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CHFP025

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* insert full name
of Company

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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)

For official use

Company number

104

02585754

Name of company

* Cousin of Pubmaster Limited ("Cousin")

Date of creation of the charge

23 December 1999

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

The supplemental pubmaster deed of charge (the "Supplemental Pubmaster Deed of Charge") dated the 23 December 1999 and made between Cousin, Pubmaster Limited (the "Borrower"), Son of Pubmaster Limited ("SOP"), Daughter of Pubmaster Limited ("DOP"), Mercury Taverns (Holdings) Limited ("MTHL"), (continued)

Amount secured by the mortgage or charge

All moneys and liabilities whatsoever which now are or at any time hereafter may (whether before or after demand) become due, owing or payable by Cousin to the Security Trustee (whether for its own account or as trustee for the Pubmaster Secured Parties) or any of the other Pubmaster Secured Parties (and whether solely or jointly with one or more persons and whether as principal or surety) actually or contingently, under or in respect of the Supplemental Pubmaster Deed of Charge.

(For definitions in this Form 395 please see Schedule 1 attached)

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

Bankers Trustee Company Limited (the "Security Trustee" which expression shall include such person and all other persons for the time being acting as the security trustee or trustees pursuant to the Supplemental Pubmaster Deed of Charge) whose registered office is at 1 Appold street, Broadgate, London.

Postcode EC2A 2HE

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

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ

Lon-2/542023

Time critical reference

EB/P2688/00148/KCW

For official Use
Mortgage Section

Post room



KLO
COMPANIES HOUSE

0439
12/01/00

Short particulars of all the property mortgaged or charged

Please see Schedule 2 attached.

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Particulars as to commission allowance or discount (note 3)

None.

Signed

Clifford Chance

Date 12/1/00

On behalf of [company] [~~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 CF4 3UZ

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHFP025

Please complete
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Company Number

02585754

Name of Company

Cousin of Pubmaster Limited ("Cousin")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Mercury Taverns PLC ("Mercury"), Pubmaster Finance Limited (the "Issuer"), Pubmaster Group Limited ("Topco") and Bankers Trustee Company Limited (defined below). The Supplemental Pubmaster Deed of Charge is supplemental to a Pubmaster Deed of Charge dated 5 July 1999 (the "Original Pubmaster Deed of Charge") between the Obligors, the Issuer, Topco and the Security Trustee. The Original Pubmaster Deed of Charge together with this Supplemental Pubmaster Deed of Charge are together referred to as the "Pubmaster Deed of Charge".

SHORT PARTICULARS OF ALL PROPERTY MORTGAGED AND CHARGED.

SCHEDULE 2.

SECURITY

Real Property

1. Cousin, by way of first fixed security for the payment or discharge of the Pubmaster Secured Amounts, subject to Clause 6 of the Original Pubmaster Deed of Charge, charged by way of first legal mortgage in favour of the Security Trustee on trust for itself and the other Pubmaster Secured Parties all of its right, title, interest and benefit, present and future, in and to:

(a) the freehold and leasehold property described in Schedule 3 hereto; and

(b) all estates or interests in such property and all buildings, trade and other fixtures, fixed plant and machinery from time to time on the property referred to in Clause 3.1(a) of the Supplemental Pubmaster Deed of Charge.

Lease Receivables

2. Cousin, by way of first fixed security for the payment or discharge of the Pubmaster Secured Amounts, subject to Clause 6 of the Original Pubmaster Deed of Charge, assigned and charged to the Security Trustee on trust for itself and the other Pubmaster Secured Parties all of its right, title and interest (if any) in and to the TA Receivables relating to the property referred to in Clause 3.1(a) of the Supplemental Pubmaster Deed of Charge including, without limitation, all rights to serve notices and/or make demands in respect thereof and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof.

Ancillary Property Rights

3. Cousin, by way of first fixed security for the payment or discharge of the Pubmaster Secured Amounts, subject to Clause 6 of the Original Pubmaster Deed of Charge, charged by way of first fixed charge in favour of the Security Trustee on trust for itself and the other Pubmaster Secured Parties all of its right, title, interest and benefit, present and future (if any), in and to all rights and claims it now is, or may hereafter become, entitled to in relation to the property referred to in Clauses 3.1 and 3.2 of the Supplemental Pubmaster Deed of Charge including those against any manufacturer or supplier of such property, any builder, contractor or professional adviser engaged in relation to any such property, any lessee, sub-lessee or licensee of any such property and any installer of any fixtures, fixed plant and machinery from time to time on the property referred to in Clause 3.1(a) of the Supplemental Pubmaster Deed of Charge and any guarantor or surety for the obligations of such person and, to the extent that such property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee,

indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto.

Contractual Rights

4. Cousin, by way of first fixed security for the payment or discharge of the Pubmaster Secured Amounts, subject to Clause 6 of the Original Pubmaster Deed of Charge, assigned by way of security to the Security Trustee on trust for itself and the other Pubmaster Secured Parties all of its right, title and interest in, to and under the Swallow Transfer Agreement, including all rights to receive payment of any amounts which may become payable to Cousin thereunder and all payments received by Cousin thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof.

Licences and Consents

5. Cousin, by way of first fixed security for the payment or discharge of the Pubmaster Secured Amounts, subject to Clauses 4.7 and 6 of the Original Pubmaster Deed of Charge, charged by way of first fixed charge in favour of the Security Trustee on trust for itself and the other Pubmaster Secured Parties all of its right, title, interest and benefit, present and future, in and to all statutory licences, consents and authorisations held in connection with its business or the use of the property the subject of any security created by or pursuant to the Supplemental Pubmaster Deed of Charge and the right to recover and receive all compensation which may be payable to it in respect of them.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02585754

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL PUBMASTER DEED OF CHARGE DATED THE 23rd DECEMBER 1999 AND CREATED BY COUSIN OF PUBMASTER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE (WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE PUBMASTER SECURED PARTIES) OR ANY OF THE OTHER PUBMASTER SECURED PARTIES UNDER OR IN RESPECT OF THE SUPPLEMENTAL PUBMASTER DEED OF CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JANUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JANUARY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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