

47

700
1101292

Company number

[[I I M 27]]

1302718

➤

* delete if inappropriate

Name of Company

~~VINTBERIA~~

Limited*

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

4th June 1982
GUARANTEE & DEBENTURE

by the Company and
EHRMANN'S WINE SHIPPERS LTD.

Amount due or owing on the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company and or all or any of the Companies listed above to the Bank upon any account and in any manner whatsoever.

No.	Name	Address	Description of charge
1	Mrs. J. M. Smith	100 Main St., New York City	First mortgage on lot 10, block 10, city of New York
2	J. M. Smith	100 Main St., New York City	Second mortgage on lot 10, block 10, city of New York
3	J. M. Smith	100 Main St., New York City	Third mortgage on lot 10, block 10, city of New York
4	J. M. Smith	100 Main St., New York City	Fourth mortgage on lot 10, block 10, city of New York
5	J. M. Smith	100 Main St., New York City	Fifth mortgage on lot 10, block 10, city of New York
6	J. M. Smith	100 Main St., New York City	Sixth mortgage on lot 10, block 10, city of New York
7	J. M. Smith	100 Main St., New York City	Seventh mortgage on lot 10, block 10, city of New York
8	J. M. Smith	100 Main St., New York City	Eighth mortgage on lot 10, block 10, city of New York
9	J. M. Smith	100 Main St., New York City	Ninth mortgage on lot 10, block 10, city of New York
10	J. M. Smith	100 Main St., New York City	Tenth mortgage on lot 10, block 10, city of New York

BARCLAYS BANK LIMITED

54 LOMBARD STREET
LONDON, EC3P 3AH

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

COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK LIMITED

54 LOMBARD STREET
LONDON, EC3P 3AH

For official use

Mortgage section

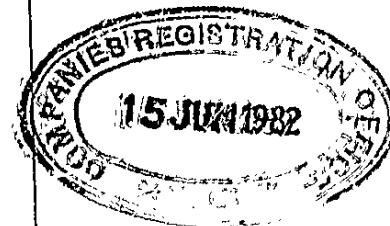
REGISTERED

15 JUN 1982

Post room

Time critical reference

Page 1



Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
binding margin



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

- (a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H.M. Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into its account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged by it and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- (e) by way of first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or *pari passu* with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

WUL S'S

Particulars as to commission, allowance or discount (note 3)

FOR BARCLAYS BANK LIMITED

Signed

Date

11 JUN 1982

Designation of position in relation to the company: **MANAGER,
COMPANY AND CREDIT INFORMATION SERVICES**



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the **4th June 1982**
and created by **VINIBERIA LIMITED**

for securing all moneys now due, or hereafter to become due, or from time to time accruing
due from the company ~~to~~ **and/or Ehrmanns Wine Shippers Limited to Barclays**
Bank Limited

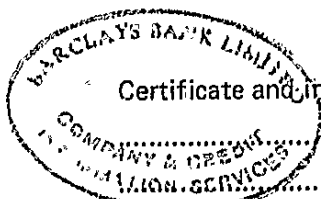
on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on
the **15th June 1982**

Given under my hand at Cardiff the **22 JUN 1982**

No. **1302718**

J. RENOWDEN
Assistant Registrar of Companies



Certificate and instrument received by

Date

THE COMPANIES ACTS 1948 TO 1976

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

M13/2 JUNE LN

47

Please do not
write in this
binding margin

For official use

Company number

M13/2

1302718

Name of Company

Please complete
legibly, preferably
in black type, or
bold block lettering*delete if
inappropriate

VINIBERIA

Limited*

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Single Debenture dated 19th May 1983 and made between the Company (1)
and Banco Urquijo Hispano Americano Limited ("the Bank") (2)

Amount due or owing on the mortgage or charge

All moneys obligations and liabilities whether actual or contingent then or at any time thereafter due owing or incurred to the Bank by the Company anywhere whether on any banking or other account or otherwise in any manner whatsoever whether alone or jointly and in whatever style, name or form and whether as principal or surety) including all liabilities in connection with bills of exchange promissory notes bonds or discounted instruments acceptances or under guarantees indemnities documentary or other credits or any instruments whatsoever from time to time assumed or entered into by the Bank for or at the request of the Company together with interest to date of payment at such rates and upon such terms as may from time to time be agreed commission fees and other charges and all legal and other costs charges and expenses incurred by the Bank in relation to the Company or any guarantee indemnity or security for any moneys obligations or liabilities thereby secured on a full and unqualified indemnity basis.

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

Banco Urquijo Hispano Americano Limited
15 Austin Friars,
LONDON, EC2N 2DJ.

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

Norton, Rose, Botterell &
Roche,

Kempson House,
Camomile Street,
London, EC3A 7AN

Ref: SMCC/51/C154406

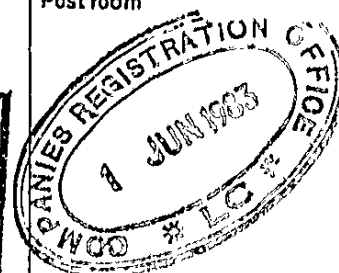
For official use

Mortgage section

Post room

REGISTERED

1 JUN 1983



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in this
binding margin



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

FIRST - the freehold and leasehold property of the Company both present and future including but not limited to the properties specified in Schedule 1 thereto and all buildings and fixtures (including trade fixtures) from time to time on any such property and all plant and machinery of the Company both present and future.

SECONDLY - all stocks shares bonds securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof (together "the Securities").

THIRDLY - all book and other debts and claims both present and future (including things in action which give rise or may give rise to a debt or claim) due or owing to or purchased or otherwise acquired by the Company

Cont'd/..

Particulars as to commission, allowance or discount (note 3)

Signed Norton Rose Butterell, Roche

Date 27 May 1983

Designation of position in relation to the company Solicitors to the Chargee

Notes

- 1 The original instrument creating the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Section 95(1)). 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 copy instrument could in due course of post, and if posted with due diligence, have been received in the United Kingdom (Section 95(3)). A certified copy of the instrument creating the charge will only be accepted where the property charged and the charge so created are both outside the United Kingdom (Section 95(3)) and in such cases the copy must be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company.
- 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.



THE COMPANIES ACTS 1948 TO 1976

Particulars of a mortgage or charge

1

Continuation sheet No. _____
to Form No. 47

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

Company number

1302718

Name of company

*delete if
inappropriate

VINIBERIA

Limited*

Date and description of the instrument creating or evidencing the mortgage or charge
(continued) (note 2) Short particulars of all the property mortgaged or charged.

and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same.

FOURTHLY - the uncalled capital goodwill and all patents and patent applications trade marks trade names registered designs copyrights licenses and ancillary and connected rights both present and future of the Company.

FIFTHLY - the undertaking and all property assets and rights of the Company whatsoever and wheresoever both present and future including but not limited to heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while the Debenture is in force comprised in the property and undertaking of the Company and the premises First Secondly Thirdly and Fourthly described (if and insofar as the charges thereon contained in the Debenture shall for any reason be ineffective as fixed charges).

The Charge created by the Debenture is a continuing security and shall rank subject only to the charge ("the Prior Charge") referred to in Schedule 2 to the Debenture to the extent therein specified and shall as regards the premises First Secondly Thirdly and Fourthly described be fixed charges (and as regards all those parts of the freehold and leasehold property then vested in the Company shall constitute a charge by way of Legal Mortgage thereon) and as to the premises Fifthly described shall be a floating charge but so that the Company shall not without the prior consent in writing of the Bank create or purport or attempt to create or permit to subsist any specific or other mortgage debenture charge or pledge upon seek or permit to increase the amount secured by the Prior Charge or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of business) to arise on or affect the goodwill undertaking property assets or rights charged by the Debenture (together the "Charged Assets") or any part thereof ranking in whole or in part either in priority to or pari passu with any of the charges created by the Debenture and shall have no power without such prior consent to part with possession transfer sell or otherwise dispose of or attempt or agree to transfer sell or otherwise dispose of the whole or any material part of its undertaking property assets or rights except by way of sale at full value in the usual course of trading as then conducted and for the purpose of carrying on its business.

Cont'd/..

Short particulars of all the property mortgaged or charged.
Amount due or owing on the mortgage or charge (continued)

The Debenture contains a covenant by the Company to get in and realise all book and other debts and claims charged by the Debenture in the ordinary course of its business and subject to the rights of the holder of the Prior Charge pay into the Company's account with the Bank all moneys which it may receive in respect of the same and all rights and remedies relating thereto charged by the Debenture by it forthwith on receipt and pending such payment hold such moneys on trust for the Bank and not (without the prior consent in writing of the Bank) charge or otherwise dispose of or release or exchange compound set off or grant time or indulgence or otherwise deal with all or any of the same or propose so to do. The Debenture further provides that the statutory and any other powers of leasing or letting entering into agreements for lease or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Company without the previous consent of the Bank.

The Debenture also contains an agreement by the Company if and when required by the Bank to execute such further legal or other mortgages charges or assignments in favour of the Bank as the Bank shall require over all or any of the freehold leasehold and heritable properties (including any vendor's lien) the Securities and the book and other debts and claims and all rights and remedies relating thereto charged by the Debenture both present and future of the Company and the Charged Assets both present and future to secure all moneys obligations and liabilities covenanted by the Debenture to be paid or otherwise secured by the Debenture.

Please do not
write in this
binding margin

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



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

I hereby certify that a mortgage or charge dated the **19th May 1983**
and created by **VINIBERIA LIMITED** for securing all monies due or
to become due from the Company to the Chargee on any account
whatsoever under the terms of the Debenture

was registered pursuant to section 95 of the Companies Act, 1948, on
the **1st June 1983**

Given under my hand at Cardiff the **16 JUN 1983**

No. **1302718**

D. RENOWDEN

Assistant Registrar of Companies

Certificate and instrument received by

.....

.....

Date..... **16/6/83**

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Form No. 395 is to be filled in by the Registrar of Companies, and is not to be filled in by the company.

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

* present for company
if necessary

To the Registrar of Companies:

For official use

Company number

1 1 1 1

1402718

M 233/20th May/6

Name of company

WINIBERIA LIMITED

Date of creation of the charge

14TH MAY 1987

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

Guarantee and Debenture between the Company, H. Allen Smith Limited, Ehrmanns Wine Shippers Limited (1) and Banco Hispano Americano Limited (the Bank) (2)

Amount secured by the mortgage or charge

All moneys obligations and liabilities of the Company, H. Allen Smith Limited, Ehrmanns Wine Shippers Limited whether actual or contingent now or at any time hereafter due owing or incurred to the Bank by the Company anywhere whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including all liabilities in connection with acceptances discounting or otherwise or under guarantees indemnities documentary or other credits or any instruments whatsoever from time to time assured or given by the Bank for or at the request of the Company together with interest to date of payment at such rates and upon such terms as may from time to time be payable commission fees and other charges and all expenses incurred by the Bank in relation to the Company or the preparation or enforcement of any guarantees or security for any moneys obligations or liabilities secured by the Guarantee and Debenture including legal and other costs on a full indemnity basis.

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

BANCO HISPANO AMERICANO LIMITED

15 Austin Friars,

London EC2N 2DJ

Postcode

Presenter's name address and
reference (if any): JMI/FB

For official Use
Mortgage Section

Postcode

RECEIVED

18 MAY 1987

For critical reference

SEE CONTINUATION SHEET NO. 1

Please do not
write on
this page.

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

Particulars as to commission allowance or discount (note 2)

FOR AND ON BEHALF OF
BANCO HISPANO
AMERICANO LIMITED

Signed

Authorized Signature

Date

15/5/87

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.

Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
Form No 395 and 410 (Sect.)

Company number

12345

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

Name of company

VINIBERIA LIMITED

Limited

delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (cont.)

SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

The Company as beneficial owner (subject only to the prior debenture(s) and charges described in the fourth Schedule hereto) hereby charges with the payment and discharge of all moneys and liabilities hereby covenanted to be paid or discharged by it:-

(a) by way of legal mortgage all the freehold and leasehold property of such Company the title to which is registered at H.M. Land Registry and which is described opposite its name in the Third Schedule hereto together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(b) by way of legal mortgage all other freehold and leasehold property of such Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(c) by way of first fixed charge all future freehold and leasehold property of such Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of such Company;

(d) by way of first fixed charge all book and other debts and claims for debts both present and future (including things in action which give rise or may give rise to a debt or claim) due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same;

(e) by way of first fixed charge all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of such company both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof (all of which are hereinafter called 'the securities');

1. by way of first fixed charge the uncalled capital goodwill and all patents patent applications trademarks trade names registered designs copyrights licences and ancillary and connected rights both present and future of such company;

Please complete
legibly preferably
in black type or
bold black lettering

(g) by way of a first floating charge all other the undertaking and all property assets and rights of such company whatsoever and wheresoever both present and future including but not limited to heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while this instrument is in force comprised in the property and undertaking of such company and the premises described or referred to in sub-clauses (a) to (f) of this clause (if and insofar as the charges thereon herein contained shall for any reason be ineffective as fixed charges) but so that such Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or pari passu with the charge hereby created and further that such Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

Any debentures mortgages or charges hereafter created by a Company (otherwise than in favour of the Bank) shall be expressed to be subject to this Deed. The Companies shall subject to the rights of any prior mortgage deposit with the Bank and the Bank during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Companies' freehold and leasehold property for the time being and any Company shall on demand in writing made to it by the Bank at its own cost execute a valid legal mortgage of any freehold and leasehold properties acquired by it after the date hereof and the fixed plant and machinery thereon to secure the payment and discharge to the Bank of the moneys and liabilities hereby secured such legal mortgage to be in such form as the Bank may require.

The Debenture contains a covenant by the Company to get in and realise all book and other debts and claims charged by the Debenture in the ordinary course of its business and pay into the Company's account with the Bank all moneys which it may receive in respect of all book and other debts and securities for money charged by it by the Debenture forthwith on receipt and pending such payment hold such moneys on trust for the Bank and not (without the prior consent in writing of the Bank) charge dispose of or release exchange compound set off or grant time or indulgence or otherwise deal with all or any of the same or purport to do so.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 10th May 1987
and created by VICTORIA LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company and/or all or any of the other
companies named therein to Banco Hispano Americano Limited

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 10th May 1987

Given under my hand at the Companies Registration Office,

LONDON the 27 MAY 1987

No. 1192714

Certificate and instrument received by

POST

Date

28/5

B. J. Belt
B. J. BELT

in authorized office

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin.

Pursuant to section 395 of the Companies Act 1985

M679C

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

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] [] [] [] [] []

1302718

Name of company

* VINIBERIA LIMITED

* Insert full name
of company

Date of creation of the charge

17th October 1988

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

Legal Charge

Amount secured by the mortgage or charge

All monies obligations and liabilities certain or contingent now or hereafter due, owing or incurred to the Bank by the Company (whether a loan or jointly or on principal or surety) or in respect of which the Company may be or become liable to the Bank on any account and in any manner whatsoever together with all expenses and interest to date of repayment at the rates therein referred to

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

Banco Hispano Americano Limited, 15 Austin Friars, London EC2N 2DJ

Postcode

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

HAYES DIXON
146 STRAND
LONDON
WC2R 1JH
Ref: GDG

For official Use
Mortgage Section

REGISTERED

21 OCT 1988

Post room

Time critical reference

Short particulars of all the property mortgaged or charged

29 Corsica Street, London N5 registered at H.M. Land Registry under titles numbered 434758 and LN 232200

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date

28th Oct 1988

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.

Page 2



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 17th October 1988
and created by VINIBERIA LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Banco Hispano Americano Limited

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 21st October 1988

Given under my hand at Companies Registration Office,
Cardiff the 28 NOV 1988

No. 1302718

Certificate and instrument received by

..... Post (Po)

Date 16. 11. 88

P. T. Davies

P. T. DAVIES

an authorised officer

M

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 693(1) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

Name of company

S214

[0][1][1]

1302718

* Insert full name
of company

* VINIBERIA LIMITED

† delete as
appropriate

I, DAVID HARRIS

of 17. CRANLEY GARDENS, LONDON SW7 3SD

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

Date and Description of charge 4.6.82 DEBENTURE.

M27.

Date of Registration 15.6.82

Name and address of [chargee][trustee for the debenture holders]

BARCLAYS BANK, 15, GREAT PORTLAND STREET LONDON W1.

Short particulars of property charged FIXED & FLOATING CHARGE ON UNDERTAKING
& ALL PROPERTY & ASSETS PRESENT & FUTURE INCLUDING GOODWILL, UNCALLED CAPITAL
+ 20% DEBT

And I 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 6 Highway Green
London N8 1RT

Declarant to sign below

the 5th day of June

one thousand nine hundred and eighty nine

before me A. R. Pugh

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

The Company

For official Use
Mortgage Section

REGISTERED

07 JUN 1989

Post room

COMPANIES REGISTRATION
7 JUN 1989
LC OFFICE LC

2/6/89



COMPANIES FORM No. 395
Particulars of a charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

LOW M 470C

For official use Company number

000000

1302718

Name of company

VINIBERTA

Limited

Date of creation of the charge

28th JUNE 1991

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

DEBENTURE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

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

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

Short particulars of all the property mortgaged or charged

SEE OVERLEAF

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

12 JUL 1991

COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
P.O. BOX 120
LONGWOOD CLOSE
COVENTRY CV4 8JN

Time critical reference

For official use
Mortgage section

REGISTERED

11 JUL 1991

Post room



Particulars of all the property mortgaged or charged (continued)

- (a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H.M. Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- (e) by way of a first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or *pari passu* with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

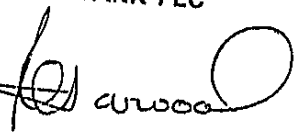
Please do not write in this margin

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

Particulars as to commission, allowance or discount

FOR BARCLAYS BANK PLC

Signed



Date

29 JUL 1991

Designation of position in relation to the company:

MANAGER
COMPANY AND CREDIT INFORMATION SERVICES

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 28th JUNE 1991
and created by VINIBERIA LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th JULY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 17th JULY 1991

No. 1302718

P. T. Davies

P. T. DAVIES

an authorised officer

C. 69a

cc
bm
17/7.

Particulars of a charge

395

Pursuant to section 395 of the Companies Act 1985

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bold block lettering

To the Registrar of Companies

For official use Company number

[] [] [] []

1302718

Name of company

VINIBERIA

Limited

Date of creation of the charge

3rd SEPTEMBER 1991

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

Short particulars of all the property mortgaged or charged

PART 29, CORSICA STREET, LONDON BOROUGH OF ISLINGTON

TITLE NUMBER: LN23200

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

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AHPresentor's name, address and
reference (if any):For official use
Mortgage section

Post room

18 SEP 1991

COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
P.O. BOX NO. 120, LONGWOOD CLOSE
WESTWOOD BUSINESS PARK
COVENTRY CV4 8JN

REGISTERED

18 SEP 1991



Time critical reference

Particulars as to commission, allowance or discount

Please do not
write in this
margin



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

FOR BARCLAYS BANK PLC

Signed

Date

16 SEP 1991

Designation of position in relation to the company: **MANAGER**
COMPANY AND CREDIT INFORMATION SERVICES



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

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

I hereby certify that a mortgage or charge dated the 3rd SEPTEMBER 1991
and created by VINIBERIA LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th SEPTEMBER 1991

Given under my hand at the Companies Registration Office,
Cardiff the 24th SEPTEMBER 1991

No. 1302718

A handwritten signature in dark ink, appearing to read 'R. M. Groves'.

R. M. GROVES

an authorised officer

C.69a

Dx TE
24.9.91



Please do not
write in
this margin

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

COMPANIES FORM No. 395
Particulars of a charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use Company number



1302718

Name of company

VINIBERIA

Limited

Date of creation of the charge

3rd SEPTEMBER 1991

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

Short particulars of all the property mortgaged or charged

PART 29 CORSICA STREET, LONDON BOROUGH OF ISLINGTON

TITLE NUMBER: 434758

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

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

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

19 SEP 1991

COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
P.O. BOX NO. 120, LONGWOOD CLOSE
WESTWOOD BUSINESS PARK
COVENTRY CV4 8JN

Time critical reference

For official use
Mortgage section

REGISTERED

18 SEP 1991

Post room



Particulars as to commission, allowance or discount

Please do not
write in this
margin

FOR BARCLAYS BANK PLC

Signed 

Date 16 SEP 1991

Designation of position in relation to the company: MANAGER
COMPANY AND CREDIT INFORMATION SERVICES

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 3rd SEPTEMBER 1991
and created by VINIBERIA LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th SEPTEMBER 1991

Given under my hand at the Companies Registration Office,
Cardiff the 24th SEPTEMBER 1991

No. 1302718

A handwritten signature in dark ink, appearing to read 'R. M. Groves'.

R. M. GROVES

an authorised officer

C.69a

JX JE
24 9.91

M

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

Name of company

* EHRMANN'S GROUP PLC

1302718

V

* Insert full name
of company

I, David Harris

of Flat 4, 17 Cranley Gardens, London SW7 3BD

† delete as
appropriate

[a director][~~the secretary~~][~~the administrator~~][~~the administrative receiver~~]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][~~part~~]

‡ Insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge‡ see attached

Date of Registration§ see attached

Name and address of [chargee][trustee for the debenture holders] see attached

§ the date of
registration may be
confirmed from the
certificate

Short particulars of property charged§ see attached

§ insert brief
details of
property

And I 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 6 Highway Corner

Declarant to sign below

the 8th day of April

one thousand nine hundred and ninety two

before me A. R. Hughes

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

YC/3841/JMB

For official Use
Mortgage Section

Post room

Date of Creation

Property Charged

Chargee

EHRMANN'S GROUP PLC

19.05.83	Single Debenture	Fixed & Floating Charge on all undertaking	Banco Urquigo Hispano Americano Limited
14.05.87	Guarantee & Debenture	Fixed & Floating Charge on all undertaking	Banco Hispano Americano Limited
17.10.88	Legal Charge	29 Corsica Street, London N5	Banco Hispano Americano Limited

(2)

(3)

(4)