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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 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

395

COMPANIES HOUSE

£ 530 56/10

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

For official use

Company number

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1994330

Name of company

* Blubeckers Limited (the "Mortgagor")

Date of creation of the charge

20 August 2004

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

A legal charge between the (1) Mortgagor and (2) the Bank (the "Legal Charge")

Amount secured by the mortgage or charge

All the Mortgagor's liabilities to the Finance Parties of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another) under the Finance Documents together with the Bank's charges and commission, interest and Expenses (the "Mortgagor's Obligations")

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

The Royal Bank of Scotland International Limited (the "Bank") as security trustee for the Finance Parties

1st Floor, Royal Bank House, 71 Bath Street, St Helier, Jersey

Postcode JE4 8PJ

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

Attn: James Hart
SJ Berwin
222 Gray's Inn Road
London
WC1X 8XF
1124/CP2: 130622

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-

- (a) by way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale);
- (b) by way of fixed charge the Goodwill, all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Licences; and
- (c) by way of fixed charge the benefit of the Licences and the right to recover and receive any compensation payable at any time on account of the non-renewal of the Licences.

Note: The Mortgagor will not without the Bank's prior written consent :-

- (a) create or permit to arise any mortgage, charge or lien on the Property, the Goodwill or the Licences;
- (b) unless permitted by the terms of the Facility Agreement grant or accept a surrender of any lease or licence of the Property, the Goodwill or the Licences; and
- (c) unless permitted by the terms of the Facility Agreement dispose of or part with or share possession or occupation of the Property, the Goodwill or the Licences.

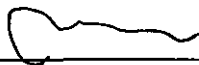
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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

20. 8. 04

On behalf of 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)

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 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 CF14 3UZ

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* insert full name
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* Blubeckers Limited (the "Mortgagor")

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

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1994330

Name of company

* insert full name
of company

* Blubeckers Limited (the "Mortgagor")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* Blubeckers Limited (the "Mortgagor")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

Note: If the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of registered land this will require registration and will be a public document.

In this Form 395, the following terms will have the following meaning:

"Assignment" means the assignment by way of security pursuant to which the benefit of the Hedging Documents is assigned by the Borrower in favour of the Security Trustee.

"Bonds" means the registered bonds entered into by the members of the Group in favour of the Security Trustee from time to time over their respective interests in real estate and detailed in Schedule 5, Part II of the Facility Agreement and any subsequent registered bonds granted in favour of the Security Trustee from time to time over property situate in Guernsey and Alderney.

"Borrower" means C.I. Traders Limited.

"Charged Property" means all the assets of the Obligors which, from time to time, are, or are expressed to be, the subject of the Transaction Security.

"Event of Default" means any event or circumstance specified as such in Clause 23 (Events of Default) of the Facility Agreement.

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property, the Goodwill, the Licences or the Mortgagor's Obligations or in taking or perfecting the Legal Charge or in preserving, defending or enforcing the security created by the Legal Charge or in exercising any power under the Legal Charge or otherwise with Interest from the date they are incurred.

"Facility Agreement" means the £130,000,000 sterling term, revolving and overdraft facility agreement dated 20 August 2004 between C.I. Traders Limited (as borrower) (1), the Bank (as lender) (2) and The Royal Bank of Scotland PLC (as hedge provider) (3).

"Finance Documents" means the Facility Agreement, the Assignment, the Bonds, the Legal Charges, the Jersey Registered Charges, the Hedging Documents, the Intercreditor Agreement and any other document designated as such by the Lender and the Borrower.

"Finance Party" means the Hedge Provider, the Lender and the Security Trustee.

"Goodwill" means the present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor.

"Group" means the Borrower and its Subsidiaries from time to time.

"Guarantor" means the Original Guarantors and, with effect from the date of its accession, each additional member of the Group which accedes to the Facility Agreement in accordance with Clause 26 (Changes to the Obligors and Additional Properties) of the Facility Agreement.

"Hedging Documents" means an ISDA master agreement dated 19 August 2004 between the Borrower (1) and the Hedge Provider (2), and each agreement entered into, or to be entered into, by an Obligor and the Hedge Provider implementing the hedging strategy set out in the Hedging Letter which:

- (a) is based on then prevailing standard ISDA documentation;
- (b) provides for "two-way payments" in the event of termination of any transaction governed by that agreement; and
- (c) provides that the Hedge Provider be entitled to terminate or close-out any transaction governed by that

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* Blubeckers Limited (the "Mortgagor")

agreement if an Event of Default has occurred and the Lender has taken any of the steps set out in Clause 23.12 (Acceleration) of the Facility Agreement and the Security Trustee requests such termination or close-out, and includes all master documentation, schedules, confirmations and other relevant documentation.

"Hedging Letter" means a letter dated 19 August 2004 between the Hedge Provider, the Lender and the Borrower setting out the hedging strategy agreed between them and to be implemented within 28 days of the date of the Hedging Letter.

"Hedge Provider" means The Royal Bank of Scotland plc

"Interest" means interest at the rate(s) charged to the Mortgagor by the Bank from time to time.

"Intercreditor Agreement" means the intercreditor deed dated the date of, and made between the parties to, the Facility Agreement.

"Jersey Guarantors" means those subsidiaries of the Borrower listed in Schedule 5, Part 1 of the Facility Agreement which are incorporated in Jersey and/or which own Jersey Properties and, with effect from the date of its accession, each additional member of the Group incorporated in Jersey and/or which own Jersey Properties which accedes to this Agreement in accordance with Clause 26 (Changes to the Obligors and Additional Properties) of the Facility Agreement.

"Jersey Properties" means those freehold properties situated in the Island of Jersey and detailed in Schedule 5, Part II of the Facility Agreement and any other properties situated in the Island of Jersey which are the subject of a Jersey Registered Charge.

"Jersey Registered Charges" means judicial hypothecs consented by the Jersey Guarantors over the Jersey Properties and over any other properties situated in the Island of Jersey granted in favour of the Security Trustee and registered in the Royal Court of Jersey.

"Legal Charges" means the legal charges to be granted by Blubeckers Inns Limited and the Mortgagor in favour of the Security Trustee over the freehold properties in the United Kingdom detailed in Schedule 5 Part II of the Facility Agreement and any subsequent legal charges granted in favour of the Security Trustee from time to time over property situate in England and Wales.

"Lender" means The Royal Bank of Scotland International Limited.

"Licences" means all justices, excise or other licences or registration certificates held from time to time in connection with the business carried on at the Property whether by the Mortgagor or any nominee of the Mortgagor.

"Obligors" means the Borrower or a Guarantor.

"Original Guarantors" means the subsidiaries of the Borrower listed in Schedule 5, Part 1 of the Facility Agreement.

"Property" means the real property as set out in the Schedule to this Form 395.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Security Trustee" means The Royal Bank of Scotland International Limited.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985, or subsidiary within the meaning of schedule 2 of the Banking Supervision (Bailiwick of Guernsey) Law 1994 or a subsidiary within the meaning of Article 2A of the Companies (Jersey) Law 1991, as amended.

"Transaction Security" means the Legal Charges, the Assignment, the Jersey Registered Charges and the Bonds.

The Schedule

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* Blubeckers Limited (the "Mortgagor")

1. The freehold property known as Blubeckers, Church Road, Shepperton registered at the Land Registry under title number SY374407.
2. The freehold property known as Edwinns Brasserie, High Street, Bramley GU5 0HB registered at the Land Registry under title number SY527891.
3. The freehold property known as Edwinns, Church Road, Shepperton (formerly Rose & Crown) registered at the Land Registry under title number SY376108.
4. The freehold property known as Edwinns, 68 High Street, Fareham PO16 7BB registered at the Land Registry under title number HP494331.
5. The freehold property known as Gomshall Mill, Station Road, Gomshall registered at the Land Registry under title numbers SY95553, SY257466, SY678040 and SY345531.
6. The freehold property known as Mill House, Hook Road, North Warnborough registered at the Land Registry under title number (as to part) HP314170 and (as to part) conveyance dated 21 March 1986 between TWC Gain & Sons Limited (1) and the Mortgagor (2).
7. The freehold property known as the Bolney Stage, London Road, Bolney, Sussex registered at the Land Registry under title number WSX116763.
8. The freehold property known as 4 Hurst Hill Cottages, Bramley, Surrey GU5 0JG registered at the Land Registry under title number SY612705.

SCHEDULE 1**Property**

Property	Title number or root document	Tenure
Blubeckers, Church Road, Shepperton	SY374407	Freehold
Edwinns Brasserie, High Street, Bramley GU5 0HB	SY527891	Freehold
Edwinns, Church Road, Shepperton (formerly Rose & Crown)	SY376108	Freehold
Edwinns, 68 High Street, Fareham PO16 7BB	HP494331	Freehold
Gomshall Mill, Station Road, Gomshall	SY95553, SY257466, SY678040 & SY345531	Freehold
Mill House, Hook Road, North Warnborough	As to part: HP314170 As to part: Conveyance dated 21 March 1986 between TWC Gain & Sons Limited (1) and the Mortgagor (2)	Freehold
The Bolney Stage, London Road, Bolney, Sussex	WSX116763	Freehold
4 Hurst Hill Cottages, Bramley, Surrey GU5 0JG	SY612705	Freehold

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01994330

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 20th AUGUST 2004 AND CREATED BY BLUEBECKERS LIMITED FOR SECURING ALL LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED AS SECURITY TRUSTEE FOR ITSELF FOR THE FINANCE PARTIES 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 27th AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st AUGUST 2004.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES