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CHFP025

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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

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

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

Name of company

* Pubmaster Holdings Limited (the "Company")

Date of creation of the charge

5 July 1999

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

A parent guarantor deed of charge (the "Parent Guarantor Deed of Charge") dated 5 July 1999 and made between the Company, Bankers Trustee Company Limited and BT Trustees (Jersey) Limited (the "Note Trustee").

Amount secured by the mortgage or charge

The aggregate of all moneys and other liabilities for the time being due or owing by the Company to the Security Trustee, the Note Trustee, the Class A1 Noteholders, the Class A2 Noteholders, the Class A3 Noteholders, the Class B Noteholders and any New Noteholders under or pursuant to the Parent Guarantor Deed of Charge and the Trust Deed.

For definitions in this Form 395 please see Schedule 1 attached.

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

Bankers Trustee Company Limited (the "Security Trustee" which expression shall include all such persons and all other persons for the time being acting as security trustee or trustees pursuant to the Parent Guarantor Deed of Charge) whose registered office is at 1 Appold Street, Broadgate, London

Postcode EC2A 2HE

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

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ

Lon-2/377271

Time critical reference
KCW/P2688/00035

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see Schedule 2 attached.

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this margin

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed *Clifford Chance*

Date *21/7/99*

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 CF4 3UZ

SCHEDULE 1

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Definitions

In this Form 395 unless the context otherwise requires:

Account Bank means means Lloyds TSB Bank plc of 81/82 Cheapside, London EC2V ED or such other bank which is a bank for the purposes of section 349 of the Income and Corporation Taxes Act 1988 and has the Requisite Rating as the Security Trustee and the Rating Agencies shall have previously approved in accordance with clause 8 of the Servicing and Cash Management Agreement;

Agent Bank means means Bankers Trust Company, London or such person or persons from time to time appointed as agent bank, subject to and in accordance with the terms of the Agency Agreement;

Agency Agreement means the agreement dated on or about the Closing Date and made between the Issuer, the Principal Paying Agent, the Registrar, the Luxembourg Paying Agent, the Agent Bank, the Note Trustee and the Security Trustee;

Bank Agreement means the agreement dated on or about the Closing Date and made between the Borrower, Cousin of Pubmaster Limited, Mercury Taverns PLC, the Security Trustee and the Account Bank;

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

Borrower Subordinated Loan Agreement means the borrower subordinated loan agreement dated on or about the Completion Date made between the Borrower, Pubmaster Group Limited and the Security Trustee ;

Cap means the interest rate cap transaction entered into between the Cap Provider, the Issuer and the Security Trustee, on or about the Completion Date and any additional cap purchased by the Issuer pursuant to the Issuer/Borrower Facility Agreement;

Cap Provider means Deutsche Bank AG, London;

Class A Conditions means, in relation to the Original Class A Notes, the terms and conditions applicable to the Original Class A Notes in the form set out in the Fifth Schedule to the Trust Deed and, in relation to any Further Class A Notes, the terms and conditions applicable thereto in the form set out or referred to in the supplemental deed relating thereto, as any of the same may from time to time be altered in accordance with the provisions of the Trust Deed and any reference in the Trust Deed or in any other Transaction Document to a particular numbered Condition shall be construed accordingly; reference to any particular numbered Condition shall be construed, in relation to any Further Class A Notes, as a

reference to the provision (if any) in the Conditions thereof which corresponds to that particular Condition in the Original Class A Notes;

Class A Noteholders means the Class A1 Noteholders, the Class A2 Noteholders and/or the Class A3 Noteholders, as the case may be;

Class A Notes means the Class A1 Notes, the Class A2 Notes and the Class A3 Notes;

Class A Note Subscription Agreement means the agreement dated 26 June 1999 between the Issuer, the Parent Guarantor, each Obligor and the Managers (as the same may be amended and/or supplemented from time to time) relating to the purchase and issue of the Original Class A Notes;

Class A1 Noteholders means the several persons who are for the time being holders of the Class A1 Notes (being, if and to the extent that the Class A1 Notes are represented by the Definitive Class A1 Notes, the bearers thereof and, if and to the extent that the Class A1 Notes are represented by the Class A1 Global Notes, the persons for the time being shown in the records of Euroclear, DTC and Cedelbank (other than Cedelbank, if Cedelbank shall be an account holder of Euroclear and other than Euroclear, if Euroclear shall be an account holder of Cedelbank) as being holders of the Class A1 Notes) in which regard any certificate or other document issued by Cedelbank, DTC or Euroclear as to the Principal Amount Outstanding of Class A1 Notes standing to the account of any person shall be conclusive and binding for all purposes (other than for the purposes of payments in respect thereof the right to which shall be vested, as against the Issuer and the Note Trustee, solely in the bearer of the Class A1 Global Notes in accordance with and subject to their respective terms and the terms of the Trust Deed) and the words *holder* and *holders* of Class A1 Notes shall (where appropriate) be construed accordingly;

Class A1 Notes means any of the Original Class A1 Notes and/or Further Class A1 Notes, as the case may be, and references to the Class A1 Notes shall, except where the context otherwise requires, include the Class A Conditions applicable thereto;

Class A1 Global Note means a note to be issued by the Issuer pursuant to clause 3 of the Trust Deed representing the Class A1 Notes, substantially in the form of Part A or B (as the case may be) of the First Schedule to the Trust Deed;

Class A2 Noteholders means the several persons who are for the time being holders of the Class A2 Notes (being, if and to the extent that the Class A2 Notes are represented by the Definitive Class A2 Notes, the bearers thereof and, if and to the extent that the Class A2 Notes are represented by the Class A2 Global Notes, the persons for the time being shown in the records of Euroclear, DTC and Cedelbank (other than Cedelbank if Cedelbank shall be an account holder of Euroclear and other than Euroclear if Euroclear shall be an account holder of Cedelbank) as being holders of the Class A2 Notes) in which regard any certificate or other document issued by Cedelbank, DTC or Euroclear as to the Principal Amount Outstanding of Class A2 Notes standing to the account of any person shall be conclusive and binding for all purposes (other than for the purposes of payments in respect thereof the right to which shall be vested, as against the Issuer and the Note Trustee, solely in the bearer of the Class A2

Global Notes in accordance with and subject to their respective terms and the terms of the Trust Deed), and the words *holder* and *holders* of Class A2 Notes shall (where appropriate) be construed accordingly;

Class A2 Notes means any of the Original Class A2 Notes and/or Further Class A2 Notes, as the case may be, and references to the Class A2 Notes shall, except where the context otherwise requires, include the Class A Conditions applicable thereto;

Class A2 Global Note means a global note to be issued by the Issuer pursuant to clause 3 of the Trust Deed representing the Class A2 Notes, substantially in the form of Part A or B (as the case may be) of the Second Schedule to the Trust Deed;

Class A3 Noteholders means the several persons who are for the time being holders of the Class A3 Notes (being, if and to the extent that the Class A3 Notes are represented by the Definitive Class A3 Notes, the bearers thereof and, if and to the extent that the Class A3 Notes are represented by the Class A3 Global Notes, the persons for the time being shown in the records of Euroclear, DTC and Cedelbank (other than Cedelbank if Cedelbank shall be an account holder of Euroclear and other than Euroclear if Euroclear shall be an account holder of Cedelbank) as being holders of the Class A3 Notes) in which regard any certificate or other document issued by Cedelbank, DTC or Euroclear as to the Principal Amount Outstanding of Class A3 Notes standing to the account of any person shall be conclusive and binding for all purposes (other than for the purposes of payments in respect thereof the right to which shall be vested, as against the Issuer and the Note Trustee, solely in the bearer of the Class A3 Global Notes in accordance with and subject to their respective terms and the terms of the Trust Deed), and the words *holder* and *holders* of Class A3 Notes shall (where appropriate) be construed accordingly;

Class A3 Notes means any of the Original Class A3 Notes and/or Further Class A3 Notes, as the case may be, and references to the Class A3 Notes shall, except where the context otherwise requires, include the Class A Conditions applicable thereto;

Class A3 Global Note means a global note to be issued by the Issuer pursuant to clause 3 of the Trust Deed representing the Class A3 Notes, substantially in the form of Part A or B (as the case may be) of the Third Schedule to the Trust Deed;

Class B Notes means the Original Class B Notes and the Further Class B Notes or, as the context may require, any combination of the same and references to the Class B Notes shall, except where the context otherwise requires, include the Class B Conditions applicable thereto;

Class B Noteholders means the several persons who are for the time being holders of the Class B Notes (being, if and to the extent that the Class B Notes are represented by the Definitive Class B Notes, the bearers thereof and, if and to the extent that the Class B Notes are represented by the Class B Global Notes, the persons for the time being shown in the records of Euroclear, DTC and Cedelbank (other than Cedelbank if Cedelbank shall be an account holder of Euroclear and other than Euroclear if Euroclear shall be an account holder of Cedelbank) as being holders of the Class B Notes) in which regard any certificate or other

document issued by Cedelbank, DTC or Euroclear as to the Principal Amount Outstanding of Class B Notes standing to the account of any person shall be conclusive and binding for all purposes (other than for the purposes of payments in respect thereof the right to which shall be vested, as against the Issuer and the Note Trustee, solely in the bearer of the Class B Global Notes in accordance with and subject to their respective terms and the terms of the Trust Deed) and the words *holder* and *holders* of Class B Notes shall (where appropriate) be construed accordingly;

Class B Conditions means, in relation to the Original Class B Notes, the terms and conditions applicable to the Original Class B Notes in the form set out in Part A of the Sixth Schedule to the Trust Deed and, in relation to any Further Class B Notes, the terms and conditions applicable thereto in the form set out or referred to in the supplemental deed relating thereto, as any of the same may from time to time be altered in accordance with the provisions of the Trust Deed and any reference in the Trust Deed or in any Transaction Document to a particular numbered Condition shall be construed accordingly; reference to any particular numbered Condition shall be construed, in relation to any Further Class B Notes, as a reference to the provision (if any) in the Conditions thereof which corresponds to that particular Condition in the Original Class B Notes;

Class B Global Note means a global note to be issued by the Issuer pursuant to clause 3 of the Trust Deed representing the Class B Notes, substantially in the form of Part A or B (as the case may be) of the Fourth Schedule to the Trust Deed;

Class B Note Subscription Agreement means the agreement dated 26 June 1999 Managers (as the same may be amended and/or supplemented from time to time) between the Issuer, the Parent Guarantor, each Obligor and the Managers relating to the purchase and issue of the Original Class B Notes;

Closing Date means the date of the closing of the issue of the Original Notes;

Completion Date means the date of completion of the ScotAm Acquisition;

Conditions means means in relation to any Original Notes, the Class A Conditions and the Class B Conditions, as applicable, and in relation to any Further Notes, the terms and conditions applicable thereto in the form set out or referred to in the supplemental deed relating thereto;

Convention means the Modified Following Business Day Convention as defined in the 1991 ISDA Definitions;

Corporate Services Agreement means the corporate services agreement dated on or about the Closing Date made between the Issuer, the Parent Guarantor, the Security Trustee and SPV Management Limited;

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

DCR means Duff & Phelps Credit Rating Co. and includes any successor to its rating business;

Definitive Class A1 Notes means the registered notes in definitive form which may be issued in respect of the Class A1 Notes pursuant to, and in the circumstances specified in, clause 3 of the Trust Deed and includes any replacements for Definitive Class A1 Notes issued pursuant to Class A Condition 14 and are issued substantially in the form described in the Trust Deed and as set out in Part C or D (as the case may be) of the First Schedule to the Trust Deed;

Definitive Class A2 Notes means the registered notes in definitive form which may be issued in respect of the Class A2 Notes pursuant to, and in the circumstances specified in, clause 3 of the Trust Deed and includes any replacements for Definitive Class A2 Notes issued pursuant to Class A Condition 14 and are issued substantially in the form described in the Trust Deed and as set out in Part C or D (as the case may be) of the Second Schedule to the Trust Deed;

Definitive Class A3 Notes means the registered notes in definitive form which may be issued in respect of the Class A3 Notes pursuant to, and in the circumstances specified in, clause 3 of the Trust Deed and includes any replacements for Definitive Class A3 Notes issued pursuant to Class A Condition 14 and are issued substantially in the form described in the Trust Deed and as set out in Part C or D (as the case may be) of the Third Schedule to the Trust Deed;

Definitive Class B Notes means the registered notes in definitive form which may be issued in respect of the Class B Notes pursuant to, and in the circumstances specified in, clause 3 of the Trust Deed and includes any replacements for Definitive Class B Notes issued pursuant to Class B Condition 16 and are issued substantially in the form described in the Trust Deed and as set out in Part C or D (as the case may be) of the Fourth Schedule to the Trust Deed;

Definitive Notes means the Definitive Class A1 Notes, the Definitive Class A2 Notes, the Definitive Class A3 Notes and the Definitive Class B Notes or, as the context may require, any combination of the same;

Depository means Bankers Trust Company, New York;

Depository Agreement means the depository agreement dated on or about the Closing Date made between the Depository, the Issuer, the Note Trustee and the Security Trustee;

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

DTC means the Depository Trust Company;

Encumbrance includes any mortgage, standard security, charge (whether legal or equitable), assignation in security, pledge, lien, hypothecation or other encumbrance securing any obligation of any person (including, without limitation, title transfer and retention arrangements (other than those entered into in the ordinary course of business), sale and leaseback, sale and repurchase arrangements or any other agreement, trust or arrangement having the effect of providing security);

Euroclear means Morgan Guaranty Trust Company of New York, Brussels office, as operator of the Euroclear System or the successor for the time being to such business;

Exchange Rate Agent means Bankers Trust Company, New York;

Exchange Rate Agency Agreement means the exchange rate agency agreement dated on or about the Closing Date made between the Exchange Rate Agent, the Depositary, the Issuer and the Security Trustee;

Financial Adviser means Deloitte & Touche, Hill House, 1 Little New Street, London EC4A 3TR;

Financial Advisory Services Agreement means the agreement dated on or about the Closing Date between the Obligors, the Parent Guarantor, the Financial Adviser and the Security Trustee;

Further Class A Notes means the Further Class A1 Notes, the Further Class A2 Notes and the Further Class A3 Notes or, as the context may require, any combination of the same;

Further Class A1 Notes means any Class A1 Notes of the Issuer constituted by a deed supplemental to the Trust Deed pursuant to clause 2.3 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof, and includes the Class A1 Global Note (or any part thereof) representing the same and (if issued) the Definitive Class A1 Notes (or any of them) representing the same;

Further Class A2 Notes means any Class A2 Notes of the Issuer constituted by a deed supplemental to the Trust Deed pursuant to clause 2.3 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof, and includes the Class A2 Global Note (or any part thereof) representing the same and (if issued) the Definitive Class A2 Notes (or any of them) representing the same;

Further Class A3 Notes means any Class A3 Notes of the Issuer constituted by a deed supplemental to the Trust Deed pursuant to clause 2.3 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof, and includes the Class A3 Global Note (or any part thereof) representing the same and (if issued) the Definitive Class A3 Notes (or any of them) representing the same;

Further Class B Notes means any Class B Notes of the Issuer constituted by a deed supplemental to the Trust Deed pursuant to clause 2.3 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof, and includes the Class B Global Note (or any part thereof) representing the same and (if issued) the Definitive Class B Notes (or any of them) representing the same;

Guarantors means the Original Guarantors and ***Guarantor*** shall be construed accordingly;

Issuer means Pubmaster Finance Limited;

Issuer/Borrower Facility Agreement means the agreement dated on or about the Closing Date made between the Obligors, the Issuer, the Agent Bank and the Security Trustee pursuant to

which the Issuer shall agree to make available, from time to time, certain loan facilities to the Borrower upon and subject to the terms set out therein;

Issuer Deed of Charge means the deed dated on or about the Closing Date made between the Issuer, the Security Trustee, the Note Trustee, the Liquidity Facility Provider, the Agent Bank, the Account Bank, the Servicer, the Principal Paying Agent, the Registrar, the Depositary and the Luxembourg Paying Agent, as amended and supplemented from time to time (including without limitation pursuant to the Supplemental Issuer Deed of Charge);

Lessors means ScotAm, Glasgow City Council (as successor to the Strathclyde Regional Council), The Council of the Borough of South Tyneside Council as administering authority for the Tyne and Wear Pension Fund and South Yorkshire Pensions Authority;

Liquidity Facility Agreement means the agreement dated on or about the Closing Date between the Issuer, the Liquidity Facility Provider and the Security Trustee pursuant to which the Liquidity Facility Provider will agree to provide the Issuer, from time to time, with advances for the purposes specified therein, subject to and in accordance with the terms thereof;

Liquidity Facility Provider means Lloyds TSB Bank plc, 71 Lombard Street, London EC3P 3BS and/or such other bank or banks which is a Qualifying Bank whose short-term, unsecured, unsubordinated and unguaranteed debt is rated at least equal to the Requisite Rating which agrees to provide a liquidity facility to the Issuer on substantially similar terms to the Liquidity Facility Agreement;

Luxembourg Paying Agent means Bankers Trust Luxembourg S.A. or such other person from time to time appointed as Luxembourg paying agent, subject to and in accordance with the terms of the Agency Agreement;

Master Definitions and Construction Schedule means the master definitions and construction schedule, signed for the purposes of identification by Freshfields and Clifford Chance on or about 30 June 1999;

Managers mean Bankers Trust International PLC, Deutsche Bank Securities Inc., Deutsche Bank AG, London and The Royal Bank of Scotland plc;

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);

New Notes means any Notes of the Issuer which do not form a single series with the existing Notes (and, as the context may require, includes any Replacement Notes) and which are constituted by a deed supplemental to the Trust Deed pursuant to clause 2.3 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof and includes the new global note (or any part thereof) representing the same and (if issued) the definitive new notes (or any of them) representing the same;

New Noteholders means the holders of New Notes from time to time;

Notes means the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class B Notes or, as the context may require, any combination of the same;

Obligations means the Parent Guarantor Obligations;

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

Original Class A Notes means the Original Class A1 Notes, the Original Class A2 Notes and the Original Class A3 Notes;

Original Class A1 Notes means the £80,000,000 Class A1 Secured Floating Rate Notes due 2009 constituted by the Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class A1 Global Note (or any part thereof) representing the same, and (if issued) the Definitive Class A1 Notes (or any of them) representing the same and references to the Class A1 Notes shall, except where the context otherwise requires, include the Class A Conditions applicable thereto;

Original Class A2 Notes means the £20,000,000 Class A2 Secured Floating Rate Notes due 2011 constituted by the Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class A2 Global Note (or any part thereof) representing the same, and (if issued) the Definitive Class A2 Notes (or any of them) representing the same and references to the Class A2 Notes shall, except where the context otherwise requires, include the Class A Conditions applicable thereto;

Original Class A3 Notes means the £150,000,000 7.369 per cent. Class A3 Secured Notes due 2022 constituted by the Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class A3 Global Note (or any part thereof) representing the same, and (if issued) the Definitive Class A3 Notes (or any of them) representing the same and references to the Class A3 Notes shall, except where the context otherwise requires, include the Class A Conditions applicable thereto;

Original Class B Notes means the £55,000,000 8.44 per cent. Class B Secured Notes due 2025 constituted by the Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Class B Global Note (or any part thereof) representing the same, and (if issued) the Definitive Class B Notes (or any of them) representing the same and references to the Class B Notes shall, except where the context otherwise requires, include the Class B Conditions applicable thereto;

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

Original Notes means the Original Class A Notes and the Original Class B Notes or, as the context may require, any combination of the same;

Parent Guarantor means the Company;

Parent Guarantor Charged Property means, subject to any contrary indication, the undertaking and assets of the Parent Guarantor from time to time charged in favour of, or assigned (whether at law or equity) to the Security Trustee by or pursuant to the Parent Guarantor Deed of Charge;

Parent Guarantor Deed of Charge means the deed dated on or about the Completion Date made between the Parent Guarantor, the Security Trustee and the Note Trustee;

Parent Guarantor Obligations means the aggregate of all moneys and other liabilities for the time being due or owing by the Parent Guarantor to the Security Trustee, the Note Trustee, the Class A1 Noteholders, the Class A2 Noteholders, the Class A3 Noteholders, the Class B Noteholders and any New Noteholders under or pursuant to the Parent Guarantor Deed of Charge and the Trust Deed;

Parent Guarantor Secured Creditors means:

- (a) the Security Trustee;
- (b) the Note Trustee;
- (c) the Class A1 Noteholders;
- (d) the Class A2 Noteholders;
- (e) the Class A3 Noteholders;
- (f) the Class B Noteholders; and
- (g) the New Noteholders;

Parent Guarantor Securities means:

- (a) the issued share capital of the Issuer, being 2 outstanding shares of £1 each; and
- (b) the issued share capital of the Borrower, being 84,000,100 ordinary shares of £1 each;

Principal Amount Outstanding has the meaning given to it in Class A Condition 5(f) or Class B Condition 5(f), as the case may be;

Principal Paying Agent means Bankers Trust Company, New York or such other person from time to time appointed as the principal paying agent, subject to and in accordance with the terms of the Agency Agreement;

Pubmaster Deed of Charge means the deed of charge dated on or about the Completion Date between the Obligor, the Issuer, Pubmaster Group Limited and the Security Trustee;

Pubmaster Group means Pubmaster Group Limited (company number 03276276) and its subsidiaries from time to time;

Pubmaster Standard Securities means the standard securities granted over the Scottish Properties or any other heritable or leasehold property in Scotland pursuant to clause 3.2 of the Pubmaster Deed of Charge in either of the forms set out in Schedule 8 to the Pubmaster Deed of Charge and **Pubmaster Standard Security** shall be construed accordingly;

Qualifying Bank means an institution which is beneficially entitled to interest payable under the Liquidity Facility Agreement and is for the time being a bank as defined for the purposes of Section 840A of the Income and Corporation Taxes Act 1988 (as in force in the United Kingdom at the date hereof) and which is, at the time of any payment of interest to it pursuant to the Liquidity Facility Agreement within the charge to United Kingdom corporation tax as respects such interest;

Rating Agencies means the rating agencies currently rating the Notes and which as at the Closing Date means DCR and S&P or two other internationally recognised credit rating agencies acceptable to the Security Trustee;

Registrar means Bankers Trust Company, New York or such other person from time to time appointed as the registrar, subject to and in accordance with the terms of the Agency Agreement;

Replacement Notes means any notes issued pursuant to Class A Condition 16(b) or Class B Condition 16(b), as the case may be;

Requisite Rating means:

- (a) in relation to the Liquidity Facility Agreement, "D-1" by DCR and "A-1" by S&P or such other short term rating as is commensurate with the equivalent long term rating assigned to the highest ranking Notes then outstanding by the Rating Agencies from time to time or which is otherwise acceptable to such Rating Agencies; or
- (b) in relation to the Cap and the Account Bank, "A" (or its equivalent) by the Rating Agencies or such other long term rating as is commensurate with the rating assigned to the highest ranking Notes then outstanding by the Rating Agencies from time to time;

S&P means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and includes any successor to its rating business;

ScotAm means Scottish Amicable Life Assurance Society;

ScotAm Acquisition means the purchase by Cousin from the Lessors of the reversions to the ScotAm Pubs pursuant to the ScotAm Agreements and any other related documents referred to therein or related thereto;

ScotAm Agreements means the Call Option Agreement, the ScotAm Transfers and any other related documents required to give effect to the ScotAm Acquisition;

ScotAm Pubs means the Properties (as defined in the Call Option Agreement);

Scottish Properties means the heritable and leasehold properties situated in Scotland, details of which are set out in Part 2 of Schedule 1 to the Pubmaster Deed of Charge and **Scottish Property** shall be construed accordingly;

Servicer means the Borrower;

Servicing and Cash Management Agreement means the agreement dated on or about the Closing Date between the Issuer, the Servicer, the Parent Guarantor, the Account Bank and the Security Trustee pursuant to which the Borrower and the Account Bank will agree to provide the Issuer and the Security Trustee with certain administration and cash management services, upon and subject to the terms set out therein;

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

Substitution Condition means the Rating Agencies have confirmed to the Note Trustee that the long-term unsecured, unsubordinated and unguaranteed debt obligations of the Borrower are rated "A" (or its equivalent) by the Rating Agency (or would be assigned such a rating if they were to be rated);

Supplemental Issuer Deed of Charge means any assignation in security made by the Issuer in favour of the Security Trustee pursuant to clause 3.11 of the Issuer Deed of Charge in the form set out in Schedule 3 thereto;

Tax Deed of Covenant means the deed of covenant dated on or about the Closing Date made between the Issuer, each member of the Pubmaster Group and the Security Trustee;

Transaction Documents means:

- (a) the Issuer/Borrower Facility Agreement;
- (b) the Pubmaster Deed of Charge;
- (c) the Liquidity Facility Agreement;
- (d) the Master Definitions and Construction Schedule;
- (e) the Trust Deed;
- (f) the Cap;
- (g) the Servicing and Cash Management Agreement;
- (h) the Financial Advisory Services Agreement;
- (i) the Class A Notes Subscription Agreement;
- (j) the Class B Notes Subscription Agreement;
- (k) the Bank Agreement;
- (l) the Depositary Agreement;

- (m) the Exchange Rate Agency Agreement;
- (n) the Agency Agreement;
- (o) the Tax Deed of Covenant;
- (p) the Corporate Services Agreement;
- (q) the Issuer Deed of Charge;
- (q) the Supplemental Issuer Deed of Charge;
- (r) the Pubmaster Standard Security;
- (s) the Parent Guarantor Deed of Charge; and
- (t) the Borrower Subordinated Loan Agreement.

and any documents evidencing the terms of any other agreement or document that may be entered into or executed pursuant to any of the foregoing by the Obligors or the Issuer or any of them and any other agreement or document designated in writing as a ***Transaction Document*** by the Security Trustee and the Parent Guarantor together;

Trust Deed means the trust deed dated on or about the Closing Date between the Issuer, the Parent Guarantor and the Note Trustee constituting the Class A Notes and the Class B Notes together with any deed supplemental thereto; and

1991 ISDA Definitions means the definitions used in 1991 by the International Swaps and Derivatives Association.

SCHEDULE 2

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Short particulars of all the property mortgaged or charged:

Contractual Rights

1. The Company, by way of first fixed security for the payment or discharge of the Parent Guarantor Obligations, subject to paragraph 5 below, charged, conveyed, transferred and assigned by way of security to the Security Trustee on trust for itself and the other Parent Guarantor Secured Creditors all of its right, title, interest and benefit, present and future, (if any) in, to and under:

- (a) the Class A Note Subscription Agreement;
- (b) the Class B Note Subscription Agreement;
- (c) the Servicing and Cash Management Agreement;
- (d) the Corporate Services Agreement;
- (e) the Tax Deed of Covenant; and
- (f) the other Transaction Documents to which it is a party,

including all rights to receive payment of any amounts which may become payable to the Company under the Parent Guarantor Deed of Charge and all payments received by the Company thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof.

Securities

2. The Company, by way of first fixed security for the payment or discharge of the Parent Guarantor Obligations and subject to paragraph 5 below, mortgaged by way of equitable mortgage to the Security Trustee on trust for itself and the other Parent Guarantor Secured Creditors all of its right, title, interest and benefit, present and future, in and to all shares, stocks, debentures and other securities (if any) of any subsidiaries owned by it and/or by any nominee on its behalf including the Parent Guarantor Securities, now or in the future from time to time, and all its right, title, interest and benefit in, and options to acquire, securities for the time being owned by it and/or any nominee on its behalf, now or in the future, and all dividends and interest paid or payable in relation thereto and all shares, securities, rights, money or property accrued or offered and at any time in relation to such shares or other securities by way

of redemption, substitution, exchange, bonus or preference in respect of or incidental or ancillary thereto.

Floating Charge

3. The Company, by way of security for the payment or discharge of the Parent Guarantor Obligations, subject to paragraph 5 below, charged to the Security Trustee by way of first 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, other than any property or assets from time to time or for the time being by paragraphs 1 and 2 of this Schedule effectively charged by way of fixed charge or otherwise effectively assigned as security (but declaring that the foregoing exclusion shall not extend to any part of the Company's undertaking, property or assets, present and future, situated in or the rights to which are governed by the law of Scotland, all of which undertaking, property and assets are charged by the floating charge thereby created).

Notes to this Form 395:

Full Title Guarantee

4. Each of the dispositions of or charges over property effected in or pursuant to paragraphs 1, 2 and 3 of this Schedule (inclusive) is made with full title guarantee (or in relation to assets situated in or governed by the laws of Scotland, with absolute warrandice).

Release of Parent Guarantor Charged Property

5. Upon proof being given to the satisfaction of the Security Trustee as to the irrevocable and unconditional payment or discharge of all the Parent Guarantor Obligations, the Security Trustee, at the request and cost of the Parent Guarantor, shall release, reassign or discharge (as appropriate) the Parent Guarantor Charged Property to, or to the order of, the Parent Guarantor.

Covenants

6. The Parent Guarantor Deed of Charge contains provisions for further assurance and appointment of a receiver.
7. So long as any of the Obligations remain outstanding, the Company shall not, save to the extent specifically permitted by or specifically provided for in the Transaction Documents or with the prior written consent of the Security Trustee:
 - (a) create or permit to subsist any Encumbrance (unless arising by operation of law) or other security interests whatsoever over any of its assets or use, invest, sell or otherwise dispose of any part of its assets (including any uncalled capital) or its undertaking, present or future or the Parent Guarantor Charged Property;

- (b) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities which the Transaction Documents provide or envisage that the Company will engage in or have any subsidiaries, any subsidiary undertaking (as defined in the Companies Act 1985) or employees or premises;
- (c) transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertakings or any interest, estate, right, title or benefit therein;
- (d) pay any dividend or make any other distribution to its shareholders or issue any further shares which are redeemable at the option of the holder, or the Company, as the case may be, or which entitle the holder to fixed rate dividends, other than in accordance with clause 3.1 of the Parent Guarantor Deed of Charge; and
- (e) incur any indebtedness in respect of borrowed money whatsoever or give any guarantee in respect of indebtedness or of any obligation of any person except as contemplated by the Transaction Documents.

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 PARENT GUARANTOR DEED OF CHARGE (AS DEFINED) DATED THE 5th JULY 1999 AND CREATED BY PUBMASTER HOLDINGS LIMITED FOR SECURING ALL MONEYS AND OTHER LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE, THE NOTE TRUSTEE, THE CLASS A1 NOTEHOLDERS, THE CLASS A2 NOTEHOLDERS, THE CLASS A3 NOTEHOLDERS, THE CLASS B NOTEHOLDERS AND ANY NEW NOTEHOLDERS (ALL AS DEFINED) UNDER OR PURSUANT TO THE PARENT GUARANTOR DEED OF CHARGE AND THE TRUST DEED (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th JULY 1999.

L. C. V. N.
W. S.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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