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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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

NAT 710
004991

03733077

Name of company

* THE UNIQUE PUB COMPANY PLC ("the Issuer")

Date of creation of the charge

18 September 2000

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

A security trust deed (the "Trust Deed") dated 18 September 2000 made between the Issuer and Bankers Trustee Company Limited (the "Trustee") as trustee for the Noteholders.

Amount secured by the mortgage or charge

(See attached Schedule for definitions used in this Form 395)

All obligations of the Issuer under the Notes, the Trust Deed and any Additional Security Document (the "Secured Obligations").

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

Bankers Trustee Company Limited (as trustee of the Noteholders) of Winchester House, 1 Great Winchester Street, London.

Postcode EC2N 2NB

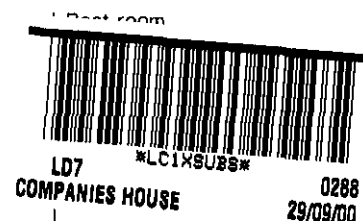
Presentor's name address and reference (if any):

Clifford Chance
Limited Liability
Partnership
200 Aldersgate Street
London EC1A 4JJ

NXP/A4179/00013/DJQB

Time critical reference
LONDON-2/756190

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

(See attached Schedule for definitions used in this Form 395)

The Issuer with full title guarantee and as continuing security for the Secured Obligations has;

(a) charged the Charged Portfolio by way of first fixed charge in favour of the Trustee;

(b) assigned to the Trustee all of its rights, title and interest in and to all rights of the Issuer under or in respect of the Commercial Documents;

(c) charged by way of first floating charge in favour of the Trustee the whole of the Issuer's undertaking and all of its property, assets, and revenues whatsoever and wheresoever both present and future, not otherwise effectively charged to the Trustee by way of fixed charge under (a) or (b) above or otherwise pursuant to the Trust Deed.

The Trust Deed contains a covenant for further assurance.

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 Clifford Chance LLP

Date 29/9/2005

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 to Form 395

"Additional Security Document" means any document expressed to be supplemental to the Trust Deed which guarantees the Secured Obligations or provides security for such guarantee and/or the Secured Obligations to the Trustee;

"Charged Portfolio" means the Shares and Related Assets;

"Commercial Documents" means a term loan agreement entered into on 30 March 1999 between the Issuer (as lender) and RetailLink Management Limited (as borrower); and a subordinated loan agreement entered into on 30 March 1999 between the Issuer (as lender), Unique Pub Properties Limited (as borrower) and The Law Debenture Trust Corporation p.l.c (as trustee);

"Final Redemption Amount" means GBP 1,037,332,886;

"Note Certificate" means any Note Certificate representing all or part of a Noteholder's holding of Notes, in or substantially in the form set out in the First Schedule to the Trust Deed and includes any replacement Note Certificate issued pursuant to the Trust Deed;

"Noteholder" and (in relation to a Note) **"holder"** means a person in whose name a Note is registered in the register of Noteholders;

"Notes" means notes in the denomination of GBP1 in registered form, each comprising the £1,037,332,886 in Final Redemption Amount Zero Coupon Secured Notes due 2025 constituted pursuant to this Trust Deed, to be represented by Note Certificates, and for the time being outstanding or, as the case may be, a specific number thereof;

"Related Assets" means all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and

"Shares" means all of the shares (of any class) in the share capital of SupplyLine Services Limited owned or held by, to the order or on behalf of the Issuer at any time.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03733077

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY TRUST DEED DATED THE 18th SEPTEMBER 2000 AND CREATED BY THE UNIQUE PUB COMPANY PLC FOR SECURING ALL OBLIGATIONS OF THE COMPANY TO BANKERS TRUSTEE COMPANY LIMITED AS TRUSTEE FOR THE NOTEHOLDERS UNDER THE NOTES AS DEFINED THE SECURITY TRUST DEED AND ANY ADDITIONAL SECURITY DOCUMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th SEPTEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th OCTOBER 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

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