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COMPANIES FORM No. 395

395

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Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

PN

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

To the Registrar of Companies

For official use Company number

1 PK

2978673

Name of company

* M&R 617 Limited

*Insert full name
of company

Date of creation of the charge

5th April 1995

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

Deed of Debenture

Amount secured by the mortgage or charge

All monies indebtedness and liabilities of the Company (or of any ultimate holding company of the Company or any subsidiary company of such holding company) to Bass Brewers Limited or to any operating division of Bass Brewers Limited or to any subsidiary company of such holding company on any account whatsoever or howsoever otherwise arising and whether present or future actual or contingent and whether incurred solely severally or jointly with another and whether as principal or surety for another and whether or not Bass Brewers Limited shall have been a party to the original transaction.

All interest thereon and all other expenses and costs secured by the Deed of Debenture.

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

Bass Brewers Limited

137 High Street

Burton On Trent, Staffs

Postcode

DE14 1JZ

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

Messrs Greenland Houchen
Solicitors
38 Prince of Wales Road
Norwich NR1 1HZ

DX5217 Norwich

Time critical reference

For official use
Mortgage section

REGISTERED

12 APR 1995

Post room



Short particulars of all the property mortgaged or charged

By way of Legal Mortgage the freehold and leasehold property wherever situate now and/or in the future belonging to or charged to the Company and/or the proceeds of sale thereof together with all fixtures and fittings from time to time thereon; By way of fixed charge all the goodwill of the Company both present and future interest of the Company in the Licences relating thereto; By way of fixed charge all the negotiable instruments, legal and equitable charges, and similar and associated rights now and in the future belonging due or owing to the Company; By way of fixed charge all necessary insurances from time to time taken out in respect of the property and other assets and undertaking of the Company charged by the debenture and all monies from time to time payable in respect thereof; By way of fixed charge all the interests not effectively otherwise charged over land and all present and future easements and other rights at any time vested in or conferred on the Company in connection with or otherwise for the benefit of the freehold and leasehold property wherever situate now and/or in the future belonging to or charged to the Company and/or the proceeds of sale thereof together with all fixtures and fittings

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

Frank Harte

Date 10th April 1995

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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

2978673

Please complete
legibly, preferably
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bold block lettering

Name of company

M&R 617

Limited*

*Delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

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from time to time thereon; By way of floating security all moveable plant, equipment, furniture and all other fittings now or hereafter in or about the said freehold and leasehold property and the wet and dry stock now or hereafter in or about the same; By way of floating charge all the undertaking and other property and assets of the Company both present and future (and not otherwise subject to a fixed charge under the Deed of Debenture).

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FILE COPY



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

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

COMPANY No. 02978673

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED THE 5th APRIL 1995 AND CREATED BY M&R 617 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (OR ANY COMPANY CONTROLLED BY THE COMPANY OR BY ANY ASSOCIATED, SUBSIDIARY OR PARENT COMPANY OF THE COMPANY) TO BASS BREWERS LIMITED OR TO ANY OPERATING DIVISION OF BASS OR TO ANY ASSOCIATED SUBSIDIARY OR PARENT COMPANY OF BASS ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th APRIL 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th APRIL 1995.

MR. P. R. KEENOR

for the Registrar of Companies

Post
BIN



COMPANIES HOUSE

HC026B