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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.

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3111]

3720775

Name of company

\* PUBMASTER HOLDINGS LIMITED (the "Company")

Date of creation of the charge

28 NOVEMBER 2002

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

A deed of charged dated 28 November 2002 (the "PHL Tax Deed of Charge") between the Company, Deutsche Trustee Company Limited (the "Borrower Security Trustee"), Sister of Pubmaster Limited and Pubmaster Limited (together the "Beneficiaries" and each a "Beneficiary").

Amount secured by the mortgage or charge

See Schedules 1 and 2

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

Deutsche Trustee Company Limited as Borrower Security Trustee,  
Winchester House, 1 Great Winchester Street, London

Postcode EC2N 2DB

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

For official Use  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

0377  
17/12/02

Time critical reference

Short particulars of all the property mortgaged or charged

See Schedules 1 and 3

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

NONE

Signed

*RTW*

Date

16/12/02

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 CF14 3UZ

*Schedules to Form 395 relating to the PHL Tax Deed of Charge entered into by Pubmaster Holdings Limited (Company No. 3720775) dated 28 November 2002*

## SCHEDULE 1

### DEFINITIONS

In this Form 395:

"Amended and Restated Tax Deed of Covenant" means the amended and restated Original Tax Deed of Covenant entered into by, *inter alios*, the Issuer, each member of the Pubmaster Group, the Borrower Security Trustee and the Issuer Security Trustee on the 28th November 2002;

"Beneficiaries" means the Borrower and SPL and "Beneficiary" means each of them;

"Borrower" means Pubmaster Limited (registered in England and Wales registered number 03321199);

"Borrower Security Trustee" means Deutsche Trustee Company Limited (formerly Bankers Trustee Company Limited) (a company incorporated under the laws of England and Wales and whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB), as the security trustee pursuant to the Pubmaster Deed of Charge which expression includes its successors and assigns under the Pubmaster Deed of Charge;

"Chargor Secured Liabilities" means all moneys, debts and liabilities from time to time due, owing or incurred by the Company to the Beneficiaries under Clauses 7.13 and 7.14 of the Tax Deed of Covenant;

"Cousin" means Cousin of Pubmaster Limited (registered in England and Wales No. 02585754);

"DOP" means Daughter of Pubmaster Limited (registered in England and Wales No. 02664808);

"Fifth Supplemental Issuer Deed of Charge" means the deed of charge supplemental to the Issuer Deed of Charge dated the 28th November 2002 between, *inter alios*, the Issuer and the Issuer Security Trustee and includes, where the context so admits, any Scottish Supplemental Issuer Deed of Charge granted pursuant thereto;

"First Closing Date" means the 30th June, 1999;

"First Supplemental Issuer Deed of Charge" means the supplemental deed of charge dated 5th July, 1999 made between, *inter alios*, the Issuer and the Issuer Security Trustee;

"First Supplemental Pubmaster Deed of Charge" means the deed of charge supplemental to the Original Pubmaster Deed of Charge dated 23rd December, 1999 between the Obligors (other than SPL), the Issuer, the Company and the Borrower Security Trustee;

"Fourth Supplemental Issuer Deed of Charge" means the deed of charge supplemental to the Issuer Deed of Charge dated 21 November, 2002 between the Issuer and the Issuer Security Trustee;

"Fourth Supplemental Pubmaster Deed of Charge" means the deed supplemental to the Original Pubmaster Deed of Charge dated the 28th November 2002 between, *inter alios*, the Obligors, the Issuer, the Company and the Borrower Security Trustee;

"Guarantors" means the Original Guarantors and SPL, and "Guarantor" shall be construed accordingly;

"Issuer" means Pubmaster Finance Limited (incorporated in the Cayman Islands with limited liability and registered in the United Kingdom as an overseas company under the Companies Act 1985);

"Issuer Deed of Charge" means the Original Issuer Deed of Charge as supplemented by the First Supplemental Issuer Deed of Charge, the Second Supplemental Issuer Deed of Charge, the Third Supplemental Issuer Deed of Charge, the Fourth Supplemental Issuer Deed of Charge and the Fifth Supplemental Issuer Deed of Charge;

"Issuer Security Trustee" means Deutsche Trustee Company Limited (formerly Bankers Trustee Company Limited) (a company incorporated under the laws of England and Wales and whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB), as the security trustee pursuant to the Issuer Deed of Charge which expression includes its successors and assigns under the Issuer Deed of Charge;

"Mercury" means Mercury Taverns PLC (registered in England and Wales No. 02850597);

"MTHL" means Mercury Taverns (Holdings) Limited (registered in England and Wales No. 3205806);

"Obligors" means the Borrower and each of the Guarantors, and "Obligor" shall mean any one of them;

"Original Guarantors" means Cousin, SOP, DOP, MTHL and Mercury;

"Original Issuer Deed of Charge" means the deed dated First Closing Date made between, *inter alios*, the Issuer and the Issuer Security Trustee;

"Original Pubmaster Deed of Charge" means the deed of charge dated 5th July, 1999 between the Obligors (other than SPL), the Issuer, the Company and the Borrower Security Trustee;

"Original Tax Deed of Covenant" means the deed of covenant dated 30 June 1999 made between, *inter alios*, the Issuer, each member of the Pubmaster Group, the Borrower Security Trustee and the Issuer Security Trustee;

"PHL" means means Pubmaster Holdings Limited (registered in England and Wales No. 3720775);

"PHL Tax Deed of Charge" means the deed of charge entered into on the 28th November, 2002 between, *inter alios*, the Company, SPL, the Borrower and the Borrower Security Trustee;

"Pubmaster Deed of Charge" means the Original Pubmaster Deed of Charge as supplemented by the First Supplemental Pubmaster Deed of Charge, the Second Supplemental Pubmaster

Deed of Charge, the Third Supplemental Pubmaster Deed of Charge and the Fourth Supplemental Pubmaster Deed of Charge;

"Pubmaster Group" means Pubmistress and its direct and indirect subsidiaries from time to time;

"Scottish Supplemental Issuer Deed of Charge" means any assignation in security made by the Issuer in favour of the Issuer Security Trustee pursuant to clause 3.5 of the Fifth Supplemental Issuer Deed of Charge;

"Second Supplemental Issuer Deed of Charge" means the deed of charge supplemental to the Original Issuer Deed of Charge dated 23rd December, 1999 between, *inter alios*, the Issuer and the Issuer Security Trustee;

"Second Supplemental Pubmaster Deed of Charge" means the deed of charge supplemental to the Original Pubmaster Deed of Charge dated the 17th February, 2000 between the Obligors (other than SPL), the Issuer, the Company and the Borrower Security Trustee;

"Shares" means all of the issued share capital of Pubmaster Limited registered in the name of the Company and all of the issued share capital of SPL registered in the name of the Company;

"SOP" means Son of Pubmaster Limited (registered in England and Wales No. 02625703);

"SPL" means Sister of Pubmaster Limited (registered in England and Wales No. 4467229);

"Tax Deed of Covenant" means the Original Tax Deed of Covenant as amended and restated by the Amended and Restated Tax Deed of Covenant;

"Third Supplemental Issuer Deed of Charge" means the deed of charge supplemental to the Original Issuer Deed of Charge dated the 17th February 2000 between, *inter alios*, the Issuer and the Issuer Security Trustee;

"Third Supplemental Pubmaster Deed of Charge" means the deed of charge supplemental to the Original Pubmaster Deed of Charge dated 21st November, 2002 between the Obligors (other than SPL), the Issuer, the Company and the Borrower Security Trustee;

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All moneys, debts and liabilities from time to time due, owing or incurred by the Company to the Beneficiaries under Clauses 7.13 and 7.14 of the Tax Deed of Covenant (the "Chargor Secured Liabilities").

### SCHEDULE 3

#### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

By way of continuing security for the payment, discharge and performance of the Chargor Secured Liabilities, the Company has mortgaged by way of equitable mortgage with full title guarantee in favour of the Borrower Security Trustee on trust for itself and the Beneficiaries by way of second fixed security all of the Shares (whether registered in the Company's name or in the name(s) of its nominee(s) for the time being) together with all future shares or securities, rights, subject to Clause 2.3 of the PHL Tax Deed of Charge, dividends, monies, warrants or property paid, accruing or deriving directly or indirectly therefrom at any time by way of redemption, bonus, preference, option, dividend, interest, consolidation, sub-division or otherwise and all other shares of the Beneficiaries at any time beneficially owned by it and all rights, subject to Clause 2.3 of the PHL Tax Deed of Charge, dividends, monies, warrants or property paid, accruing or deriving directly or indirectly therefrom at any time.

The Company, by way of continuing security for the payment, discharge and performance of the Chargor Secured Liabilities has charged to the Borrower Security Trustee by way of second floating charge the whole of its undertaking and all its property and assets whatsoever and wheresoever, present and future, including without limitation its uncalled capital (and including any part of the Company's undertaking, property or assets, present and future, situated in or the rights to which are governed by the laws of Scotland), other than any property or assets from time to time or for the time being effectively mortgaged under Clause 2.2 of the PHL Tax Deed of Charge by way of second fixed charge.

Each of the dispositions of or charges over property effected in or pursuant to Clauses 2.2 to 2.4 (inclusive) of the PHL Tax Deed of Charge is made with full title guarantee (or, as the case may be, in relation to assets situated in or governed by the laws of Scotland, with absolute warrandice).

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03720775

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PL TAX DEED OF CHARGE DATED THE 28th NOVEMBER 2002 AND CREATED BY PUBMASTER HOLDINGS LIMITED FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES (AS DEFINED) 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 17th DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —