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CHFP041

Please do not
write in
this marginPlease 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

395

02 7708/26

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

4

6293667

Name of company

R & L Properties No 5 Limited ("the Chargor")

Date of creation of the charge

6 September 2007

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

Assignment of Rents

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 any Finance Document, except for any obligation which, if it were so included, would result in the Assignment of Rents contravening Section 151 of the Companies Act 1985

SEE PAPER APART FOR DEFINITIONS

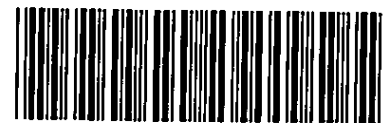
Names and addresses of the mortgagees or persons entitled to the charge

Barclays Capital Mortgage Servicing Limited (as agent and trustee), 1
Churchill Place, London E14 5HP

Postcode E14 5HP

Presenter's name, address and
reference (if any)Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN
AAT/BAR011 0110For official use (02/2006)
Mortgage Section

FRIDAY



AHK5TSYZ

A26

14/09/2007

249

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

The Chargor's whole right, title and interest in and to the Rental Income in respect of the Properties

SEE PAPER APART FOR DEFINITIONS

Please do not write in this margin

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

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

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

NONE

Signed

Date 11 September 2007

On behalf of [company] [mortgagee/chargee] †

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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

This is the Paper Apart referred to in the foregoing Form 395 in respect of the Assignment of Rents granted by R&L Properties No 5 Limited in favour of Barclays Capital Mortgage Servicing Limited as agent and trustee

Credit Agreement means the credit agreement dated 29 June 2007 between (among others) the Chargor and the Facility Agent as the same may be amended and supplemented from time to time

Finance Document has the meaning given to it in the Credit Agreement

Finance Party has the meaning given to it in the Credit Agreement

Rental Income shall mean the aggregate of all amounts payable to or for the benefit or account of the Chargor in connection with the letting of all or part of the Properties, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable

- (a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or wherever it is described, reserved or made payable,
- (b) any sum received from any deposit held as security for performance of any tenant's obligations to the extent not held on trust for that tenant,
- (c) a sum equal to any apportionment of rent all owed in favour of the Chargor under any contract to purchase the Properties,
- (d) any other moneys payable in respect of occupation and/or usage of the Properties and every fixture and fitting in the Properties and any and every fixture on the Properties for display or advertisement, on licence or otherwise,
- (e) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (f) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same less any costs, fees and expenses paid (which have not been reimbursed to, and are not recoverable by, the Chargor) in furtherance of the proceedings or claim,
- (g) any moneys payable under any policy of insurance in respect of loss of rent or interest on rent,
- (h) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender, renunciation or variation of any lease or occupancy agreement,
- (i) any sum payable by any guarantor of any tenant under any lease, and
- (j) any interest payable on and any damages, compensation or settlement payable in respect of any sum referred to above



Obligor has the meaning given to it in the Credit Agreement

the Properties means

ALL and WHOLE the subjects known as and forming MacGochans, 1 Longrow South, Campeltown, registered in the Land Register of Scotland under Title Number ARG308

ALL and WHOLE the subjects known as and forming Jack Dempseys, 1 Hillview Place, Alexandria, registered in the Land Register of Scotland under Title Number DMB51965

ALL and WHOLE the subjects known as and forming the Ship Inn, 21 Marketgate and 41a Ladybridge Street, Arbroath registered in the Land Register of Scotland under Title Number ANG25783

ALL and WHOLE the subjects known as and forming the Abbey Inn, Cupar Road, Newburgh, Cupar registered in the Land Register of Scotland under Title Number FFE22851

ALL and WHOLE those subjects known as 'Cross Keys', 118 and 120 Stirling Street, Alva, FK12 5EH being the subjects registered in the Land Register of Scotland under Title Numbers CLK6767 and CLK8302

ALL and WHOLE those subjects known as "Mickey Coyles" Public House, 21-23 Old Hawkhill, Dundee, DD1 5EU being the subjects registered in the Land Register of Scotland under Title Number ANG8934

ALL and WHOLE the subjects known as and forming the Thistle Bar, 1 Mill Street, Junction Place, Alloa, which are in the process of being registered in the Land Register of Scotland under title number CLK12360

ALL and WHOLE the subjects known as and forming The Wee Train, 22 Wallace Street, Galston, KA4 8HP being the subjects registered in the Land Register of Scotland under Title Number AYR42725

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06293667

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED THE 6th SEPTEMBER 2007 AND CREATED BY R & L PROPERTIES NO 5 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 14th SEPTEMBER 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th SEPTEMBER 2007

A handwritten signature in black ink, appearing to be 'R. J. Jones'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES