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

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 (£13 for forms delivered on or after 1 February 2005) 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

2

06135844

Name of company

* Regent Inns Walkabout Limited (the "Company")

Date of creation of the charge

27 May 2008

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

Standard Security (the "Charge")

Amount secured by the mortgage or charge

The Liabilities

See Paper Apart 1 for Definitions

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

The Royal Bank of Scotland as Security Trustee for the Creditors (the
"Security Trustee")
135 Bishopgate, London

Postcode EC2M 3UR

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

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

Time critical reference

JAO/DAC/CLP/RBS011 0183

For official use (02/00)

Mortgage Section

Post room

FRIDAY



SY5ZO05N

SCT 30/05/2008 2092

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Paper Apart 2

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write in
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legibly, preferably
in black type or
bold block
lettering

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Dundee & Wilson CS LLP

Date 30 May 2008

On behalf of ~~[company]~~ mortgagee/chargee†

Notes

†Delete as
appropriate

- 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 A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. 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.

This is the Paper Apart 1 referred to in the foregoing Companies House Form 395 relative to the Standard Security granted by Regent Inns Walkabout Limited (the "Company") in favour of The Royal Bank of Scotland plc as Security Trustee for the Creditors dated 30 January 2008 and registered in the Land Register of Scotland on 27 May 2008.

In this Paper Apart, the following shall mean. -

"Accession Undertaking" means an undertaking substantially in the form of Schedule 2 (Form of Accession Undertaking) of the Intercreditor Deed,

"Affiliate" means in relation to a person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 9 August 2006 between, among others, the Company, the guarantors named therein the Agent, the Lenders as defined in the Facility Agreement, The Royal Bank of Scotland plc as security trustee for the Finance Parties and the Issuing Bank and which relates to the amendment and restatement of the Facility Agreement,

"Company" means Regent Inns Walkabout Limited, incorporated under the Companies Acts (Company Number 06135844) and having its Registered Office at Rowley House, South Herts Office Campus, Elstree Way, Borehamwood, Herts WD6 1JW,

"Credit Document" means

- (i) the Finance Documents,
- (ii) the Intercreditor Deed,
- (iii) the Existing Hedging Agreements,
- (iv) any other Hedging Agreement approved by the Majority Creditors pursuant to Clause 13.4 (*Hedging Banks*) of the Intercreditor Deed and designated as a Hedging Agreement and a Credit Document in accordance with Clause 14 (*Accession and Designation Procedures*) of the Intercreditor Deed and entitled to the benefit of the Security constituted by the Security Documents, and
- (v) any other documents designated as such by the Company and the Security Trustee in writing

"Creditors" means

- (i) the Finance Parties;
- (ii) the Hedging Banks, and
- (iii) each transferee or assignee which has executed and delivered to the Security Trustee a duly completed Accession Undertaking which has been countersigned by the Security Trustee

"Existing Hedging Agreements" means the interest rate protection agreements between

- (i) West LB AG, London Branch and Regent Inns plc in respect of £5,500,000 at 7.33% expiring September 2007,

- (ii) West LB AG, London Branch and Swanarch Limited (or, as the case may be, Regent Inns plc) in respect of £3,500,000 at 7.33% expiring September 2007,
- (iii) West LB AG, London Branch and Across the Miles Communication Limited (or, as the case may be, Regent Inns plc) in respect of £3,000,000 at 7.33% expiring September 2007,
- (iv) West LB AG, London Branch and Regent Inns plc in respect of £10,000,000 at 5.244% expiring 10 July 2009, and
- (v) The Royal Bank of Scotland plc and Regent Inns plc in respect of £10,000,000 at 5.1475% expiring 10 July 2008,

"Facility Agreement" means the facility agreement dated 26 July 2001 as amended by an amendment agreement dated 6 September 2001 and by side letters dated 9 May 2002 and 4 June 2004, and as amended and restated by an amendment and restatement agreement dated 17 December 2004, as further amended and restated by an amendment and restatement agreement dated 5 September 2005 and as further amended and restated by an amendment and restatement agreement dated 9 August 2006) between, amongst others, the Company, the original Obligors, The Royal Bank of Scotland plc (the "Agent, the "Arranger" and the "Security Trustee"), National Westminster Bank Plc (the "Issuing Bank") and the lenders named therein

"Finance Document" means

- (i) the Facility Agreement,
- (ii) the Amendment and Restatement Agreement; and the amendment and restatement deed dated 9 August 2006 between, among others, the Company, the Obligors, the Lenders and the Security Trustee and which relates to the amendment and restatement of the Intercreditor Deed,
- (iii) any document relating to or setting out the terms of an Ancillary Facility (as defined in the Facility Agreement),
- (iv) any letter or letters dated on or about the date of the Amendment and Restatement Agreement between, as the case may be, the Arranger and the Company, the Agent and the Company or The Royal Bank of Scotland plc as security trustee for the Finance Parties and the Company setting out any of the fees referred to in Clause 14 (Fees) of the Facility Agreement,
- (v) any document substantially in the form set out in Part I of Schedule 6 (*Form of Accession Letter*) of the Facility Agreement,
- (vi) a bank guarantee issued or to be issued by the Issuing Bank under Facility B (as defined in the Facility Agreement), substantially in the form set out in Schedule 7 (*Form of Bank Guarantee*) of the Facility Agreement or in any other form requested by a borrower under the Facility Agreement and agreed by the Agent (with the prior consent of the Majority Lenders (as defined in the Facility Agreement)) and the Issuing Bank,
- (vii) any Security Document,

- (viii) any other document designated as such by the Agent and the Company, and
- (ix) any other document designated as such by the Security Trustee and the Company

any reference to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument

"Finance Parties" means

- (i) the Agent,
- (ii) The Royal Bank of Scotland plc as security trustee for the Finance Parties,
- (iii) an Arranger,
- (iv) an Ancillary Lender which is defined in the Facility Agreement as a Lender under Facility B (as defined in the Facility Agreement) or an Affiliate of such Lender which agrees to make available an Ancillary Facility (as defined in the Facility Agreement) pursuant to Clause 8 (*Ancillary Facilities*) of the Facility Agreement and references to the Facility B Commitment (as defined in the Facility Agreement) and similar expressions of an Ancillary Lender shall be construed as references to the Facility B Commitment (as defined in the Facility Agreement) or otherwise to relate to the Lender under Facility B (as defined in the Facility Agreement) of which the relevant Ancillary Lender is an Affiliate,
- (v) the Issuing Bank, or
- (vi) the Original Lenders and any any bank or financial institution which has become a party to the Facility Agreement in accordance with Clause 26 (*Changes to the Lenders*) of the Facility Agreement, which in each case has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement

"Group" means the Company and its Subsidiaries for the time being,

"Hedging Agreement" means any interest rate swap and/or interest rate cap, floor, collar or option transactions and/or other interest rate hedging or derivative agreements, arrangements or confirmations entered into by an Obligor with any Hedging Counterparty,

"Hedging Banks" means the banks or financial institutions listed in Part III of Schedule 1 (The Original Parties) of the Intercreditor Deed as hedging banks,

"Hedging Counterparty" means any Hedging Bank or Lender or any Affiliate of a Lender or Hedging Bank which becomes a Hedging Bank in accordance with Clause 13 (*Changes to the Parties*) of the Intercreditor Deed,

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

"Intercreditor Deed" means the intercreditor deed dated 6 September 2001 between, among others, the Original Borrowers named therein, the Original Guarantors named therein (including the Company) and The Royal Bank of Scotland plc as the Security Trustee (as amended and restated on 17 December 2004, 5 September 2005 and as further amended and restated on 9 August 2006),

"Lenders" means each Original Lender and each other Lender which becomes a Lender pursuant to a Credit Document and in accordance with Clause 13 (Changes to Parties) of the Intercreditor Deed,

"Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by the Company under any Credit Document to any Creditor 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)

"Majority Creditors" means, at any time

- (i) subject to paragraph (ii) below, the Majority Lenders as defined under the Facility Agreement, and
- (ii) following any Enforcement Action (as defined in the Intercreditor Deed), Majority Creditors shall be determined by including as Lenders any Hedging Counterparty party to a Hedging Agreement which is a Credit Document with a commitment equivalent to the net amount payable by the relevant Obligor following termination and close out of the relevant Hedging Agreement, provided the relevant termination sum (however defined) has become due,

"Obligors" means the Company, each Original Borrower, each Original Guarantor and such other members of the Group that accede to the Intercreditor Deed by execution of an Accession Undertaking in accordance with Clause 13 (*Changes to Parties*) of the Intercreditor Deed,

"Original Borrowers" means each of the Company and the subsidiaries of the Company listed in Part I of Schedule 1 (The Original Parties) of the Intercreditor Deed as original borrowers,

"Original Guarantors" means each of the Company and the subsidiaries of the Company listed in Part 1 of Schedule 1 (The Original Parties) of the Intercreditor Deed as original borrowers,

"Original Lenders" means the financial institutions listed in Part II of Schedule 1 of the Facility Agreement as lenders

"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,

"Security Documents" means

- (i) each of the fixed and floating security documents dated 6 September 2001 granted by the Chargors (as defined therein) in favour of HSBC Investment Bank plc (now HSBC Bank plc by virtue of a transfer to it of HSBC Investment Bank plc's investment banking business on 30 November 2002 pursuant to the HSBC Investment Banking Act 2002) as security trustee (the "First Debenture"), and the Debenture,

- (ii) any supplemental debenture referred to in paragraph 12 of Schedule 2 to the Facility Agreement,
- (iii) the Intercreditor Deed (and any Accession Undertaking),
- (iv) any security document listed in paragraph 4 of schedule 2 (*Conditions precedent*) to the Amendment and Restatement Agreement, and
- (v) any other security document that may at any time be given as security for any of the Liabilities (as defined in the Facility Agreement) pursuant to or in connection with any Finance Document (as defined in the Facility Agreement),

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985,

any reference to the "Agent", a "Chargor", an "Arranger", any "Finance Party", any "Lender", any "Obligor", the "Security Trustee" or any party to the Facility Agreement, Intercreditor Agreement or the Security Document shall be construed so as to include its successors in title, permitted assigns and permitted transferees,

"Security Trustee" means The Royal Bank of Scotland plc, incorporated under the Companies Acts in Scotland (Company No SC090312) and having its registered office at 36 St Andrew Square, Edinburgh, EH2 2YB,

This is the Paper Apart 2 referred to in the foregoing Companies House Form 395 relative to the Standard Security granted by Regent Inns Walkabout Limited (the "Company") in favour of The Royal Bank of Scotland plc as Security Trustee for the Creditors dated 30 January 2008 and registered in the Land Register of Scotland on 27 May 2008.

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, Together with (1) the whole parts, privileges and pertinents efferring thereto, (2) the whole fixtures and fittings therein and thereon, and (3) the Company's whole right, title and interest, present and future, in and to the said subjects.

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**Certificate of registration in
Scotland or Northern Ireland
of a charge comprising property
situate there**

Pursuant to section 398(4) of the Companies Act 1985

Please do not
write in
this margin

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

• Insert full name
of company

To the Registrar of Companies
(Address overleaf)

For official use

Company number

☐ ☐ ☐

06135844

Name of company

• Regent Inns Walkabout Limited ("the Company")

• We, Dundas & Wilson CS LLP

of Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN

† give date and
parties to charge

certify that the charge† by the Company in favour of The Royal Bank of Scotland as
Security Trustee for the Creditors dated 30 January 2008

‡ delete as
appropriate

of which a true copy is annexed to this form was presented for registration on 27 May 2008
in [Scotland] ~~[Northern Ireland]~~†

Signed Dundas & Wilson CS LLP

Date 30 May 2008

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

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

For official use (02/06)
Mortgage

FRIDAY



SCT

SY5ZN05M
30/05/2008
COMPANIES HOUSE

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Companies M398

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Notes

The address of 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. 6135844

CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 27
MAY 2008 AND CREATED BY REGENT INNS WALKABOUT
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY CREDITOR ON ANY
ACCOUNT WHATSOEVER 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 30 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES