

M

COMPANIES FORM No. 395

088277/13

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[310]

5562644

Name of company

* TCG ACQUISITIONS LIMITED

Date of creation of the charge

7 May 2009

(24/02/09)

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

Standard Security

Amount secured by the mortgage or charge

All monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred to the Lender (and/or to the Hedging Counterparty) under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs, charges and expenses or under the Deed (the "Liabilities")

See continuation sheet for definitions.

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

ANGLO IRISH BANK CORPORATION PLC ("the Lender") of 10 Old Jewry, London.

Postcode EC2R 8DN

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

McClure Naismith LLP
3 Ponton Street
Edinburgh
EH3 9QQ

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



CP2

14/05/2009

1007

COMPANIES HOUSE

ALL and WHOLE the tenant's interest in the Lease between Whiteburn Holyrood Limited and Scottish and Newcastle PLC dated 1 and 23 October 2002 and registered in the Books of Council and Session on 18 July 2003 and in the Land Register of Scotland under Title Number MID40832 of the subjects known as The Tun, Unit 1, Holyrood Road, Edinburgh

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 12/5/09

On behalf of ~~XXXXXX~~ [mortgagee/~~XXXXXX~~]

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No _____
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

5562644

Name of Company

TCG ACQUISITIONS LIMITED

Limited*

* delete if
inappropriate

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

Acquisition Agreement

(as defined in the Facility Agreement) the business sale agreement dated on or around the date of this agreement relating to the sale and purchase of the Business and made inter alia between the Vendor (1) and the Borrower (2);

Acquisition Documents

(as defined in the Facility Agreement) the Acquisition Agreement, the Disclosure Letter, the Transitional Services Agreement and any other document designated as an "Acquisition Document" by the Lender and the Borrower;

Additional Guarantor

(as defined in the Facility Agreement) any party (including without limitation, the Unit Trust A and the Unit Trust B) who accedes to the Facility Agreement and the Guarantee after the date of the Facility Agreement;

Alchemy

(as defined in the Facility Agreement) the limited partners managed by Alchemy Partners (Guernsey) Limited and the nominee companies of those limited partners being currently Alchemy Nominees Limited;

Borrower

TCG Holdings Limited (registered in Guernsey with number 43675);

Business

(as defined in the Facility Agreement) the business of operating managed pubs and the legal and beneficial owner and manager of the Properties or the relevant Properties carried on or to be carried on by the Obligors or the relevant Obligor;

Causes of Action

all causes of action and other rights and remedies which the Chargor has or may have in relation to the Business and/or the Charged Assets including those against its professional and other advisers and contractors;

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

<i>Charged Assets</i>	(as defined in the Facility Agreement) each and all of the assets, property, undertaking and other interests from time to time in respect of which a Security Interest has been created or intended to be created under a Finance Document and the subject matter of each of them;
<i>Chargor</i>	the Company and TCG Holdings Limited (Guernsey company number 43675) and TCG Acquisitions Limited (Company Number 5562644) and their respective successors in title and assigns;
<i>Company</i>	TCG Property Management Limited (registered in England and Wales with company number 5562699);
<i>Compensation Payment</i>	monies paid or payable in connection with the Business and/or the Charged Assets by way of compensation, endowment, gift, grant or otherwise;
<i>Completion</i>	as defined in the Facility Agreement;
<i>Deposit Account</i>	(as defined in the Facility Agreement) the account held in the name of the Borrower with the Lender or the Account Bank details of which shall be notified to the Lender in writing;
<i>Disclosure Letter</i>	(as defined in the Facility Agreement) the disclosure letter addressed to the Borrower from the Vendor in connection with the Acquisition Agreement;
<i>Facility Agreement</i>	a facility agreement dated 17 th September 2005 and made between the Lender (1) the Borrower (2) and Opco and TCG Property Management Limited (3) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it;
<i>Finance Documents</i>	as defined in the Facility Agreement;
<i>Group</i>	as defined in the Facility Agreement;
<i>Guarantee</i>	as defined in the Facility Agreement;
<i>Guarantors</i>	(as defined in the Facility Agreement) an Original Guarantor and/or an Additional Guarantor;
<i>Headlease</i>	(as defined in the Facility Agreement) any lease or underlease under which any Obligor holds a Property as tenant;
<i>Hedging Arrangement</i>	(as defined in the Facility Agreement) any currency swap or interest rate swap, cap and/or collar, forward rate, fixed deposit and any other similar financial hedging arrangement in relation to the Finance Documents;

Please complete
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Hedging Counterparty

(as defined in the Facility Agreement) the party or parties to the Hedging Arrangement other than the Borrower whether or not such party is the Lender;

Insurances

(as defined in the Facility Agreement) all insurances from time to time taken out in respect of the Business and/or the Charged Assets and all buildings, structures, plant, machinery and equipment included in or on the Properties and any Obligor's interest in all other insurance policies taken out in relation to the Finance Documents and all monies from time to time payable in respect of them;

Intellectual Property

(as defined in the Facility Agreement) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets of each Obligor;

Investments

the existing or future interest of the Chargor in:

- (a) the entire issued share capital of the Guarantors;
- (b) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity;
- (c) any unit in any unit trust or similar scheme;
- (d) any warrant or other right to acquire any such investment,

together with all related stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise and any related income, offer, right or benefit and, to the extent not otherwise charged by the Deed, any income, offer, right or benefit in respect of any such investment;

Investors

as defined in the Facility Agreement;

Investors Support Agreement

(as defined in the Facility Agreement) deed of undertaking entered into or to be entered into between inter alia Alchemy and the Borrower whereunder the Investors agree to provide certain financial support to the Borrower;

Lender

the party identified above as the Lender including its successors in title and assigns;

Licences

(as defined in the Facility Agreement) each and all of the grants, authorities, licences, quotas, certificates, justices and excise licences, music and dancing licences now or in future attached to the Charged Assets and/or pertaining to the conduct of the Business, or used in connection with it;

Please complete
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<i>Manco</i>	(as defined in the Facility Agreement) TCG Property Management Limited (registered in England & Wales under company number 5562699) the registered office of which is at 10 Norwich Street, London EC4A 1BD;
<i>Movables</i>	(except to the extent that in law they constitute fixtures or the stock in trade of the Chargor) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, apparatus, computers, vehicles, tools, implements, utensils and all other chattels and items used or intended to be used in connection with the Charged Assets including all Manuals;
<i>Obligors</i>	(as defined in the Facility Agreement) each and all of the Borrower and the Guarantors;
<i>Occupational Leases</i>	(as defined in the Facility Agreement) each and all of the leases and/or agreements for lease and/or licences or other occupational interests subject to which any Obligor's interest in any Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them other than any leases, agreements for lease, licences or other occupational interests to which Obligors are both landlord and tenant or licensor and licensee;
<i>Opco</i>	TCG Acquisitions Limited (registered in England & Wales with company number 5562644) the registered office of which is at 10 Norwich Street, London EC4A 1BD;
<i>Original Guarantor</i>	(as defined in the Facility Agreement) Opco and Manco;
<i>Permitted Disposal</i>	as defined in the Facility Agreement;
<i>Permitted Security Interest</i>	as defined in the Facility Agreement;
<i>Proceeds Account</i>	(as defined in the Facility Agreement) the account, held with an account bank approved from time to time by the Lender, for holding Sale Proceeds;
<i>Properties</i>	as defined in the Facility Agreement;
<i>Sale Agreements</i>	(as defined in the Facility Agreement) each and all of the agreements now or in the future in force for the sale or other disposal or realisation of a Property and/or the Business, including a sale by the grant of a lease at a premium, but excluding the grant of a lease at a full open market rent;

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**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No _____
to Form No 395 and 410 (Scot)Please complete
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Company Number

5562644

Name of Company

TCG ACQUISITIONS LIMITED

Limited*

* delete if
inappropriate

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

<i>Sale Proceeds</i>	(as defined in the Facility Agreement) all capital monies or other sums or other consideration payable in respect of the Sale Agreements (whether before, at or after completion) including any VAT (if any) payable on them;
<i>Security Interest</i>	any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, assignation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset;
<i>Senior Management</i>	(as defined in the Facility Agreement) the senior management of the Group (as defined in the Facility Agreement) being Peter Brook or such other individual or individuals which may from time to time be agreed in writing as such by the Lender;
<i>Service Contract</i>	a service contract of each member of Senior Management in the agreed form;
<i>Transitional Services Agreement</i>	(as defined in the Facility Agreement) the transitional services agreement under which the Vendor will provide management services for the Properties on behalf of the Borrower for the six month period from Completion;
<i>Trust</i>	any trust or trust fund including any pension fund;
<i>Unit Trust A</i>	(as defined in the Facility Agreement) Maple 1 Unit Trust;

Unit Trust B

(as defined in the Facility Agreement) Maple 2 Unit
Trust;

VAT

value added tax as provided for in the Value Added
Tax Act 1994 and any similar or substitute tax; and

Vendor

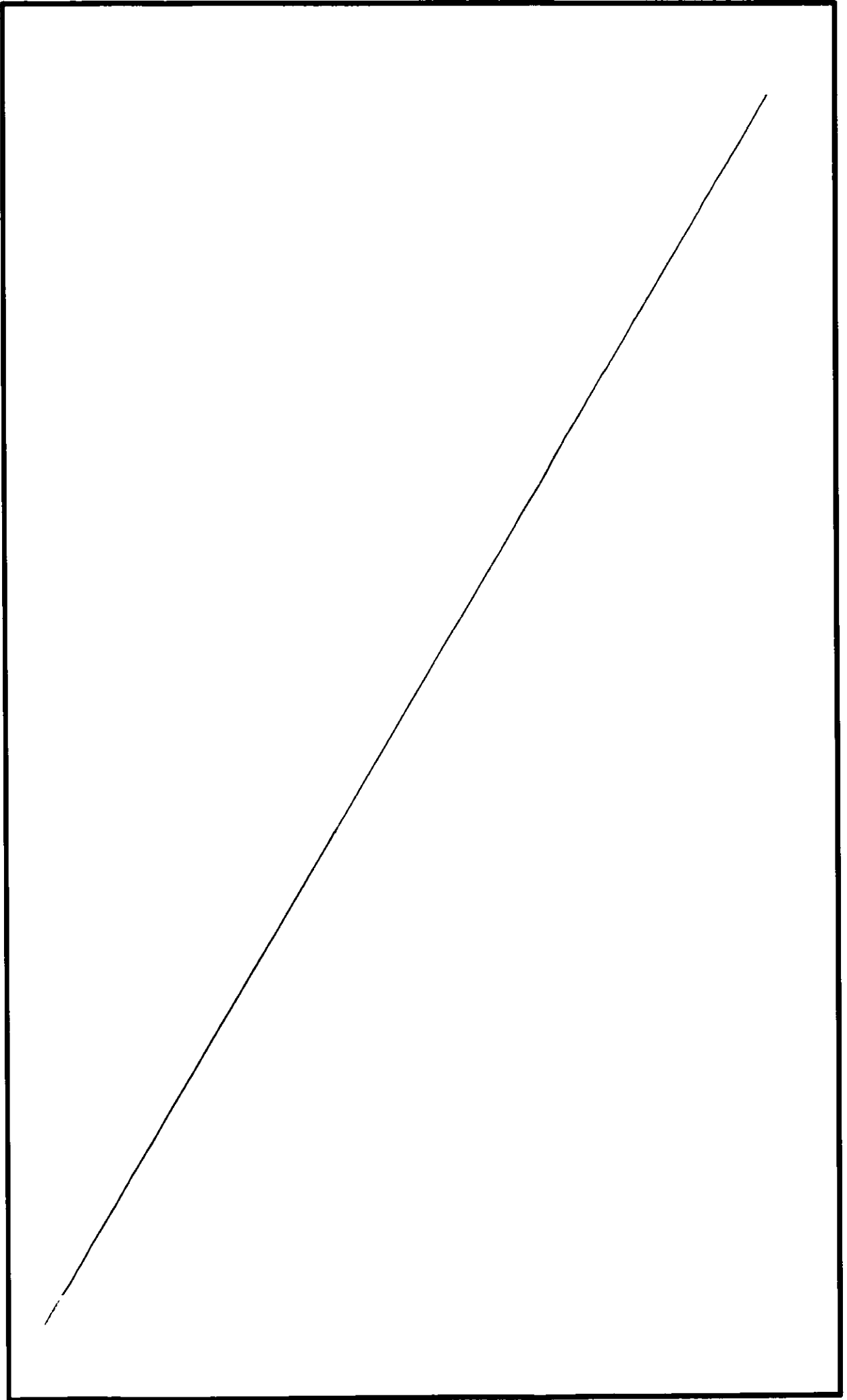
as defined in the Facility Agreement.

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

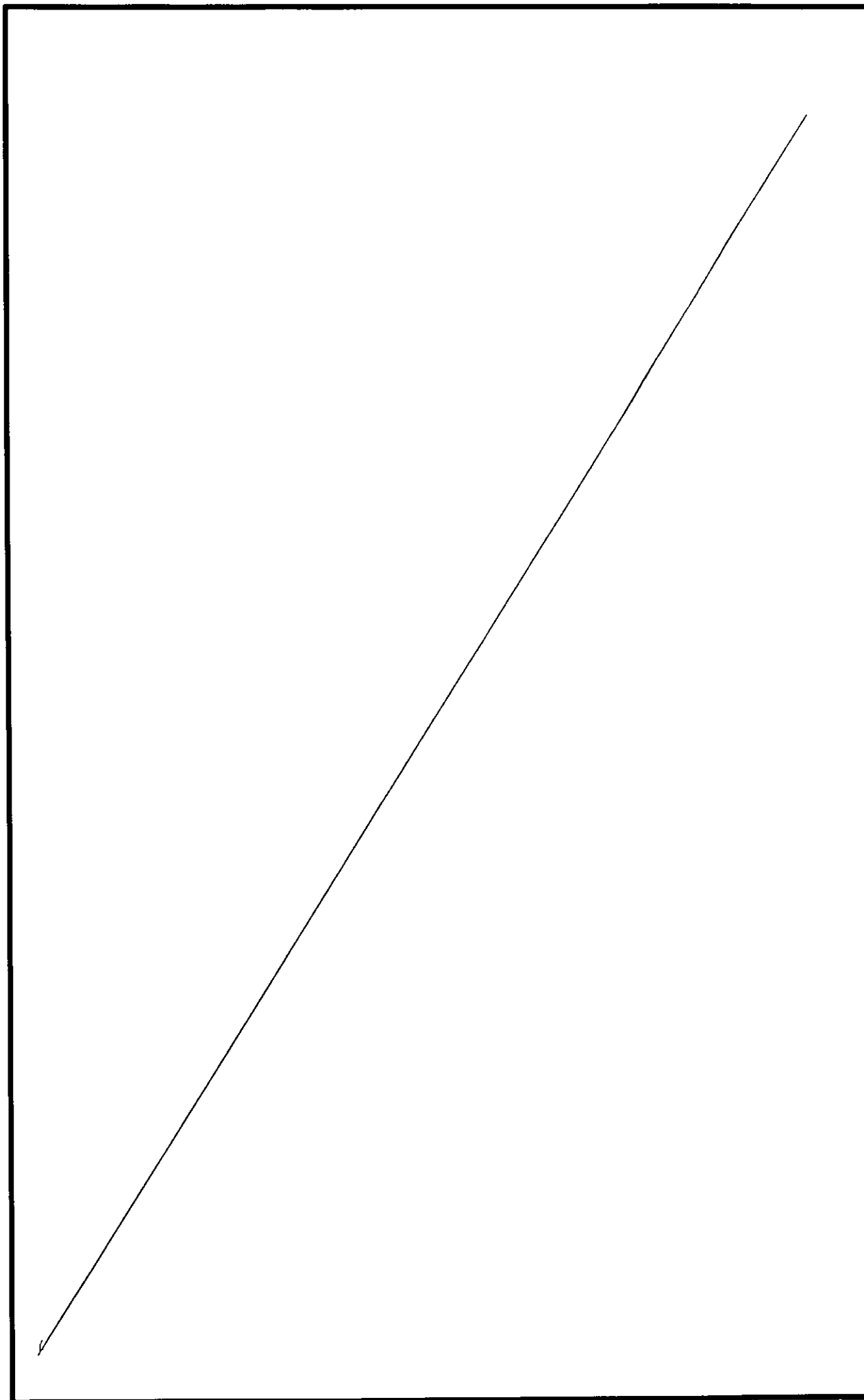
Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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



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



M

COMPANIES FORM No. 398

Notice of registration in
Scotland or Northern Ireland
of a charge comprising property
situate there

398

CHFP025

Please do not
write in
this margin

Pursuant to section 398(4) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

Company number

5562644

Name of company

* insert full name
of company

* TCG ACQUISITIONS LIMITED ("the Company")

| Robert Andrew Binning

of McClure Naismith LLP, 3 Ponton Street, Edinburgh EH3 9QQ

§ give date and
parties to charge


certify that the charge § dated 24 February 2009 between the Company and
Anglo Irish Bank Corporation PLC

† delete as
appropriate

of which a true copy is annexed to this form was presented for registration on 7 May 2009

in [Scotland] ~~XXXXXXXXXXXX~~

Signed



Date

12/5/09

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

McClure Naismith
3 Ponton Street
Edinburgh
EH3 9QQ

ED135 Rutland Square

For official Use
Mortgage Section

Post room

Notes

The address for the Registrar of Companies is:-

Companies House
Crown Way
Cardiff
CF14 3UZ



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5562644

CHARGE NO. 30

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 7
MAY 2009 AND CREATED BY TCG ACQUISITIONS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANGLO IRISH BANK CORPORATION PLC
(AND/OR TO THE HEDGING COUNTERPARTY) ON ANY
ACCOUNT WHATSOEVER 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 14 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MAY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES