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COMPANIES FORM No.155(6)a

Declaration in relation to assistance for the acquisition of shares.

155(6)a

Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

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1596563

Note
Please read the notes on page 3 before completing this form.

Name of company

* MIXBURY TRADING COMPANY LIMITED

* insert full name of company

We of BENJAMIN JASPER COLLINS of THE OLD RECTORY MIXBURY

o insert name(s) and address(es) of all the directors

BRACKLEY NORTHANTS NN13 5RR and THOMAS NORMAN HEYWOOD-LONSDALE
of 5 STUDDRIDGE STREET LONDON SW6

† delete as appropriate

~~(the sole director)~~ all the directors of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever is inappropriate

~~(a) that of a recognised bank or licensed institution within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above

The company is proposing to give financial assistance in connection with the acquisition of shares in the ~~(company)~~ ~~(company's holding company)~~ ~~(company)~~

limited

The assistance is for the purpose of ~~(that acquisition)~~ reducing or discharging a liability incurred for the purpose of that acquisition

The number and class of the shares acquired or to be acquired is: 6,750 Ordinary
Shares of £1.00 each

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

Macfarlanes
10 Norwich Street
London EC4A 1BD

CHM/505060

For official Use
General Section

Post room



The assistance is to be given to: (note 2) BIBENDUM WINE LIMITED

Please do not
write in
this margin

Whose registered office is situate at 113 Regents Park Road
London NW1 8UR

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

The assistance will take the form of:

Guarantee and Mortgage Debenture ("the Guarantee and Mortgage Debenture") already given by the Company in favour of National Westminster Bank PLC ("the Bank") which secures the obligations of Bibendum Wine Limited ("Bibendum") to the Bank. Bibendum's obligations to the Bank will, following the making of this Declaration, include a new loan facility (on Bibendum's Number. 2 loan account) to assist with the payment of deferred consideration for the acquisition of shares in the Company.

The person who ~~has acquired~~ ~~will acquire~~ the shares is:

† delete as
appropriate

BIBENDUM WINE LIMITED

The principal terms on which the assistance will be given are:

Copies of the Guarantee and Mortgage Debenture are annexed to this Declaration.

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is The date hereof 1981

Please do not
write in
this margin

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

* delete either (a) or
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date* (note 3)

~~(b) It is expected that the winding-up of the company will be completed within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the completion of the winding-up* (note 3)~~

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 111 Regents Park Road
London NW1 8UR

Declarants to sign below

Ben Collins

the 30th day of September
one thousand nine hundred and Eighty Eight

before me

[Signature] M. L. DUNN
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on any a Commissioner for Oaths.

SOLICITORS

111 REGENTS PARK ROAD
LONDON NW1 8UR
TEL. 722 5188/9

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

This Mortgage Debenure

28-

2000 April

One thousand nine hundred and eighty eight

between

REBENDUM WINE LIMITED

whose registered office is at

113 REGENTS PARK ROAD LONDON NW1

(the Company) of the one part and National Westminster Bank PLC (the Bank) of the other part

1 The Company hereby covenants to pay to the Bank on demand the sum of One pound (£1) and to pay and discharge on demand all monies obligations and liabilities which may now or at any time hereafter may be or become due owing or incurred by the Company to the Bank on any account (whether solely or jointly with any other person and whether as principal or surety) present or future actual or contingent of the Company to the Bank together with interest and other bank charges so that interest shall be calculated and compounded in accordance with the practice of the Bank from time to time as well after as before any demand made or judgment obtained hereunder.

2 The Company as beneficial owner and to the intent that the security created shall rank as a continuing security hereby charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged (together with all costs and expenses howsoever incurred by the Bank in connection with this Mortgage Debenure on a full indemnity basis)

- (i) by way of legal mortgage any property referred to in the Schedule hereto (the legally mortgaged property) and/or the proceeds of sale thereof
- (ii) by way of specific equitable charge all estates or interests in any freehold and leasehold property (except the legally mortgaged property) now and at any time during the continuance of this security belonging to or charged to the Company (the equitably charged property) and/or the proceeds of sale thereof
- (iii) by way of specific charge all stocks shares and/or other securities now and at any time during the continuance of this security belonging to the Company in any of its subsidiary companies or any other company and all dividends and other rights in relation thereto
- (iv) by way of specific charge all book debts and other debts now and from time to time due or owing to the Company
- (v) by way of specific charge its goodwill and the benefit of any licences
- (vi) by way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of specific charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as specific charges but without prejudice to any such specific charges as shall continue to be effective.

3 With reference to the equitably charged property and the property charged pursuant to Clause 2(iii) the Company undertakes:

- (i) to deposit with the Bank the deeds and documents of title or share certificates relating thereto
- (ii) at any time upon request to execute over all or any part thereof a charge by way of legal mortgage and appropriate stock transfer forms in the case of the stocks and shares in favour of the Bank in such form as the Bank shall require

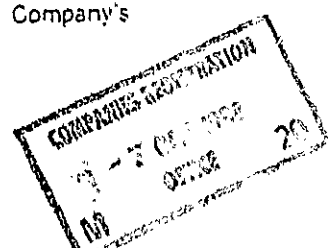
4 With reference to the legally mortgaged property and the equitably charged property the Company agrees:

- (i) to keep it in a good state of repair and condition and insured against such risks and in such office and for such amounts as the Bank may require or approve and that failure to do so will entitle the Bank to do so at the expense of the Company and as agent of the Company without thereby becoming a mortgagee in possession
- (ii) that the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors shall not be exercised by the Company without the consent in writing of the Bank but the Bank may grant or accept surrenders of leases without restriction
- (iii) not to part with the possession of it or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy it or any part thereof without the consent in writing of the Bank.

5 With reference to the book debts and other debts hereby specifically charged the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of such debts and shall not without the prior consent in writing of the Bank sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon to do so by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank.

6 With reference to the property assets and rights subject to the floating charge

- (i) the Company shall not be at liberty without the consent in writing of the Bank to:
 - (a) create any mortgage or charge ranking in priority to or pari passu with that charge and/or
 - (b) sell the whole or except in the ordinary course of business any part of the Company's undertaking



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- (ii) the Company agrees to effect and maintain such insurances as are normally maintained by prudent companies carrying on similar businesses
 - (iii) the Bank may by notice to the Company convert the floating charge into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof.

7 Section 103 of the Law of Property Act 1925 (the 1925 Act) shall not apply to this security which shall immediately become enforceable and the power of sale and other powers conferred by section 101 of the 1925 Act as varied or extended by this security shall be immediately exercisable at any time after notice demanding payment of any moneys hereby secured shall have been served by the Bank on the Company.

8 Immediately upon or at any time after the presentation of a petition applying for an administration order to be made in relation to the Company or at any time after this security shall otherwise have become enforceable the Bank may by writing under the hand of any area director or manager of the Bank appoint any person (or persons) to be an administrative receiver (the Administrative Receiver) of the property hereby charged. Where two or more persons are appointed to be an Administrative Receiver the Bank will in the appointment declare whether any act required or authorised to be done by such Administrative Receivers is to be done by all or any one or more of such Administrative Receivers for the time being holding office. Any Administrative Receiver shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration and any Administrative Receiver shall have all the powers of an administrative receiver specified in Schedule 1 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof.

- 9 All moneys received by any Administrative Receiver shall be applied by him in the following order:
- (i) in payment of the costs charges and expenses of and incidental to the appointment of the Administrative Receiver and the exercise of all or any of his powers and of all outgoings paid by him
 - (ii) in payment of remuneration of the Administrative Receiver at such rates as may be agreed between him and the Bank at or at any time after his appointment
 - (iii) in or towards discharge of the liabilities hereby secured in such order as the Bank may from time to time require
 - (iv) the surplus (if any) shall be paid to the Company or other person entitled to it.

10 The powers conferred on mortgagees or receivers by the 1925 Act shall apply to this security except in so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the 1925 Act and those contained in this security the terms of this security shall prevail.

11 If the Bank receives or is deemed to be affected by notice whether actual or constructive of any subsequent charge or other interest affecting any part of the property hereby charged and/or the proceeds of sale thereof the Bank may open a new account or accounts with any person for whose liabilities this Mortgage Debenture is available as security. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Mortgage Debenture is security.

12 The Company hereby irrevocably appoints each of the Bank and any person nominated in writing under the hand of any officer of the Bank including every Administrative Receiver appointed hereunder as Attorney of the Company with full power of substitution for the Company and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or deemed proper for any of the purposes of this security.

13 In the exercise of the powers hereby conferred the Bank or any Administrative Receiver may sever and sell plant machinery or other fixtures separately from the property to which they may be annexed.

14 The Company shall from time to time supply to the Bank such accounts or other information concerning the assets liabilities and affairs of the Company its subsidiary or associated companies as the Bank may require.

15 In case the Company shall have more than one account with the Bank it shall be lawful for the Bank at any time and without any prior notice forthwith to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but the Bank shall notify the Company of the transfer having been made.

16 The security from time to time constituted by or pursuant to this Mortgage Debenture shall be in addition to and shall be independent of any other security which the Bank may now or at any time hold on all or any part of the assets of the Company for or in respect of all or any part of the monies obligations and liabilities hereby covenanted to be paid or discharged and it is hereby declared that no prior security held by the Bank over the property hereby charged or any part of it shall merge in the security created hereby or pursuant hereto.

17 A demand or notice hereunder shall be in writing signed by an officer or agent of the Bank and may be served on the Company by hand or by post and either by delivering the same to any officer of the Company at any place or by addressing the same to the Company at its registered office or a place of business last known to the Bank; if such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding it be returned undelivered.

18 It is hereby certified that this Mortgage Debenture does not contravene any of the provisions of the Company's Memorandum of Articles of Association and has been executed in accordance therewith.

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In Witness whereof the Company has caused its Common Seal to be hereunto affixed the day and year first before written.

The Schedule

The freehold property known as 113 Regents Park Road London NW1
(Title No. NGL 422883)

The Common Seal of
EBENDUM WINE LIMITED
hereunto affixed in the presence of

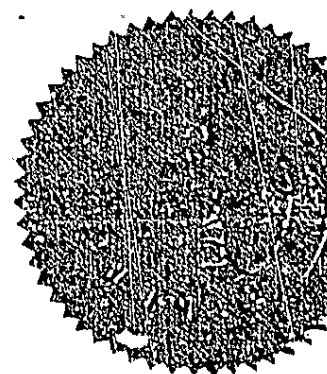
was

Ben Collins

Director

Attestywood London

Secretary



We acknowledge receipt of a completed copy of this document.

Ben Collins

Signature

6 This Guarantee shall apply to the ultimate balance of the above mentioned liabilities of the Debtor to the Bank and until such balance has been discharged in full the Guarantor shall not be entitled to share in any security held or money received by the Bank on account of that balance or to stand in the place of the Bank in respect of any security or money nor until such balance has been discharged in full shall the Guarantor take any step to enforce any right or claim against the Debtor in respect of any moneys paid by the Guarantor to the Bank hereunder or have or exercise any rights as surety in competition with the Bank.

7 If this Guarantee is determined or called in by demand made by the Bank, the Bank may open a new account or accounts with the Debtor or any other person for whose liabilities this Guarantee is available as security; if the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time of determination or calling in and as from that time all payments made to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Guarantee is available as security at that time.

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8 This Guarantee shall not be discharged nor shall the Guarantor's liability be affected by reason of any failure of or irregularity defect or informality in any security given by or on behalf of the Debtor in respect of the moneys or liabilities hereby secured nor by any legal limitation disability incapacity or want of any borrowing powers of the Debtor or want of authority of any director manager official or other person appearing to be acting for the Debtor in any matter in respect of the moneys or liabilities hereby secured and such moneys or liabilities will be recoverable by the Bank from the Guarantor as sole or principal debtor.

9 Where there is more than one person comprised in the term the Debtor reference to the Debtor shall where the context admits take effect as reference to such persons or any of them and where the Debtor is a firm shall include the person or persons from time to time constituting the firm whether or not under the same style or firm name and generally where the context so admits the singular will include the plural.

10 Where this Guarantee is made by more than one person the agreements and obligations on the part of the Guarantor herein contained shall take effect as joint and several agreements and obligations and all references to the Guarantor shall take effect as references to the said persons or any of them and none of them shall be released from liability hereunder by reason of this Guarantee ceasing to be binding as a continuing security on any other or others of them.

11 A certificate by an officer of the Bank as to the amount for the time being due from the Debtor to the Bank and as to the interest after demand from time to time payable hereunder shall be conclusive evidence for all purposes against the Guarantor.

12 A demand or notice hereunder shall be in writing signed by an officer or agent of the Bank and may be served on the Guarantor either by hand or by post. A demand or notice by post may be addressed to the Guarantor at the address or place of business last known to the Bank and shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding it be returned undelivered and notwithstanding the death of the Guarantor.

13 This Guarantee is and will remain the property of the Bank.

14 Any settlement or discharge between the Guarantor and the Bank shall be conditional upon no security or payment to the Bank by the Debtor or any other person being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy or liquidation for the time being in force and the Bank shall be entitled (subject to any limit in the total amount recoverable under this Guarantee) to recover the value or amount of any such security or payment from the Guarantor subsequently as if such settlement discharge or release had not occurred. Any liability of the Guarantor under this Clause (whether actual or contingent) shall be a liability in respect of which the Bank may exercise the rights created by Clause 5 hereof.

Dated this 28th day of April One thousand nine hundred and eighty eight

Signed by the above-named

GIBENDUM WINE LIMITED

Ben Collins

in the presence of:

Signature of N.A. Thomas

Name in full NICHOLAS ANDREW THOMAS
(in Block Letters)

Address 10 Norwich Street, London EC4A 1BD

Occupation Solicitor

Signed by the above-named

*

in the presence of:

Signature of
Witness _____

Name in full
(in Block Letters) _____

Address _____

Occupation _____

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I/We acknowledge receipt of a completed copy of this document

Ben Collins

Signature(s)

Branch Buckingham

Account NUCBURY TRADING COMPANY LIMITED

Dated _____ 19____

to
National Westminster
Bank PLC

Guarantee
by person(s)

Smith & Williamson

1596563

Chartered Accountants

No 1 Riding House Street London W1A 3AS
Telephone 01 637 3377 Telex 25187 SMIWIL G Fax Group 3 01 631 0741

BI002/A-DFB/DAR

National Westminster Bank plc,
20 Old Broad Street,
London
EC2N 1EJ

30th September 1988

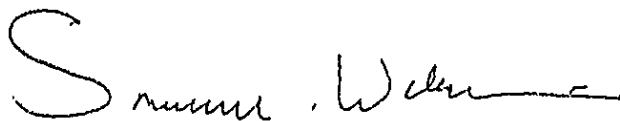
REPORT BY THE AUDITORS OF MIXBURY TRADING COMPANY LIMITED
(THE COMPANY) TO NATIONAL WESTMINSTER BANK PLC (THE BANK)

This report is given in connection with the proposed arrangement whereby the company will give financial assistance for the acquisition of its own shares, particulars of which are given in the attached copy of the statutory declaration made this day by the directors pursuant to Section 155(6) of the Companies Act 1985 (the Act). The purpose of this report is solely to assist the bank in considering whether the proposed arrangement is permitted under Section 155(2) of the Act.

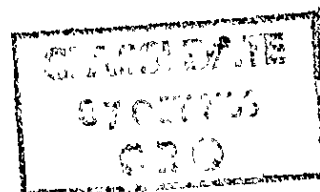
We have examined the accounting records of the company and made such further enquiries to the extent that we consider necessary for the purpose of this report. We have not carried out an audit and accordingly express no opinion in this report on the state of the company's affairs.

At the date of this report the aggregate of the company's assets as stated in its accounting records exceeds the aggregate of its liabilities as similarly stated.

In our opinion, based on our examination of the accounting records together with such further enquiries as we consider necessary, the giving of such financial assistance would not as at the date of this report reduce the net assets of the company.



SMITH & WILLIAMSON



/JWR

Dr Biddle ST Gray DH Wood NJE Sealy AJ Rawlinson FT John JG McGagney CJ Chetwood AM Dutton
RD Boycott MJD Robinson SJ Mahey IM Buckley GD Penner HA Paskins MCG Lofers JCB Major JP Ager JT Roadle SS Woods GJ Reak
Authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business

A member of S & W International with associated firms throughout the World

1596563

Smith & Williamson

Chartered Accountants

No 1 Riding House Street London W1A 3AS
Telephone 01 637 5377 Telex 25187 SMIWIL G Fax Group 301 631 0741

BI002/A-DFB/DAR

The Directors,
Mixbury Trading Company Ltd.,
113 Regents Park Road,
London
NW1 8UR

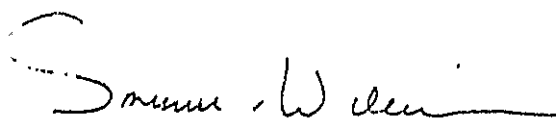
30th September 1988

Dear Sirs,

Report under S.156(4) Companies Act 1985

In relation to the financial assistance proposed to be given by Mixbury Trading Company Limited ("the Company") for a purchase of its shares by Bidendum Wine Limited, we have enquired into the Company's state of affairs and are not aware of anything to indicate that the opinion expressed by the directors in the attached declaration, dated 30th September, 1988 as to the Company's liquidity position, is unreasonable in all the circumstances.

Yours faithfully,


SMITH & WILLIAMSON

/JWR

DF Biddle ST Gray DH Wood NJE Sealy AJ Rawlinson TT John JG McCagney CJ Chetwood AM Dullea
RD Boycott MJD Robinson SJ Mabey IM Buckley GD Pearce HA Paskins MG Lofis JCB Major JP Ager JT Boddle SS Woods GJ Healy
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