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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

U 4215

42567

Name of company

\* BRENT WALKER BREWERIES (HARTLEPOOL) LIMITED

Date of creation of the charge

17th June 1997

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

SUPPLEMENTAL DEED

Supplemental to three Composite Guarantees and Debentures dated 15th  
November 1990, 28th March 1991 and 27th March 1992

Amount secured by the mortgage or charge

SEE SCHEDULE A

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

STANDARD CHARTERED BANK (acting as agent and trustee for Hambros  
1 ALDERMANBURY SQUARE Leasing Limited)  
LONDON  
EC2V 7SB

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

Theodore Goddard  
150 Aldersgate Street  
London  
EC1A 4EJ

For official use  
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

SEE SCHEDULE B

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Theodore Goddard

Date

7th July

1997

On behalf of ~~[company]~~ ~~[mortgagee]~~ ~~[chargee]~~ <sup>†</sup>

<sup>†</sup> 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 A

1. All monies, liabilities and other obligations of whatsoever nature at any time due, owing or incurred by The Brent Walker Group PLC and each of its subsidiaries (other than the Company) for the time being and from time to time to Hambros Leasing Limited (the "Lender"), whether actually or contingently, whether solely or jointly with any other legal person and whether as principal or surety, under the Term Facilities Agreement dated 27th March 1992 (the "TFA") and certain related agreements and documents (the "Operative Agreements") (in each case as amended or supplemented from time to time).
2. All monies and other liabilities, whether principal, interest, commission, charges, costs, expenses or otherwise, at any time due or owing to the chargee and/or the Lender by the Company, either alone or jointly with any other person, whether actual or contingent and whether as principal debtor, guarantor, surety or otherwise under the TFA and the Operative Agreements as amended or supplemented from time to time.
3. All costs, commission, charges, expenses and other sums incurred at any time by the chargee or by the Lender or by or through any receiver, receiver and manager or administrative receiver or any attorney, delegate, sub-delegate, substitute, agent or employee of the chargee or a receiver, receiver and manager or administrative receiver in any way in relation to the security constituted by the Composite Guarantees and Debentures to which the Supplemental Deed is supplemental (the "Principal Deeds") and all remuneration of any such person (other than the chargee and the Lender).
4. Interest on all amounts described above until the same shall have been fully discharged at the rate specified in the Principal Deeds.

## SCHEDULE B

1. By way of specific charge all estates and interests in freehold, leasehold, heritable or other land or buildings wheresoever situate at any time belonging to the Company or in which the Company at any time has any interest by way of security and all fixtures and fixed plant and machinery at any time thereon or therein.
2. By way of specific charge:-
  - (a) all trading and non-trading debts at any time due or owing to the Company on any account whatsoever whether actual or contingent and including cash at bank and whether or not entered into the books of the Company;
  - (b) all the stocks, shares, bonds, debentures, loan stocks, notes, warrants and other securities at any time belonging to the Company and all stocks, shares, bonds, debentures, loan stocks, notes, warrants and other securities and other assets at any time accruing or offered by way of rights, bonus, option or otherwise in respect thereof and all dividends, interest and other distributions at any time declared, payable, paid or made in respect thereof;
  - (c) all the goodwill and uncalled capital of the Company, both present and future;
  - (d) all the know-how and other confidential information and all the copyrights, patents (including applications, improvements, prolongations, extensions and rights to apply therefor), registered designs, trade marks, service marks and other intellectual property of the Company, both present and future, and the benefit of all licences at any time granted to or acquired by the Company in respect of such assets; and
  - (e) the benefit of all agreements at any time entered into by the Company for the maintenance or improvement of any of the foregoing assets, the benefit of all obligations and representations and warranties at any time undertaken or given to the Company by any person in relation to any of the foregoing assets, the benefit at any time of any insurance at any time effected by the Company in respect of, and the benefit and proceeds at any time of any guarantees or interests by way of security at any time given, granted or arising in favour of the Company in relation to, any of the foregoing assets, the proceeds at any time received by the Company of a payment in respect of, or a disposal, collection or other realisation of, any of the foregoing assets, the benefit of all agreements and deeds at any time entered into by the Company pursuant to which the Company has acquired any estate, right, title or interest whatsoever in any freehold, leasehold, heritable or other land or buildings, and the benefit of all agreements and deeds at any time entered into by the Company pursuant to which the Company has acquired the right to have granted in its favour any estate, right, title or interest in any freehold, leasehold, heritable or other land or buildings.

3. By way of floating charge the undertaking and all the other assets of the Company, both present and future.

The Company has agreed with the chargee not to create, give, grant or permit to arise or subsist over any of its present or future assets any interest by way of security (other than as permitted under or pursuant to the Composite Guarantees and Debentures to which the Supplemental Deed is supplemental).

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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. 00042567

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED SUPPLEMENTAL TO THREE COMPOSITE GUARANTEES AND DEBENTURES DATED 15th NOVEMBER 1990, 28th MARCH 1991 AND 27th MARCH 1992 DATED THE 17th JUNE 1997 AND CREATED BY BRENT WALKER BREWERIES (HARTLEPOOL) LIMITED FOR SECURING ALL MONIES, LIABILITIES AND OTHER OBLIGATIONS OF WHATSOEVER NATURE DUE, OWING OR INCURRED BY THE BRENT WALKER GROUP PLC AND EACH OF ITS SUBSIDIARIES (OTHER THAN THE COMPANY) FOR THE TIME BEING AND FROM TIME TO TIME TO STANDARD CHARTERED BANK AS AGENT AND TRUSTEE FOR ITSELF EACH OF THE EXISTING LENDERS AND HAMBROS LEASING LIMITED (THE NEW LENDER) UNDER THE TERM FACILITIES AGREEMENT DATED 27th MARCH 1992 AND CERTAIN RELATED AGREEMENTS AND DOCUMENTS (THE "OPERATIVE AGREEMENTS") WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th JULY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JULY 1997.

  
D. JENKINS

for the Registrar of Companies

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