporation from the Debenture that the Chargor shall not create or permit to subsist any Security over any Real Property except for certain limited exceptions specified in Clause 24 4 (*Negative Pledge*) of the Facility Agreement

(e) The Mortgage provides by way of incorporation from the Debenture that the Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Real Property except for certain limited exceptions specified in Clause 24 5 (*Disposals*) of the Facility Agreement

(f) The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in the Mortgage to the extent required to ensure that any purported disposition of the Real Property specified in the schedule to the Mortgage is a valid disposition in accordance with Section 2(1) of the Law of the Property (Miscellaneous Provisions) Act 1989

(g) The charges, mortgages and assignments granted by the Chargor under the Mortgage are given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

A reference in the Mortgage to any assets includes, unless the contrary intention appears, present and future assets

References in the Debenture to "**this Deed**", "**hereof**", "**hereunder**" and expressions of similar import shall be deemed to be references to the Debenture as supplemented by the Mortgage

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7035173
CHARGE NO. 38

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL MORTGAGE DATED 8 SEPTEMBER 2010 AND CREATED BY INTERTAIN (BARS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 14 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 SEPTEMBER 2010

PX

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES