

MG01

Particulars of a mortgage or charge

036559/13

Oyez

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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

FRIDAY



SCT

S19HHO2Q

08/10/2010

COMPANIES HOUSE

1148

1 Company details		For official use
Company number	0 7 0 3 5 1 7 3	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by "
Company name in full	Intertain (Bars) Limited (the "Chargor")	
2 Date of creation of charge		
Date of creation	0 4 1 0 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	Standard Security by Intertain (Bars) Limited in favour of The Royal Bank of Scotland plc as Security Trustee for the Secured Parties dated 20 October 2009 (the "Standard Security")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details
Amount secured	All "Liabilities"	
Please see attached continuation pages		

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 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

ALL and WHOLE the tenant's interest in the lease between Pillar Projects Limited and Regent Inns plc registered in the Land Register of Scotland under Title Number MID51881 of the subjects known as and forming Units 6/7 The Omni Centre, Greenside Place, Edinburgh

Amount secured	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>DEFINITIONS AND INTERPRETATION</p> <p>"Accession Deed" has the meaning given to it in the Intercreditor Deed.</p> <p>"Accession Letter" means a document substantially in the form set out in Part I of Schedule 7 (Accession Resignation) of the Facility Agreement.</p> <p>"Additional Borrower" means a company which becomes an additional borrower in accordance with Clause 27 (Changes to the Obligors) of the Facility Agreement.</p> <p>"Additional Guarantor" means a company which becomes an additional guarantor in accordance with Clause 27 (Changes to the Obligors) of the Facility Agreement.</p> <p>"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.</p> <p>"Agent" means The Royal Bank of Scotland plc as Agent of the Lenders.</p> <p>"Ancillary Facility" means an ancillary facility or facilities made available, pursuant to an Ancillary Facility Request, by an Ancillary Lender in accordance with Clause 8 (Ancillary Facilities) of the Facility Agreement.</p> <p>"Ancillary Facility Document" means a document relating to or setting out the terms of an Ancillary Facility.</p> <p>"Ancillary Facility Request" means a notice substantially in the form set out in Part III of Schedule 3 (Requests) of the Facility Agreement.</p> <p>"Ancillary Lender" means a Lender under Facility C or an Affiliate of such Lender which agrees to make available an Ancillary Facility pursuant to Clause 8 (Ancillary Facilities) of the Facility Agreement and references to the Facility C Commitment and similar expressions of an Ancillary Lender shall be construed as references to the Facility C Commitment or otherwise to relate to the Lender under Facility C of which the relevant Ancillary Lender is an Affiliate.</p> <p>"Arranger" means Bank of Scotland plc, Barclays Bank plc, The Royal Bank of Scotland plc and WestLB AG, London Branch as mandated lead Arrangers (whether acting individually or together).</p> <p>"Borrower" means an Original Borrower or an Additional Borrower, unless it has ceased to be a Borrower in accordance with Clause 27 (Changes to Obligors) of the Facility Agreement.</p> <p>"Company" means Intertain Limited (Registered Number 06996339).</p>

MG01 - continuation page

Particulars of a mortgage or charge

Oyez

Mortgagee(s) or person(s) entitled to the charge

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

Name

Address

Postcode

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MG01 - continuation page

Particulars of a mortgage or charge



	Amount secured
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>"Debenture" means the fixed and floating security document granted by the Original Obligors each as Chargors in favour of the Security Trustee dated on or about the date of the Facility Agreement.</p> <p>"Facility Agreement" means the Facility Agreement dated 20 October 2009, made between the Company; the Original Borrowers; the Original Guarantors; the Arrangers; the Agent; the Security Trustee; and the Issuing Bank.</p> <p>"Facility C" means the revolving credit facility made available under the Facility Agreement as described in paragraph (c) of Clause 2.1 (The Facilities).</p> <p>"Facility C Commitment" means:</p> <p>(a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading "Facility C Commitment" in Part II of Schedule 1 (The Original Parties) of the Facility Agreement and the amount of any other Facility C Commitment transferred to it under the Facility Agreement; and</p> <p>(b) in relation to any other Lender, the amount in Sterling of any Facility C Commitment transferred to it under the Facility Agreement, to the extent not cancelled, reduced or transferred by it under the Facility Agreement.</p> <p>"Facility C Loan" means a loan made or to be made under Facility C or the principal amount outstanding for the time being on that loan.</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between, as the case may be, the Arranger and the Company, the Agent and the Company or the Security Trustee and the Company setting out any of the fees referred to in Clause 14 (Fees) of the Facility Agreement.</p> <p>"Finance Document" means the Facility Agreement, any Ancillary Facility Document, any Supplemental Facility Document, any Fee Letter, the Intercreditor Deed, any Accession Letter, any Security Document and any other document designated as such by the Agent and the Company.</p> <p>"Finance Party" means the Agent, the Security Trustee, an Arranger, an Ancillary Lender, the Issuing Bank or a Lender.</p> <p>"Group" means the Company and its Subsidiaries for the time being.</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (Changes to Obligors) of the Facility Agreement</p>

MG01 - continuation page

Particulars of a mortgage or charge

Oyez

Mortgagee(s) or person(s) entitled to the charge

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

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MG01 - continuation page

Particulars of a mortgage or charge



Amount secured

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

Amount secured

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Intercreditor Deed" means the Intercreditor Deed dated on or about the date of the Facility Agreement between, among others, the Company, the other Obligors, the Arranger, the Lenders named therein and the Security Trustee.

"Issuing Bank " means The Royal Bank of Scotland plc as Issuing Bank.

"Lender" means:

(a) any Original Lender; and

(b) any bank or financial institution which has become a Party in accordance with Clause 26 (Changes to the Lenders) of the Facility Agreement, which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"Liabilities" of an Obligor (including as a Chargor) means all present and future moneys, debts and liabilities due, owing or incurred by it to any Secured Party under or in connection with any Finance Document. 4

"Obligor" means a Borrower or a Guarantor or any Subsidiary which has granted Security in respect of the Facilities. 10

"Original Borrowers" means the Subsidiaries of the Company listed in Part I of Schedule 1 (the Original Parties) of the Facility Agreement as Original Borrowers (together with the Company).

"Original Guarantors" means the Subsidiaries of the Company listed in Part 1 of Schedule 1 (the Original Parties) of the Facility Agreement as Original Guarantors (together with the Company).

"Original Lender" has the meaning given to it in the Facility Agreement.

"Original Obligor" means an Original Borrower or an Original Guarantor.

"Party" means a party to the Facility Agreement.

"Property" means a property listed in Schedule 12 (The Properties) of the Facility Agreement and includes each and every part of each such property, including all buildings, Fixtures and other structures now or in the future on it and all easements and rights attaching to it, but excluding any such property which has been transferred in accordance with Clause 24.5 (Disposals) of the Facility Agreement.

MG01 - continuation page

Particulars of a mortgage or charge

Oyez

Mortgagee(s) or person(s) entitled to the charge

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

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MG01 - continuation page

Particulars of a mortgage or charge



Amount secured	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"Scottish Security Document" means each standard security document to be entered into by the relevant Obligor in accordance with Clause 24.28(d) (Conditions Subsequent) of the Facility Agreement in favour of the Security Trustee over its Properties in Scotland, being (i) Unit 4 (Jongleurs Comedy Club, 11 Renfrew Street) IGC Development, Glasgow, (ii) Units 6/7 The Omni Centre, Greenside Place, Edinburgh, and (iii) Units 1, 3 and 5 Walkabout Inn) UGC Development, 128 Renfield Street, Glasgow.</p> <p>"Secured Party" means a Finance Party.</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p>"Security Document" means:</p> <ul style="list-style-type: none"> (a) the Debenture; (b) each Supplemental Legal Mortgage; (c) each Scottish Security Document; (d) the Intercreditor Deed (and any Accession Deed); and (e) any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document. <p>"Security Property" has the meaning given to it in the Intercreditor Deed.</p> <p>"Security Trustee" means The Royal Bank of Scotland plc as Security Trustee for the Finance Parties.</p> <p>"Sterling" or "£" means the lawful currency for the time being of the United Kingdom.</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and, for the purpose of Clause 23 (Financial covenants) of the Facility Agreement.</p> <p>"Supplemental Debenture" has the meaning given to it in the Facility Agreement.</p> <p>"Supplemental Facility Document" means each document relating to or evidencing the terms of a facility or a transaction relating to a Supplemental Facility.</p>

MG01 - continuation page

Particulars of a mortgage or charge



Mortgagee(s) or person(s) entitled to the charge

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

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MG01 - continuation page
Particulars of a mortgage or charge



	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Supplemental Facilities" means any facility or financial accommodation (other than any Ancillary Facility) provided by an Ancillary Lender to any member of the Group (a) for the purpose of facilitating payment (under CHAPS, BACS and SWIFT systems), (b) provided for the purpose of providing other clearing banking facilities resulting in short term or intra-day exposures, (c) in relation to credit and debit card payments, (d) the issue of letters of credit, bonds, indemnities and/or bank guarantees or (e) any other banking facility agreed between the Company and the relevant Ancillary Lender.</p> <p>"Supplemental Legal Mortgage" means each supplemental security agreement entered into or to be entered into between an Obligor and the Agent in substantially the form scheduled to the Debenture.</p>	

MG01 - continuation page

Particulars of a mortgage or charge



Mortgagee(s) or person(s) entitled to the charge

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

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MG01

Particulars of a mortgage or charge

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

N/A

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).

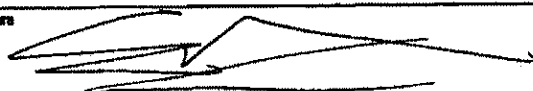
Signature

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

MG01

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

Jacqui Cooper

Company name

Dundas & Wilson CS LLP

Address

Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode

E H 1 2 E N

Country

DX

Telephone

0131 228 8000

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

MG09

Oyez

Certificate of registration of a charge comprising
property situated in another UK jurisdiction


✓ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

✗ **What this form is NOT for**
You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details		For official use
Company number	0 7 0 3 5 1 7 3	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Intertain (Bars) Limited	

2 Date charge presented		1 As described on form MG01 'Particulars of a mortgage or charge' 2 Please tick as appropriate
Date of, and parties to, the charge	It is hereby certified that the charge 1, Standard Security by Intertain (Bars) Limited in favour of the Royal Bank of Scotland plc as Security Trustee dated 20 October 2009 was presented for registration on d 0 4 m 1 0 y 2 0 1 0	
Jurisdiction	in 2, <input checked="" type="checkbox"/> Scotland <input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland	

3 Signature	
Please sign the form here	
Signature	
This form must be signed by a person with an interest in the registration of the charge	

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction

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. The contact information you give will be visible to searchers of the public record

Contact name

Jacqui Cooper

Company name

Dundas & Wilson CS LLP

Address

Saltire Court

20 Castle Terrace

Edinburgh

Post town

Country/Region

Postcode

E H 1 2 E N

Country

DX

Telephone

0131 228 8000

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 shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ You have signed the form

Important information

Please note that all information on this form will appear on the public record

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,
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DX 33050 Cardiff

For companies registered in Scotland.
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139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
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Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1

Further information

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This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



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. 41

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 20 OCTOBER 2010 WHICH WAS PRESENTED FOR
REGISTRATION IN SCOTLAND ON 4 OCTOBER 2010 AND
CREATED BY INTERTAIN (BARS) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM AN OBLIGOR TO ANY
SECURED PARTY 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 8 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 OCTOBER
2010

THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED

19 OCTOBER 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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. 41

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
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MONIES DUE OR TO BECOME DUE FROM AN OBLIGOR TO ANY
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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 8 OCTOBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 OCTOBER
2010**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**