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CHA 116

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

Pursuant to section 395 of the Companies Act 1985-



To the Registrar of Companies

For official use

Company number

[2[8]3]

2850597

Name of company

* Mercury Taverns plc (the "Company")

Date of creation of the charge

14 November 1996

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

Legal Charge

Amount secured by the mortgage or charge

"Secured Liabilities" being the Advance and the Expenses and all interest which the Guarantor may charge or incur in relation to the Company or this Charge or the enforcement of this Charge or the Property on a full indemnity basis and so that interest shall be computed and compounded on the terms agreed between the parties or if not agreed according to the usual practice of the Guarantor as well after as before any demand or judgment

By Clause 2.1, the Company covenants with the Guarantor that the Company will pay to the Guarantor or discharge each Advance or any other Secured Liability on demand (or in accordance with such other terms governing the repayment of any Advance or discharge of any secured liability as the parties may agree in writing from time to time)

Continued on Continuation Sheet No 1

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

Marston, Thompson & Evershed plc (the "Guarantor")
The Brewery, Shobnall Road,
Burton-on-Trent DE14 2BW

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

Edge & Ellison Rutland House 148 Edmund Street Birmingham B3 2JR

Ref: CPD.ISW.1028

Time critical reference

For official use Mortgage Section

Post room



COMPANIES HOUSE 15/11/96

By Clause 3.1, the Company with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Guarantor the Property by way of legal mortgage

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By Clause 3.2, the Company with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Guarantor by way of fixed charge all Rental Income present or future and whether payable now or in the future and the proceeds of any sale lease or other disposition of the Property and all rights and claims of the Company against all lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Property now or in the future existing and capable of being satisfied by the payment of money provided that nothing in this sub-clause shall constitute the Guarantor as a mortgagee in possession

Continued on Continuation Sheet No 1

(35)

Particulars as to commission allowance or discount (note 3)

None

Signed Edge & Ellison

Date

15 November 1996

On behalf of [sempony] [mortgagee/chargee] †

t delete as appropriate

- 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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No _1 to Form No 395 and 410 (Scot)

CHA	116

	Company Number
	2850597
Name of Company	
Mercury Taverns	Limited
Description of the instrument creating or eviden	ncing the mortgage or charge (continued) (note 2)

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

By Clause 2.3, if the Company fails to repay any Advance or any part thereof or interest thereon or to pay to the Guarantor or discharge any other Secured Liability when due, the Company shall pay to the Guarantor on demand interest on that sum at the Default Rate or such higher rate as the parties may have agreed in writing shall be applicable to any such Advance or Secured Liability from time to time and in any event at the Default Rate in the case of Expenses from the date on which the relevant Expense was incurred and in the case of any other Secured Liability from the date on which the Secured Liability became due until payment or discharge (both before and after judgment) upon which interest shall accrue from day to day and may be compounded (in accordance with the usual practice of Lloyds Bank plc) to the extent that it shall remain unpaid

DEFINITIONS

"Advance" means any sum advanced by the Guarantor to the Company at any time and from time to time and shall include any amount paid by the Guarantor to any lender or other creditor of the Company pursuant to any contractual obligation which the Guarantor may owe to such party

"Charge" means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge

"Counter Indemnity Deed" means the Counter Indemnity Deed dated 10 October 1996 and made between the Company (1) the Sureties (as therein defined) (2) and the Guarantor (3) and any variation amendment or extension thereof or supplement thereto from time to time in force

"Default Rate" means 3 per cent per annum above the base lending rate of Lloyds Bank plc from time to time

"Encumbrance" means any mortgage charge pledge lien assignment hypothecation security interest preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment

"Expenses" means all interest commission fees and legal and other costs charges and expenses which the Guarantor or any Receiver may charge or incur in relation to the Company or this Charge and the preparation negotiation and creation of this Charge and/or in relation to the Property and/or breach of any provision of, and the protection realisation or enforcement of, this Charge in each case on a full indemnity basis

"Property" means the freehold leasehold or immovable property referred to in the Schedule and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situate on it and belonging to the Company

"Rental Income" means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Company from the Property or otherwise paid to or received by the Company in respect of the property (including without limitation all mesne profits) but save for insurance rents or service charges or the like

Please do not write in this pinding margin	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
Please complete legibly, preferably in black type, or bold block lettering	

By Clause 3.3, the charges created by clauses 3.1 and 3.2 shall constitute first fixed charges

By Clause 3.4, the Company shall at any time on written demand by the Guarantor following the occurrence of an Enforcement Event (as defined in this Charge) procure that the Rental Income shall be paid directly to the Guarantor (or such account as the Guarantor may from time to time direct) and the Company shall forthwith upon any such demand so instruct its lessees and occupiers of the Property by notice in writing. Following any such demand until such payment the Company shall hold all Rental Income on trust for the Guarantor

By Clause 3.5, the Company shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Property and give all notices orders and directions which the Guarantor may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Guarantor or any Receiver

By Clause 5.1, the Company shall not without the prior written consent of the Guarantor such consent not to be unreasonably withheld in the case of the grant of a lease of part of the Property:

- 5.1.1 create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof. Subject as aforesaid, any mortgage of or charge on the property created by the Company (otherwise than in favour of the Guarantor) shall be expressed to be subject to this Charge
- 5.1.2 sell, convey, assign or transfer the Property or any interest therein or otherwise part with or dispose of any Property or assign or otherwise dispose of any moneys payable to the Company in relation to Property or agree to do any of the foregoing
- 5.1.3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing
- 5.1.4 part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing
- 5.1.5 compound release exchange set-off grant time or indulgence in respect of or otherwise deal with any of the Rental Income or the debts or policies charged to the Guarantor under this Charge or do anything whereby the recovery of the same may be impeded delayed or prevented and the Company shall enforce its rights in respect of the same

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Particulars of a mortgage or charge (continued)

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		Continuation sheet No 2 to Form No 395 and 410 (Sco
CHA 116		
Please complete		Company Number
legibly, preferably in black type, or bold block lettering	Name of Company	2850597
* delete if inappropriate	Mercury Taverns	Limited*
	Description of the instrument creating or evidencing the m	nortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)	
	Please complete legibly, preferably in black type, or bold block letterin
	Page 2

Please do not write in this binding margin	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
Please complete legibly, preferably in black type, or bold block lettering	

SCHEDULE - THE PROPERTY

PROPERTY and TITLE NUMBER

The Fountain Inn Habberley Valley Kidderminster HW135596 Freehold

Gosford Park Hotel St George's Road Coventry WK129739 Freehold

The Railway 1 Preston Road Leyland Lancashire LA727907 Freehold

Admiral Napier Public House 2 and 4 Elm Grove Brighton Sussex SX128645 Freehold

The Bell Inn Lozells Road Birmingham WM584437 Freehold

The Britannia Inn Public House Barrack Road Northampton NN162997 Freehold

The Bugle Horn Public House Wareham Road Frankley Bromsgrove Hereford and Worcester HW40288 Leasehold

Darbys Public House Wood Lane Sandwell West Midlands SF56420 Freehold

The Speculator 196 Essex Road Islington London 317970 Freehold

The Fountain Inn Holloway Bank Wednesbury West Bromwich SF49554 Freehold

PROPERTY and TITLE NUMBER

The Green Man
Hall Green Road and
300 to 308 Windmill Road
Coventry
WK186792 Freehold

Humber Hotel Humber Avenue Coventry WK129743 Freehold

Rose & Crown Public House Bell Green Foleshill Coventry WM582287 Freehold

The Bakers Arms Queen Street Kettering Northamptonshire NN115483 Freehold

The Board Inn Vernons Lane Nuneaton Warwickshire WK147273 Freehold

The Brookvale Slade Road Erdington Birmingham WK137809 Freehold

Burrell Arms Public House Brunswick Road Shoreham-By-Sea West Sussex WSX176912 Freehold

Deers Leap Public House Fishponds Road Bellinge Northamptonshire NN56673 Leasehold

The Engine Bridget Street Rugby WK139939 Freehold

The Fox Public House 20 Kings End and adjoining land Cherwell Oxfordshire ON165602 Freehold

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3 to Form No 395 and 410 (Scot)

CHA 116		
Please complete		
legibly, preferably in black type, or		
bold block lettering	Name of Company	

Company Number 2850597 Mercury Taverns Limited* * delete if inappropriate Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)	Please do not write in this binding margin
	Please complete legibly, preferably in black type, or bold block lettering
	in black type, or bold block lettering
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Please do not write in this binding margin	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
Please complete legibly, preferably in black type, or bold block lettering	

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

SCHEDULE THE PROPERTY

PROPERTY and TITLE NUMBER

The Garibaldi 23 Bailiff Street Northampton NN162879 Freehold

The Guineas Bridge Bromford Walk Birmingham WK172319 Freehold

The Manor Tavern 78 Galley Wall Road London 197030 Freehold

The Queens Head Public House High Street Higham Ferrers Northamptonshire NN162987 Freehold

The Royal Oak Public House Lawford Road New Bilton Rugby WK350712 Freehold

The Two Hands Public House Kitsland Road Shard End Birmingham WM292988 Freehold

The Lowther Arms James Street Whitehaven Cumbria CU100945 Freehold

The Barrow Arms Cavendish Street Barrow-in-Furness Cumbria CU100118 Freehold

PROPERTY and TITLE NUMBER

The Golden Knight Public House Sapley Square Huntingdon Cambridgeshire CB165829 Leasehold

The King of Bohemia Public House Comberton Road Sheldon Birmingham WM582341 Freehold

The Old Crown Inn Main Street Newbold on Avon Rugby WK350199 Freehold

The Royal George Hughes Road Moxley Walsall

West Midlands WM613146 Freehold

The Sportsman Garrison Lane Bordesley Green Birmingham WM589409 Freehold

Land and buildings on the east side of Nine Leasowes Smethwick Warley Sandwell West Midlands (The Waggon and Horses) WR6650 Freehold

Barbers Arms
Manchester Old Road
Middleton
Rochdale
Greater Manchester
LA265051 Leasehold

The Bedford Hotel
178 and 180 Bedford Road and
62 Lees Avenue
Wirral
Merseyside
CH65140 Freehold

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Particulars of a mortgage or charge (continued)

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			Continuation sheet No $\frac{4}{10}$ to Form No 395 and 410 (Sco
CHA 116			Company Number
Please complete legibly, preferably in black type, or bold block lettering	Name of Company		2850597
* delete if inappropriate	Mercury Taverns		Limited*
	Description of the instrument creatin	g or evidencing the mortgage of	or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)	Please do not write in this binding margin
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	Page 2

Please do not write in this binding margin	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
Please complete legibly, preferably in black type, or bold block lettering	

SCHEDULE THE PROPERTY

PROPERTY and TITLE NUMBER

Land and buildings on the south side of Liverpool Road Huyton Knowsley Merseyside (Blue Bell Inn) MS350101 Freehold

Land on the east side of Lower Broughton Road Salford Greater Manchester (The Bridge Inn) GM543376 Freehold

The Bulls Head Park Road Bloxwich Walsall West Midlands WM584364 Freehold

Corporation Arms and land adjoining Stockport Road Aston under Lyne Tameside Greater Manchester LA265118 and GM432458 Freehold

"The Dolphin"
Goscote Lane
Walsall
West Midlands
SF64700 Freehold

The Globe Inn and adjoining land East Cannock Road Hednesford Cannock Chase Staffordshire SF317928, SF332664 and SF322765 Freehold

The Gredington Arms Public House Cross Street Holt Wrexham WA694181 Freehold

The Griffin Public House Rossendale Road Burnley Lancashire LA728147 Freehold PROPERTY and TITLE NUMBER

Land and buildings lying to the North East of Ashcroft Street St Helens Merseyside (The Glass Barrell) LA292821 Leasehold

The Bridge Inn 35 Moss Lane Altrincham Trafford Greater Manchester GM649326 Freehold

The Commercial Public House 376 Huddersfield Road Aston under Lyne Tameside Greater Manchester GM660554 Freehold

The Derker Hotel Vulcan Street Oldham Greater Manchester LA265056 Freehold

The Fleece Inn 213 Accrington Road Burnley Lancashire LA267766 Leasehold

The Grapes Hotel
277 and 279 West Derby Road
and 2 Celt Street
Liverpool
LA249834 Freehold

The Griffin Inn Great Moor Street Bolton Manchester GM658829 Leasehold

The Hesketh Arms Hotel Bridge Street Abergele Clwyd WA698647 Freehold

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Particulars of a mortgage or charge (continued)

Continuation sheet No 5 to Form No 395 and 410 (Scot)

CHA 116

		Company Number	
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black type, or old block lettering	Name of Company		,
	Mercury Taverns		
delete if inappropriate		·	Limited*
	Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)	
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Amount due or owing on the mortgage or charge (continued)	Please do not write in this binding margin
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Please do not write in this binding margin	ames, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)			
Please complete legibly, preferably in black type, or bold block lettering				

SCHEDULE THE PROPERTY

PROPERTY and TITLE NUMBER

The Jolly Sailor Sunderland Road Macclesfield Cheshire CH368848 Freehold

22 Church Street Frodsham Cheshire (Kydds) CH369835 Leasehold

The Old Boars Head 46 Heap Bridge Bury New Road Bury Manchester GM653273 Freehold

The Pikefold Public House Plant Hill Road Manchester LA113185 Leasehold

The Railway Inn 79 Wellington Road Liverpool LA261831 Freehold

Royal Oak Hotel Sheffield Road Glossop Derbyshire DY250639 Leasehold

The Shire Oak Inn Chester Road Brownhills Walsall West Midlands WM582839 Freehold

The Broadway Public House Sandon Road Meir Stoke on Trent SF333375 Freehold

Wellington Hotel
4 and 6 Todmorden Road and
2 Anne Street
Burnley
Lancashire
LA278263 Leasehold

PROPERTY and TITLE NUMBER

The Kettledrum Public House Heywood Way Salford Manchester GM30702 Leasehold

Hare and Hounds Public House Connahs Quay Clwyd WA698651 Freehold

The Palatine Wine Bar The Crescent Morecombe Lancashire LA731009 Freehold

The Phythion Hotel 74 and 76 Farnworth Street and 78, 80 and 80A Farnworth Street Liverpool LA249779 Freehold

The Railway Inn Station Road Pontesbury Shrewsbury Shropshire SL72956 Freehold

Land and buildings on the south side of Royston Street Liverpool (Royston Arms) MS276298 Freehold

The Station Hotel Hibson Road Nelson Pendle Lancashire LA727968 Freehold

Union Exchange Public House Keighley Road Colne Pendle Lancashire LA727963 Freehold

The Cottage Spring Inn Bridgenorth Road Wollaston Stourbridge West Midlands WM584633 Freehold

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Particulars of a mortgage or charge (continued)

						Continuation sheet I to Form No 395 and	No <u>6</u> d 410 (Scot
CHA 116 Please complete egibly, preferably in black type, or bold block lettering	Name of Comp	pany				Company Number 2850597	
* delete if inappropriate	Mercury	Taverns					Limited*
	Description of	the instrument cr	eating or evide	ncing the mortga	age or charge	e (continued) (note 2)	
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Amount due or owing on the mortgage or charge (continued)	Please do not write in this binding margin
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Please do not write in this binding margin	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)				
Please complete legibly, preferably in black type, or bold block lettering					

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bold block lettering

SCHEDULE THE PROPERTY

PROPERTY and TITLE NUMBER

The Crown Inn
Pyle
Ogwr
Mid Glamorgan
WM695184 Freehold

The Duffryn Arms Newport Gwent WA165926 Leasehold

Fish and Anchor Inn Offenham Evesham Hereford and Worcester HW137493 Freehold

The Fusilier Sydenham Drive Sydenham Farm Estate Leamington Spa Warwickshire WK200237 Freehold

The Iron Horse and land adjoining Tynewydd-Ar-Y-Bryn Galon Uchaf Merthyr Tydfil Mid Glamorgan

Llanrumney Hall Hotel Ball Road Llanrumney Cardiff

WA700314 Leasehold

WA695188 Leasehold WA695187 Freehold

The New Inn
Mardy
Abergavenny
Monmouth
Gwent
WA695181 Freehold

The Open Hearth Ringland Newport Gwent WA696091 Leasehold PROPERTY and TITLE NUMBER

Cross Keys Inn Hengoed Hail Drive Rhymney Valley Mid Glamorgan WA696019 Freehold

The Dynevor Arms The Square Tirphil Rhymney Valley Mid Glamorgan WA696104 Freehold

The Four Bells Inn St Athan Barry South Glamorgan WA696559 Freehold

The Greenfield Hotel William Street Ystrad Rhondda Mid Glamorgan WA695176 Freehold

Lee Hotel
Penrhiweiber Road
Penrhiweiber
Cynon Valley
Mid Glamorgan
WA696016 Freehold

The Masons Arms Kenfig Hill Bridgend Ogwr Mid Glamorgan WA695178 Freehold

Oakdale Hotel Pen-Rhiw Avenue Mynyddislwyn Gwent WA113351 Freehold

The Park Hotel
Dyffryn Road
Waunlwyd
Ebbw Vale
Gwent
WA700311 Freehold

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Particulars of a mortgage or charge (continued)

Continuation sheet No _7 to Form No 395 and 410 (Scot) CHA 116 Company Number Please complete legibly, preferably in black type, or 2850597 Name of Company bold block lettering Mercury Taverns * delete if Limited* inappropriate Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)	Please do not write in this binding margin
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Please do not write in this binding margin	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)				
Please complete legibly, preferably in black type, or bold block lettering					

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Please complete legibly, preferably in black type, or

bold block lettering

SCHEDULE THE PROPERTY

PROPERTY and TITLE NUMBER

The Park View Hotel Brecon Road and 16 Garth Street Merthyr Tydfil Mid Glamorgan WA695177 Freehold

The Red Cow Hotel High Street Treorchy Rhondda Mid Glamorgan WA699192 Freehold

The Royal Oak Llanwonno Road Mountain Ash Mid Glamorgan WA366375 Freehold

Talbot Inn Shut End Lenches Bridge Pensnett West Midlands SF57273 Freehold

The Wattstown Hotel Wattstown Rhondda Mid Glamorgan WA695183 Freehold

The Whistling Duck Knightcott Road Banwell Woodspring Avon ST9254 Freehold

The Barley Mow Public House East Street Gateshead Tyne and Wear TY248958 Freehold

The Billy Row Inn Billy Row Crook County Durham DU164739 Freehold

The Bonnie Pit Lad Easington Lane Hetton le Hole Sunderland Tyne and Wear TY248959 Freehold

PROPERTY and TITLE NUMBER

The Pencelli Hotel Treorchy Rhondda Mid Glamorgan WA695180 Freehold

The Rising Sun Kidderminster Road Bewdley Hereford and Worcester HW154442 Freehold

The South Star Public House Charles Street Llanelli Dyfed WA706516 Freehold

The Tafarn Y Werin Public House Heads of The Valley Road Ebbw Vale Gwent WA705155 Freehold

The Waun Wen Inn Public House Carmarthen Road Swansea West Glamorgan WA705157 Freehold

Ye Old Express High Street Merthyr Tydfil Mid Glamorgan WA695892 Freehold

The Beeswing Sunderland Road Felling Gateshead Tyne and Wear TY248965 Freehold

The Bridge Bridge Street East Middlesborough Cleveland CE114114 Freehold

The Bute Arms Hookergate Lane High Spen Tyne and Wear TY249622 Freehold

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Particulars of a mortgage or charge (continued)

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	Continuation sheet No <u>8</u>
	to Form No 395 and 410 (So
	Company Number
у	2850597
g Name of Company	
Mercury Taverns	Limited
Description of the instrument execting as evidence	ing the mentage of cleares (continued)
Description of the instrument creating or evidence	ing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)	Please do not write in this binding margin
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Please do not write in this binding margin	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)				
Please complete legibly, preferably in black type, or bold block lettering					

Please complete legibly, preferably in black type, or

bold block lettering

SCHEDULE THE PROPERTY

PROPERTY and TITLE NUMBER

The Cambridge 88 Fulwell Road Sunderland Tyne and Wear TY248956 Freehold

The Commercial Hotel Galgate Barnard Castle County Durham DU164734 Freehold

King George IV Inn High Street Eston Middlesborough Cleveland TES30242 Freehold

JD's Nightclub 1 and 11 West Precinct Billingham Cleveland CE110196 Leasehold

The Raven Public House Boxlaw Beacon Lough Estate Gateshead Tyne and Wear TY293063 Freehold

The Rose & Crown Derwent Street Blackhill County Durham DU164744 Freehold

The Top House 63 Front Street Wingate County Durham DU164735 Freehold

The Beeches Public House Merritts Brook Lane Northfield Birmingham WK151506 Freehold

PROPERTY and TITLE NUMBER

Land and buildings on the north side of High Street West Coatham Langbaurgh-on-Tees Cleveland (Cleveland Hotel) CE114115 Freehold

The Dun Cow 1 Church Street Bishop Middleham Sedgefield County Durham DU164740 Freehold

The Hendon Grange Hotel Ocean Road Grangetown Sunderland TY248961 Freehold

Smugglers
East Street
South Shields
Tyne and Wear
TY248960 Freehold

Queens Head Hotel Monument Terrace Birtley Lane Birtley County Durham TY248963 Freehold

The Royal Oak Hotel Manor Road Medomsley Consett Dertwentshire County Durham DU164741 Freehold

The Watermill Felling Gateshead Tyne and Wear TY248955 Freehold

The Village Arms Clements Road Yardley Birmingham WK135141 Freehold

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Particulars of a mortgage or charge (continued)

					Continuation sheet to Form No 395 and	No <u>9</u> I 410 (Scot
CHA 116					Company Number	
Please complete legibly, preferably in black type, or bold block lettering	Name of Company				2850597	
* delete if inappropriate	Mercury Tavern	s				Limited*
	Description of the instru	ument creating or	evidencing the r	mortgage or charg	ge (continued) (note 2)	

Amount due or owing on the mortgage or charge (continued)	Ptease do not write in this binding margin
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Please do not write in this binding margin	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)	
Please complete legibly, preferably in black type, or bold block lettering		

Page 3

SCHEDULE THE PROPERTY

PROPERTY and TITLE NUMBER

Clancy's Mackintosh Place Cardiff WA288658 Freehold

The Lickey Banker Ormond Road Frankley Birmingham WM624979 Freehold

Land on the south west side of Turnhouse Road Castle Vale Birmingham (The Tradewinds Public House) WK56946 Freehold

The Winnall Inn Robin Hood Road Coventry West Midlands WM588603 Leasehold

The Cricketers Public House 22 King William Walk Greenwich London LN86536 Leasehold

PROPERTY and TITLE NUMBER

The Friars Hotel Friars Lane Barrow-in-Furness Cumbria CU101190 Freehold

The Smithfield Hotel Hales Street Coventry West Midlands WM582284 Freehold

The Wheatsheaf Hotel Hightown Sandbach Cheshire CH192183 Freehold

The Davy Lamp Brickgarth Easington Lane Sunderland TY254604 Freehold

The Dog House Kennington Lane Lambeth London LN65823 Leasehold



OF A MORTGAGE OR CHARGE

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

COMPANY No. 02850597

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 14th NOVEMBER 1996 AND CREATED BY MERCURY TAVERNS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE WOLVERHAMPTON & DUDLEY BREWERIES PLC UNDER THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th NOVEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th NOVEMBER 1996.

over DOPTER

for the Registrar of Companies

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