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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

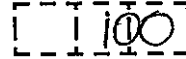
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2588480

Name of company

* THE DEVONSHIRE PUB COMPANY LIMITED ("~~THE~~ COMPANY")

Date of creation of the charge

13 FEBRUARY 1997

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

LEGAL CHARGE DATED 13 FEBRUARY 1997 MADE BETWEEN THE COMPANY (1) AND THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (2) ("THE BANK") ("THE LEGAL CHARGE")

Amount secured by the mortgage or charge

SEE ATTACHED SCHEDULE

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ST ANDREW'S CHAMBERS
21/22 PARK ROW LEEDS LS1 5JF

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

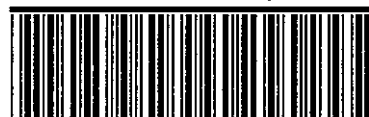
Walker Morris
Kings Court
12 King Street
LEEDS
LS1 2HL

REF: KXP

Time critical reference

For official use
Mortgage Section

Post room



HLE *H3KANTHB* 194
COMPANIES HOUSE 24/02/97

Short particulars of all the property mortgaged or charged

SEE ATTACHED SCHEDULE

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in black type, or
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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Walter Munn

Date 21 FEBRUARY 1997

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

† 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.

Schedule to Form 395
The Governor and Company of the Bank of Scotland and Devonshire
Pub Company Limited
The Tut 'N' Shive Water Street Radcliffe

Amount secured by the mortgage or charge

All sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by the Company whether they arise before or after the Bank has demanded that they are repaid or carried out or they are owed or to be carried out immediately or only after a stated event has occurred or the Company owes or is to carry them out on his own or jointly with any other persons or the Company owes or is to carry them out on its own account or as guarantor for other persons together with any sum of money payable to the Bank by way of interest thereon and Expenses relating thereto.

For the purposes of this schedule "Expenses" means the total of the following:-

- 1 Any commission or other charges which the Bank may from time to time charge to the Company in the ordinary course of the Bank's business in respect of the liabilities referred to above or any service provided by the Bank to the Company or any costs charges premiums fees and expenses incurred from time to time by the Bank or a receiver and which are either repayable by the Company under the Legal Charge or are incurred in the exercise by the Bank or a receiver of their powers under the Legal Charge or any costs charges and expenses incurred by the Bank or a receiver in connection with the Bank or a receiver doing anything to protect the Legal Charge or to obtain possession of or sell or deal (in any other way allowed by the Legal Charge) with the property charged by the Legal Charge together with Value Added Tax upon such sums where appropriate.

Short Particulars of all the property mortgaged or charged

- 1 By way of legal mortgage the freehold property known as The Tut 'N' Shive (formerly The Royal Oak) Water Street Radcliffe comprised in title number LA 130453 and the leasehold property known as land to the north east of Water Street Radcliffe comprised in title number GM 734306 (together "the Property")
- 2 By way of fixed charge all buildings and other structures on and items fixed to be the Property and any goodwill relating to the Property or the business or undertaking conducted at the Property and all plant machinery and other items affixed to and forming part of the Property on or at any time after the date of the Legal Charge.
- 3 By way of assignment all rents profits income fees and other sums at any time payable by any lessees undertenants tenants or licensees of the Property to the Company pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the property is subject but not any sums payable in respect of services provided to such lessees underlessees tenants or licensees or payable in respect of the insurance premiums or reasonable professional fees or

expenses.

- 4 By way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Legal Charge. ✓
- 5 By way of floating charge all unattached plant machinery chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property. ✓

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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. 02588480

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 13th FEBRUARY 1997 AND CREATED BY THE DEVONSHIRE PUB COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th FEBRUARY 1997.


GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th FEBRUARY 1997.

M. Cornelius

M. CORNELIUS

for the Registrar of Companies

26/2
post
MP



C O M P A N I E S H O U S E