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COMPANIES FORM No. 395

2004321 2035

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[][][][][][]

03066224

Name of company

* R & L Properties No. 3 Limited (the **Chargor**)

Date of creation of the charge

22 December 2006

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

A security agreement dated 22 December 2006 between, amongst others, the Chargor and Barclays Bank plc (the **Facility Agent**) as agent and trustee for the Finance Parties (as defined below) (the **Deed**).

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 to any Finance Party under each Finance Document, except for any obligation which, if it were so included, would result in the Deed contravening Section 151 to Section 158 of the Companies Act 1985 (the **Secured Liabilities**).

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

Barclays Bank plc, 1 Churchill Place, London

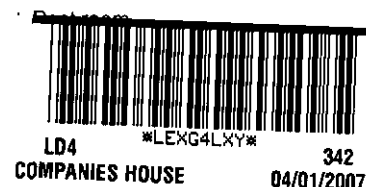
Postcode E14 5HP

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

Allen & Overy LLP
One Bishops Square
London E1 6AO
DO / LT
BK:5539768.1

Time critical reference

For official Use (06/2005)
Mortgage Section



Short particulars of all the property mortgaged or charged

Please see continuation sheet.

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)

Nil

Signed

Allen & Overy LLP

Date 3 January 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

*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

Continuation Sheet

Short particulars of all the property mortgaged or charged

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed:
 - (i) is created in favour of the Facility Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties.

1.2 Land

- (a) The Chargor charged:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in the Schedule 1 (Real Property); and
 - (ii) (to the extent that they are not either the subject of a mortgage under sub-paragraph (i) above or freehold, feuhold or leasehold property in Scotland) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

1.3 Securities

- (a) The Chargor charged by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

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1.4 Plant and machinery

The Chargor charged by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

1.5 Credit balances

The Chargor charged by way of a first fixed charge all of its rights in respect of any amount (other than the Enterprise Deposit) standing to the credit of any account (including any account contemplated by the Credit Agreement or the Deed) it has with any person and the debt represented by it.

1.6 Book debts etc.

The Chargor charged by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

1.7 Insurances

The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

1.8 Hedging

The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Arrangements.

1.9 Other contracts

The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease document;
- (b) in respect of all Total Income;
- (c) under any guarantee of Total Income contained in or relating to any Lease document;
- (d) under the Framework Agreement;
- (e) under each Acquisition Document;
- (f) under the Management Agreement;
- (g) under the Brand Supply Agreement;
- (h) under each Subordinated Loan;

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- (i) under any agreement relating to the purchase of a property by the Chargor;
- (j) under the Asset and Business Transfer Agreement;
- (k) under the Asset Transfer Agreement; and
- (l) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of Clause 2.9 (Other contracts) of the Security Agreement.

1.10 Miscellaneous

The Chargor charged by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

1.11 Floating charge

- (a) The Chargor charged by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under Clause 2.11 (Floating charge) of the Security Agreement.
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by Subclause 2.11(a) of the Security Agreement into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by Subclause 2.11(a) of the Security Agreement may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000.
- (d) The floating charge created by Subclause 2.11(a) of the Security Agreement will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed.

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- (e) The floating charge created by Subclause 2.11(a) of the Security Agreement is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2. RESTRICTIONS ON DEALINGS

2.1 Security

Except as expressly allowed in the Credit Agreement, the Chargor must not create or permit to subsist any Security Interest on any Security Asset (except for this Security).

2.2 Disposals

Except as expressly allowed in the Credit Agreement, the Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Deed.

3. INTERPRETATION

In this Form 395:

Acquisition means:

- (a) the acquisition (including by way of share purchase) by Propco 1 or Bidco of each Pub in the Core Estate the title to which Propco 1 or Bidco will acquire is either:

(i) freehold; or

(ii) leasehold not requiring:

(A) landlord consent in connection with its transfer to Propco 1 or Bidco; or

(B) charge in favour of the Facility Agent,

in each case in accordance with the relevant Acquisition Documents,

in each case subject to third party tenancies which are not tenancies at will,

(Asset Acquisition 1);

- (b) the acquisition (including by way of share purchase) by Propco 1 or Bidco of each Pub in the Core Estate the title to which Propco 1 or Bidco will acquire is either:

(i) freehold, with third party tenancies which are tenancies at will; or

(ii) leasehold (whether or not with third party tenancies which are tenancies at will) requiring landlord consent in connection with:

(A) its transfer to Propco 1 or Bidco; or

(B) charge in favour of the Facility Agent,

in each case in accordance with the relevant Acquisition Documents,

(Asset Acquisition 2); or

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- (c) the acquisition by Propco 2 of each Pub in the Disposal Estate (the **Disposal Estate Acquisition**).

Acquisition Agreement means:

- (a) the business transfer agreement between Enterprise Inns PLC, Unique Pub Properties Limited, Propco 1 and Bidco dated on or about the date of the Credit Agreement;
- (b) the share purchase agreement between Scottish & Newcastle PLC and Propco 1 on or about the date of the Credit Agreement; or
- (c) the asset purchase agreement between Valefrost Limited and Kilt Bidco Limited dated on or about the date of the Credit Agreement,

together, the **Acquisition Agreements**.

Acquisition Document means:

- (a) the Acquisition Agreements; and
- (b) the Disclosure Letters.

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement.

Administrative Party means the Arranger or the Facility Agent.

Arranger means Barclays Capital (the investment banking division of Barclays Bank plc), in its capacity as arranger.

Asset and Business Transfer Agreement means the asset and business transfer agreement dated 19 December 2006 between Kilt Bidco Limited as seller and R & L Properties No. 2 Limited as purchaser.

Asset Transfer Agreement means the asset transfer agreement dated 19 December 2006 between Kilt Bidco Limited as seller and R & L Properties No. 1 Limited as purchaser.

Assignment of Rent means an assignment of rent entered into or to be entered into by an Obligor in favour of the Facility Agent.

Bidco means Kilt Bidco Limited (a company incorporated in the Cayman Islands with registered number mc-176759).

Bidco Intercompany Loan means the loan agreement under which a loan of £35,000,000 is advanced or to be advanced by Propco 2 to Bidco.

Borrower means Propco 1 or Propco 2.

Brand Supply Agreement means the brand supply agreement dated on or about the date of Closing between, among others, Scottish & Newcastle plc, Scottish & Newcastle Limited and Propco 2 relating to the supply of beer, cider and other products.

Brand Supply Agreement Direct Agreement means:

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- (a) the direct agreement dated on or about the date of the Credit Agreement between, among others, Bidco, the Borrowers, the Managing Agent, the Managing Agent Guarantor and the Facility Agent, relating to the Brand Supply Agreement; and
- (b) any other direct agreement entered into in connection with a Brand Supply Agreement and designated as such by the Borrowers and the Facility Agent.

Cayman Islands Security Agreement means a security agreement governed by the laws of The Cayman Islands entered into or to be entered into by Bidco in the agreed form.

Closing means the date on which the Acquisition is completed under the Acquisition Documents.

Core Estate means the Pubs listed in Schedule 7 (Estate) of the Credit Agreement.

Counterparty means Barclays Bank plc, as counterparty to certain hedging arrangements.

Credit Agreement means the £144,125,000 credit agreement dated 20 November 2006 between (among others) the Chargor and the Facility Agent, as amended by a side letter dated 4 December 2006.

Deed means the security agreement dated 4 December 2006 between (among others) the Chargor and the Facility Agent.

Direct Agreement means a Management Agreement Direct Agreement or Brand Supply Agreement Direct Agreement.

Disclosure Letter has the meaning given to it in each Acquisition Agreement.

Disposal Estate means the Pubs listed in Schedule 8 (Disposal Estate) of the Credit Agreement.

Enterprise Deposit means the principal sum of £500,000 together with all interest accrued thereon deposited in a designated account and secured in favour of Enterprise Inns PLC.

Event of Default means an event specified as such in Clause 21 (Default) of the Credit Agreement.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Finance Parties and the Borrowers setting out the amount of certain fees referred to in the Credit Agreement.

Finance Document means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) any Hedging Arrangement;
- (d) a Guarantor Accession Agreement;
- (e) a Resignation Request;
- (f) a Fee Letter;
- (g) the Priority Deed;

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- (h) a Direct Agreement;
- (i) a Transfer Certificate;
- (j) the Mandate Letter; or
- (k) any other document designated as such by the Facility Agent and the Borrowers.

Finance Party means:

- (a) a Lender;
- (b) the Counterparty; or
- (c) an Administrative Party.

Framework Agreement means the framework deed dated on or about the date of the Credit Agreement between, among others, Scottish & Newcastle PLC, Scottish & Newcastle UK Limited, Fountain Pub Company Limited, Scottish & Newcastle Pub Enterprises (Management) Limited, Propco 1, Propco 2, Bidco, the Tchenguiz Family Trust, Trivoli Enterprises Limited and Pariza Limited.

Frostcity Holdco Loan means the series A loan note under which a loan of £4,875,000 is advanced or to be advanced to Holdco by Frostcity Limited.

Group means Holdco and its subsidiaries.

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a guarantor in accordance with the Credit Agreement.

Guarantor Accession Agreement means a letter, substantially in the form of Part 2 of Schedule 5 (Form of Accession Documents) of the Credit Agreement, with such amendments as the Facility Agent and the Borrowers may agree.

Hedging Arrangement means any interest hedging arrangement entered into by a Borrower in connection with interest payable under the Credit Agreement in accordance with the Credit Agreement and a Hedging Letter.

Hedging Letter means a letter dated on or about the date of the Credit Agreement and any other letter between a Borrower and the Facility Agent relating to the interest hedging arrangements to be effected by that Borrower.

Holdco means Retail & Licensed Properties Limited (a company incorporated in England and Wales with registered number 05985636).

Lease means any lease or licence or other right of occupation or right to receive rent to which a Pub may at any time be subject.

Lender means:

- (a) the Original Lender; and
- (b) any person who becomes a New Lender pursuant to Clause 29 (Changes to the Parties) of the Credit Agreement.

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Management Agreement means the management agreement dated on or about the Closing between, among others, the Managing Agent and the Borrowers relating to the management of the Pubs.

Management Agreement Direct Agreement means:

- (a) the direct agreement dated on or about the date of the Credit Agreement between the Borrowers, the Managing Agent, the Managing Agent Guarantor and the Facility Agent, relating to the Management Agreement; or
- (b) any other direct agreement entered into in connection with a Management Agreement and designated as such by the Borrowers and the Facility Agent.

Managing Agent means Scottish & Newcastle Pub Enterprises (Management) Limited (registered number SC250925), or any other person appointed as managing agent pursuant to a Management Agreement.

Managing Agent Guarantor means Scottish & Newcastle plc (registered no. SC016288).

Mandate Letter means the letter dated on or about the date of the Credit Agreement between, among others, the Borrowers, the Lender and the Arranger.

New Lender means any person to whom a Lender assigns or transfers (including by way of novation) any of its rights and obligations under the Credit Agreement.

Obligor means a Borrower or a Guarantor.

Original Guarantor means Holdco, Propco 1, Propco 2 and Bidco.

Original Lender means Barclays Bank plc.

Party means a party to the Credit Agreement.

Priority Deed means the priority deed dated on or about the date of the Credit Agreement between, among others, the Parties and certain other investors in and creditors of the Group.

Propco 1 means R & L Properties No. 1 Limited (a company incorporated in England and Wales with registered number 05985661).

Propco 2 means R & L Properties No. 2 Limited (a company incorporated in England and Wales with registered number 05996973).

Pub means any property, being a public house or other licensed premises, used for the lawful sale of intoxicating liquor for consumption on the premises and other ancillary uses including facilities for catering and/or accommodation (if any), and the business and undertaking associated with that property.

Resignation Request means a letter in the form of Schedule 5 (Form of Resignation Request) of the Credit Agreement.

S&N Holdco Loan means the series A loan note under which a loan of £1,625,000 is advanced or to be advanced to Holdco by Scottish & Newcastle plc.

S&N Propco 1 Loan means the series C loan note under which a loan of £2,916,525 is advanced or to be advanced to Propco 1 by Fountain Pub Company Limited.

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Scottish Standard Security means a standard security entered into or to be entered into by any Obligor in the agreed form.

Security means any security created by the Deed.

Security Agreement means a security agreement dated on or about the date of the Credit agreement between the Borrowers, Holdco, Bidco and the Facility Agent in the agreed form.

Security Assets means all assets of the Chargor the subject of any security created by the Deed.

Security Documents means:

- (a) a Security Agreement;
- (b) a Scottish Standard Security;
- (c) an Assignment of Rent;
- (d) a Cayman Islands Security Agreement; and
- (e) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to the Finance Parties under the Finance Documents.

Security Interest means any mortgage, standard security, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Shareholder Disposal Bridge Loan means the series B loan note under which:

- (a) a loan of £2,850,000 is advanced or to be advanced to Propco 2 by Frostcity Limited; and
- (b) a loan of £950,000 is advanced or to be advanced to Propco 2 by Scottish & Newcastle plc.

Subordinated Loan means:

- (a) the S&N Propco 1 Loan;
- (b) the Shareholder Disposal Bridge Loan;
- (c) the Bidco Intercompany Loan;
- (d) the S&N Holdco Loan; and
- (e) the Frostcity Holdco Loan.

Tenant Contributions means any amount paid or payable to a Borrower by any tenant of a Pub or any other occupier of a Pub, by way of:

- (a) contribution to:
 - (i) insurance premia;
 - (ii) the cost of an insurance valuation;
 - (iii) a service charge in respect of the Borrowers' costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Pub; or

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- (iv) a sinking fund; or
- (b) value added tax or similar taxes.

Total Income means the aggregate of all amounts paid or payable to or for the account of an Obligor in connection with any Pub, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of a Borrower;
- (d) any other moneys paid or payable in respect of occupation and/or usage of a Pub and any fixture and fitting on a Pub including any fixture or fitting on a Pub for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) if such surrender or variation is permitted under the Credit Agreement and subject to any conditions which may apply to that permission, any sum paid or payable, or the value of any consideration given, for the surrender or variation of any tenancy;
- (g) any sum paid or payable by any guarantor of any occupational tenant under any tenancy;
- (h) any amount in connection with the supply of beer, amusement with prizes and other products;
- (i) any Tenant Contributions; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by a Borrower in connection with such changes, compensation or settlement.

Transfer Certificate means a certificate, substantially in the form of Part 1 of Schedule 5 (Form of Accession Documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrowers.

Continuation Sheet

SCHEDULE 1

REAL PROPERTY

| No. | Property | Tenure | Title Number |
|-----|---|-----------|-----------------|
| 1. | The Caledonian (formerly Barcode), 17 Botchergate, Carlisle CA1 1QP | Freehold | CU166351 |
| 2. | Three Travellers, Wood Lane, Beacontree, Romford, RM10 7DS | Freehold | EGL415530 |
| 3. | Malborough Arms, 163 Mawney Road, Romford, RM7 8AB | Freehold | EGL415881 |
| 4. | Bitter End (formerly Ford and Firkin), 15 and 17 High Street, Romford, RM1 1JU | Freehold | EGL416470 |
| 5. | Eagle and Hawk, 78 Chapel Street, Leigh, WN7 2PQ | Freehold | GM891217 |
| | Land and buildings on the West of Mathers Lane, Leigh | Leasehold | GM70900 |
| 6. | The Wellington Hotel, 22 East Bank Street, Southport, PR8 1DT | Freehold | MS438044 |
| 7. | Bohemia (formerly Bedroom), Micklegate, YO1 1LB | Freehold | NYK140971 |
| 8. | Grand Junction, 13 High Street, MK18 1NT forming part of the land registered under title number BM256402 as the same was transferred by a transfer dated 4 December 2006 made between (1) Valefrost Limited and (2) Kilt Bidco Limited | Freehold | To be allocated |
| 9. | All those leasehold interests vested in R & L Properties No. 1 Limited in each property listed in property numbers 1 to 8 above as are comprised and more particularly described in a sublease dated 18 December 2006 between (1) Kilt Bidco Nominee Limited and (2) Kilt Bidco Limited, the freehold reversions to which are registered at the Land Registry under the title numbers listed above in relation to property numbers 1 to 8 above | Leasehold | To be allocated |
| 10. | Boars Head Hotel, Church Street, Bishops Castle, SY9 5AE | Freehold | SL39666 |
| 11. | The Boatmans Rest, Edmunds Road, Worsbrough, S70 4TD | Freehold | SYK121311 |
| | Land adjoining the Boatmans Rest, Edmunds Road, Worsbrough, S70 4TD | Freehold | SYK396422 |
| 12. | Castle Hotel, High Street, Porlock | Freehold | ST51382 |
| | Wyndham, High Street, Porlock | Freehold | ST56179 |

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| No. | Property | Tenure | Title Number |
|-----|---|----------|--------------|
| 13. | 58 Heene Road, Worthing | Freehold | SX69385 |
| | 60 Heene Road, Worthing, BN11 3RG | Freehold | SX70422 |
| | 54 Heene Road, Worthing, BN11 3RG | Freehold | SX49263 |
| | Chipton Hotel, 56 Heene Road, Worthing, BN11 3RG | Freehold | SX42954 |
| | 56 Heene Road, Worthing, BN11 3RG | Freehold | SX70097 |
| 14. | The Duke William Inn, Town Street, Askham, NG22 0RS | Freehold | NT199039 |
| 15. | The Fiddlers Inn, 55 Cemetery Road, Hemingfield, S73 0QD | Freehold | SYK495235 |
| 16. | The Malt Shovel Inn, 27 Main Street, Barkby, Leicester, LE7 3QG | Freehold | LT217079 |
| 17. | 54 Market Street, Wellington, Telford, TF1 1DT | Freehold | SL84569 |
| 18. | The Red Lion Hotel, 5 New Street, Halstead, CO9 1DH | Freehold | EX29280 |
| 19. | 107 High Street, Measham DE12 7JB | Freehold | LT244957 |
| 20. | 13 Front Street, Pontefract, WF8 1DA | Freehold | WYK568755 |
| 21. | 30-31 The Parade, Walton-on-the-Naze CO14 8AP | Freehold | EX638005 |
| 22. | The White Lion, 32 Broad Street, Brinklow CV23 0NL | Freehold | WK340675 |
| 23. | The Bulls Head Public House, 2 Church Street, Hayfield, High Peak, SK22 2JE | Freehold | DY252739 |
| 24. | The Olde Ship Inn, 89 London Road, Long Sutton PE12 9EE | Freehold | LL150456 |
| 25. | The Sun Inn, Catherine Street, Frome BA11 1DA | Freehold | ST157481 |
| 26. | Harp Inn, High Street, Bangor LL57 1NS | Freehold | CYM98802 |
| 27. | The Five Ways Hotel, Angel Place WR1 3QH | Freehold | HW14299 |
| 28. | The Red Lion Public House, Peterborough Road, Warmington PE8 6TN | Freehold | NN147633 |
| 29. | The Vaults, Market Place, Uppingham LE15 9QH | Freehold | LT378507 |
| 30. | The Bourne Arms Hotel, Bourne May Road, and land on the south side of Bourne May Road, Knott End-on-sea | Freehold | LA797413 |
| 31. | The Bay, Denton Mills, Denton Holme and land lying to the south | Freehold | CU177729 |
| 32. | Land to the north of the Crown Inn, Askrigg | Freehold | NYK211590 |

Continuation Sheet

| No. | Property | Tenure | Title Number |
|------------|---|---------------|---------------------|
| | The Crown Inn, Askrigg, Leyburn DL8 3HQ | Freehold | NYK322480 |
| 33. | The Crown Inn, Kirkoswald, Penrith CA10 1DQ | Freehold | CU121227 |
| 34. | The White Swan Inn, Main Street, Bubwith, YO8 7LT | Freehold | HS215176 |
| 35. | The Crown Inn, Main Street, Shap, CA11 7QP | Freehold | CU201998 |
| 36. | Black Swan Inn, Norby, Thirsk, YO7 1BG | Freehold | NYK325888 |
| 37. | 394 Anlaby Road, Kingston Upon Hull, HU3 6PB | Freehold | HS115045 |
| 38. | 90 Queen Street, Withernsea, HU19 2HB | Freehold | HS129377 |
| 39. | 398 Holderness Road, Kingston Upon Hull, HU9 3DW | Freehold | HS197023 |
| 40. | Heritage Public House, 31 Queen Street, Kingston Upon Hull, HU1 1UU | Freehold | HS114709 |
| 41. | 64-70 (even) Newland Avenue, Kingston Upon Hull, HU5 3AB | Freehold | HS244207 |
| | 130 De Grey Street, Kingston Upon Hull, HU5 2RR | Freehold | HS34994 |
| 42. | All the leasehold interests vested in R & L Properties No.1 Limited in each property listed in property numbers 10 to 41 above as are comprised and more particularly described in a sublease dated 19 December 2006 between (1) R & L Properties No. 2 Limited and (2) R & L Properties No. 1 Limited, the freehold reversions to which are registered at the Land Registry under the title numbers listed above in relation to property numbers 10 to 41 above. | Leasehold | To be allocated |

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03066224

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 22nd DECEMBER 2006 AND CREATED BY R&L PROPERTIES NO. 3 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY 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 4th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2007.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES