

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

CHA 116

[U15188]

3171064

Name of company

* INN BUSINESS (MARR) LIMITED (the "Company")

Date of creation of the charge

6 March 1996

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

Composite Guarantee and Fixed and Floating Charge ("the Charge") dated 6 March 1996 between the Company and Yorkshire Bank plc (the "Bank")

Amount secured by the mortgage or charge

The "Secured Obligations", being all sums and liabilities (including without limitation all legal and other costs and expenses of the Bank together in each case with any Value Added Tax applicable thereto) whatsoever in whatever currency, present and future, actual or contingent which are at the date of the Charge or may at any time thereafter become due, owing or incurred by the Company, the Parent, the Borrower or any other person to the Bank (including without limitation under or arising in connection with the Financing Documents or any of them);

"Parent" means United Breweries plc

"Borrower" means The Wiltshire Brewery Property Company Limited

Continued on continuation sheet 1.

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

Yorkshire Bank plc
22 Merrion Way
Leeds LS2 8NZ
(to include its successors, transferees and assigns)

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

Dibb Lupton Broomhead
125 London Wall
London EC2Y 5AE

DXB/NR/1INN.395

Time critical reference

For official use

Mortgage Section

Post room



A19 *A2NZVK3G* 524
COMPANIES HOUSE 23/03/96

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in black type, or
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1. The Company, as a continuing security for payment and discharge of the Secured Obligations, assigns and charges to the Bank absolutely:
 - 1.1 by way of first legal mortgage all interests or estates in any freehold or leasehold properties belonging to the Company at the date of the Charge and/or the proceeds of sale thereof together with all buildings and fixtures (including trade and tenants fixtures) at any time thereon;
 - 1.2 by way of specific equitable charge, all estates or interests in any freehold or leasehold properties of the Company not otherwise effectively charged by the Company pursuant to the Charge, and all estates and interests in or over land (wherever situate) at the date of the Charge or at any time thereafter during the continuance of the security created by the Charge belonging to or charged to the Company, and/or the proceeds of sale thereof together with all buildings and fixtures (including trade and tenants fixtures) at any time thereon;

Continued on continuation sheet 1.

Particulars as to commission allowance or discount (note 3)

None

Signed Dino Lupton Brownhead

Date 22/03/96

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

† delete as
appropriate

- 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.

"Financing Documents" means the New Facility Agreement, the UB Loan Assignment Agreement, the Existing Security, the New Security Documents and any other document containing or constituting any other facility, guarantee or set off arrangement entered into at the date of the Charge or thereafter between the Bank and the Company and/or the Parent and/or the Borrower and any agreement to substitute or vary any of the same and any other agreement at the date of the Charge or thereafter entered into in connection with the obligations of any of them to the Bank;

"New Facility Agreement" means a facility agreement dated 22 March 1995 between the Parent and the Bank;

"UB Loan Assignment Agreement" means a loan assignment agreement dated 18 April 1995 between the Parent, the Borrower and the Bank;

"Existing Security" shall bear the meaning given to that term in the Borrower Debenture;

"New Security Documents" means this Deed and any other document at the date of the Charge or at any time thereafter entered into and containing or constituting any Security Interest in favour of the Bank from the Company, the Parent, the Borrower or any other person;

"Borrower Debenture" means the Fixed and Floating Charge dated 18 April 1995 granted by the Borrower to the Bank.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

3171064

Name of Company

INN BUSINESS (MARR) LIMITED (the "Company")

Limited*

* delete if
inappropriate

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

1.3 by way of first specific charge:

- 1.3.1 all book debts and other debts of the Company whether at the date of the Charge or thereafter existing and whether payable or thereafter falling due for payment and all rights and claims of the Company against third parties existing at the date of the Charge or thereafter and capable of being satisfied by the payment of money (other than rights and claims charged under clause 1.3.3 below) and the benefit of all securities and guarantees at any time during the continuance of the security created by the Charge held by the Company in relation thereto;
- 1.3.2 all stocks, shares and other securities and/or the proceeds of sale thereof together with all rights and interests in respect thereof or incidental thereto at any time during the continuance of the security created by the Charge owned (whether at law or in equity) by the Company;
- 1.3.3 all rights and interests of the Company in, and claims under, all policies of insurance and assurance at any time during the continuance of the security created by the Charge held by, or insuring to the benefit of, the Company;
- 1.3.4 all plant and machinery which is at any time during the continuance of the security created by the Charge annexed or attached to any freehold or leasehold properties or other interests in land (wherever situate) which (or an interest in which) stand charged to the Bank under clauses 1.1 and 1.2 above;
- 1.3.5 all the goodwill and uncalled capital for the time being of the Company together with all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyrights, registered designs and other intellectual property rights at any time during the continuance of the security created by the Charge belonging to the Company and all agreements under which the Company is or may become entitled to the payment of any royalty, fee or similar income; and
- 1.3.6 the benefit of all or any licences at any time during the continuance of the security created by the Charge held by the Company to the extent the Company may charge such licences;

- 1.4 by way of first floating charge all of the Assets belonging to the Company including any assets or property not effectively charged by clauses 1.1, 1.2 and 1.3 above and in particular, all stock-in-trade of the Company whether in the form of quantities of raw materials or finished goods in hand and all moveable plant and equipment and other goods used in the business of the Company from time to time.

Continued on continuation sheet 2.

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

Please complete
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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3171064

Name of Company

INN BUSINESS (MARR) LIMITED (the "Company")

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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2. The Company undertakes that it will not without the prior consent in writing of the Bank:

- 2.1 create, purport to create or permit to subsist any Security Interest over or affecting the Assets or any part thereof belonging to it other than created hereby; or
- 2.2 create, purport to create or permit to exist any mortgage, charge or encumbrance on any freehold or leasehold property or in any way dispose of the equity of redemption thereof or any interest therein and the Company hereby applies to the Chief Land Registrar for a restriction to be entered in the registers of the title of such of the freehold or leasehold properties hereby charged as are registered under the Land Registration Acts 1925 to 1988:

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of (this charge)"; or

- 2.3 part with, sell, transfer, or otherwise dispose (which includes agreements to dispose or grant any option in respect of the same) of the whole or any part of the Assets or part thereof belonging to the Company, save that, until crystallisation, the Company may dispose of the Assets subject only to the floating charge referred to in clause 1.4 above provided such disposal is on arm's length commercial terms and in the ordinary course of business.

3. The Company has covenanted to execute on demand in writing by the Bank and at the cost of the Company:

- 3.1 a valid mortgage in such form as the Bank may require of any freehold or leasehold property (the Company using its best endeavours in the case of the latter to obtain any requisite consent therefor) at any time during the continuance of the security created by the Charge belonging to the Company which is not effectively charged by way of legal mortgage by the Company pursuant to the Charge;
- 3.2 a standard security or other valid fixed security in such form as the Bank may require over its heritable or other property land and buildings (wherever situate);
- 3.3 (at any time after the security constituted by the Charge has become enforceable) such transfers or other documents necessary for the Bank or its nominees to be registered as owners of all stocks, shares and other securities hereby charged (or otherwise obtain legal title thereto);
- 3.4 (at any time at which the Bank may convert the floating charge in respect of the Assets concerned into a fixed charge pursuant to the terms of the Charge or at any time at which such Assets have become subject to a specific charge pursuant to the terms of the Charge) a valid fixed charge in such form as the Bank may require of any of the Assets subject to the floating charge created by the Company pursuant to the Charge;
- 3.5 and generally to do and concur in all such other acts or things as the Bank may reasonably consider necessary to vest in the Bank title to all or any of the Assets (subject to the Company's equity of redemption) title to which may be vested in the Bank.

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

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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. 03171064

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND FIXED AND FLOATING CHARGE DATED THE 6th MARCH 1996 AND CREATED BY INN BUSINESS (MARR) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY, UNITED BREWERIES PLC (THE PARENT) AND THE WILTSHIRE BREWERY PROPERTY COMPANY LIMITED OR ANY OTHER PERSON TO YORKSHIRE BANK PLC UNDER OR ARISING IN CONNECTION WITH THE FINANCING DOCUMENTS (AS DEFINED) OR ANY OF THEM WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd MARCH 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th MARCH 1996.


D. JENKINS

for the Registrar of Companies

Posh
K.F.
27/3



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

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