

M

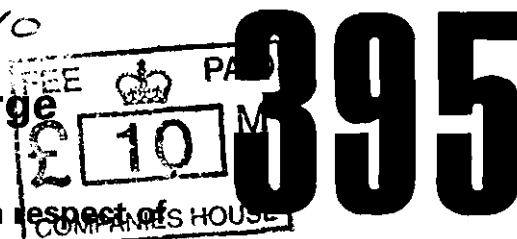
CHFP041

COMPANIES FORM No. 395

164766/10

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

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

* Insert full name of company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

Name of company

2218928

* BIBENDUM WINE LIMITED

Date of creation of the charge

25 JULY 2002

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

DEED OF DEBENTURE

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to the Trustee and the holders from time to time of the Loan Stock issued pursuant to the Loan Stock Instrument in respect of such Loan Stock and/or under the Deed together with all costs, charges and expenses on a full indemnity basis incurred by the Trustee in the protection, preservation and enforcement of its respective rights in relation thereto (the "Secured Liabilities").

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

INTERNATIONAL WINE INVESTMENT FUND PTY LIMITED of Ground Floor, 62 Greenhill Road, Wayville, South Australia

Postcode SA 5034

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

Gouldens
10 Old Bailey
London EC4M 7ND
DX 67 London/Chancery

For official use
Mortgage section

Post room



LD5
COMPANIES HOUSE

0493
07/08/02

Time critical reference
SGO/SS/905290

Com 395-1/2

(A) BY WAY OF LEGAL MORTGAGE:

(i) the Property together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants, and

(ii) all estates or interests in any other freehold or leasehold property wheresoever situate now or hereafter belonging to it and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants.

(B) BY WAY OF FIXED CHARGE:

(i) all Securities together with all Related Rights accruing thereto; and

(please see continuation sheet)

Please do not
write in
this margin

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

OK

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Signed

Gouldens

Date 6 AUGUST 2002

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.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ.

Please do not
write in this
margin

Particulars of a mortgage or charge (continued)

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

Company number

2218928

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

Name of company

BIBENDUM WINE

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)

Please do not
write in this
margin

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

Please do not write
in this margin

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

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

(ii) all of the Company's rights and benefits under any agreements entered into by it (including all rights of enforcement of the same and all causes of action in relation thereto and in relation to any representations connected therewith), any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it, any beneficial interest, claim or entitlement of the Company in any pension fund, the Company's present and future goodwill, the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Premises or Mortgaged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof, and the Company's present and future uncalled capital.

(C) BY WAY OF ABSOLUTE ASSIGNMENT:

(i) all of the Insurances; and

(ii) all of the Company's present and future book and other debts, the proceeds of and the right to demand the same and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing ("Debts")

(D) BY WAY OF FLOATING CHARGE all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged, charged by way of fixed charge, or assigned by the Deed

In this Form 395:

"the Company" means Bibendum Wine Limited, a company registered in England under number 2218928 and whose registered office is at 113 Regents Park Road, London NW1 8UR

"the Deed" means the deed of debenture dated 25 July 2002 (attached hereto) between the Company and the Trustee

"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to this Deed, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

"Insurances" means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest, any proceeds thereof, all rights to demand the same and the debts represented thereby;

"Loan Stock Instrument" means the loan note instrument constituting up to £2,500,000 Redeemable Convertible Secured Loan Stock of the Company;

"Mortgaged Property" means the Property and any freehold or leasehold property for the time being comprised in the definition of **"Security Assets"**;

"the Property" means 113 Regents Park Road, London, NW1 8UR

"Premises" means all buildings and erections for the time being comprised within the definition of **"Security Assets"**;

"Related Rights" means in relation to shares or any other securities, all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise any proceeds thereof, all rights to demand the same, and the debts represented thereby;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to the Trustee and the holders from time to time of the Loan Stock issued pursuant to the Loan Stock Instrument in respect of such Loan Stock and/or under the Deed together with all costs, charges and expenses on a full indemnity basis incurred by the Trustee in the protection, preservation and enforcement of its respective rights in relation thereto;

"Securities" means any stocks, shares, debentures, bonds and other securities and investments held by the Company;

"Security Assets" means subject as herein provided, all property assets and undertaking of the Company which are expressed to be the subject of any Security Interest created hereby or pursuant hereto;

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust or security interest; and

"Trustee" means International Wine Investment Fund Pty Limited of Ground Floor, 62 Greenhill Road, Wayville, SA 5034.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02218928

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED THE 25th JULY 2002 AND CREATED BY BIBENDUM WINE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO INTERNATIONAL WINE INVESTMENT FUND PTY LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th AUGUST 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th AUGUST 2002.

DX 2004



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —