

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**

Pursuant to section 395 of the Companies Act 1985

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this margin

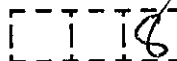
CHA 116

Please complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of company

To the Registrar of Companies

For official use

Company number



478794

Name of company

*Yates Brothers Wine Lodges plc (the "Company")

Date of creation of the charge

17 December 1997

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

Deed of Subordination

Amount secured by the mortgage or charge

All present and future liabilities of Licensed Retail Properties Limited (the "Borrower") to the Senior Creditor due owing or incurred by the Borrower to the Senior Creditor on any account and/or in any manner whatsoever whether certain or contingent (in all cases whether alone or jointly with any other person and in whatever style name or form and whether as principal or surety) (the "Senior Debt") References to the Senior Debt shall include not only the whole but any part thereof

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

Bayerische Hypotheken-und Wechsel-Bank Aktiengesellschaft (the "Senior Creditor")

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

Nicholson Graham & Jones
110 Cannon Street
London EC4N 6AR

RAH\H558-4

Time critical reference

For official use
Mortgage Section

Post room



PMO *P9TP8000* 1176
COMPANIES HOUSE 22-12-97

Short particulars of all the property mortgaged or charged

All present and future liabilities of the Borrower to the Company whatsoever (whether principal or interest) (whether alone or jointly with any person and in whatever style name or form and whether as principal or surety) (the "Junior Debt") References to the Junior Debt shall include not only the whole but any part thereof

NOTE:

1. The Company will:

- (a) (subject to Clause 5 of the Deed of Subordination) not demand or receive payment of or any distribution in respect or on account of the Junior Debt from the Borrower or any other source or apply any money or assets in discharge of the Junior Debt
- (b) not discharge the Junior Debt by set-off
- (c) not permit to subsist or receive any security for the Junior Debt
- (d) not permit to subsist or receive any guarantee or other assurance against loss in respect of the Junior Debt
- (e) promptly notify the Senior Creditor of any default or event of default in respect of the Junior Debt

(see continuation sheet)

Particulars as to commission allowance or discount (note 3)

Nil

Signed Nicholson Graham and Jones

Date 19 December 1997

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 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.

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

3. If the Borrower becomes subject to any insolvency, bankruptcy, reorganisation, administration, assignment to or arrangement with creditors, liquidation, dissolution or other similar proceeding or distribution of its assets, whether or not involving insolvency:

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- (a) the Junior Debt will be subordinated in right of payment to the Senior Debt;
- (b) the Senior Creditor may, and is irrevocably authorised on behalf of the Company to:
 - (i) claim, enforce and prove for the Junior Debt;
 - (ii) file claims and proofs, give receipts and take all such proceedings and do all such things as the Senior Creditor sees fit to recover the Junior Debt; and
 - (iii) receive all distributions in respect of the Junior Debt for application towards the Senior Debt;
- (c) if and to the extent that the Senior Creditor is not entitled to do any of the foregoing, the Company will do so in good time as directed by the Senior Creditor;
- (d) the Company will hold all distributions in cash or in kind received or receivable by the Company in respect of the Junior Debt from the Borrower or its estate or from any other source in trust for the Senior Creditor and will (at the Company's expense) pay and transfer the same to the Senior Creditor for application towards the Senior Debt until the Senior Debt is unconditionally and irrevocably paid or discharged in full;
- (e) the trustee in bankruptcy, liquidator, assignee or other person distributing the assets of the Borrower or their proceeds is directed to pay distributions on the Junior Debt direct to the Senior Creditor until the Senior Debt is irrevocably and unconditionally paid or discharged in full. The Company will give all such notices and do all such things as the Senior Creditor may direct to give effect to this provision.

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

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

478794

Name of Company

Yates Brothers Wine Lodges plc (the "Company")

Limited*

* delete if
inappropriate

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

- (f) not:
- (i) accelerate the due date for the payment of the Junior Debt
 - (ii) enforce the Junior Debt by execution or otherwise
 - (iii) initiate or support or take any steps with a view to any insolvency reorganisation or dissolution proceedings in respect of the Borrower
- (g) not:
- (i) assign or dispose of or create or permit to subsist any security over the Junior Debt or its proceeds or any interest in the Junior Debt or its proceeds to or in favour of any person
 - (ii) subordinate the Junior Debt or its proceeds to any sums owing by the Borrower to any person other than the Senior Creditor
 - (iii) transfer by novation or otherwise any of its rights or obligations in respect of the Junior Debt to any person

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2. If:

- (a) the Junior Creditor receives a payment or distribution in respect of the Junior Debt from the Borrower or any other source; or
- (b) the Junior Creditor receives the proceeds of any enforcement of any security or any guarantee for the Junior Debt

the Junior Creditor will hold the same in trust for and pay and distribute it to the Senior Creditor for application towards the Senior Debt until the Senior Debt is unconditionally and irrevocably paid or discharged in full.

(See Continuation Sheet 2)

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

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

478794

Name of Company

Yates Brothers Wine Lodges plc (the "Company")

Limited*

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

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00478794

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF SUBORDINATION DATED THE 17th DECEMBER 1997 AND CREATED BY YATES BROTHERS WINE LODGES PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM LICENSED RETAIL PROPERTIES LIMITED TO BAYERISCHE HYPOTHEKEN-UND WECHSEL-BANK AKTIENGESSELLSCHAFT ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd DECEMBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th DECEMBER 1997.

A. Hamilton
ALEX HAMILTON

for the Registrar of Companies

30/12
post
JP


C O M P A N I E S H O U S E