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

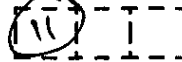
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05895613

Name of company

* GRS Pub Investments Limited (Chargor)

Date of creation of the charge

11 August 2009

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

Supplemental legal charge between the Chargor and the Security Trustee (as defined below) (Deed).

Amount secured by the mortgage or charge

All and any moneys, obligations and liabilities at the date of the Deed or at any time in the future due owing or incurred by any Obligor to the Finance Parties (or any of them) in whatever currency denominated whether actually or contingently and whether alone or jointly with any other person and whether as principal or surety under the Finance Documents including all interest, commissions, fees and all legal and other costs, charges and expenses which the Finance Parties (or any of them) may charge any Obligor or incur under any Finance Document (Secured Liabilities).

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

Anglo Irish Bank Corporation Limited (formerly Anglo Irish Bank Corporation Plc) (incorporated in the Republic of Ireland) of 10 Jewry, London (Security Trustee).

Postcode EC2R 8DN

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

Addleshaw Goddard LLP
Box 500, Companies House, 21
Bloomsbury Street, London, WC1B
3XD

ROBEL/307031/8414

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



LD3 20/08/2009 132
COMPANIES HOUSE

1. Fixed charge

(a) Charge

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 2(b) of the Deed, as shown in clause 1(b) of this form 395, charged in favour of the Security Trustee by way of first legal mortgage its right, title and interest in and to the Legally Mortgaged Property.

(b) Title guarantee

(i) Every disposition effected by the Deed is made with full title guarantee.

(ii) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

(Continued...)

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Adrian Golds LLP

Date 20 August 2009

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

Name of company

*insert full name
of Company

* GRS Pub Investments Limited (Chargor)

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)

Definitions

The following terms shall have the following meanings in this form 395:

Bankside Facilities Agreement means the facilities agreement dated 27 November 2006, between London Town Plc as Company, Bankside as borrower, the Company, Inns Portfolio and Draught Development as guarantors, Anglo Irish Bank Corporation plc as facility agent, arranger, security agent, original lender and hedger counterparty as amended and restated pursuant to amendment and restatement agreements dated 19 March 2007, 13 April 2007 and 21 December 2007 and as the same may be amended, varied, supplemented, restated and/or novated from time to time

Facility Agreement means each of the Inn Investment Facilities Agreement and the Bankside Facilities Agreement.

Finance Documents means the Finance Documents as defined in the Bankside Facilities Agreement and the Finance Documents as defined in the Inn Investment Facilities Agreement.

Finance Parties means the Finance Parties as defined in the Bankside Facilities Agreement and the Finance Parties as defined in the Inn Investment Facilities Agreement.

Inn Investment Facilities Agreement means the facilities agreement dated 27 November 2006 and between London Town Plc as company, Inn Investment as borrower, Inn Investment, Inns Portfolio and Draught Development as Guarantors, Anglo Irish Bank Corporation plc as facility agent, arranger, security agent, original lender and hedge counterparty as amended and restated pursuant to an amendment and restatement agreement dated 19 March 2007, as supplemented and amended pursuant to transaction schedules dated 13 April 2007 and 3 September 2007, and as further amended and restated pursuant to an amendment and restatement agreement dated 21 December 2007 and as the same may be amended, varied, supplemented, restated and/or novated from time to time.

Obligors means each of the following:

- (1) Bankside Developments Limited (registered in England and Wales under number 4111631) and whose registered office is at Emerald House, East Street, Epsom, Surrey KT17 1HS;
- (2) London Town plc (registered in England and Wales under number 2287654) and whose registered office is at Emerald House, East Street, Epsom, Surrey KT17 1HS;
- (3) Inn Investment Limited (registered in England and Wales under number 5895613) and whose registered office is at Emerald House, East Street, Epsom, Surrey, KT17 1HS;
- (4) Draught Development Limited (registered in England and Wales under number 5969627) and whose registered office is at Emerald House, East Street, Epsom, Surrey, KT17 1HS; and
- (5) Inn Portfolio Limited (registered in England and Wales under number 5969664) and whose registered office is at Emerald

Name of company

*insert full name
of Company

* GRS Pub Investments Limited (Chargor)

House, East Street, Epsom, Surrey, KT17 1HS.

Addendum 3/4

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

Addendum 4/4

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

(d) Tacking

The Security Trustee covenanted with the Chargor that it shall perform its obligations under any document creating or evidencing the Secured Liabilities (including any obligation to make available further advances).

Definitions

The following term shall have the following meaning in this form 395:

Legally Mortgaged Property means each freehold property specified in the schedule to the Deed as shown in the annex to this form 395.

ANNEX

Legally Mortgaged Property

Name	Address	Title Number
Wheatsheaf Inn	Church Road, Tattingstone, Ipswich, IP9 2LY	SK 95910



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

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

**COMPANY NO. 5895613
CHARGE NO. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 11 AUGUST 2009 AND CREATED BY GRS PUB
INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM ANY 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 20 AUGUST
2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 AUGUST 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**