

# M

COMPANIES FORM No.395

## Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

Please do not write  
in this margin

To the Registrar of Companies

For official use

Company number

Name of company

49

2585/54

PUBMASTER LIMITED (the "Company")

Date of creation of the charge

16 November 1995

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

Supplemental Deed (the "Supplemental Deed") made between the Company, The William Hill Group Limited ("William Hill") and The Brent Walker Group PLC ("Brent Walker") and supplemental to a debenture dated 23 June 1993 and made

Amount secured by the mortgage or charge

- 69  
A
1. All monies and other liabilities, whether principal, interest, commission, charges, costs, expenses or otherwise, which now are, or at any time hereafter may become, due or owing to Brent Walker by the Company under the terms of the £115,000,000 Floating Rate Refinanceable Secured Loan Notes 1993-2011 as constituted by a deed executed by the Company dated 18 February 1993 as amended from time to time;
  2. On a full and unlimited indemnity basis all costs, commission, charges, expenses and other sums for the time being and from time to time incurred by Brent Walker or by or through any receiver (which expression as used herein shall be deemed to refer to any receiver, receiver and manager or administrative receiver) appointed by Brent Walker under the Debenture or by or through any attorney, delegate, sub-delegate, substitute, agent or employee of Brent Walker or a receiver appointed by

Name(s) and address(es) of the mortgagee(s) or person(s) entitled to the charge

The Brent Walker Group PLC and The William Hill Group Limited, both at 53-54 Brooks's Mews, London W1Y 2NY

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

Simmons & Simmons  
21 Wilson Street  
London EC2M 2TX  
Ref: P93457/MZS

For official Use  
Mortgage Section

Post room



Time critical reference

1

Short particulars of all the property mortgaged or charged

Please do not write  
in this margin

1. All that freehold property known as Edinburgh Hotel, 67A Upper Gloucester Road, Brighton, Sussex as the same is comprised in a Transfer of Part of the land comprised in title no.SX133373 dated 8 August 1995 and made between (1) Victor Eric Bell and Joy Mary Bell and (2) the Company.
2. All fixtures (including trade fixtures) and fixed plant and machinery belonging to the Company for the time being and from time to time on or in any of the property referred to at 1 above.

NOTE

In relation to each asset charged by the Supplemental Deed, any legal mortgage, specific equitable charge, specific charge or floating charge created by the Debenture (including in particular all specific equitable floating security under Clause 3.1 thereof

Particulars as to commission allowance or discount

NIL

Signed Simmons & Simmons Date 30 NOVEMBER 1995

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

† 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 This form should be addressed to:

Mortgage Section  
PO Box 716  
Companies House  
Crown Way  
CARDIFF CF4 3YA

2

Please do not write  
in this binding  
margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

# Particulars of a mortgage or charge (continued)

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number 2585754

Name of company

PUBMASTER LIMITED (the "Company")

\* Delete if  
inappropriate

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

(note 2)

between the Company, certain other subsidiaries of Brent Walker and Brent Walker  
(the "Debenture")

Brent Walker under the Debenture, for any of the purposes described in the Debenture or in or about the exercise of any power, authority or discretion conferred on Brent Walker or any receiver appointed by Brent Walker under the Debenture, by or pursuant to the Debenture or by law or in relation to the Debenture or the realisation, enforcement, collection or recovery of all monies, liabilities and obligations covenanted to be paid or performed by the Company under Clause 2 of the Debenture or in or about obtaining or attempting to obtain payment of any or all of the said monies from, or the due performance and discharge of any or all of the said liabilities and obligations of the Company and/or under the preserving the rights of Brent Walker against the Company and/or under the Debenture and all remuneration of any receiver appointed by Brent Walker under the Debenture and any attorney, delegate, sub-delegate, substitute or agent of Brent Walker or such receiver; and

3. Interest before as well as after judgement, on each amount referred to above until the same shall have been fully discharged at such rate as shall for the time being and from time to time be prescribed by any agreement between Brent Walker and the Company for that amount or, if no such rate shall be so prescribed, at the rate per annum which is two per cent. above the base lending rate of Standard Chartered Bank for the time being and from time to time and, in the case of each such amount referred to in 2. above, such interest to accrue on a daily basis as from the date on which that amount was incurred (and whether or not that date shall have occurred prior to a demand for that account under Clause 2 of the Debenture).

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Page 3 of 4  
0056

which arose on the Company becoming beneficially entitled to such property) shall continue in force and shall not merge in any security created by the Supplemental Deed or be released, extinguished or affected in any way by the Supplemental Deed.



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 DEED SUPPLEMENTAL TO A DEBENTURE DATED 23rd JUNE 1993 DATED THE 16th NOVEMBER 1995 AND CREATED BY PUBMASTER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BRENT WALKER GROUP PLC AND THE WILLIAM HILL GROUP LIMITED UNDER THE TERMS OF THE £115,000,000 FLOATING RATE REFINANCEABLE SECURED LOAN NOTES 1993-2011 AS CONSTITUTED BY A DEED EXECUTED BY THE COMPANY DATED 18th FEBRUARY 1993 AS AMENDED FROM TIME TO TIME WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st DECEMBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th DECEMBER 1995.

*Jennifer V Tonks*  
JENNIFER V TONKS

for the Registrar of Companies

LC  
5/12  
5



COMPANIES HOUSE

HC026B