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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

395

059998/10

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

For official use

Company number

201

4108922

Name of company

* Target PIL Core Limited (the "Company")

Date of creation of the charge

6 August 2004

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

Debenture dated 6 August 2004 (the "Debenture") and made between the Company, the companies identified in Schedule 1 of the Debenture (attached as Appendix A) (each a "Chargor" and together with the Company the "Chargors") and Barclays Bank PLC (the "Security Agent").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (as defined below) to the Finance Parties (as defined below) (or any of them) under the terms of each or any of the Senior Finance Documents (as defined below) together with all costs, charges and expenses properly incurred by any Finance Party in connection with the protection, preservation or enforcement of its respective rights under the Senior Finance Documents or any other document evidencing or securing any such liabilities (the "Secured Liabilities"), provided that no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that, if it were so included, the Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985.

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

Barclays Bank PLC
54 Lombard Street
London

Postcode EC3P 3AH

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

Berwin Leighton Paisner
Adelaide House
London Bridge
London
EC4R 9HA
NCLT/22474.1/2957713

Time critical reference

For official Use

Mortgage Section

Post room



LD3
COMPANIES HOUSE

LTYDAXL6

0462
12/08/04

Short particulars of all the property mortgaged or charged

Pursuant to Clause 4.1 of the Debenture (Fixed Charges):

The Company with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the payment, discharge and performance of all Secured Liabilities (as defined above) at any time owed or due to the Finance Parties (or any of them), has charged in favour of the Security Agent (as agent and trustee for the Finance Parties):

(a) by way of a first legal mortgage all the property (if any) (other than the Waterside Property (as defined below)) now belonging to it at the date of the Debenture and/or specified in Part I of Schedule 2 of the Debenture (attached as Appendix B) and/or the Schedule to the Deed of Accession (as defined below) by which it became party thereto (where relevant), together with all buildings and Fixtures (as defined below) thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

Continued on page 5

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Particulars as to commission allowance or discount (note 3)

N/A

Signed *Berwin Leighton Paine*

Date *10 August 2004*

On behalf of [mortgagee/chargee][†]

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See note 5)

NOTES

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

M395 Continuation

Company number

4108922

Name of company

* insert full name
of company

* Target PIL Core Limited

Addendum 1/4

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

Addendum 2/4

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



M395 Continuation

Company number

4108922

Name of company

* insert full name
of company

* Target PIL Core Limited

Addendum 3/4

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

Name of company

* insert full name
of company

* Target PIL Core Limited

Addendum 4/4

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

(b) by way of first legal mortgage all estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives the Company a right to occupy or use property (except any Security Assets (as defined below) specified in paragraph (a) above and except the Waterside Property) wheresoever situate now belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(c) by way of first fixed charge:

(i) (to the extent that the same are not the subject of a mortgage under paragraphs (a) and/or (b) above) all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives the Company a right to occupy or use property, wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such charge being obtained;

(ii) all plant, machinery, computers and vehicles now or in the future owned by it and, subject to any necessary third party's consent to such charge being obtained, its interest in any plant, machinery, computers or vehicles in its possession other than any for the time being part of the Company's stock in trade or work in progress;

(iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts (as defined below)) with any bank, financial institution or other person and the debts represented thereby, provided that without prejudice to any other provision of Clause 4 of the Debenture, any such monies paid out of such accounts without breaching the terms of the Senior Finance Documents and not paid into another such account in the name of the Company shall be released from the fixed charge effected by Clause 4.1(c)(iii) of the Debenture upon the proceeds being so paid out;

(iv) (to the extent not effectively assigned under Clause 4.3 of the Debenture) all amounts payable to it under or in connection with each of its Insurances (as defined below) and all of its rights in connection with those amounts;

(v) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same, provided that without prejudice to any other provision of Clause 4 of the Debenture (and in particular but without limitation to sub-paragraph (iii) above) such proceeds shall be released automatically from the fixed charge effected by Clause 4.1(c)(v) of the Debenture upon those proceeds being credited to any Security Account or any such proceeds being paid out of such accounts without breaching the terms of the Senior Finance Documents and not paid into another such account in the name of a Chargor shall be released from the fixed charge effected by Clause 4.1(c)(v) of the Debenture;

(vi) (to the extent that the same do not fall within any other sub-paragraph of Clause 4.1(c) of the Debenture and are not effectively assigned under Clause 4.3 of the Debenture) all of its rights and benefits under each of the Relevant Agreements (as defined below), all bills of exchange and other negotiable instruments held by it, and (subject to any necessary third party's consent to such charge being obtained) any distributorship or agreement for the licencing of Intellectual Property Rights (as defined below) or similar agreements entered into by it and any letters of credit issued in its favour;

(vii) any beneficial interest, claim or entitlement of it to any assets of any pension fund;

(viii) its present and future goodwill;

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* insert full name
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* Target PIL Core Limited

(ix) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in paragraphs (a) and (b) and sub-paragraph (i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

(x) its present and future uncalled capital;

(xi) all its present and future Intellectual Property Rights (and any interest in Intellectual Property Rights of which the Company is a beneficiary) and Domain Names (as defined below) (including, without limitation, any rights and interest of the Company in those patents and trade marks and designs, if any, specified in Schedule 5 of the Debenture (attached as Appendix D) and/or the Schedule to the Deed of Accession by which it became party hereto (where relevant)) owned by it, subject to any necessary third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights, interest therein or Domain Names are not capable of being charged (whether by reason of lack of any such consent as aforesaid, the rules of the relevant domain name registry, in the case of a Domain Name, or otherwise) the charge thereof purported to be effected by Clause 4.1(c)(xi) of the Debenture (repeated below) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities; and

(xii) all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments (including, without limitation, all Cash Equivalents (as defined below)) now or in the future owned by (when used in relation to the Company) the Company from time to time not charged pursuant to Clause 4.2 of the Debenture,

provided that any property or assets situated in Scotland or the rights to which are governed by the laws of Scotland and the Excluded Properties (as defined below) shall be excluded from the mortgages and charges created or effected by paragraphs (a) to (c) inclusive above.

Pursuant to Clause 4.2 of the Debenture (Charges on Shares):

The Company with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as continuing security for the payment, discharge and performance of all the Secured Liabilities at any time owed or due to the Finance Parties (or any of them):

(a) has charged and agreed to provide an equitable charge to the Security Agent (as agent and trustee for the Finance Parties) in respect of all Group Shares (as defined below) held now or in the future by it and/or any nominee on its behalf; and

(b) by way of security has agreed to deliver the share certificates in respect of the Group Shares and share transfer forms for such shares in accordance with Clause 8.2(b) of the Debenture (Deposit of Securities).

PROVIDED THAT:

(i) whilst no Event of Default (as defined below) exists unremedied and unwaived, all dividends and other distributions (including, without limitation, Related Rights (as defined below)) paid or payable may be paid directly to the Company;

(ii) whilst no Event of Default exists unremedied and unwaived, all voting rights and powers attaching to the relevant Group Shares may be exercised by the Company.

Pursuant to Clause 4.3 of the Debenture (Assignments):

(a) The Company with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (and, in relation to any rights governed by the law of Scotland, with absolute warranty), as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Finance Parties (or any of them), has assigned and agreed to assign to the Security Agent (as agent and trustee for the Finance Parties) all its

Name of company

* insert full name
of company

* Target PIL Core Limited

right, title and interest (if any) in and to:

- (i) any and all proceeds of the Insurances and all claims and returns of premiums in respect thereof;
 - (ii) the Acquisition Documents (as defined below);
 - (iii) the Hedging Documents (as defined below);
 - (iv) the Material Contracts (as defined below); and
 - (v) the Intra-Group Loan Agreement (as defined below).
- (b) The Company has agreed (subject to Clause 4.3(c) of the Debenture) to give notice of each such assignment of its right, title and interest (unless waived by the Security Agent):
- (i) in and to the proceeds of the Insurances and all claims and returns of premiums in respect thereof, by sending a notice duly completed to each of the other parties to the Insurances;
 - (ii) in and to the Relevant Agreements listed in Clause 4.3(a)(ii) to (iv) (inclusive) of the Debenture by sending a notice to each of the other parties thereto.
- (c) To the extent that any such right, title and interest described in paragraphs (a)(ii), a(iii), a(iv), a(v) and (b)(ii) of Clause 4.3 of the Debenture (repeated above) is not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph (a) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Finance Parties (or any of them).
- (d) Whilst no Event of Default exists (i) the Security Agent shall permit the relevant Chargor to exercise its rights (including the right to receive payment) under any Insurances and any Relevant Agreement to which it is party, PROVIDED THAT the exercise of these rights in the manner proposed would not result in a Default (as defined below) under the terms of the Senior Finance Documents, and (ii) any payments received by the relevant Chargor under or in respect of the Insurances and/or the Relevant Agreements (as the case may be) shall be paid as soon as reasonably practicable by the relevant Chargor to the Security Agent to the extent required by the terms of the Facility Agreement (as defined below) or, as the case may be, the Priority Deed (as defined below) to be applied against any of the Secured Liabilities which are then due and payable (or as a result of such receipt become due and payable).

Pursuant to Clause 4.4 of the Debenture (Scottish Properties):

The Company has undertaken, bound and obligated itself as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Finance Parties (or any of them) forthwith on the date of the Debenture or, with respect to any such property acquired by the Company after the date of the Debenture, on its acquisition, to execute and deliver to the Security Agent (as agent and trustee for the Finance Parties) a Standard Security (as defined below) over each Scottish Property belonging to it (including, without limitation, those properties specified in Part II of Schedule 2 of the Debenture (attached as Appendix B)) together with all buildings and Fixtures thereon, subject, in the case of any leasehold properties, to any necessary third party's consent to such Standard Security being obtained.

Pursuant to Clause 4.5 of the Debenture (Miscellaneous):

- (a) The fact that no or incomplete details of properties are included or inserted in Part I and Part II of Schedule 2 of the Debenture (attached as Appendix B) or in the Schedule to the Deed of Accession (if any) by which the Company became party to the Debenture shall not affect the validity or enforceability of the charges created by the Debenture (including, without limitation, the charges created by paragraphs (a), (b) and (c)(i) of Clause 4.1 of the Debenture and the charge created by Clause 5.1 of the Debenture (repeated below)).

Name of company

* insert full name
of company

* Target PIL Core Limited

(b) The omission from Schedule 5 of the Debenture (attached as Appendix D) or from the Schedule to the Deed of Accession (if any) by which the Company became party to the Debenture of details of any Intellectual Property Rights owned or enjoyed by the Company shall not affect the validity or enforceability of the security created by the Debenture over such Intellectual Property Rights.

Pursuant to Clause 5.1 of the Debenture (Creation of Floating Charges):

The Company with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (and, in relation to rights or assets situated in or governed by the law of Scotland, with absolute warrandice), as security for the payment, discharge and performance of the Secured Liabilities, has charged in favour of the Security Agent (as agent and trustee for the Finance Parties) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future (including, without limitation, any undertaking and assets situated in Scotland (whether or not the same may be charged by way of Standard Security)) subject always to all mortgages, fixed charges, Standard Securities and assignments created by or pursuant to Clause 4 of the Debenture or any other provision of the Debenture, all of which mortgages, fixed charges, Standard Securities and assignments shall rank in priority to the floating charge created by the Debenture.

Pursuant to Clause 5.2 of the Debenture (Restrictions on Dealing):

The Company has undertaken to each Finance Party that, save as expressly permitted under the terms of the Debenture and/or the Facility Agreement it will not:

- (a) create or permit to subsist any Security Interest over all or any of its assets, rights or property other than pursuant to the Debenture or any other Security Document; or
- (b) part with, lease, sell, transfer, assign or otherwise dispose of or agree to part with, lease, sell transfer, assign or otherwise dispose of all or any part of its assets, rights or property or any interest therein.

For the purposes of this form, the following definitions apply:

"Account Bank" means each of the banks or financial institutions (each required to be an Approved Bank (as defined in the Facility Agreement with whom the Security Accounts are maintained from time to time pursuant to Clause 11 of the Debenture;

"Acquisition Documents" means the SPP Sale and Purchase Agreement and the High Street Holdcos Acquisition Documents and any Permitted Acquisition Documents (as each is defined in the Facility Agreement);

"Collateral Account" means each account (including, without limitation, any blocked account (as defined in Clause 8.5 of the Facility Agreement) maintained from time to time by a Chargor at such branch of the Account Bank as the Security Agent and the Company may from time to time agree;

"Deed of Accession" means a deed substantially in the form of Schedule 7 of the Debenture executed, or to be executed, by a Chargor;

"Default" means:

- (a) an Event of Default; or
- (b) an event or circumstance which would be (with the expiry of a grace period, the giving of notice, the making of any determination or the satisfaction of any other applicable condition, in each case as provided in Clause 21 (Default) of the Facility Agreement, or any combination of them) an Event of Default provided that any such event which by reason of express provisions in any Senior Finance Document requires the satisfaction of a condition as to materiality before it may become an Event of Default shall not be a Default unless that condition is satisfied;

"Domain Names" means the internet domain names listed in Schedule 5 of the Debenture (attached as Appendix D) and those owned by or held exclusively for a Chargor or any of its Subsidiaries from time to time;

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"Event of Default" means an event specified as such in Clause 21 (Default) of the Facility Agreement;

"Excluded Properties" means each of the freehold, heritable and leasehold properties identified in Part IV of Schedule 2 of the Debenture (attached as Appendix B) which is held by the relevant Chargor on trust for Laurel Neighbourhood Estate Pubs Limited;

"Facility Agent" means Barclays Bank PLC in its capacity as facility agent under the Facility Agreement and its permitted successors and assigns;

"Facility Agreement" means the facility agreement dated 6 August 2004 between, amongst others, the Borrowers, the Guarantors, Barclays Bank PLC and The Royal Bank of Scotland plc as Joint Lead Arrangers, Barclays Bank PLC and The Royal Bank of Scotland plc as Joint Bookrunners (each as defined therein) and Barclays Bank PLC as the Facility Agent and the Security Agent, together with each Deed of Accession and Transfer Certificate relating thereto and any and each other agreement or instrument supplementing or amending it;

"Finance Party" means each of the Facility Agent, the Security Agent, Joint Lead Arrangers, Joint Bookrunners, the Lenders, the Ancillary Lenders (if any), and the Hedging Banks parties to or having an interest under the Senior Finance Documents from time to time (each as defined in the Facility Agreement and together the "Finance Parties");

"Fixtures" means, in relation to any freehold, heritable or leasehold property charged by or pursuant to this security, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by any Chargor;

"Group Shares" means all shares specified in Schedule 4 of the Debenture (attached as Appendix C) or in the Schedule to any Deed of Accession or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule 4 of the Debenture (attached as Appendix C) or as are specified in the Schedule to a Deed of Accession to which it is party, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to a particular Chargor) that Chargor from time to time;

"Hedging Documents" has the meaning given to it in the Priority Deed;

"Insurances" means all contracts and policies of insurance in respect (including, for the avoidance of doubt, all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of such interest) in which any Chargor has an interest;

"Intellectual Property Rights" means all know-how, patents, trade marks, service marks, designs, business names, domain names, topographical or similar rights, copyrights and other intellectual property rights (in each case whether registered or not and including all applications for the same);

"Intra-Group Loan Agreement" means the loan agreement dated 6 August 2004 between the Original Borrower (as defined in the Facility Agreement) and certain members of the Group;

"Material Contracts" has the meaning given to it in the Facility Agreement;

"Mortgaged Property" means any freehold or leasehold property the subject of the security (including a Standard Security) created by the Debenture including the Original Properties (as defined below) but does not, for the avoidance of doubt, include the Excluded Properties;

"Obligor" means each Obligor under, and as defined in, the Facility Agreement;

"Original Properties" means each of the freehold, heritable and leasehold public houses individually identified in Part I and Part II of Schedule 2 of the Debenture (attached as Appendix B);

"Priority Deed" means a deed dated 6 August 2004 between, among others, the Chargors, the Investors, the Lenders and

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the Hedging Banks (each as defined therein) and others providing for the ranking and relative priorities of certain obligations of, amongst others, the Chargors;

"Realisations Account" means each account maintained from time to time by or in the name of the Chargors or any of them for the purposes of Clause 13.2 of the Debenture at such branch or branches of an Account Bank as the Security Agent may from time to time approve;

"Related Rights" means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date hereof on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares;

"Relevant Agreements" means each agreement or instrument assigned or purported to be assigned pursuant to Clause 4.3 of the Debenture and/or any Deed of Accession together with any and each other agreement or instrument supplementing or amending any such agreement or contract;

"Scottish Property" means any Mortgaged Property comprising heritable or long leasehold property situated in Scotland;

"Security Accounts" means the Collateral Accounts, the Realisations Accounts and any other account held with an Account Bank;

"Security Assets" means all assets, rights and property of the Chargors or any of them the subject of any security created by the Debenture or pursuant thereto and includes, for the avoidance of doubt, each Chargor's rights to or interests in any chose in action and the Security Shares;

"Security Document" means the Debenture, each Deed of Accession, the Standard Securities and every other document entered into by the Company or any Subsidiary of the Company pursuant to the Debenture and/or Clause 20.29 of the Facility Agreement;

"Senior Finance Documents" has the meaning given to that term in the Facility Agreement and includes any and each other agreement or instrument supplementing or amending any of such documents;

"Security Interest" means any standard security assignation in security, mortgage, pledge, lien, charge, (fixed or floating), assignment for the purpose of providing security, hypothecation set-off, trust arrangement or accruing interest for the purpose of providing security or any other agreement or arrangement having the effect of providing security;

"Security Shares" means the Group Shares and the Related Rights and, in the case of each Chargor, means such of the Group Shares as are held by it at the relevant time, together with all Related Rights in respect thereof;

"Standard Security" means each standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 granted over a Scottish Property pursuant to Clauses 4.4 or 8.3(c) of the Debenture and/or to any Deed of Accession, substantially in the form set out in Schedule 8 of the Debenture;

"Subsidiary" means any of:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985;
- (b) a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985;
- (c) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and "control" for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise; and
- (d) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles (as defined in the Facility Agreement);

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"Transfer Certificate" means a certificate, substantially in the form of Schedule 5 of the Facility Agreement (Form of Transfer Certificate), with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Original Borrower (as defined in the Facility Agreement);

"Waterside Property" means the property known as York Way, Islington, London N1 9AG with title number NGL 465539.

SCHEDULE 1

Company

TARGET PIL CORE LIMITED

Place of Incorporation:	England and Wales
Registered Number:	4108922
Registered Office:	Porter Tun House 500 Capability Green Luton Bedfordshire LU1 3LS

Address for Notices:	As above
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Attention:	Company Secretary
Fax:	01580 830 698

Chargors

THE LAUREL PUB COMPANY LIMITED

Place of Incorporation:	England and Wales
Registered Number:	4314584
Registered Office:	Porter Tun House 500 Capability Green Luton Bedfordshire LU1 3LS

Address for Notices:	As above
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Attention:	Company Secretary
Fax:	01580 830 698

LAUREL HIGH STREET BARS LIMITED

Place of Incorporation:	England and Wales
Registered Number:	5170424
Registered Office:	Porter Tun House 500 Capability Green Luton Bedfordshire LU1 3LS

Address for Notices:	As above
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Attention:	Company Secretary
Fax:	01580 830 698

SAPPHIRE PROPERTY PORTFOLIOS LIMITED

Place of Incorporation: England and Wales
Registered Number: 4524737
Registered Office: Porter Tun House
500 Capability Green
Luton
Bedfordshire
LU1 3LS

Address for Notices: As above

Attention: Company Secretary
Fax: 01580 830 698

LR PUB HOLDINGS F LIMITED

Place of Incorporation: England and Wales
Registered Number: 4589455
Registered Office: 4th Floor,
St Alphage House
2 Fore Street
London
EC2Y 5DH

Address for Notices: As above

Attention: Company Secretary
Fax: 01580 830 698

LR PUB HOLDINGS G LIMITED

Place of Incorporation: England and Wales
Registered Number: 4589448
Registered Office: 4th Floor
St Alphage House
2 Fore Street
London
EC2Y 5DH

Address for Notices: As above

Attention: Company Secretary
Fax: 01580 830 698

LR PUB HOLDINGS I LIMITED

Place of Incorporation:	England and Wales
Registered Number:	4589443
Registered Office:	4th Floor, St Alphage House 2 Fore Street London EC2Y 5DH

Address for Notices:	As above
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Attention:	Company Secretary
Fax:	01580 830 698

LR PUB HOLDINGS J LIMITED

Place of Incorporation:	England and Wales
Registered Number:	4589446
Registered Office:	4th Floor, St Alphage House 2 Fore Street London EC2Y 5DH

Address for Notices:	As above
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Attention:	Company Secretary
Fax:	01580 830 698

SAPPHIRE TOWN CENTRE NO.6 LIMITED

Place of Incorporation:	England and Wales
Registered Number:	4524307
Registered Office:	4th Floor, St Alphage House 2 Fore Street London EC2Y 5DH

Address for Notices:	As above
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Attention:	Company Secretary
Fax:	01580 830 698

SAPPHIRE TOWN TRADITIONAL NO.7 LIMITED

Place of Incorporation: England and Wales
Registered Number: 4524310
Registered Office: 4th Floor, St Alphage House
2 Fore Street
London
EC2Y 5DH

Address for Notices: As above

Attention: Company Secretary
Fax: 01580 830 698

SAPPHIRE TOWN ACTIVE NO.8 LIMITED

Place of Incorporation: England and Wales
Registered Number: 4524312
Registered Office: 4th Floor, St Alphage House
2 Fore Street
London
EC2Y 5DH

Address for Notices: As above

Attention: Company Secretary
Fax: 01580 830 698

SAPPHIRE NEIGHBOURHOOD ACTIVE NO.9 LIMITED

Place of Incorporation: England and Wales
Registered Number: 4524316
Registered Office: 4th Floor, St Alphage House
2 Fore Street
London
EC2Y 5DH

Address for Notices: As above

Attention: Company Secretary
Fax: 01580 830 698

THE MANOR LEISURE AND MARKETING CORPORATION LIMITED

Place of Incorporation: England and Wales
Registered Number: 2870437
Registered Office: 25th Floor Citypoint
One Ropemaker Street
London
EC2Y 9HX

Address for Notices: As above

Attention: Company Secretary
Fax: 01580 830 698

SERVEPROJECT LIMITED

Place of Incorporation: England and Wales
Registered Number: 4134783
Registered Office: Porter Tun House
500 Capability Green
Luton
Bedfordshire
LU1 3LS

Address for Notices: As above

Attention: Company Secretary
Fax: 01580 830 698

TARGET HSB LIMITED

Place of Incorporation: England and Wales
Registered Number: 4140075
Registered Office: Porter Tun House
500 Capability Green
Luton
Bedfordshire
LU1 3LS

Address for Notices: As above

Attention: Company Secretary
Fax: 01580 830 698

TARGET PIL NON-CORE LIMITED

Place of Incorporation:	England and Wales
Registered Number:	4108875
Registered Office:	Porter Tun House 500 Capability Green Luton Bedfordshire LU1 3LS

Address for Notices:	As above
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Attention:	Company Secretary
Fax:	01580 830 698

LAUREL PUB SERVICES LIMITED

Place of Incorporation:	England and Wales
Registered Number:	4165999
Registered Office:	Porter Tun House 500 Capability Green Luton Bedfordshire LU1 3LS

Address for Notices:	As above
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Attention:	Company Secretary
Fax:	01580 830 698

SCHEDULE 2

PART 1

ENGLISH PROPERTY

	Company Name	Name of Property	Address	Town	County	Postcode	Title Number
1.	The Laurel Pub Company Limited	ALDERSGATE, HOGSHEAD	171-176 Aldersgate Street		London	EC1A 4JA	NGL835232
2.	The Laurel Pub Company Limited	SOUTHAMPTON, HOGSHEAD	103 - 105 Above Bar Street	Southampton	Hants	SO14 7FG	HP644137
3.	The Laurel Pub Company Limited	SOLIHULL, HOGSHEAD	28-30 Station Parade	Solihull	Warks	B91 3SB	WM706394
4. *	The Laurel Pub Company Limited	BAR[ME] PORTSMOUTH	29-33 Guildhall	Portsmouth	Hants	PO1 2RY	HP116221, HP139538 & HP241634
5.	The Laurel Pub Company Limited	BLACKSMITHS ARMS	56 St Peter's Street	St Albans	Herts	AL1 3HG	HD396701
6.	The Laurel Pub Company Limited	WATERSIDE	72a High Street	Cowes	Isle of Wight	PO31 7RE	IW50497
7.	The Laurel Pub Company Limited	CHERRY TREE	713 High Street North	Finchley	London	N12 0BP	AGL93166
8. *	The Laurel Pub Company Limited	PRINCE OF WALES, CHATHAM	1 - 3 Railway Street	Chatham	Kent	ME4 4JW	K472677
9. *	The Laurel Pub Company Limited	WHITE LION, STOCKPORT	20 Great Underbank	Stockport	Gr Manch.	SK1 1LW	GM871667 & GM881050
10. *	The Laurel Pub Company Limited	CAHOOTS	13/15 Market Street	Blackpool	Lancs	FY1 1ET	LA826787
11. *	Title No 402353 - Target HSB Limited Title No NGL753418 - The Laurel Pub Company Limited	DERING ST, HOGSHEAD	11 Dering Street	Mayfair	London	W1S 1AR	NGL753418 & 402353
12.	The Laurel Pub Company Limited	HIGH WYCOMBE, HOGSHEAD	120 - 123 Oxford Road	High Wycombe	Bucks	HP11 2DN	BM225500
13.	The Laurel Pub Company	EPSOM, CASA	10 The Derby Square	Epsom	Surrey	KT18 8AG	SY704808

	Company Name	Name of Property	Address	Town	County	Postcode	Title Number
	Limited						
14.	The Laurel Pub Company Limited	BAR[ME] LUTON	Chapel St	Luton	Beds	LU1 2SE	BD221414
15.	The Laurel Pub Company Limited	BEACH TAVERN	The Promenade, South Shore	Blackpool	Lancs	FY4 1BA	LA887525
16.	The Laurel Pub Company Limited	DORSET ARMS	22 London Road	Sevenoaks	Kent	TN13 1AJ	K342060
17.	The Laurel Pub Company Limited	FIDDLER	Market Place	Cleethorpes	Lincs	DN35 8LY	HS139704
18.	The Laurel Pub Company Limited	GABRIELS	9 Gabriels Hill	Maidstone	Kent	ME15 6HL	K342028
19.	The Laurel Pub Company Limited	CHELTENHAM	Guildhall Street	Lincoln	Lincs	LN1 1TT	LL200961
20.	The Laurel Pub Company Limited	COWCROSS ST, HOGSHEAD	Unit E, Cowcross Place, Cowcross Street	Smithfields	London	EC1M 6DH	NGL790659
21. *	The Laurel Pub Company Limited	GEORGE HOTEL	1 Moor Lane, Crosby	Liverpool	Merseyside	L23 2SE	P179804
22.	The Laurel Pub Company Limited	HOME TAVERN	Leigh Road	Eastleigh	Hants	SO50 9FJ	HP601261
23.	The Laurel Pub Company Limited	MAN OF KENT	8 - 9 Middle Row	Ashford	Kent	TN24 8SQ	K824317
24.	The Laurel Pub Company Limited	CASTLE, BANGOR	Glanfaron, Off High Street	Bangor	Wales	LL57 1LP	WA834294
25.	The Laurel Pub Company Limited	AYLESBURY, HOGSHEAD	The Exchange, Exchange Street	Aylesbury	Bucks	HP20 1UG	BM249854
26. *	The Laurel Pub Company Limited	BAR[ME] BRISTOL	14 - 16 Baldwin St	Bristol	Somerset	BS1 1SR	BL60629
27.	The Laurel Pub Company Limited	BECKENHAM, HOGSHEAD	150/154 High Street	Beckenham	Kent	BR3 1EA	SGL605178
28.	The Laurel Pub Company Limited	ALBANY	106 Commercial Road	Portsmouth	Hants	PO1 1EJ	PM5343
29.	The Laurel Pub Company Limited	BARCODE (aka Caledonian)	Botchergate	Carlisle	Cumbria	CA1 1QP	CU166351
30. *	The Laurel Pub Company Limited	CASTLE HOTEL	30/32 Central Drive	Blackpool	Lancs	FY1 5PZ	LA883780
31.	The Laurel Pub Company Limited	PITCHERS, WAKEFIELD	84-86 Westgate	Wakefield	Yorkshire	WF1 1XQ	WYK230447

	Company Name	Name of Property	Address	Town	County	Postcode	Title Number
32.	The Laurel Pub Company Limited	SOUTH WOODFORD, HOGSHEAD	184 George Lane	South Woodford	London	E18 1AY	EGL377513
33.	The Laurel Pub Company Limited	BEDFORDS	23 Bedford Place	Southampton	Hants	SO15 2DB	HP601446
34.	The Laurel Pub Company Limited	BURGESS HILL, HOGSHEAD	23 Church Road	Burgess Hill	Sussex	RH15 9BB	WSX215513
35.	Target PIL Core Limited	DONCASTER, HOGSHEAD	16 - 17 Hallgate	Doncaster	Yorkshire	DN1 3NA	SYK405677
36.	The Laurel Pub Company Limited	DURHAM, HOGSHEAD	58 Saddler Street	Durham	Durham	DH1 3NU	Unregistered
37.	The Laurel Pub Company Limited	FETTER LANE, HOGSHEAD	5-11 Fetter Lane		London	EC4A 1BR	Unregistered
38.	The Laurel Pub Company Limited	GUILDFORD, HOGSHEAD	222 High Street	Guildford	Surrey	GU1 3JD	SY651079
39.	The Laurel Pub Company Limited	KIRKPATRICKS	Ocean Road	South Shields	Tyne & Wear	NE33 2HT	TY228658
40.	The Laurel Pub Company Limited	LION HOTEL	17 High Street	Sandbach	Cheshire	CW11 1AH	CH472004
41. *	The Laurel Pub Company Limited	MERTON HOTEL	40 Merton Road	Bootle	Merseyside	L20 3BW	MS461174 & MS456850
42.	The Laurel Pub Company Limited	TALBOT	42 Clifton Street	Lytham St Annes	Lancs	FY8 5EW	LA887532
43.	The Laurel Pub Company Limited	DUTTONS ARMS	South Promenade	Blackpool	Lancs	FY4 1AR	LA883335
44.	The Laurel Pub Company Limited	IGUANA	19 The Avenue	Egham	Surrey	TW20 9AZ	SY716857
45.	The Laurel Pub Company Limited	TAPP & HOBBIT	23-27 Bourne Avenue	Bournemouth	Dorset	BH2 6DT	DT232924
46.	The Laurel Pub Company Limited	GOLDEN LION, BEXLEYHEATH	258 Broadway	Bexleyheath	Kent	DA6 8BE	SGL624469
47.	The Laurel Pub Company Limited	GRAPES	198 High Street/Benhill Ave	Sutton	Surrey	SM1 1HR	SGL624473
48.	The Laurel Pub Company Limited	LEEDS 1, HOGSHEAD	157 - 158 Lower Briggate	Leeds	Yorkshire	LS1 6BG	WYK612346
49. *	The Laurel Pub Company Limited	LIVERPOOL, HOGSHEAD	18 - 20 North John Street	Liverpool	Merseyside	L2 9RL	MS379950
50.	The Laurel Pub Company Limited	BRISTOL 1, HOGSHEAD	8 - 10 Colston Avenue	Bristol	Somerset	BS1 4ST	BL57020

	Company Name	Name of Property	Address	Town	County	Postcode	Title Number
51.	The Laurel Pub Company Limited	CHELTENHAM, HOGSHEAD	73-75 High Street	Cheltenham	Glous	GL50 1DU	GR237599
52.	The Laurel Pub Company Limited	MODA	163 West Street	Fareham	Hants	PO16 0EF	HP598611
53. *	The Laurel Pub Company Limited	NEWPORT, HOGSHEAD	20 High Street	Newport	Isle of Wight	PO30 1SS	IW39548
54.	The Laurel Pub Company Limited	SALUTATION	Front Street	Tynemouth	Tyne & Wear	NE30 4BT	TY372751
55.	The Laurel Pub Company Limited	SARACEN'S HEAD	45/47 High Street So	Dunstable	Beds	LU6 3RZ	BD218852
56. *	The Laurel Pub Company Limited	HAND IN HAND	38 High Street	Pinner	Middlesex	HA5 5PW	MX153970
57.	The Laurel Pub Company Limited	WHITE SWAN, PORTSMOUTH	26 Guildhall Walk	Portsmouth	Hants	PO1 2DD	PM4526
58.	The Laurel Pub Company Limited	FARNHAM, HOGSHEAD	9 - 11 East Street	Farnham	Surrey	GU9 7RX	SY374706
59. *	The Laurel Pub Company Limited	OXFORD	421 - 423 Oxford Road	M13 9WG	Gr Manch.	M13 9WG	LA263769 & LA367846
60.	The Laurel Pub Company Limited	BELL	Chequer Street	St Albans	Herts	AL1 3YD	HD397114
61.	The Laurel Pub Company Limited	COURT HOUSE, HUDDERSFIELD	Queen Street	Huddersfield	Yorkshire	HD1 2SP	WYK555647
62. *	The Laurel Pub Company Limited	LEICESTER SQ, HOGSHEAD	5 Lisle Street	Leicester Square	London	WC2H 7BG	NGL779798
63.	The Laurel Pub Company Limited	POOLE, HOGSHEAD	35 - 37 High Street	Poole	Dorset	BH15 1AB	DT240926
64.	The Laurel Pub Company Limited	ROSE	45 High Street	Bedford	Beds	MK40 1RY	BD160977
65.	The Laurel Pub Company Limited	TONBRIDGE, HOGSHEAD	6 Lyons Crescent	Tonbridge	Kent	TN9 1EX	K501476
66.	The Laurel Pub Company Limited	WEYBRIDGE, HOGSHEAD	2 Weybridge High Street	Weybridge	Surrey	KT13 8AB	SY273786
67.	The Laurel Pub Company Limited	WHITE HORSE, CHICHESTER	61 South Street	Chichester	Sussex	PO19 1EE	WSX255922
68.	The Laurel Pub Company	WOLVERHAMPTON,	186 Stafford Street	Wolverhampton	West Midlands	WV1 1NA	SF49976

	Company Name	Name of Property	Address	Town	County	Postcode	Title Number
	Limited	HOGSHEAD					
69. *	The Laurel Pub Company Limited	CORK	9 Howardsgate	Welwyn Garden	Herts	AL8 6AT	HD332895
70.	The Laurel Pub Company Limited	NEWCASTLE, CASA	Watergate Buildings, 57 - 60 Sandhill	Newcastle upon Tyne	Tyne & Wear	NE1 3RG	TY206703
71.	The Laurel Pub Company Limited	SIDCUP, HOGSHEAD	47 - 49 High Street	Sidcup	Kent	DA14 6ED	SGL529847
72.	The Laurel Pub Company Limited	SOUTHSEA, HOGSHEAD	80 - 82 Palmerston Road	Southsea	Hants	PO5 3PT	HP235992
73. *	Title No EX291387 - The Laurel Pub Company Limited Title No EX340541 Target HSB Limited	SOUTHEND, HOGSHEAD	6 - 8 Southchurch Road	Southend on Sea	Essex	SS1 2NE	EX291387 & EX340541
74.	Target HSB Limited	LEATHERHEAD, HOGSHEAD	5 North Street	Leatherhead	Surrey	KT22 7AX	SY656794
75. *	Target HSB Limited	OWAIN GLYNDWR	St. John Street / Church Street	Cardiff	Wales	CF10 2DL	CYM19842
76.	Target HSB Limited	RESIDENCE	18 Montpellier Walk	Cheltenham	Glous	GL50 1SD	GR85163 & GR92564
77.	Target HSB Limited	HARROGATE, HOGSHEAD	13 - 15 Parliament Street	Harrogate	Yorkshire	HG1 2QZ	NYK52154
78. *	Target HSB Limited	OFFICE (formerly LIVERPOOL, RSVP)	Holmes Building, Concert Square, 46-50 Wood Street	Liverpool	Merseyside	L1 4AQ	MS225823
79.	Target HSB Limited	TIGER FEET	28 Bradshawgate	Bolton	Lancs	BL1 1DG	GM867923
80.	Target HSB Limited	DERBY, CASA	Irongate	Derby	Derbyshire	DE1 3FJ	DY336928
81.	Target HSB Limited	SALE, HOGSHEAD	11-13 School Road	Sale	Cheshire	M33 7XY	GM419528 & GM419571
82. *	Target HSB Limited	MANCHESTER, RSVP	64 - 66 Deansgate	Manchester	Gr Manch.	M3 2EN	LA384624
83.	Target HSB Limited	CROYDON, HOGSHEAD	60 High Street	Croydon	Surrey	CR0 1NA	SY236421
84.	Target PIL Core Limited	MILTON KEYNES, HOGSHEAD	1 Savoy Crescent	Milton Keynes	Bucks	MK9 3PU	BM247000
85.	Target PIL Core Limited	AMERICA SQUARE, HOGSHEAD	1 America Square		London	EC3N 2LS	Unregistered
86.	Target PIL Core Limited	BEDUIN	Charterhouse Street	Smithfields	London	EC1M 6HA	Unregistered
87.	Target PIL Core Limited	BOUDOIR	47 Chiswell St		London	EC1Y 4SB	Unregistered
88.	Target PIL Core Limited	HULL 2, HOGSHEAD	1-2 Whitefriargate	Kingston upon Hull	Yorkshire	HU1 2ER	Unregistered

	Company Name	Name of Property	Address	Town	County	Postcode	Title Number
89.	Target PIL Core Limited	MARLOW, HOGSHEAD	82 - 84 High Street	Marlow	Bucks	SL7 1AX	BM287322
90.	Target PIL Core Limited	MOJAMA CHELSEA	354 Kings Road	Chelsea	London	SW3 5UZ	Unregistered
91.	Target PIL Core Limited	MOJAMA CROYDON	36 High Street	Croydon	Surrey	CR0 1YB	SGL42328
92.	Target PIL Core Limited	MOJAMA HAMPSTEAD	58-62 Heath Street	Hampstead	London	NW3 1EN	NGL739250
93.	Target PIL Core Limited	MOJAMA NOTTINGHAM	13 St Peter's Gate	Nottingham	Notts	NG1 2JF	NT313960
94.	Target PIL Core Limited	PHOENIX, NOTTINGHAM	12/18 Friar Lane	Nottingham	Notts	NG1 6DQ	NT259029
95. *	Target PIL Core Limited	SOLIHULL, CASA	22 Mill Lane Arcade, Touchwood	Solihull	Warks	B91 3BA	Unregistered
96.	Target PIL Core Limited	BROMSGROVE, HOGSHEAD	126-130 High Street	Bromsgrove	West Midlands	B61 8ES	WR56614
97.	Target PIL Core Limited	DEANS_GATE, HOGSHEAD	144 Deansgate	Manchester	Gr Manch.	M3 3EE	GM771169
98.	Target PIL Core Limited	HEMEL HEMPSTEAD, HOGSHEAD	156 Marlowes	Hemel Hempstead	Herts	HP1 1BA	HD394730
99.	Target PIL Core Limited	KINGS LYNN, HOGSHEAD	109 - 110 The High Street	King's Lynn	Norfolk	PE30 1DA	NK203574
100. *	Target PIL Core Limited	BATH, RSVP	5/6 Edgar Buildings, George Street	Bath	Somerset	BA1 2EE	AV197897
101.	Target PIL Core Limited	CAMDEN, HOGSHEAD	55 Parkway	Camden	London	NW1 7PN	NGL760031
102.	Target PIL Core Limited	ISLAND	1 Queens Street	Derby	Derbyshire	DE1 3DJ	DY283453
103.	Target PIL Core Limited	WALSALL, HOGSHEAD	9-19 Leicester Street	Walsall	West Midlands	WS1 1PT	WM724432
104.	Target PIL Core Limited	LUDGATE CIRCUS, HOGSHEAD	78 Ludgate Hill	Ludgate Circus	London	EC4M 7LQ	NGL719506
105.	Target PIL Core Limited	RSVP, WOKING	43-47 Chertsey Road	Woking	Surrey	GU21 5AJ	SY676561, SY674504 & SY676562
106.	Target PIL Core Limited	BAR[ME] PLYMOUTH (CORNER HOUSE)	111 New George Street	Plymouth	Devon	PL1 1RQ	DN 450084
107.	Target PIL Core Limited	CROWN INN	40 West Street	Fareham	Hants	PO16 0JW	HP601461
108.	Target PIL Core Limited	FOX	167 Upper Richmond Road,	Putney	London	SW15 6SE	316896
109.	Target PIL Core Limited	PLYMOUTH, HOGSHEAD	12-14 Royal Parade	Plymouth	Devon	PL1 1DS	DN418906
110. *	Target PIL Core Limited	STAMFORD ST, HOGSHEAD	52/54 Stamford Street	Blackfriars	London	SE1 9LX	TGL159432
111.	Target PIL Core Limited	TURKS HEAD	202 The High Street	Exeter	Devon	EX4 3EB	DN288287
112. *	Target PIL Core Limited	LONDESBOROUGH HOTEL	Market Place	Selby	Yorkshire	YO8 4NS	NYK110500
113.	Target PIL Core Limited	CAMBRIDGE HOTEL	121 London Road	Camberley	Surrey	GU15 3LF	SY702412
114. *	Target PIL Core Limited	FLEECE HOTEL	Victoria Road	Richmond	Yorkshire	DL10 4DW	NYK249880

	Company Name	Name of Property	Address	Town	County	Postcode	Title Number
115.	Target PIL Core Limited	GREYHOUND	205 High Street	Bromley	Kent	BR1 1NY	SGL628018
116.	Target PIL Core Limited	GRIFFIN HOTEL	42 Micklegate	Selby	Yorkshire	YO8 4EQ	NYK248324
117.	Target PIL Core Limited	BAR[ME] NORTHAMPTON	15-17 The Drapery	Northampton	Northants	NN1 2ET	NN189251
118.	Target PIL Core Limited	BAR[ME] BRADFORD	20-32 Great Horton Road	Bradford	Yorkshire	BD7 1AL	WYK649047
119. *	Target PIL Core Limited	EALING, HOGSHEAD	46-47 The Mall	Ealing Broadway	London	W5 3TJ	AGL52072
120.	Target PIL Core Limited	EASTBOURNE, HOGSHEAD	46 Terminus Road	Eastbourne	Sussex	BN21 3LX	ESX225605
121. *	Target PIL Core Limited	EXETER, HOGSHEAD	81-82 Fore Street	Exeter	Devon	EX4 3HR	DN259883
122.	Target PIL Core Limited	GUILDFORD, RSVP	North Street	Guildford	Surrey	GU1 4AA	SY717739
123.	Target PIL Core Limited	HORNCHURCH, HOGSHEAD	14/16 Station Lane	Hornchurch	Essex	RM12 6NJ	EGL391275
124.	Target PIL Core Limited	HOVE, HOGSHEAD	75 - 77 Church Road	Hove	Sussex	BN3 2BB	ESX219343
125.	Target PIL Core Limited	STAFFORD, HOGSHEAD	Unit 3, Earl Street	Stafford	Staffordshire	ST16 2DF	SF399091
126.	Target PIL Core Limited	YORK, CASA	1/1A Low Ousegate	York	Yorkshire	YO1 9QU	NYK272276
127. *	Target PIL Core Limited	ST MARY AXE, HOGSHEAD	25 St Mary Axe		London	EC3A 8LL	NGL790617
128. *	Target PIL Core Limited	BOURNEMOUTH, CASA	Richmond Hill. 4-15 Bourne Avenue	Bournemouth	Dorset	BH2 6DT	DT301915
129.	Target PIL Core Limited	DIDSBURY, HOGSHEAD	653a Wilmslow Road	Didsbury	Gr Manch.	M20 6QZ	GM793826
130.	Target PIL Core Limited	TORQUAY, HOGSHEAD	3-5 Union St	Torquay	Devon	TQ1 1ES	DN349367
131.	Target PIL Core Limited	TOURNAMENT	344/346 Old Brompton Road		London	SW5 9JU	382657
132.	Target PIL Core Limited	TOWNHOUSE, SOUTHEND	21/23 Queens Road	Southend on Sea	Essex	SS1 1LT	EX44010 and EX154112
133.	Target PIL Core Limited	WEYMOUTH, HOGSHEAD	1 Frederick Place	Weymouth	Dorset	DT4 8HQ	DT240855
134.	Target PIL Core Limited	WIMBLEDON, CASA	46/48 Wimbledon Hill Road	Wimbledon	London	SW19 7NB	SGL 92834
135.	Target PIL Core Limited	BAR[ME] SUNDERLAND	1-6 Low Road	Sunderland	Tyne & Wear	SR1 3QA	TY198369
136. *	Target PIL Core Limited	COACH & EIGHT	North Road, Framwellgate Bridge	Durham	Durham	DH1 4PW	DU13280
137.	Target PIL Core Limited	MIDDLESBOROUGH, HOGSHEAD	14 Corporation Road	Middlesborough	Durham	TS1 1LJ	CE145492
138.	Target PIL Core Limited	PERCY ARMS	Percy Street	Newcastle upon Tyne	Tyne & Wear	NE1 7RW	TY356631
139.	Target PIL Core Limited	PLACE	Nile Street, Broomhill	Sheffield	Yorkshire	S10 2PQ	SYK426762
140.	Target PIL Core Limited	BAR[ME] ENFIELD	26 The Town	Enfield	Middlesex	EN2 6LU	AGL93162
141.	Target PIL Core Limited	LETCHWORTH, HOGSHEAD	The Colonnade, Station Road	Letchworth	Herts	SG6 3AN	HD350828

	Company Name	Name of Property	Address	Town	County	Postcode	Title Number
142.	Target PIL Core Limited	NOTTINGHAM, HOGSHEAD	24 - 26 Pelham Road/Victoria Street	Nottingham	Notts	NG1 2EG	NT327978
143.	Target PIL Core Limited	STEVENAGE, HOGSHEAD	Unit 2, The Plaza Leisure Development, The Town Square	Stevenage	Herts	SG1 1BP	HD394872
144.	Target PIL Core Limited	TORRINGTON ARMS	4 Lodge Lane	Finchley	London	N12 8JR	MX478987
145.	Target PIL Core Limited	WILMSLOW, HOGSHEAD	52 Parsonage Green	Wilmslow	Cheshire	SK9 1LQ	CH440693
146.	Target PIL Core Limited	YORKSHIRE GREY	69 Charles Street	Sheffield	Yorkshire	S1 2NA	SYK452427
147.	Target PIL Core Limited	BAR[ME] MILTON KEYNES	Unit D, Theatre District	Milton Keynes	Bucks	MK9 3LF	BM253157
148.*	Target PIL Core Limited	BROOKES	Castle Street	Luton	Beds	LU1 3AA	BD104386
149.	Target PIL Core Limited	LEICESTER, HOGSHEAD	27 Market Street	Leicester	Leics	LE1 6DP	LT300677
150.	Target PIL Core Limited	LIQUID	32/34 Cloth Street	Newcastle upon Tyne	Tyne & Wear	NE1 1EE	TY96773
151.*	Target PIL Core Limited	LOCKS	Waters Edge, Brindley Place, 66 Broad Street	Birmingham	West Midlands	B1 2HL	WM615401 & WM615399
152.*	Target PIL Core Limited	PLACE, ALTRINCHAM (HOG'S HEAD)	104 Stamford New Road	Altrincham	Gr Manch.	WA14 1DN	GM835387
153.	Target PIL Core Limited	READING, CASA	Abbey Hall, 11-13 Kings Road	Reading	Berks	RG1 3AR	BK368967
154.*	Target PIL Core Limited	SALISBURY, HOGSHEAD	12 - 14 Fisherton Street	Salisbury	Wilts	SP2 7RG	WT161768
155.	Target PIL Core Limited	SHEFFIELD, RSVP	2-6 Cambridge Street	Sheffield	Yorkshire	S1 4HP	SYK408755
156.	Target PIL Core Limited	TOWNHOUSE, SOUTHSEA	Portland Road	Southsea	Hants	PO5 3HL	PM5345
157.	Target PIL Core Limited	BANK	9 Lichfield Street	Wolverhampton	West Midlands	WV1 1EA	WM628842
158.*	Target PIL Core Limited	BAR[ME] WATFORD	83/83A The Parade	Watford	Herts	WD17 1LN	HD382125
159.	Target PIL Core Limited	BIG WINDOW	Manchester Road	Burnley	Lancs	BB11 1HG	LA883798
160.*	Target PIL Core Limited	GRAPES HOTEL	Green Lane, Freshfield	Formby	Merseyside	L37 7DL	MS440521
161.*	Target PIL Core Limited	KINGSTON, CASA	Unit 6, Charter Quay, 22-28 High Street	Kingston upon Thames	Surrey	KT1 7HL	SGL630120
162.	Target PIL Core Limited	LANGTRY'S	51 Southsea Terrace	Southsea	Hants	PO5 3AU	PM4519
163.*	Target PIL Core Limited	NEWBURY, HOGSHEAD	1-3 Wharf Street	Newbury	Berks	RG14 5AN	BK341666
164.	Target PIL Core Limited	TUT 'N' SHIVE, CHORLEY	Market Street	Chorley	Lancs	PR7 1BD	LA947741
165.*	The Manor Leisure & Marketing Corporation Limited	WORCESTER, RSVP	The Cross	Worcester	Worcs	WR1 3PY	HW155691
166.	Target PIL Core Limited	Bar (Me), Fleet Street		Swindon			WT171213

	Company Name	Name of Property	Address	Town	County	Postcode	Title Number
167.	Target PIL Core Limited	Magdalen Arms, Gorleston		Gorleston			NK266833
168.	Target PIL Core Limited	Hereford, Shell		Shell			HE8122
169.	Laurel Pub Company Limited	Hogshead, Former Post Office (AKA Bracknell Shell)		Bracknell			BK388742
170.	Target PIL Core Limited	Labatts Sports Bar	Royal Leisure Park,		London		AGL62158
171.	Target PIL Core Limited	Moonys Fish House	Queen Victoria Street		London		Unregistered
172.	Target PIL Core Limited	Casa	Greek Street	Leeds			WYK680011
173.	Laurel Pub Company Limited	Rose & Crown	Burmantofts				WYK507601
174.	Target PIL Core Limited	Elephant & Castle, Sholing		Southampton			HP601578
175.	Target PIL Core Limited	Waterside Inn	Kings Cross		London		NGL531441
176.	Target PIL Core Limited	Bishops	Bishops Gate		London		NGL646986

ALLOCATED HEADLEASE TITLE NUMBERS FOR SAPPHIRE LONG LEASEHOLD PROPERTIES

No.	Name of Property	Address of Property	Allocated Headlease Title Number (Long Leasehold)
1.	Cherry Tree	713 High Street North, Finchley, London, N12 OBP	AGL109514
2.	Rose	45 High Street, Bedford, Beds, MK40 1RY	BD228441
3.	Saracen's Head	45/47 High Street So., Dunstable, Beds, LU6 3RZ	BD228444
4.	Bar (Me) Luton	Chapel Street, Luton, Beds, LU1 2SE	BD228448
5.	Lion Hotel	17 High Street, Sandbach, Cheshire, CW11 1AH	CH496879
6.	Barcode (aka Caledonian)	Botchergate, Carlisle, Cumbria, CA1 1QP	CU180603
7.	Poole, Hogshead	35-37 High Street, Poole, Dorset, BH15 1AB	DT302587
8.	South Woodford Hogshead	184 George Lane, South Woodford, London, E18 1AY	EGL447005
9.	Southend, Hogshead	6-8 Southchurch Road, Southend on Sea, Essex, SS1 2NE	EX695005
10.	Sale, Hogshead	11-13 School Road, Sale, Cheshire, M33 7XY	GM915150
11.	Oxford	421-423 Oxford Road, Gr. Manchester, M13 9WG	GM915178
12.	White Lion, Stockport	20 Great Underbank, Stockport, Gr. Manchester, SK1 1LW	GM915294 and GM915295
13.	Blacksmiths Arms	56 St. Peter's Street, St Albans, Herts., AL1 3HG	HD413160
14.	Cork	9 Howardsgate, Welwyn Garden, Herts., AL8 6AT	HD413228
15.	Bell	Chequer Street, St. Albans, Herts., AL1 3YD	HD413654
16.	Moda	163 West Street, Fareham, Hants., PO16 OEF	HP621989
17.	Home Tavern	Leigh Road, Eastleigh, Hants., SO50 9FJ	HP621995
18.	Bedfords	23 Bedford Place, Southampton, Hants., SO15 2DB	HP622619
19.	Fiddler	Market Place, Cleethorpes, Lincs., DN35 8LY	HS304951
20.	Newport, Hogshead	20 High Street, Newport, Isle of Wight, PO30 1SS	IW53657
21.	Waterside	72a High Street, Cowes, Isle of Wight, PO31 7RE	IW53663
22.	Prince of Wales, Chatham	1-3 Railway Street, Chatham, Kent, ME4 4JW	K847732
23.	Tonbridge, Hogshead	6 Lyons Crescent, Tonbridge, Kent, TN9 1EX	K847733
24.	Gabriels	9 Gabriels Hill, Maidstone, Kent, ME15 6HL	K847751
25.	Dorset Arms	22 London Road, Sevenoaks, Kent, TN13 1AJ	K847753
26.	Man of Kent	8-9 Middle Row, Ashford, Kent, TN24 8SQ	K847754
27.	Duttons Arms	South Promenade, Blackpool, Lancs., FY4 1AR	LA923870
28.	Castle Hotel	30/32 Central Drive, Blackpool, Lancs., FY1 5PZ	LA923874
29.	Beach Tavern	The Promenade, South Shore, Blackpool, Lancs., FY4 1BA	LA923875
30.	Talbot	42 Clifton Street, Lytham St. Annes, Lancs., FY8 5EW	LA924649
31.	Cheltenham	Guildhall Street, Lincoln, Lincs., LN1 1TT	LL220948
32.	George Hotel	1 Moor Lane, Crosby, Liverpool, Merseyside, L23	MS464760

No.	Name of Property	Address of Property	Allocated Headlease Title Number (Long Leasehold)
		2SE	
33.	Liverpool, Hogshead	18-20 North John Street, Liverpool, Merseyside, L2 9RL	MS464798
34.	Merton Hotel	40 Merton Road, Bootle, Merseyside, L20 3BW	MS464833 and MS464834
35.	Leicester Square, Hogshead	5 Lisle Street, Leicester Square, London, WC2H 7BG	NGL815457
36.	Hand in Hand	38 High Street, Pinner, Middlesex, HA5 5PW	NGL815511
37.	Southsea, Hogshead	80-82 Palmerston Road, Southsea, Hants., PO5 3PT	PM7930
38.	Bar (Me) Portsmouth	29-33 Guildhall, Portsmouth, Hants., PO1 2RY	PM7933
39.	White Swan, Portsmouth	26 Guildhall Walk, Portsmouth, Hants., PO1 2DD	PM7941
40.	Albany	106 Commercial Road, Portsmouth, Hants., PO1 1EJ	PM7944
41.	Sidcup, Hogshead	47-49 High Street, Sidcup, Kent, DA14 6ED	SGL640118
42.	Golden Lion, Bexleyheath	258 Broadway, Bexleyheath, Kent, DA6 8BE	SGL640153
43.	Grapes	198 High Street/Benhill Avenue, Sutton, Surrey, SM1 1HR	SGL640155
44.	Weybridge, Hogshead	2 Weybridge High Street, Weybridge, Surrey, KT13 8AB	SY715930
45.	Farnham, Hogshead	9-11 East Street, Farnham, Surrey, GU9 7RX	SY715931
46.	Guildford, Hogshead	222 High Street, Guildford, Surrey, GU1 3JD	SY715939
47.	Kirkpatricks	Ocean Road, South Shields, Tyne & Wear, NE33 2HT	TY393079
48.	Newcastle, Casa	Watergate Buildings, 57-60 Sandhill, Newcastle upon Tyne, Tyne & Wear, NE1 3RG	TY393165
49.	Salutation	Front Street, Tynemouth, Tyne & Wear, NE30 4BT	TY393170
50.	Wolverhampton, Hogshead	186 Stafford Street, Wolverhampton, West Midlands, WV1 1NA	WM784713
51. *	Burgess Hill, Hogshead	23 Church Road,, Burgess Hill, Sussex, RH15 9BB	WSX268194
52.	White Horse, Chichester	61 South Street, Chichester, Sussex, PO19 1EE	WSX268663
53.	Leeds 1, Hogshead	157-158 Lower Briggate, Leeds, Yorkshire, LS1 6BG	WYK726914
54.	Pitchers, Wakefield	84-86 Westgate, Wakefield, Yorkshire, WF1 1XQ	WYK726919
55.	Court House, Huddersfield	Queen Street, Huddersfield, Yorkshire, HD1 2SP	WYK726920

ALLOCATED TITLE NUMBERS FOR SAPPHIRE UNDERLEASEHOLD PROPERTIES

No.	Name of Property	Address of Property	Allocated Title Number (Underleasehold)
1.	Cherry Tree	713 High Street North, Finchley, London, N12 OBP	AGL110224
2.	Rose	45 High Street, Bedford, Beds, MK40 1RY	BD228712
3.	Saracen's Head	45/47 High Street So., Dunstable, Beds, LU6 3RZ	BD228715
4.	Bar (Me) Luton	Chapel Street, Luton, Beds, LU1 2SE	BD228719
5.	Lion Hotel	17 High Street, Sandbach, Cheshire, CW11 1AH	CH497626
6.	Barcode (aka Caledonian)	Botchergate, Carlisle, Cumbria, CA1 1QP	CU181033
7.	Poole, Hogshead	35-37 High Street, Poole, Dorset, BH15 1AB	DT303295
8.	South Woodford Hogshead	184 George Lane, South Woodford, London, E18 1AY	EGL447979
9.	Southend, Hogshead	6-8 Southchurch Road, Southend on Sea, Essex, SS1 2NE	EX696289
10.	Sale, Hogshead	11-13 School Road, Sale, Cheshire, M33 7XY	GM917089
11.	Oxford	421-423 Oxford Road, Gr. Manchester, M13 9WG	GM917113
12.	White Lion, Stockport	20 Great Underbank, Stockport, Gr. Manchester, SK1 1LW	GM916489 and GM916490
13.	Blacksmiths Arms	56 St. Peter's Street, St Albans, Herts., AL1 3HG	HD413803
14.	Cork	9 Howardsgate, Welwyn Garden, Herts., AL8 6AT	HD413579
15.	Bell	Chequer Street, St. Albans, Herts., AL1 3YD	HD413657
16.	Moda	163 West Street, Fareham, Hants., PO16 OEF	HP622301
17.	Home Tavern	Leigh Road, Eastleigh, Hants., SO50 9FJ	HP622307
18.	Bedfords	23 Bedford Place, Southampton, Hants., SO15 2DB	HP622621
19.	Fiddler	Market Place, Cleethorpes, Lincs., DN35 8LY	HS305180
20.	Newport, Hogshead	20 High Street, Newport, Isle of Wight, PO30 1SS	IW53834
21.	Waterside	72a High Street, Cowes, Isle of Wight, PO31 7RE	IW53769
22.	Prince of Wales, Chatham	1-3 Railway Street, Chatham, Kent, ME4 4JW	K848656
23.	Tonbridge, Hogshead	6 Lyons Crescent, Tonbridge, Kent, TN9 1EX	K848657
24.	Gabriels	9 Gabriels Hill, Maidstone, Kent, ME15 6HL	K848332
25.	Dorset Arms	22 London Road, Sevenoaks, Kent, TN13 1AJ	K848335
26.	Man of Kent	8-9 Middle Row, Ashford, Kent, TN24 8SQ	K848336
27.	Duttons Arms	South Promenade, Blackpool, Lancs., FY4 1AR	LA924273
28.	Castle Hotel	30/32 Central Drive, Blackpool, Lancs., FY1 5PZ	LA924277
29.	Beach Tavern	The Promenade, South Shore, Blackpool, Lancs., FY4 1BA	LA924279
30.	Talbot	42 Clifton Street, Lytham St. Annes, Lancs., FY8 5EW	LA924651
31.	Cheltenham	Guildhall Street, Lincoln, Lincs., LN1 1TT	LL221226
32.	George Hotel	1 Moor Lane, Crosby, Liverpool, Merseyside, L23 2SE	MS465613
33.	Liverpool, Hogshead	18-20 North John Street, Liverpool, Merseyside,	MS465813

No.	Name of Property	Address of Property	Allocated Title Number (Underleasehold)
		L2 9RL	
34.	Merton Hotel	40 Merton Road, Bootle, Merseyside, L20 3BW	MS465108
35.	Leicester Square, Hogshead	5 Lisle Street, Leicester Square, London, WC2H 7BG	NGL816043
36.	Hand in Hand	38 High Street, Pinner, Middlesex, HA5 5PW	NGL815741
37.	Southsea, Hogshead	80-82 Palmerston Road, Southsea, Hants., PO5 3PT	PM8069
38.	Bar (Me) Portsmouth	29-33 Guildhall, Portsmouth, Hants., PO1 2RY	PM7978
39.	White Swan, Portsmouth	26 Guildhall Walk, Portsmouth, Hants., PO1 2DD	PM7979
40.	Albany	106 Commercial Road, Portsmouth, Hants., PO1 1EJ	PM7982
41.	Sidcup, Hogshead	47-49 High Street, Sidcup, Kent, DA14 6ED	SGL640653
42.	Golden Lion, Bexleyheath	258 Broadway, Bexleyheath, Kent, DA6 8BE	SGL640456
43.	Grapes	198 High Street/Benhill Avenue, Sutton, Surrey, SM1 1HR	SGL640458
44.	Weybridge, Hogshead	2 Weybridge High Street, Weybridge, Surrey, KT13 8AB	SY716365
45.	Farnham, Hogshead	9-11 East Street, Farnham, Surrey, GU9 7RX	SY716366
46.	Guildford, Hogshead	222 High Street, Guildford, Surrey, GU1 3JD	SY716376
47.	Kirkpatricks	Ocean Road, South Shields, Tyne & Wear, NE33 2HT	TY393877
48.	Newcastle, Casa	Watergate Buildings, 57-60 Sandhill, Newcastle upon Tyne, Tyne & Wear, NE1 3RG	TY393642
49.	Salutation	Front Street, Tynemouth, Tyne & Wear, NE30 4BT	TY393645
50.	Wolverhampton, Hogshead	186 Stafford Street, Wolverhampton, West Midlands, WV1 1NA	WM786351
51.	Burgess Hill, Hogshead	23 Church Road,, Burgess Hill, Sussex, RH15 9BB	WSX268873
52.	White Horse, Chichester	61 South Street, Chichester, Sussex, PO19 1EE	WSX268785
53.	Leeds 1, Hogshead	157-158 Lower Briggate, Leeds, Yorkshire, LS1 6BG	WYK728453
54.	Pitchers, Wakefield	84-86 Westgate, Wakefield, Yorkshire, WF1 1XQ	WYK727551
55.	Court House, Huddersfield	Queen Street, Huddersfield, Yorkshire, HD1 2SP	WYK727552

PART II

SCOTTISH PROPERTIES

1. THE FOLLOWING SCOTTISH HERITABLE PROPERTIES

- 1.1 ALL and WHOLE the property known as and forming the "**Old Printworks**", Thirty-six North Frederick Street, Glasgow, G1 2BS, being the property registered under Title Number GLA 91478; and
- 1.2 ALL and WHOLE the property known as and forming the "**Hogshead** Sixty-three to Sixty-five Kilmarnock Road, Glasgow, G41 3YR, being the property registered in the Land Register of Scotland under Title Number GLA 138892 .

2. THE FOLLOWING SCOTTISH LEASEHOLD PROPERTIES

- 2.1 ALL and WHOLE the interest of the Tenant under the Lease dated 29 March and 26 April, 2000 (as subsequently supplemented and varied) between Jarlaw The Academy Limited and Whitbread plc of the subjects known as and forming "**RSVP**", Unit Thirteen, The Academy, Belmont Street, Aberdeen, AB10 1LB, registered in the Books of Council and Session on 17th May, 2000 and registered or to be registered in the Land Register of Scotland under Title Number ABN 45793;
- 2.2 ALL and WHOLE the interest of the Tenant under the Lease dated 8 May 2001 (as subsequently supplemented and varied) between Whitbread plc (with consent of Whitbread Holdings Limited) and Fairbar Limited of the subjects known as and forming the "**Hogshead**", basement floor of one hundred and thirty-three Rose Street and Twenty-four Castle Street, Edinburgh, EH2 4AL, and registered in the Books of Council and Session on 12 June 2001 and registered in the Land Register of Scotland under Title Number MID 48826.

PART III

PROPERTIES WHICH REQUIRE LANDLORD CONSENT TO CHARGING

No.	Name of Property	Address of Property	Title Number (Leasehold)
1.	America Square, Hogshead	1 America Square, London, EC3N 2LS	Unregistered
2.	Beduin	Charterhouse Street, Smithfields, London, EC1M 6HA	Unregistered
3.	Boudoir	47 Chiswell Street, London, EC1Y 4SB	Unregistered
4.	Hull 2, Hogshead	1-2 Whitefriargate, Kingston upon Hull, Yorkshire, HU1 2ER	Unregistered
5.	Marlow, Hogshead	82-84 High Street, Marlow, Bucks, SL7 1AX	BM287322
6.	Mojama Chelsea	354 Kings Road, Chelsea, London, SW3 5UZ	Unregistered
7.	Mojama Croydon	36 High Street, Croydon, Surrey, CR0 1YB	SGL42328
8.	Mojama Hampstead	58-62 Heath Street, Hampstead, London, NW3 1EN	NGL739250
9.	Mojama Nottingham	13 St Peter's Gate, Nottingham, Notts., NG1 2JF	NT313960
10.	Phoenix, Nottingham	12/18 Friar Lane, Nottingham, Notts., NG1 6DQ	NT259029
11.	Cahoots	13/15 Market Street, Blackpool, Lancs., FY1 1ET	LA826787
12.	Deansgate, Hogshead	144 Deansgate, Manchester, Gr. Manch., M3 3EE	GM771169
13.	Epsom, Casa	10 The Derby Square, Epsom, Surrey, KT18 8AG	SY704808
14.	Hemel Hempstead, Hogshead	156 Marlowes, Hemel Hempstead, Herts., HP1 1BA	HD394730
15.	Bath, RSVP	5/6 Edgar Buildings, George Street, Bath, Somerset, BA1 2EE	AV197897
16.	Cowcross St, Hogshead	Unit E, Cowcross Place, Cowcross Street, Smithfields, London, EC1M 6DH	NGL790659
17.	Walsall, Hogshead	9-19 Leicester Street, Walsall, West Midlands, WS1 1PT	WM724432
18.	Ludgate Circus, Hogshead	78 Ludgate Hill, Ludgate Circus, London, EC4M 7LQ	NGL719506
19.	RSVP, Woking	43-47 Chertsey Road, Woking, Surrey, GU21 5AJ	SY676561, SY674504 & SY676562
20.	Castle, Bangor	Glanfaron, Off High Street, Bangor, Wales, LL57 1LP	WA834294
21.	Stamford St, Hogshead	52/54 Stamford Street, Blackfriars, London, SE1 9LX	TGL159432
22.	Aylesbury, Hogshead	The Exchange, Exchange Street, Aylesbury, Bucks., HP20 1UG	BM249854
23.	Bar (Me) Bristol	14-16 Baldwin Street, Bristol, Somerset, BS1 1SR	BL60629
24.	Bar (Me) Romford	113-117 South Street, Romford, Essex, RM1 1NX	EGL345395
25.	Bar (Me) Bradford	20-32 Great Horton Road, Bradford, Yorkshire, BD7 1AL	WYK649047
26.	Ealing, Hogshead	46-47 The Mall, Ealing Broadway, London, W5 3TJ	AGL52072
27.	Eastbourne, Hogshead	46 Terminus Road, Eastbourne, Sussex, BN21 3LX	ESX225605
28.	Exeter, Hogshead	81-82 Fore Street, Exeter, Devon, EX4 3HR	DN259883
29.	Guildford, RSVP	North Street, Guildford, Surrey, GU1 4AA	SY717739
30.	Hornchurch, Hogshead	14/16 Station Lane, Hornchurch, Essex, RM12 6NJ	EGL391275
31.	Hove, Hogshead	75-77 Church Road, Hove, Sussex, BN3 2BB	ESX219343

32.	York, Casa	1/1A Low Ousegate, York, Yorkshire, YO1 9QU	NYK272276
33.	St. Mary Axe, Hogshead	25 St Mary Axe, London, EC3A 8LL	NGL790617
34.	Bournemouth, Casa	Richmond Hill, 4-15 Bourne Avenue, Bournemouth, Dorset, BH2 6DT	DT301915
35.	Didsbury, Hogshead	653a Wilmslow Road, Didsbury, Gr. Manch., M20 6QZ	GM793826
36.	Torquay, Hogshead	3-5 Union Street, Torquay, Devon, TQ1 1ES	DN349367
37.	Weymouth, Hogshead	1 Frederick Place, Weymouth, Dorset, DT4 8HQ	DT240855
38.	Bristol 1, Hogshead	8-10 Colston Avenue, Bristol, Somerset, BS1 4ST	BL57020
39.	Durham, Hogshead	58 Saddler Street, Durham, DH1 3NU	Unregistered
40.	Nottingham, Hogshead	24-26 Pelham Road/Victoria Street, Nottingham, Notts., NG1 2EG	NT327978
41.	Wilmslow, Hogshead	52 Parsonage Green, Wilmslow, Cheshire, SK9 1LQ	CH440693
42.	Bar (Me) Milton Keynes	Unit D, Theatre District, Milton Keynes, Bucks., MK9 3LF	BM253157
43.	Brookes	Castle Street, Luton, Beds., LU1 3AA	BD104386
44.	Locks	Waters Edge, Brindley Place, 66 Broad Street, Birmingham, West Midlands, B1 2HL	WM615401 & WM615399
45.	Reading, Casa	Abbey Hall, 11-13 Kings Road, Reading, Berks., RG1 3AR	BK368967
46.	Sheffield, RSVP	2-6 Cambridge Street, Sheffield, Yorkshire, S1 4HP	SYK408755
47.	Bank	9 Lichfield Street, Wolverhampton, West Midlands, WV1 1EA	WM628842
48.	Bar (Me) Watford	83/83A The Parade, Watford, Herts., WD17 1LN	HD382125
49.	Kingston, Casa	Unit 6, Charter Quay, 22-28 High Street, Kingston upon Thames, Surrey, KT1 7HL	SGL630120
50.	Tut 'n' Shive, Chorley	Market Street, Chorley, Lancs., PR7 1BD	LA947741
51.	Aldersgate, Hogshead	171-176 Aldersgate Street, London, EC1A 4JA	NGL795700 & NGL835232
52.	Solihull, Hogshead	28-30 Station Parade, Solihull, Warks., B91 3SB	WM706394
53.	St. Albans, Casa	13-15 Victoria Street, St. Albans, Herts., AL1 3JJ	HD396059
54.	Uxbridge, Hogshead	219-221 High Street, Uxbridge, Middlesex, UB8 1LB	AGL108635
55.	RSVP Aberdeen	Unit 13, The Academy, Belmont Street, Aberdeen, AB10 1LB	ABN45793

PART IV

EXCLUDED PROPERTIES

Allocated Title Numbers for Excluded Leasehold Properties

No.	Name of Property	Address of Property	Title Number (Leasehold)
1.	Shed	Lincoln Marina, Brayford Pool, Lincoln, Lincs LN1 1RD	LL140648
2.	Pump House	Albert Dock Village, Liverpool, Merseyside L3 4AN	M5250574
3.	Woodlands Edge, South Ockenden	Broxburn Drive, South Ockenden, Essex RM15 5NE	EX50468
4.	Windmill, Swindon	Worsley Road, Freshbrook, Swindon, Wilts SN5 8LY	Unregistered
5.	Foxhunter	Whitecross Road, Whitecross, Hereford, Herefordshire HR4 0LT	HE16497
6.	De Kyme Hotel	Wash Dyke Lane, Immingham, Yorkshire DN40 2HL	H5219233
7.	Red Lion, Alverthorpe	2 Batley Road, Alverthorpe, Wakefield, Yorkshire WF2 0EE	WYK563311
8.	Penny Black	Pond Hill, Sheffield, Yorkshire S1 2BG	SYK452522
9.	Sandpiper, Washington	Easby Road, Biddick 7, Washington, Tyne & Wear NE38 7NN	TY57579
10.	Shuttle and Loom	Whinfield Road, Darlington, Durham DL1 1RW	DU86623
11.	Casa, Trent Bridge	Trent Bridge, Arkwright Street, Nottingham, Notts NG2 2GS	NT176005
12.	Whistletop	Town Street, Beeston, Leeds, Yorkshire LS11 8DG	WYK333678
13.	Hanrahans	Trafford Park, Merchant Quays, Salford Quays, Gr. Manch. M5 2ST	GM711191
14.	Red Lion, Portchester	1 West Street, Portchester, Hants PO16 9XB	HP627813
15.	Crownwood	Opladen Way, Crownwood, Bracknell, Berks RG12 0PE	BK212614
16.	Tollgate Tavern	16 Mary Rose Mall, Beckton, London E6 5NT	EGL258559
17.	Earl of Cornwall	Cippenham Lane, Cippenham, Slough, Berks SL1 2XN	BK170375
18.	Spice Island	163 Rotherhithe Street, Rotherhithe, London SE16 5QU	TGL137577
19.	St Nicholas	55 Canterbury Way, Stevenage, Herts SG1 4LJ	HD89426
20.	Hungry Fox	Hempstead Valley, Gillingham, Kent ME7 3PE	K725400
21.	George & Dragon, Tyldesley	185-187 Elliot Street, Tyldesley, Manchester M29 8DR	GM670446
22.	Taps, Lytham	12 Henry Street, Lytham St Annes, Lancs FY8 5LE	LA655114
23.	J W Greens	25 London Road, Twyford, Berks RG10 9EH	BK126261
No.	Name of Property	Address of Property	Title Number (Mixed*)
24.	Printers Devil	98/99 Fetter Lane, London EC4A 1EP	LN128854
25.	Warwick Arms	Warwick Street, Worthing, Sussex BN11 3DQ	WSX254335
26.	Old Star	66 Broadway, Westminster, London SW1H 0DB	NGL816191
27.	White Hart, Witham	Newland Street, Witham, Essex CM8 2AF	EX460210

* Designates leasehold and short leasehold

Allocated Title Numbers for Excluded Short Leasehold Properties

No.	Name of Property	Address of Property	Title Number (Short Leasehold)
1.	Kings Head, Chiswell St.	49 Chiswell Street, Moorgate, London EC1Y 4SA	Unregistered
2.	St Pauls Tavern	56 Chiswell Street, Moorgate, London EC1Y 4SA	Unregistered
3.	Mutley Crown	9-11 Mutley Plain, Plymouth, Devon PL4 6JG	DN379538
4.	Birmingham, Hogshead	110 Edmund St/Newhall Street, Birmingham, West Midlands B3 3PU	WM662033
5.	Crosses Corner	73 Peascod St, Windsor, Berks SL4 1DH	BK370930
6.	Monkey's Forehead	Egham Hill, Egham, Surrey TW20 0BQ	SY706043
7.	Garrick Inn	25 High Street, Stratford upon Avon, Warks CV37 6AU	Unregistered
8.	Wheatsheaf	129 High St, Oxford, Oxon OX1 3DF	Unregistered
9.	Windmill, S-U-A	Church Street, Stratford upon Avon, Warks CV37 6HB	Unregistered
10.	Claude Hotel	140 Albany Road, Roath, Cardiff, Wales CF24 3RW	Unregistered
11.	Corporation	188 Cowbridge Road East, Canton, Cardiff, Wales CF5 1GW	CYM78913
12.	Thos Crabtree	Nidderdale House, Cambridge Road, Harrogate, Yorkshire HG1 1PB	NYK145600
13.	Old Bank, Bradford	69 Market Street, Bradford, Yorkshire BD1 1NE	WYK613693 and WYK627055
14.	Leeds 2, Hogshead	43-47 Great George Street, Leeds, Yorkshire LS1 3BB	WYK630175
15.	Porter Brook	565 Ecclesall Road, Sheffield, Yorkshire S11 8PR	JYK386192
16.	Hull, Hogshead	386 Beverley Road, Kingston upon Hull, Yorkshire HU5 1LN	HS273761
17.	Park	Arboretum Street, Nottingham, Notts NG1 4JA	NT356288
18.	Bonded Warehouse/Wig & Pen	Broad Chare Quayside, Newcastle upon Tyne, Tyne & Wear NE1 3DQ	TY391336
19.	Town School, Hogshead	Little Belmont Street, Aberdeen, Scotland AB10 1JG	5110666
20.	Phoenix, Glasgow	14-16 West George Street, Glasgow, Scotland G2 1DR	5111366
21.	Lichfield, Hogshead	12-14 Tamworth Street, Lichfield, Staffordshire WS13 6JJ	SF395771
22.	London to Brighton Hog	60-61 London Road, Brighton, Sussex BN1 4JE	ESX222177
23.	Basingstoke, Hogshead – Underlease	15 Winchester Street, Basingstoke, Hants RG21 7ED	HP543233
24.	Luzborough	Luzborough Lane, Romsey, Hants SO51 9AA	HP627885
25.	Albion, Epsom	134 High Street, Epsom, Surrey KT19 8BT	SY654385
26.	Ipswich, Hogshead	22 Lloyd Avenue, Ipswich, Suffolk IP1 3HD	SY170034
27.	Garrick Arms	8-10 Charing Cross Road, Charing Cross, London WC2H 0HG	NGL755875
28.	Monument, Hogshead	18 Fish Street Hill, Monument, London EC3R 6DB	Unregistered
29.	Phoenix, London	26 Throgmorton Street, London EC2N 2AN	NGL786230
30.	S'Oak	563-569 Bristol Road, Birmingham, West Midlands B29 6AF	WM764072
31.	Bath House, Cambridge	3 Bene't Street, Cambridge, Cambs CB2 3QN	Unregistered
32.	White Hart, Wimbledon	144 Kingston Road, Wimbledon, London SW19 1LY	SGL237772

33.	George Inn, Southwark	75-77 Borough High Street, Southwark, London SE1 1NH	SGL349272
34.	Podium	St Alphage Highwalk, London EC2Y 5EL	NGL12000
35.	Brewmaster	37 Cranbourne St, London WC2H 7AD	NGL797171
36.	City Tavern	29 Lawrence Lane, London EC2V 8DP	NGL773700
37.	City of Quebec	12 Old Quebec Street, London W1H 7AF	NGL31284
38.	Crane	Denys Drive, Basildon, Essex SS14 3LP	EX39562
39.	Ludwick Arms	Hall Grove, Welwyn Garden, Herts AL7 4PH	HD18354
40.	Eager Poet	2 Tower Crescent, Tower Drive, Neath Hill, Milton Keynes, Bucks MK14 6JY	BM273227
41.	Turf Tavern, Oxford	4 Bath Place, off Hollywell Street, Oxford, Oxon OX1 3SU	Unregistered
42.	Suffolk Punch	Lancliffe Drive, Saxon Street, Heelands, Milton Keynes, Bucks MK13 7PL	BM109357
43.	Anchor	Silver Street, Cambridge, Cambs CB3 9EL	Unregistered
44.	Prince Albert, Brixton	418 Coldharbour Lane, Brixton, London SW9 8LF	LN29485
45.	Railway Tavern, Liverpool Street	15 Liverpool Street, London EC2M 7NX	125128
46.	Orange Grove	304 Wilmslow Road, Greater Manchester	GM877578
47.	Courthouse	24 Regent Street	SYK289098

PART V

WHITBREAD PUBLIC HOUSES

	Company Name	Name of Property	Address	Town	County	Postcode	Title Number
1.	Whitbread plc	ALDERSGATE, HOGSHEAD	171-176 Aldersgate Street		London	EC1A 4JA	NGL795700
2.	Whitbread plc	SOUTHAMPTON, HOGSHEAD	103 - 105 Above Bar Street	Southampton	Hants	SO14 7FG	HP548370
3.	Whitbread plc	BAR[ME] BOURNEMOUTH	134 - 136 Old Christchurch	Bournemouth	Dorset	BH1 1NL	DT136052 & DT280952
4. *	Whitbread plc	ST ALBANS, CASA	13-15 Victoria Street	St Albans	Herts	AL1 3JJ	HD396059
5.	Whitbread Group plc	UXBRIDGE, HOGSHEAD	219-221 High Street	Uxbridge	Middlesex	UB8 1LB	AGL108635
6.	Whitbread plc	TOWNHOUSE, EALING	The Broadway	Ealing	London	W5 2PH	MX237336
7.	Whitbread plc	BAR[ME] ROMFORD	113 - 117 South Street	Romford	Essex	RM1 1NX	EGL345395
8.	Whitbread plc	PAISLEY, HOGSHEAD	Units 2 and 3, 45 High Street	Paisley, Glasgow	Scotland	PA1 2AH	REN104808
9.	Whitbread plc	HOGSHEAD	30 Bread Street	Edinburgh	Scotland	EH3 9AF	
10.	Whitbread plc	MOJAMA	426-430 Sauchiehall Street	Glasgow	Scotland	G2 3LG	GLA152362

SCHEDULE 4

Group Shares

Chargor	Name of Company in which Share are held	Class of Shares held	Number of Shares held
LAUREL HIGH STREET BARS LIMITED	SAPPHIRE PROPERTY PORTFOLIOS LIMITED	£1.00 Ordinary Shares	50,100
SERVEPROJECT LIMITED	SAPPHIRE PROPERTY PORTFOLIOS LIMITED	£1.00 Deferred Shares	640
SAPPHIRE PROPERTY PORTFOLIOS LIMITED	THE LAUREL PUB COMPANY LIMITED	£1.00 Deferred Shares	260
THE LAUREL PUB COMPANY LIMITED	LR PUBS HOLDINGS F LIMITED	£1.00 Deferred Shares	60,100
THE LAUREL PUB COMPANY LIMITED	LR PUBS HOLDINGS G LIMITED	£1.00 Ordinary Shares	1
THE LAUREL PUB COMPANY LIMITED	LR PUBS HOLDINGS I LIMITED	£1.00 Ordinary Shares	1
THE LAUREL PUB COMPANY LIMITED	LR PUBS HOLDINGS J LIMITED	£1.00 Ordinary Shares	1
THE LAUREL PUB COMPANY LIMITED	THE MANOR LEISURE AND MARKETING CORPORATION LIMITED	£1.00 Ordinary Shares	1
THE LAUREL PUB COMPANY LIMITED	LAUREL PUB SERVICES LIMITED	£1.00 Ordinary Shares	32,292
LR PUBS HOLDINGS F LIMITED	SAPPHIRE TOWN CENTRE NO. 6 LIMITED	£1.00 Ordinary Shares	1
LR PUBS HOLDINGS G LIMITED	SAPPHIRE TOWN TRADITIONAL NO. 7 LIMITED	£1.00 Ordinary Shares	1,800
LR PUBS HOLDINGS I LIMITED	SAPPHIRE TOWN ACTIVE NO. 8 LIMITED	£1.00 Deferred Shares	200
LR PUBS HOLDINGS J LIMITED	SAPPHIRE NEIGHBOURHOOD ACTIVE NO. 9 LIMITED	£1.00 Ordinary Shares	1,800
LAUREL PUB SERVICES LIMITED	TARGET HSB LIMITED	£1.00 Deferred Shares	200
LAUREL PUB SERVICES LIMITED	TARGET PIL CORE LIMITED	£1.00 Ordinary Shares	1,800
LAUREL PUB SERVICES LIMITED	TARGET PIL NON-CORE LIMITED	£1.00 Deferred Shares	200

SCHEDULE 5

Intellectual Property Rights

Trade Mark Registrations and Applications

Trade Mark	Class	Registered or Pending	Reg/App No.	Country
A PUB WITH ATMOSPHERE (Device)	43	P	2365559	UK
BAR[ME]	25, 42	R	2212023	UK
BAR:[ME] (Device)	25, 42	R	2212355	UK
BEER ENGINE	42	R	2103700	UK
BEER ENGINE (Device)	42	R	2103701	UK
CARRICK RIDDELL	42	R	2024646	UK
C LOGO and CASA (Device)	25, 42	R	2181771B	UK
C LOGO (Device)	25, 42	R	2181771A	UK
DOUBLE DEAL	29, 30	R	2015122	UK
ESQUE	41, 42	R	2024650	UK
FACE (Device)	41,42	R	2272238A	UK

FANTASY ISLAND	30	R	1215195	UK
HOG'S HEAD	25, 43	R	2311266	UK
HOG'S HEAD (Device)	25, 43	R	2311273	UK
HOGSHEAD	25	R	2057321	UK
HOGSHEAD	42	R	2031683	UK
HOGSHEAD ALE HOUSE (Device)	25	R	2057318	UK
HOGSHEAD ALE HOUSE (Device)	42	R	2013805	UK
HOT SHOT	25	R	1299640	UK
INN DESIGN SERVICES (Device)	42	R	1289530	UK
LAUREL PUB COMPANY & FACE (Device)	41, 42	R	2272238B	UK
LAUREL PUB PARTNERSHIPS	41, 42	R	2281713	UK
LAUREL PUB PARTNERSHIPS (Device)	41, 42	R	2281710	UK
O'HAGAN'S (Device)	42	R	2024643	UK
PUB POINTS	35	R	1586981	UK
PUB POINTS (STYLISTED) (Device)	35	R	1586968	UK
REVIVAL INNS	42	R	2212343	UK

RSVP	25, 42	R	2149382	UK
RSVP & CAFE BAR LOGO (Device)	25, 42	R	2155814	UK
RSVP LOGO & BAR (Device)	25, 42	R	2171380	UK
THE CAUSEWAY	42	R	2129695	UK
THE HOGSHEAD CASK ALE HOUSE (Device)	42	R	1546156	UK
THE LAUREL PUB COMPANY, LAUREL	41, 42	R	2270390	UK
TRIBUS	16,36	P	2367127	UK
VFM DEVICE	25, 42	R	2213697	UK
VTS A VTS	42	R	2104359	UK
VTS A VTS BAR CAFÉ (Device)	42	R	2104356	UK

Domain Names

Proprietor	Domain Name
Laurel Pub Company Limited	barme.co.uk
	beduinbar.co.uk
	beduinbar.com
	boudoir.co.uk
	boudoirinthecity.co.uk
	boudoirinthecity.com
	casabars.co.uk
	casabars.com
	casacheltenham.co.uk
	casaooffers.co.uk
	championpubandbar.co.uk
	championpubsandbars.co.uk
	champpubbar.co.uk
	champpubs.co.uk
	compellingpubs.co.uk
	compellingpubs.com
	compelling-pubs.co.uk
	giantsplate.com
	havingfunandmakingmoney.com
	hogshead.biz
	hogshead.org
	hogsheadpubco.co.uk
	hogsheadpubco.com
	ihatelaurel.biz
	ihatelaurel.com
	ihatelaurel.info
	ihatelaurel.net
	ihatelaurel.org
	ihatelaurelbars.biz
	ihatelaurelbars.info
	ihatelaurelbars.net
	ihatelaurelbars.org
	ihatelaurelpubs.biz
	ihatelaurelpubs.com
	ihatelaurelpubs.info
	ihatelaurelpubs.net
	ihatelaurelpubs.org
	inn-line.co.uk
	laurel.org.uk
	laurelbars.biz
	laurelbars.com
	laurelbars.info
	laurelbars.net
	laurelbars.org
	laurel-bars.biz
	laurel-bars.com
	laurel-bars.info

Proprietor	Domain Name
	laurel-bars.net
	laurel-bars.org
	laurelinns.biz
	laurelinns.com
	laurelinns.info
	laurelinns.net
	laurelinns.org
	laurel-inns.biz
	laurel-inns.com
	laurel-inns.info
	laurel-inns.net
	laurel-inns.org
	laurelpubco.co.uk
	laurelpubco.com
	laurelpubco.net
	laurelpubo.org
	laurelpubcompany.com
	laurelpubcompany.org
	laurelpubcompany.org.uk
	laurelpubgroup.biz
	laurelpubgroup.com
	laurelpubgroup.info
	laurelpubgroup.net
	laurelpubgroup.org
	laurelpubs.co.uk
	laurelpubs.com
	laurelpubs.net
	laurelpubs.org
	laurel-pubs.biz
	laurel-pubs.com
	laurel-pubs.info
	laurel-pubs.net
	laurel-pubs.org
	laurelsucks.biz
	laurelsucks.co.uk
	laurelsucks.info
	laurelsucks.net
	laurelsucks.org
	laurelsux.biz
	laurelsux.biz
	laurelsux.com
	laurelsux.info
	laurelsux.net
	laurelsux.org
	Laureltaverns.biz
	laureltaverns.com
	laureltaverns.info
	laureltaverns.net
	laureltaverns.org
	mojama.co.uk

Proprietor	Domain Name
	mojamabar.co.uk
	mojamabar.com
	newcasabars.co.uk
	onlinepubs.co.uk
	onhetherace.co.uk
	onhetherace.net
	pubdevelopments.co.uk
	pubdevelopments.com
	pubpartnerships.co.uk
	pubpartnerships.com
	pubrooms.co.uk
	pubrooms.com
	pubsrus.co.uk
	rsvpbars.com
	thelaurepubcompany.co.uk
	thelaurepubcompany.net
	thelaurepubcompany.org
	thelaurepubcompany.org.uk
	thenewmoon.co.uk
	thethreeelms.co.uk
	tribus.biz
	tribus.org.uk
	tribus.tv
Laurel Pub Services Limited *	ihatelaurel.co.uk
	ihatelaurel.org.uk
	ihatelaurelbars.co.uk
	ihatelaurelbars.org.uk
	ihatelaurelpubls.co.uk
	ihatelaurelpubs.org.uk
	laurelbars.co.uk
	laurelbars.org.uk
	laurel-bars.co.uk
	laurel-bars.org.uk
	laurelinns.co.uk
	laurelinns.org.uk
	laurel-inns.co.uk
	laurel-inns.org.uk
	laurelpubco.org.uk
	laurelpubcompany.co.uk
	laurelpubgroup.co.uk
	laurelpubgroup.org.uk
	laurelpubs.org.uk
	laurel-pubs.co.uk
	laurel-pubs.org.uk
	laurelsucks.org.uk
	laurelsux.co.uk
	laurelsux.org.uk
	laureltaverns.co.uk
	laureltaverns.org.uk

Target PIL Core Limited
Company number: 4108922

Appendix D

* the Domain Names listed against Laurel Pub Services Limited are pending legal registrant change at registry from Laurel Pub Services Limited to The Laurel Pub Company Limited.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04108922

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th AUGUST 2004 AND CREATED BY TARGET PIL CORE LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES WHATSOEVER DUE OR TO BECOME DUE FROM EACH CHARGOR TO THE FINANCE PARTIES (OR ANY OF THEM) 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 12th AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th AUGUST 2004.

P. R. ...



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES