

COMPANIES FORM NO. 395

M**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

395Please do not
write in this
marginPlease complete
legibly,
preferably in
black type or
bold block
lettering

To the Registrar of Companies

For Official Use Company Number

1 8 2

~~48484~~ 4108922

* - from Deed

Name of company

*Insert full name
of company

Target PIL Core Limited (the "Chargor")

Date of creation of the charge

25 September 2003

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

Supplemental Charge to a Debenture dated 16 April 2003 between, amongst others, Target PIL Core Limited as Chargor and Lehman Brothers Bankhaus AG, London Branch as Security Agent (the "Charge")

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 capacity whatsoever) of each Obligor to the Finance Parties (or any of them) under each or any of the Senior Finance Documents 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, PROVIDED THAT no obligation or liability shall be included in the amount secured by the Debenture 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

Lehman Brothers Bankhaus AG, London Branch, 1 Broadgate, London EC2M 7HA as agent and trustees for itself and each of the Finance Parties

Presenter's name, address and reference
(if any):

Addleshaw Goddard
Box 500 Companies House
21 Bloomsbury Street
London

Ref: SUIFFA/BOWIM/G12310.324

89320 -LON4 v1

For Official Use
Mortgage section

Post Room



PMO 0098
COMPANIES HOUSE 14/10/03
L02 *L21LEP6Z* 0246
COMPANIES HOUSE 14/10/03

Time critical reference

Short particulars of all the property charged

1. Under the terms of the Charge, the Chargor, as security for the payment, discharge and performance of all the Secured Liabilities by the Charge and by the Debenture charged in favour of the Security Agent (as agent and trustee for itself and each of the Lenders) the Mortgaged Properties:
 - (a) by way of first legal mortgage, to the extent of its legal interest; and
 - (b) by way of first mortgage with full title guarantee, to the extent of its beneficial interest.
2. Under the terms of the Charge, the Chargor, as security for the payment of all the Secured Liabilities confirmed that it had:
 - (a) charged in favour of the Security Agent by way of first fixed charge the assets referred to in clause 4.1 (Fixed Charges) of the Debenture;
 - (b) assigned to the Security Agent by way of security the assets relating to that property and referred to in clause 4.3 (Assignments) of the Debenture; and
 - (c) charged by way of first floating charge the assets referred to in Clause 5 (Floating Charges) of the Debenture.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

For

Signed Addleshaw Goddard

Date (day) (month) (year)
14.10.2003

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, e.g. "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

3. The Banks under the Facility Agreement are under an obligation (subject to the terms thereof) to (inter alia) the Chargor to make further advances and the Debenture secures those further advances and application is to be made to the Registrar for a note of this obligation to be entered in the Charges Registers of the Mortgaged Properties to that effect.
4. Under the terms of the Debenture, the Company undertook 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.
5. Pursuant to the Debenture the Company, as primary obligor and not merely as surety, covenanted with and undertook to the Security Agent (as agent and trustee as aforesaid) that it will pay or discharge the Secured Liabilities on the due date therefore in the manner provided in the relevant Senior Finance Document. Any amount not paid under the Senior Finance Document when due shall bear interest (after as well as before judgement or decree and payable on demand) at the Default Rate from time to time from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full, save to the extent that interest at such rate on such amount for such period is charged pursuant to the relevant Senior Finance Document and itself constitutes a Secured Liability.
6. Pursuant to the Debenture the Company will at its own expense execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by or pursuant to the Debenture over the Security Assets or any part thereof or for facilitating (if and when the security created by or pursuant to the Debenture becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent or any Receiver of the Security Assets or any part thereof or in any such delegate or sub-delegate as aforesaid. To that intent, the Company shall in particular execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient.
7. If the Company creates or permits to subsist any Security Interest in breach of the provisions of Clause 5.2(a) or Clause 8.2(a)(iv) of the Debenture or Clause 22.5 (Negative Pledge) of the Facility Agreement, then to the extent possible under the applicable law, all the obligations of the Company under each of the Senior Finance Documents shall automatically and immediately be secured upon the same assets equally and rateably with the other obligations secured thereon.

DEFINITIONS

"Accession Deed" means an Issuing Bank Accession Deed or an Obligor Accession Deed.

"Accounting Principles" means accounting principles, policies, standards, bases and practices which, as at the date of the Debenture, are generally accepted in the United Kingdom and approved by the Institute of Chartered Accountants of England and Wales and which are consistent with those used in the preparation of the Business Plan.

"Administrative Party" means the Mandated Lead Arranger, the Joint Lead Arranger, the Issuing Bank, the Facility Agent or the Security Agent.

"Ancillary Commitment" means, with respect to any Ancillary Lender and an Ancillary Facility, the maximum amount which (subject to clause 8.1 (a) (Availability) of the Facility Agreement) that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorised as such under Clause 8 (Ancillary Facilities) of the Facility Agreement, to the extent not cancelled, transferred or reduced under the Facility Agreement.

"Ancillary Facility" means any facility or financial accommodation (including any overdraft, foreign exchange, guarantee, bonding, documentary or standby letter of credit, credit card or automated payments facility) established by a Lender under Clause 8 (Ancillary Facilities) of the Facility Agreement in place of all or part of its Revolving Credit Commitment under the Facility Agreement.

"Ancillary Facility Document" means any document evidencing any Ancillary Facility.

"Ancillary Lender" means a Lender which is making available an Ancillary Facility (as defined in the Facility Agreement).

"Ancillary Outstandings" means, at any time and with respect to any Ancillary Lender, the aggregate of all of the following amounts (as calculated by that Ancillary Lender in accordance with its usual banking practice) outstanding at that time under the Ancillary Facility of that Ancillary Lender then in force:

- (a) all amounts of principal then outstanding under any overdraft, cheque drawing or other account facilities determined on the same basis (whether net or gross) as that for determining any limit on such facilities imposed by the terms of that Ancillary Facility;
- (b) the maximum potential liability (excluding amounts stated to be in respect of interest and fees) under all guarantees, bonds and letters of credit then outstanding under any facilities comprised in that Ancillary Facility; and

in respect of any other facility or financial accommodation, such other amount as fairly represents the aggregate exposure of that Ancillary Lender under that facility or accommodation, as reasonably determined by that Ancillary Lender from time to time in accordance with its usual banking practice for facilities or accommodation of the relevant type.

"Business Plan" means the document entitled "Summary Four Year Plan: FY 2004-2007" containing management business plan forecasts and projections prepared by Laurel Pub Holdings Limited in the agreed form and dated 25th February, 2003.

"Charge" means the supplemental charge to a Debenture dated 16th April, 2003 between Laurel Pub Holdings Limited as the Company and the Chargors identified in Schedule 1 of the Debenture (which includes the Company as defined herein) and Lehman Brothers Bankhaus AG, London Branch as the Security Agent.

"Chargor" means the companies identified in Schedule 1 to the Debenture, together with the Company and each company which becomes a party to the Debenture by executing a Deed of Accession, (each a **"Chargor"** and together the **"Chargors"**).

"Commitment" means the Term Loan Commitment, the Revolving Credit Commitment or an Ancillary Commitment.

"Compliance Certificate" means a certificate, substantially in the form of Schedule 6 (Form of Compliance Certificate) of the Facility Agreement.

"Credit" means a Loan or a Documentary Credit as defined in the Facility Agreement.

"Debenture" means the debenture dated 16th April, 2003 between Laurel Pub Holdings Limited as the Company and the Chargors identified in Schedule 1 of the Debenture (which includes the Company as defined herein) and Lehman Brothers Bankhaus AG, London Branch as the Security Agent.

"Default Rate" means at any time, a rate determined in accordance with Clause 11.4 of the Facility Agreement.

"Documentary Credit" means a letter of credit, guarantee, bond or other instrument to be issued by the Issuing Bank pursuant to Clause 6 (Utilisation - Documentary Credits) of the Facility Agreement.

"Facility" means the Term Loan Facility or the Revolving Credit Facility made available under, or an Ancillary Facility established pursuant to, the Facility Agreement (together, the **Facilities**).

"Facility Agent" means Lehman Brothers Bankhaus AG, London Branch in its capacity as facility agent under the Facility Agreement and its permitted successors and assigns.

"Facility Agreement" means the facility agreement dated 16 April, 2003 between, amongst others, the Borrowers, the Guarantors, Lehman Brothers International (Europe) as Mandated Lead Arranger, Barclays Capital as Joint Lead Arranger, the Lenders (each capitalised term as defined therein) and Lehman Brothers Bankhaus AG, London Branch as the Facility Agent and the Security Agent, together with each Accession Deed and Transfer Certificate relating thereto and any and each other agreement or instrument supplementing or amending it.

"Fee letter" means any letter entered into by reference to the Facility Agreement between one or more Administrative Party and Repairdesign Limited setting out the amount of certain fees referred to in the Facility Agreement.

"Finance Party" means each of the Facility Agent, the Security Agent, the Mandated Lead Arranger, the Joint Lead Arranger, the Issuing Bank, 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 (together the **"Finance Parties"**).

"First Intra-Group Loan Agreement" means the intra-group loan agreement dated 22 May 2001 between Repairdesign Limited and certain members of the Group.

"Group" means Laurel Pub Holdings Limited and its Subsidiaries but, for the avoidance of doubt, shall exclude the investment in the share capital of London & Regional Leisure Holdings Limited for so long as such investment does not exceed forty five per cent. (45%) of the issued share capital and voting shares of London & Regional Leisure Holdings Limited.

"Group Shares" means all shares specified in Schedule 4 to the Debenture 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 to the Debenture 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 Banks" means each bank and financial institution named in Schedule 3 of the Priority Deed (if any) and any other bank or financial institution which becomes party to the Priority Deed as a Hedging Bank under Clause 5.1 (Accession of Hedging Banks) thereof in each case in its capacity as provider of interest rate or currency exchange rate hedging facilities to the Company, and includes any person to whom any Hedging Liabilities may be payable or owing (whether or not matured) from time to time.

"Hedging Document" means each master agreement or other document specified against the name of a Hedging Bank in Schedule 3 of the Priority Deed (if any) and each master agreement or other document delivered by a Hedging Bank to the Security Agent under Clause 5.1 (Accession of Hedging Banks) or Clause 17.3 (Limits on Hedging Liabilities) of the Priority Deed and approved by the Facility Agent for the purposes of such Clause, in each case providing for interest rate, currency exchange rate and/or other hedging facilities to be made available to one or more of the members of the Group (including any contract entered into or confirmation given thereunder), and in each case as, and including, any instrument pursuant to which the same is novated, varied, supplemented or amended from time to time (collectively, the **"Hedging Documents"**).

"Hedging Liabilities" means all present and future liabilities (actual or contingent) payable or owing by the Obligors or any of them to the Hedging Banks or any of them under or in connection with the Hedging Documents, whether or not matured and whether or not liquidated, together in each case with:

- (a) any novation, deferral or extension of any of those liabilities permitted by the terms of the Priority Deed and the Hedging Documents;
- (b) any claim for damages or restitution arising out of, by reference to or in connection with any of the Hedging Documents;
- (c) any claim flowing from any recovery by an Obligor or a receiver or liquidator thereof or any other person of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise; and
- (d) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Intercompany Creditors" means each Obligor in its capacity as a creditor in relation to any Intercompany Debt and any member of the Group which becomes party hereto as an Intercompany Creditor.

"Intercompany Debt" means all present and future liabilities (actual or contingent) payable or owing by Intercompany Debtors or any of them to Intercompany Creditors or any of them, whether or not matured and whether or not liquidated, comprising, or arising in respect of, those present and anticipated debts and/or receivables which are described in Schedule 1 Part III and/or in any deed of accession executed by any New Obligor pursuant to Clause 24.3 (New Obligor) of the Priority Deed and any other present or future (actual or contingent) debts and/or receivables owed by an Intercompany Debtor to any Intercompany Creditor (including, without limitation, any interest thereon and any debts or liabilities arising through the operation of any Intercompany Loan Agreements, the First Intra-Group Loan Agreement and the Second Intra-Group Loan Agreement) (but excluding debts (other than those arising under the Intra-Group Loan Agreement) arising in the ordinary course of trading and/or incidental to prudent day-to-day cash and treasury management) together with:

- (a) any refinancing, novation, refunding, deferral or extension of any of those liabilities or debts;
- (b) any further advances which may be made by an Intercompany Creditor to any Intercompany Debtor under any agreement relating or supplemental to any Intercompany Documents, plus all interest, fees and costs in connection therewith;
- (c) any claim for damages or restitution arising out of, by reference to, or in connection with, the Intercompany Documents;
- (d) any claim flowing from any recovery by an Intercompany Debtor or a receiver or liquidator thereof or any other person of a payment or discharge in respect of any of those liabilities or debts on grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, invalidity, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Intercompany Debtors" means each Obligor in its capacity as a debtor in relation to, or who is at any time liable (whether actually or contingently) for, any Intercompany Debt and any member of the Group which becomes party hereto as an Intercompany Debtor.

"Intercompany Documents" means any and all agreements and other instruments under or by which any Intercompany Debt is outstanding, evidenced, secured or guaranteed (including, for the avoidance of doubt, each Intercompany Loan Agreement, the First Intra-Group Agreement and the Second Intra-Group Loan Agreement) in each case as, and including any instrument pursuant to which the same is, novated, varied, supplemented or amended from time to time.

"Intercompany Loan Agreements" means each of:

- (a) the intercompany loan agreement documenting the loan in an amount of £1,033,801 from Laurel Pub Holdings Limited (formerly Fitband Limited) to Musicmeadow Limited dated 22nd May, 2001;
- (b) the intercompany loan agreement documenting the loans in an aggregate amount of £128,033,801 from Musicmeadow Limited to Shopgoal Limited dated 22nd May, 2001;
- (c) the intercompany loan agreement documenting the loans in an aggregate amount of £173,033.801 from Shopgoal Limited to Repairdesign Limited dated 22nd May, 2001;
- (d) the intercompany loan note certificate evidencing the loan in a principal amount of £281,250,000 from Repairdesign Limited to Repairdesk Limited dated 23rd May, 2002;
- (e) the novation agreement between Laurel Managed Pubs and Bars Limited, Centrewater Limited and Repairdesign Limited dated 22nd May, 2002 and the novation deed between Laurel Managed Pubs and Bars Limited, The Laurel Pub Company Limited, Repairdesign Limited and Centrewater Limited dated on or about the date hereof, representing, *inter alia*, the loan in an initial principal amount of £45,337,832 from Repairdesign Limited to Laurel Managed Pubs and Bars Limited;
- (f) the intercompany loan note certificate dated 22nd May, 2002 and novation deed between Laurel Managed Pubs and Bars Limited, The Laurel Pub Company Limited, Repairdesign Limited and Centrewater Limited dated on or about the date hereof evidencing the loan in a principal amount of £231,539,366 from Repairdesign Limited to Laurel Pub Company Limited;
- (g) the intercompany loan note certificate evidencing the loan in a principal amount of £89,404,366 from Laurel Pub Services Limited to Laurel Pub Company Limited dated 22nd May, 2002;
- (h) the intercompany loan agreement dated the date of this agreement evidencing the loan in a maximum principal amount of £16,294,694.91 from Repairdesign Limited to Laurel Pub Holdings Limited; and
- (i) the intra-group loan agreement dated 22nd May, 2001 between Repairdesign Limited and certain other members of the Group.

"Investors" means the Investors and the B Shareholders each as defined in the Subscription Agreement and includes any transferee of any interest in the shares in the Company and/or in the Loan Stock directly from any such Investor or B Shareholder in the course of equity syndication where such transferee has become party to the relevant subscription agreement and the Priority Deed.

"Issuing Bank" means until such time as the Facility Agent designates another Lender as such, Lehman Brothers Bankhaus AG, London Branch, and thereafter such Lender as is designated as such by the Facility Agent or any other Lender which becomes an Issuing Bank pursuant to Subclause 30.9 (New Issuing Banks) of the Facility Agreement.

"Issuing Bank Accession Deed" means a deed substantially in the form of Part 2 of Schedule 8 (Form of Accession Deeds) to the Facility Agreement, with such amendments as the Facility Agent may approve or reasonably require.

"Joint Lead Arranger" means Barclays Capital (the investment banking division of Barclays Bank PLC).

"Lender" means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of, and in accordance with the terms of, this Agreement,

but only for so long as it has any outstanding Commitment or participation in any Credit or Ancillary Outstanding (each as defined in the Facility Agreement) or any amount is owed to it (whether actually or contingently) in its capacity as Lender (each a "Lender" and together the "Lenders").

"Loan" (as defined in the Facility Agreement) means the principal amount of each borrowing under a Facility or the principal amount outstanding of that borrowing and excludes in each case any Ancillary Outstandings.

"Loan Stock" means all amounts outstanding from time to time under or pursuant to the Loan Stock Instrument.

"Loan Stock Amendment Deed" means the deed dated on or about the date of the Facility Agreement between Musicmeadow Limited and the holders of the Loan Stock in the agreed form and relating to certain amendments to be made to the Loan Stock Instrument.

"Loan Stock Instrument" means the instrument constituting £127,000,000 15% unsecured loan stock due 2012 issued in the agreed form by Musicmeadow Limited and dated 17th May, 2001, as amended by the Loan Stock Amendment Deed, together with all loan notes or stock of Musicmeadow Limited constituted and issued pursuant to such instrument and for the time being outstanding.

"Mandated Lead Arranger" means Lehman Brothers International (Europe) as arranger of the facilities provided under the Facility Agreement.

"Margin Certificate" means a certificate, substantially in the form of Schedule 7 (Form of Margin Certificate) of the Facility Agreement.

"Mortgaged Properties" means the property listed in Schedule 1.

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

"Obligor Accession Deed" means a deed substantially in the form of Part 1 of Schedule 8 (Form of Accession Deeds) to the Facility Agreement, with such amendments as the Facility Agent may approve or reasonably require.

"Original Lender" means Lehman Brothers Bankhaus AG, London Branch and Barclays Bank PLC as defined in the Facility Agreement.

"Priority Deed" means a deed dated 16 April, 2003 made between, among others, the Chargors, the Investors, the Intercompany Creditors and the Intercompany Debtors (each as defined therein), the Lenders and the Hedging Banks and others providing for the ranking and relative priorities of certain obligations of, amongst others, the Chargors.

"Receiver" means an administrative receiver, a receiver and manager or a receiver.

"Related Rights" means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Debenture 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.

"Request" means a request for a Credit, substantially in the form of Schedule 3 (Form of Request) under the Facility Agreement.

"Revolving Credit Commitment" means:

- (a) for an Original Lender, the amount set opposite its name in Part 2 of Schedule 1 (Original Parties) under the heading **Revolving Credit Commitments** and the amount of any other Revolving Credit Commitment it acquires; and
- (b) for any other Lender, the amount of any Revolving Credit Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Facility Agreement.

"Revolving Credit Facility" means the revolving credit facility referred to in Subclause 2.2. of the Facility Agreement.

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

"Second Intra-Group Loan Agreement" means the intra-group loan agreement dated on or about the date of the Priority Deed between Repairdesign Limited and certain members of the Group.

"Secured Liabilities" means 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 to the Finance Parties (or any of them) under each or any of the Senior Finance Documents 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, 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.

"Security Agent" means Lehman Brothers Bankhaus AG, London Branch as agent and trustee for itself and each of the Finance Parties.

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

"Security Documents" 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 22.30 of the Facility Agreement.

"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 security 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.

"Senior Finance Document" means:

- (a) the Facility Agreement;
- (b) a Fee Letter;
- (c) an Accession Deed;
- (d) a Transfer Certificate;
- (e) an Ancillary Facility Document;
- (f) a Hedging Document;
- (g) a Security Document;
- (h) the Priority Deed;
- (i) a Compliance Certificate;
- (j) a Margin Certificate;
- (k) a Request;
- (l) a Documentary Credit; or
- (m) any other document designated as such by the Facility Agent and Laurel Pub Holdings Limited,

and includes any and each other agreement or instrument supplementing or amending any of such documents.

"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 to the Debenture.

"Subscription Agreement" means the investment and shareholders agreement dated 22nd May, 2001 between Laurel Pub Holdings Limited, Morgan Grenfell Private Equity Limited, Morgan Grenfell Development Capital Syndications Limited and the Original Investor (as defined therein) and relating to the subscription for shares in the Company.

"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

an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles (each a **"Subsidiary"** and together the **"Subsidiaries"**)

"Term Loan Commitment" means:

- (a) for an Original Lender, the amount set opposite its name in Part 2 of Schedule 1 (Original Parties) under the heading **Term Loan Commitments** and the amount of any other Term Loan Commitment which it acquires; and
- (b) for any other Lender, the amount of any Term Loan Commitment which it acquires,

in each case to the extent not cancelled, transferred or reduced under the Facility Agreement.

"Term Loan Facility" means the term loan facility referred to in Subclause 2.1. of the Facility Agreement.

"Transfer Certificate" means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) of the Facility Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and Laurel Pub Holdings Limited.

SCHEDULE 1

The Mortgaged Property

All that leasehold property known as Unit A, Theatre District, Milton Keynes as the same was demised by a lease dated 15 October 1999 made between (1) Deutsche Bank Custodial Services (C.I.L) Limited and (2) Whitbread Plc as the same is registered at HM Land Registry with title absolute under title number BM247000.

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 SUPPLEMENTAL CHARGE DATED THE 25th SEPTEMBER 2003 AND CREATED BY TARGET PIL CORE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR 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 14th OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th OCTOBER 2003.

DC



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —