

00400024

M

COMPANIES FORM NO. 395

Particulars of a mortgage or charge

395

CHFP025

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

10

Company number

5895613

*Insert full name
of Company

Name of company

INN INVESTMENT LIMITED (the Chargor)

Date of creation of the charge

3 September 2007

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

Supplemental legal charge (the "Deed")

Amount secured by the mortgage or charge

All and any moneys, obligations and liabilities at the date of the Deed or thereafter due owing or incurred by any Obligor to the Finance Parties (or any of them) in whatever currency denominated whether actually or contingently and whether alone or jointly with any other person and whether as principal or surety under the Finance Documents including all interest, commissions, fees and all legal and other costs, charges and expenses which the Finance Parties (or any of them) may charge any Obligor or incur under any Finance Document (the **Secured Liabilities**)

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

Anglo Irish Bank Corporation plc registered in Ireland and acting through its London branch of 10 Old Jewry, London as security agent for itself and the other Finance Parties (the **Security Agent**)

Postcode

EC2R 8DN

Presenter's name and address and
reference (if any)

Addleshaw Goddard LLP
Alder Castle, 10 Noble Street
London, EC2V 7JW

307031 - 8279/HATHRA
Time critical reference

For official Use
Mortgage Section

TUESDAY

Post room



LD3

L0DT8T2U

18/09/2007

COMPANIES HOUSE

431

Short particulars of all the property mortgaged or charged

1 Fixed Charge

1 1 Charge

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 2 2 (Title Guarantee) of the Deed as described at paragraph 1 2 of this Form 395, charged in favour of the Security Agent by way of first legal mortgage its right, title and interest in and to the Legally Mortgaged Property set out at the Schedule (Legally Mortgaged Property) to the Deed as described in the Schedule annexed to this Form 395

(continued)

Please do not
write in
this margin

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

Particulars as to commission, allowance or discount (note 3)

Nil

Signed

Matthew Gollard LLP

Date 17 September 2007

On behalf of [mortgagee/chargee]

A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

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
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,
- 3 (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 CF4 3UZ, DX 33050 Cardiff

†delete as
appropriate

Amount secured by the mortgage or charge (continued)

Company Name Inn Investment Limited

Company No 5895613

1 2 Title Guarantee

- (a) Every disposition effected by the Deed is made with full title guarantee
- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants

1 3 Notification of Charge

The Chargor shall apply to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry in its name and against which the Deed may be noted

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2007 in favour of Anglo Irish Bank Corporation plc "

1 4 Negative pledge

Pursuant to the provisions of the Deed

- (a) No Obligor shall, without the prior written consent of the Security Agent, other than in accordance with the Facilities Agreements, create or permit to subsist or arise any Security on the Legally Mortgaged Property other than the Permitted Security
- (b) Subject to paragraph (a) above, any Security on the Legally Mortgaged Property created in the future by any Obligor (otherwise than in favour of the Security Agent) shall be expressed to be subject to the Deed and shall rank after and postponed to the security created by the Deed

1 5 Restrictions on disposals

No Obligor shall, without the prior written consent of the Security Agent, other than in accordance with the Facilities Agreements, part with or dispose of or grant any lease in respect of any Legally Mortgaged Property except, in the case of stock-in-trade charged by way of floating charge, which such Obligor may sell or realise at not less than market value in the ordinary and proper course of its business. Without limitation, no Obligor shall without the prior written consent of the Security Agent, sell, assign, discount, factor, pledge, charge or otherwise dispose of its debts or chooses in action or otherwise deal with the same except in accordance with the Finance Documents nor sell assign or dispose of any Intellectual Property

1 6 Power of Attorney

Pursuant to the provisions of the Deed

- (a) Each Obligor irrevocably and by way of security (and to secure proprietary interests of the respective donees) appointed the Security Agent and any person nominated in writing under the hand of any officer of the Security Agent and every Receiver appointed hereunder acting jointly and also severally as attorney of such Obligor for

that Obligor and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants, undertakings and provisions herein contained or contained in the Facilities Agreements or which may be required or deemed proper by any such attorney for any of the purposes of this security

- (b) Each Obligor ratified and confirmed and agreed to ratify and confirm whatever any attorney appointed under paragraph (a) above properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to herein

1 7 Confirmation

Any legal mortgage, fixed charge or floating charge created by the Debenture or any Supplemental Legal Charge (including in particular all fixed or floating security under clause 3 (Charge) of the Debenture which arose on the Chargor becoming beneficially entitled to such assets) or any rights of the Security Agent therein shall continue in force and shall not merge in any security created by the Deed or be released, extinguished or affected in any way by the Deed

1 8 Debenture

The Debenture shall remain in full force and effect save as supplemented and amended by the Deed

2 DEFINITIONS

Accession Deed has the meaning given to it in the Facilities Agreements

Amendment and Restatement Agreement means an amendment and restatement agreement dated 19 March 2007 amending and restating the Bankside Facilities Agreement

Arranger means Anglo Irish Bank Corporation plc

Assignment of Rent means an assignment executed or to be executed by an Obligor in favour of the Security Agent in a form and content satisfactory to the Security Agent of the rental income payable to an Obligor in respect of any Scottish Property

Bankside Facilities Agreement means a facilities agreement dated 27 November 2006 between London Town plc, Bankside Developments Limited as borrower, London Town plc and certain of its subsidiaries as guarantors and Anglo Irish Bank Corporation plc as arranger, original lender, hedge counterparty and security agent as amended and restated pursuant to an amendment and restatement agreement dated 19 March 2007, as further amended and restated pursuant to an amendment and restatement agreement dated 13 April 2007 and as the same may be amended, varied, supplemented, restated and/or novated from time to time

Capitalisation Facility Blocked Account Charge has the meaning given to it in the Facilities Agreements

Debenture means the debenture dated 30 November 2006 between the Chargor, London Town plc, Bankside Developments Limited, Draught Development and Inn Portfolio in favour

of the Security Agent

Deed of Undertaking has the meaning given to it in the Facilities Agreements

Facilities Agreements means the Bankside Facilities Agreement and the Inn Investment Facilities Agreement and **Facilities Agreement** means each of them

Facility Agent means Anglo Irish Bank Corporation plc

Fee Letter has the meaning given to it in the Facilities Agreements

Finance Document means

- (a) any Accession Deed,
- (b) the Facilities Agreements,
- (c) the Amendment and Restatement Agreement,
- (d) the Deed of Undertaking,
- (e) any Fee Letter,
- (f) any Hedging Arrangement,
- (g) the Intercreditor Deed,
- (h) any Security Documents,
- (i) any Utilisation Request, and
- (j) any other document designated as a Finance Document by the Facility Agent and London Town plc

Finance Parties means any of the Facility Agent, the Arranger, the Security Agent, each Lender and each Hedge Counterparty

Hedge Counterparty means Anglo Irish Bank Corporation plc

Hedging Arrangement has the meaning given to it in the Facilities Agreements

Inn Investment Facilities Agreement means a facilities agreement dated 27 November 2006 between London Town plc, the Chargor as borrower, London Town plc and certain of its subsidiaries as guarantors and Anglo Irish Bank Corporation plc as arranger, original lender, hedge counterparty and security agent as amended and restated pursuant to an amendment and restatement agreement dated 19 March 2007, as supplemented and amended pursuant to a transaction schedule dated 13 April 2007, as supplemented and amended pursuant to a transaction schedule dated 3 September 2007 and as the same may be amended, varied, supplemented, restated and/or novated from time to time

Intellectual Property means patents, registered designs, trade marks and service marks (whether registered or not and including applications for any of the foregoing), copyrights, design right, business or trade names, domain names, rights in and to software including source codes, rights in and to Technical Information and other confidential information, trade secrets and know-how, database rights and all other intellectual property rights of whatever

nature subsisting in any part of the world

Intercreditor Deed has the meaning given to it in the Facilities Agreements

Legally Mortgaged Property means each freehold/leasehold or heritable property specified in the Schedule to the Deed as described in the Schedule annexed to this Form 395

Lender means

- (a) the Original Lender, and
- (b) each person which has become a Lender in accordance with clause 25 (Changes to the Lenders) of the Facilities Agreements, which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreements,

together the **Lenders**

Managers Undertaking has the meaning given to it in the Facilities Agreements

New Security Document has the meaning given to such term in the Facilities Agreements

Obligor means

- (a) Bankside Developments Limited (registered in England and Wales under number 4111631) and whose registered office is at Emerald House, East Street, Epsom, Surrey KT17 1HS,
- (b) London Town plc (registered in England and Wales under number 2287654) and whose registered office is at Emerald House, East Street, Epsom, Surrey KT17 1HS,
- (c) the Chargor,
- (d) Draught Development (registered in England and Wales under number 5969627) and whose registered office is at Emerald House, East Street, Epsom, Surrey, KT17 1HS, and
- (e) Inn Portfolio (registered in England and Wales under number 5969664) and whose registered office is at Emerald House, East Street, Epsom, Surrey, KT17 1HS

together the **Obligors**

Original Lender means Anglo Irish Bank Corporation plc

Party has the meaning given to it in the Facilities Agreements

Permitted Bankside Security means the Horizon Account Charge and the Richardson Account Charge as each such term is defined in the Bankside Facilities Agreement

Permitted Inn Investment Security means the Horizon Account Charge and the Richardson Account Charge as each such term is defined in the Inn Investment Facilities Agreement

Permitted Security means the Permitted Bankside Security and the Permitted Inn Investment Security

Receiver means each and every person or persons appointed under clause 7 (Receivers and Administrators) of the Debenture as a receiver and/or manager or receivers and/or managers

and includes an administrative receiver

Scottish Property has the meaning given to such term in the Facilities Agreements

Security means a mortgage, charge, standard security, pledge, lien, hypothecation, diligence, assignment, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Document means

- (a) the Capitalisation Facility Blocked Account Charge,
- (b) the Debenture,
- (c) each Standard Security,
- (d) each Assignment of Rent,
- (e) the Manager's Undertakings,
- (f) each Supplemental Legal Charge,
- (g) any New Security Document, and
- (h) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

Standard Security means a standard security executed or to be executed by an Obligor in favour of the Security Agent in a form and content satisfactory to the Security Agent creating a fixed security over Scottish Property

Supplemental Legal Charge has the meaning given to such term in the Facilities Agreements

Technical Information means all designs, specifications, data sheets, calculations, methods, techniques, processes, discoveries, recipes, formulations, inventions, performance data and other technical data and information relating to the sale, use and maintenance of services offered by any Obligor

Transaction Documents has the meaning given to such term in the Facilities Agreements

Utilisation Request means a notice substantially in the relevant form set out in Schedule 4 (Utilisation Request) to the Facilities Agreements

Schedule

Legally Mortgaged Property

Property Name	Address	Tenure	Title Number
Mermaid	Delamore Road, Handforth, Wilmslow, SK9 3RB	Leasehold	CH424877

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05895613

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE DATED THE 3rd SEPTEMBER 2007 AND CREATED BY INN INVESTMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO THE FINANCE PARTIES (OR NY OF THEM) 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 18th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st SEPTEMBER 2007

P. Cer



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES