

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

M12

CHA 116

To the Registrar of Companies

For official use

Company number



2809284

Name of company

*Crown Buckley Limited (the "Assignor")

Date of creation of the charge

15th June 1993

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

Security cash deposit assignment (the "Assignment") dated 15th June 1993 and made between the Assignor and United Distillers PLC (the "Assignee").

Amount secured by the mortgage or charge

All monies and liabilities, whether certain or contingent, which now or after the date of the Assignment may be or become due and payable by the Assignor to the Assignee under or pursuant to an agreement dated 27th May 1993 and made between the Assignor and the Assignee (the "Agreement" which expression shall include the Agreement as the same may howsoever, from time to time, be varied, amended, supplemented, substituted, novated or assigned) and/or the Assignment Provided that the maximum aggregate liability of the Assignor under the Agreement secured by the Assignment is limited to £1,500,000.

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

United Distillers PLC

33 Ellersly Road,

EDINBURGH

Postcode

EH12 6JW

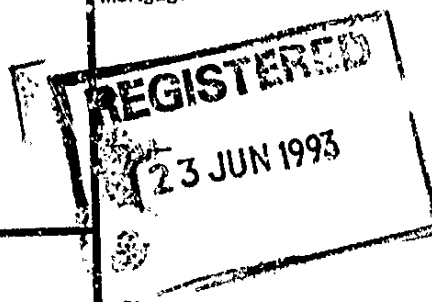
Presentor's name address and reference (if any);

McKenna & Co
Mitre House
160 Aldersgate Street
LONDON
EC1A 4DD

Ref: MCH\40586.5\JMO

Time critical reference

For official use
Mortgage Section



Post room



Short particulars of all the property mortgaged or charged

As a continuing security for the liabilities and obligations described above, the Assignor has assigned as beneficial owner to the Assignee absolutely (but subject to redemption upon payment of all monies and discharge of all obligations and liabilities covenanted to be paid by the Assignment) all its right, title, benefit and interest in its deposit account number 97156477 with National Westminster Bank PLC at 15 Bishopsgate, London and any renewal or redesignation or substitution thereof together with all the Assignor's right, title and interest in and to all sums from time to time deposited therein or standing to the credit thereof (including any renewed or substituted deposits) in whatever currency denominated and all interest and other accruals, accrued and accruing thereon (the "Account"), whatsoever, present and future, and in any certificates of deposit, deposit receipts or other instruments or securities relating thereto (together the "Charged Property").

N.B. The Assignment contains provisions whereby the Assignor covenants that during the continuance of the Assignment the Assignor shall:-

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)

Signed

McKenzie

Date

22nd June 1993

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.

- (i) not withdraw any sums from time to time standing to the credit of or comprising the Account (save if the Assignor has paid to the Assignee the sum of £187,500 in respect of the Third Payment prior to receiving the Third Payment of the Grant and the Assignor subsequently receives any part of the Third Payment of the Grant and pays any part of the first £187,000 of the Third Payment of the Grant (the "Retained Monies") into the Account, an amount equal to such part of the Retained Monies which are paid into the Account), and shall not sell, assign, transfer or otherwise deal with the whole or any part of the Charged Property or purport or attempt so to do or create or permit to subsist any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement, contractual arrangement having the affect of security, conditional sale or other title retention agreement or other security interest whatsoever, howsoever created or arising (each a "Security Interest"), (other than in favour of the Assignee and the second fixed charge and floating charge over, inter alia, all monies standing to the credit of the Account each granted by the Assignor in favour of Barclays Bank PLC as agent for certain financial institutions defined therein as lenders and as security for monies due and payable under a facility agreement of even date with the Agreement between the Assignor and Barclays Bank PLC), on or over the Charged Property or any part thereof or interest therein or right in respect thereof or enter into an agreement to grant or create any such Security Interest; and
- (iii) not release, grant time or indulgence or compound with any third party or suffer to arise any set-off or other adverse rights against the whole or any part of the Charged Property nor do or omit to do anything which may delay or prejudice the right of the Assignee to receive payment of any sums from time to time standing to the credit of or comprising the Account.

Capitalised terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms at the date of the Assignment in the Agreement.



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 15th JUNE 1993
and created by CROWN BUCKLEY LIMITED

for securing all moneys due or to become due from the Company to UNITED
DISTILLERS PLC NOT EXCEEDING £1500000 under the terms of THE AGREEMENT

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 23rd JUNE 1993

Given under my hand at the Companies Registration Office,
Cardiff the 25th JUNE 1993

No. 2809284

A handwritten signature in cursive script, appearing to read 'M. Saha'.

M. SAHA

an authorised officer

C.69

L.C.
25/6/93

M

COMPANIES FORM No.395

Particulars of a mortgage or charge**395**

Pursuant to section 395 of the Companies Act 1985

M62

Please do not write
in this margin

To the Registrar of Companies

For official use

✓ 21

Company number

2809284

Name of company

Crown Buckley Limited ("the Company")

Date of creation of the charge

15th June 1993

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

A Deed of Assignment of Life Policies dated 15th June 1993 made between the Company (as Principal Borrower) (1) and Barclays Bank PLC (as Security Trustee) (2) ("the Charge")

Amount secured by the mortgage or charge

See Part II of the attached Schedule

Name(s) and address(es) of the mortgagee(s) or person(s) entitled to the charge

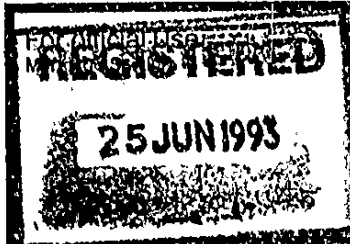
Barclays Bank PLC, Murray House, 1 Royal Mint Court, London EC3N 4HH
("Barclays") as trustee for the Lenders (as defined below)

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

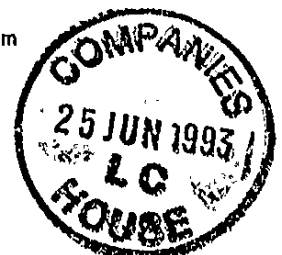
Lovell White Durrant
65 Holborn Viaduct
London EC1A 2DY
Tel.071 236 0066

A1/SCL/SHB/AJP/001BB.11700

Time critical reference



Post room



Please see Parts III, IV and V of the attached Schedule

NB The attached Schedule includes covenants by and restrictions on the Company which protect and further define the charges and which must be read as part of the charges created.

Particulars as to commission allowance or discount

N/A

Signed

Lucretia White Dorell

Date

25d June 1993

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 This form should be addressed to:

Mortgage Section
PO Box 716
Companies House
Crown Way
CARDIFF CF4 3YA

SCHEDULE TO FORM 395

PART I

DEFINITIONS

In this Form 395:-

"Agent" means Barclays acting in its capacity as agent for the Lenders under the Facilities Agreement and shall be construed to include any lawfully appointed successor as Agent;

"Banks" means, prior to any transfer pursuant to Clause 22.3 of the Facilities Agreement, the Underwriter and, thereafter, the Underwriter and the Transferees for so long as they remain as lending or committed banks under the Facilities (and includes where the context admits or requires, the Working Capital Bank);

"CMML Facility" means the committed money market line facility referred to in clause 2.1(d) (Facilities) of the Facilities Agreement, as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facilities Agreement;

"Debenture" means the guarantee and debenture, in the agreed terms, to be issued by the Principal Borrower in favour of the Agent for itself and as trustee for the Lenders creating fixed and floating charges over the property and assets of the Principal Borrower described therein, which expression shall include, where the context admits or requires, any further debenture or supplemental agreement securing all or any part of the same liabilities entered into by the Principal Borrower or any Group Company;

"Facilities" means the Medium Term Loan Facility, the Revolving Loan Facility, the Working Capital Facility, the CMML Facility and the No. 2 Overdraft Facility and "Facility" shall be construed accordingly;

"Facilities Agreement" means an agreement dated 27th May 1993 and made between the Company (as Principal Borrower) (1), Barclays (as Underwriter) (2), Barclays (as Working Capital Bank) (3) and Barclays as Agent and Security Trustee (4) and shall include any amendments, supplements, accessions, variations or additions to the Facilities Agreement, including with limitation changes to the facilities provided thereunder or their maximum amount;

"Group" means, at any time, the Principal Borrower and its Subsidiaries at that time and "Group Company" means any of them;

"the Insurer" means the company or companies or office or offices issuing or directed by the Security Trustee to issue the Policies or any new or substituted policy charged or intended to be charged;

"Key-Man Policies" means the insurance policies referred to in Part IV of this Schedule;

"Lenders" means the Banks and the Working Capital Bank;

"Medium Term Loan Facility" means the medium term loan facility referred to in clause 2.1(a) (Facilities) of the Facilities Agreement, as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facilities Agreement;

"Net Disposal Proceeds" means, in relation to any assets (including, without limitation, businesses and shares) of a Group Company, the proceeds of any disposal thereof less reasonable costs incurred to third parties at arms length to the relevant Group Company in such disposal and any tax arising as a result of such disposal, but does not include proceeds of any disposals permitted by paragraphs (i), (ii), (iii) or (iv) of clause 15.1(d) of the Facilities Agreement (Restrictions on Disposals);

"No.2 Overdraft" means the No.2 overdraft facility provided by the Working Capital Bank in accordance with Clause 2.1(e) of the Facilities Agreement;

"the Policies" means the Key-Man Policies and all other policies of whatsoever nature from time to time assigned to the Security Trustee in accordance with the terms hereof;

"Realisation Account" means an interest-bearing sterling deposit account in the name of the Principal Borrower opened in the books of such bank as the Agent may nominate entitled "*name of Agent* - Realisation Account re *Group Company*" into which Net Disposal Proceeds are to be paid pursuant to clause 9.4 (Mandatory Prepayment of Net Disposal Proceeds) of the Facilities Agreement and charged under the Debenture;

"Revolving Loan Facility" means the revolving loan facility referred to in clause 2.1(b) (Facilities) of the Facilities Agreement, as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facilities Agreement;

"Security Documents" means together the Debenture, the Charge and the Trade Mark Mortgage and shall include any substituted or additional security entered into by the Principal Borrower or any other Group companies in favour of the Agent to secure all or part of the same liabilities, and "Security Document" means any of them;

"Security Trustee" means Barclays in its capacity as security trustee for the Lenders under the Security Documents which expression shall include any successor thereto substituted in accordance with the Facilities Agreement but in any case any third party may rely on a deed of transfer of the Charge executed by the Security Trustee and by the successor as conclusive evidence of any change of Security Trustee;

"Subsidiary" means:

- (a) a subsidiary as defined in Section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking as defined in Section 21 of the Companies Act 1989;

"Trademark Mortgage" means the trademark mortgage, in the agreed terms, to be entered into between the Principal Borrower (1) and the Agent (2), which expression shall include, where the context admits or requires, any further trademark mortgage securing all or part of the same liabilities entered into by the Principal Borrower or any Group Company;

"Transferee" means a bank or other financial institution to which a Bank seeks to transfer or has transferred all or part of its rights and obligations under the Facilities Agreement in accordance with clause 22.3 of the Facilities Agreement (Assignment and Transfer);

"Working Capital Bank" means Barclays as provider of the Working Capital Facilities; and

"Working Capital Facilities" means the Working Capital Facilities as that expression is defined in the Facilities Agreement and any other banking facilities of any nature whatsoever that may from time to time be made available to any Group Company by Barclays.

PART II

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

Under Clause 2.1 of the Charge, the Company covenanted and guaranteed that:-

- (a) it will on demand in writing made to it by the Agent at any time after the Agent is entitled under the terms of the Facilities Agreement to make such demand pay to the Security Trustee for the account of the Banks all monies and discharge all obligations and liabilities which shall for the time being (and whether on or at any time after such demand) be due, owing or incurred to each of the Banks by the Company or any other Group Company under the Facilities Agreement; and
- (b) it will on demand in writing made to it by the Security Trustee pay to the Security Trustee for the account of the Working Capital Bank all monies and discharge all obligations and liabilities which shall for the time being (and whether on or at any time after such demand) be due, owing or incurred by the Company or any other Group Company to the Working Capital Bank in respect of the Working Capital Facilities,

in each case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety, together with all interest, commission or other proper charges and expenses to which the Lenders, the Security Trustee, the Agent or any of them shall be entitled in terms of the Facilities Agreement.

PART III

SHORT PARTICULARS OF ALL THE PROPERTIES MORTGAGED OR CHARGED

Under Clause 3 of the Charge, the Company as beneficial owner assigned and agreed to assign unto the Security Trustee all its right, title and interest in and to the Key-Man Policies including all new, amended and substituted policies relating thereto and all monies including bonuses accrued or which may at any time hereafter accrue and which shall become payable thereunder and the benefit of all powers and remedies for enforcing the same absolutely as a continuing security to the Security Trustee for the payment or discharge by the Company of all monies and liabilities covenanted under the Charge to be paid or discharged subject only to the proviso for redemption contained in Clause 4 of the Charge.

PART IV

THE KEY-MAN POLICIES

<u>Life Assured</u>	<u>Sum Assured (£)</u>	<u>Insurer</u>	<u>Policy No.</u>	<u>Term</u>
Michael Salter	250,000	Scottish Equitable Life Assurance Society	3635439	3 years
Richard Cunningham	250,000	"	3622313	3 years
Philip Moore	100,000	"	3632547	3 years
James Barrett	100,000	"	3622267	3 years

PART V

COVENANTS AND RESTRICTIONS

Under Clause 5 of the Charge, the Company covenanted with the Security Trustee that:-

- (a) the Policies are valid and that nothing shall be done, permitted or suffered by the Company whereby the Security Trustee, or any person claiming title through the Security Trustee, may be prevented from receiving the monies payable thereunder or any part thereof;
- (b) if the Policies shall become voidable or void the Company will forthwith, at the Company's own sole cost, do all such things as may be necessary (i) if only voidable, for keeping the same on foot; or (ii) if void, for effecting or for enabling the Security Trustee to effect (as it is authorised under the Charge to do) a new policy or new policies on the life of the insured for such sum or sums as would have been payable under the void policy or policies if the life insured had died immediately before the same became void, such policy to be effected in the name of the Company and assigned to the Security Trustee as contemplated by Clause 5.3 of the Charge; for the avoidance of doubt, the Company is not obliged by the terms of the Charge to renew the Key-Man Policies following their expiry at the end of their natural term;
- (c) every such new policy and the monies to be assured thereby shall be subject to the Charge and to the powers and provisions contained in the Charge or implied by statute and applicable hereto as fully to all intents as the Policies and the Company will, at the Company's own sole cost and at the request of the Security Trustee, execute any deed and do all things necessary to charge and assign every such new policy so as to give effect to this covenant;
- (d) the Company has not borrowed and will not borrow any monies from the Insurer pursuant to the terms of the Policies;
- (e) all monies arising under the Policies shall be paid into the Realisation Account and applied in accordance with Clause 10 of the Charge.

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 15th JUNE 1993
and created by CROWN BUCKLEY LIMITED

for securing all moneys due or to become due from the Company to BARCLAYS
BANK PLC (AS SECURITY TRUSTEE) AS TRUSTEE FOR THE LENDERS (AS DEFINED)
UNDER THE FACILITIES AGREEMENT (AS DEFINED) AND IN RESPECT OF THE WORKING
CAPITAL FACILITIES (AS DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 25th JUNE 1993

Given under my hand at the Companies Registration Office,
Cardiff the 29th JUNE 1993

No. 2809284

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

M. SAM

an authorised officer

C.697
POST
29/6/93

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COMPANIES FORM No.395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

Please do not write
in this margin

To the Registrar of Companies

For official use

<input checked="" type="checkbox"/>	<input type="checkbox"/>	3
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M83

Company number

2809284

Name of company

CROWN BUCKLEY LIMITED (the "Company")

Date of creation of the charge

15th June 1993

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

See Part 2 of the attached Schedule.

Amount secured by the mortgage or charge

See Part 3 of the attached Schedule.

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A.

24/6
i.e. The Company and/or Filbux 3.3 Limited

7. the facilities Agreement dated 15 June 1993 and any other
Security Documents (as defined)

Name(s) and address(es) of the mortgagee(s) or person(s) entitled to the charge

Barclays Bank PLC, Murray House, 1 Royal Mint Court, London EC3N 4HH as
trustee for the Beneficiaries (as defined below).

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

12.5
Lovell White Durrant
65 Holborn Viaduct
London EC1A 2DY
Tel: 071 236 0066

A1/SMB/AJP

Time critical reference

For official Use
Mortgage Section

REGISTERED
25 JUN 1993

Post room



See Parts 4, 5 and 6 of the attached Schedule.

N.B. The attached Schedule includes covenants by and restrictions on the Company which protect and further define the charges and which must be read as part of the charges created.

Particulars as to commission allowance or discount

Signed Lesell White Dorell Date 25th June 1993

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 situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, as "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 This form should be addressed to:

Mortgage Section
PO Box 716
Companies House
Crown Way
CARDIFF CF4 3YA

SCHEDULE TO FORM 395

Part 1

Definitions

In this Form 395:

"Acquisition Agreement" means the agreement, in the agreed terms, entered or to be entered into between each of the Vendors (1) and the Company (2) providing inter alia for the acquisition of the Business and the acquisition of the Shares;

"Acquisition Completion" means the completion of the acquisition of the Shares and the Business as contemplated in the Acquisition Agreement;

"Agent" means Barclays in its capacity as agent for the Lenders under the Facilities Agreement and shall be construed to include any lawfully appointed successor as Agent;

"Banks" means, prior to any transfer pursuant to Clause 22.3 of the Facilities Agreement, the Underwriter and thereafter the Underwriter and the Transferees for so long as they remain lending or committed banks under the Facilities (and includes where the context admits or requires, the Working Capital Bank);

"Beneficiaries" means together the Banks, the Working Capital Bank and the Subordinated Lenders, and includes any one or more of them, and

"Beneficiary" shall be construed accordingly;

"CMMML Facility" means the committed money market line facility referred to in Clause 2.1(d) (Facilities) of the Facilities Agreement, as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facilities Agreement;

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, credit balance with a bank deposited for security purposes, or any other security agreement or arrangement, whether conditional or not and whether relating to existing or future assets securing any obligation of any relevant person or any other type of preferential arrangement (including, without limitation, transfer and title retention arrangements) having a similar effect;

"Escrow Account" means the account in the name of the Company with National Westminster Bank PLC into which the Welsh Office Grant monies are paid, and over which the Vendor has a first fixed charge;

"Facilities" means the Medium Term Loan Facility, the Revolving Loan Facility, the Working Capital Facility, the CMMML Facility and the No.2 Overdraft Facility;

"Facilities Agreement" means the Facilities Agreement dated 27th May 1993 made between the Company (as Principal Borrower) (1), Barclays as Underwriter (2), Barclays as Working Capital Bank (3) and Barclays as Agent and Security Trustee (4) and shall include any amendments, supplements, accessions, variations or additions to the Facilities Agreement, including without limitation changes to the facilities provided thereunder or their maximum amount;

"Financing Agreements" means together the Facilities Agreement and the Subordinated Loan Agreement and includes any one or more of them; and

"Financing Agreement" shall be construed accordingly;

"Group Company" means, at any time, any of the Company and its Subsidiaries at that time;

"Intercreditor Agreement" means the Intercreditor Deed of even date herewith made between Barclays (as Senior Agent) (1) Prudential Venture Managers Limited (as Subordinated Agent) (2) and the Company (as Principal Borrower) (3);

"Lenders" means the Banks and the Working Capital Bank;

"Medium Term Loan Facility" means the medium term loan facility referred to in clause 2.1(a) (Facilities) of the Facilities Agreement, as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facilities Agreement;

"No.2 Overdraft Facility" means the No.2 overdraft facility provided by the Working Capital Bank in accordance with Clause 2.1(e) of the Facilities Agreement;

"Revolving Loan Facility" means the revolving loan facility referred to in Clause 2.1(b) (Facilities) of the Facilities Agreement, as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facilities Agreement;

"Security Trustee" means Barclays acting as security trustee for the Beneficiaries which expression shall include any successor substituted in accordance with the Facilities Agreement but in any case any third party may rely on a deed of transfer of mortgage executed by the Security Trustee and by the successor as conclusive evidence of any change of Security Trustee;

"Subordinated Lenders" means Prudential Nominees Limited and CINB Nominees (London) Limited and shall be construed to include their respective successors, assignees and transferees in respect of the Subordinated Loan Agreement for so long as such successors remain lenders under the Subordinated Loan Agreement, and

"Subordinated Lender" shall be construed to mean either of them;

"Subordinated Loan Agreement" means the loan agreement of even date herewith between the Subordinated Lenders (1) Prudential Venture Managers Limited (as Subordinated Agent) (2) and the Company (3);

"Subsidiary" means:

- (a) a subsidiary as defined in Section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking as defined in Section 21 of the Companies Act 1989, and

"Subsidiaries" shall be construed accordingly;

"Trade Loans" means loans made available to customers in the ordinary course of business prior to the Acquisition Completion Date by Crown Brewery Plc and/or loans to be made available to customers in the ordinary course of business after the Acquisition Completion Date by the Company or any other Group Company;

"Trademark Mortgage" means the trademark mortgage, in the agreed terms, to be entered into between the Company (1) and the Agent (2), which expression shall include, where the context admits or requires, any further trademark mortgage securing all or part of the same liabilities entered into by the Company or any Group Company;

"Transferee" means a bank or other financial institution to which a Bank seeks to transfer or has transferred all or part of its rights and obligations under the Facilities Agreement in accordance with clause 22.3 (Assignment and Transfer) of the Facilities Agreement; and

"Transferees" shall be construed accordingly;

"Vendors" means together Buckleys Brewery PLC and United Distillers PLC;

"Welsh Office Grant" means the grant of £1,500,000 payable in three instalments to the Company from the Welsh office in accordance with the terms and conditions of grant contained in a letter to the Company from the Welsh Office dated 26th May 1993;

"Working Capital Bank" means Barclays Bank PLC in its capacity as provider of the Working Capital Facility and the No.2 Overdraft Facility, and includes its substitutes, successors, assignees and transferees from time to time in that capacity;

"Working Capital Facilities" means the Working Capital Facility as that expression is defined in the Facilities Agreement and any other banking facilities of any nature whatsoever that may from time to time be made available to any Group Company by Barclays; and

"Working Capital Facility" shall be construed accordingly.

Part 2

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

Guarantee and Debenture (the "Guarantee and Debenture") dated 15th June 1993 and made between the Company (as Principal Borrower) (1) and Filbuk 313 Limited (2) and Barclays Bank PLC ("Barclays") (as Security Trustee) (3).

Part 3

Amount secured by the Mortgage or Charge

Under Clause 2 of the Guarantee and Debenture, the Company jointly with Filbuk 313 Limited and severally covenanted and guaranteed that:

- (a) it would on demand in writing made to it by the Agent at any time after the Agent is entitled under the terms of the Facilities Agreement to make such demand pay to the Security Trustee for the account of the Banks all moneys and discharge all obligations and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to each of the Banks by it under the Facilities Agreement;
- (b) it would on demand in writing made to it by the Agent pay to the Security Trustee for the account of the Banks all moneys and discharge all obligations and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to each of the Banks by any other Group Company under the Facilities Agreement;
- (c) it would on demand in writing made to it by the Security Trustee pay to the Security Trustee for the account of the Working Capital Bank all moneys and discharge all obligations and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred by it in respect of the Working Capital Facilities;
- (d) it would on demand in writing made to it by the Security Trustee pay to the Security Trustee for the account of the Working Capital Bank all moneys and discharge all obligations and liabilities which shall for the time being be due owing or incurred by any other Group Company in respect of the Working Capital Facilities;
- (e) it would on demand in writing made to it by the Security Trustee (but subject to the Intercreditor Agreement) at any time after the Subordinated Agent has made declarations or demand under Clause 9 of the Subordinated Loan Agreement pay

to the Security Trustee for the account of the Subordinated Lenders all moneys and discharge all obligations and liabilities which shall for the time being be due owing or incurred by it to the Subordinated Agent or any of the Subordinated Lenders under the Subordinated Loan Agreement; and

- (f) it would on demand in writing made to it by the Security Trustee (but subject to the Intercreditor Agreement) at any time after the Subordinated Agent has made a declaration or demand under Clause 9 of the Subordinated Loan Agreement pay to the Security Trustee for the account of the Subordinated Agent and the Subordinated Lenders all moneys and discharge all obligations and liabilities which shall for the time being be due owing or incurred by any other Group Company to the Subordinated Lender or any of the Subordinated Lenders under the Subordinated Loan Agreement;

in each case:

- (i) whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety (under any document whether executed before, at the same time as, or at any time after execution of the Guarantee and Debenture); and
- (ii) whether or not such indebtedness, obligations or liabilities shall have been incurred directly to the Beneficiary concerned or such Beneficiary is entitled to lodge a claim in respect thereof only by reason of the sale or assignment of such indebtedness or liability to it by the party originally entitled;

on the basis that interest (in the absence of express agreement to the contrary) shall be computed and compounded according to the provisions of the relevant Financing Agreement as well after as before any demand made or judgment obtained under the Guarantee and Debenture.

Part 4

Short particulars of all the property mortgaged or charged

1. Under Clause 4 of the Guarantee and Debenture the Company as beneficial owner charged to the Security Trustee with the payment and discharge of all moneys and liabilities covenanted by the Guarantee and Debenture to be paid or discharged by it:
 - (a) by way of first legal mortgage, all the Company's freehold and leasehold property the title to which is registered at HM Land Registry (including but not limited to the interest of the Company in the properties described in Part 6A of this Schedule) together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon;
 - (b) by way of first legal mortgage, all other freehold and leasehold property now vested in the Company and not registered at HM Land Registry (including but not limited to the interest of the Company in the properties described in Part 6B of this Schedule) together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon;
 - (c) by way of first fixed charge, all future freehold and leasehold property of the Company together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon;
 - (d) by way of first fixed charge, all estates and interests not effectively charged before in the Guarantee and Debenture now or hereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company now or hereafter annexed to all freehold

and leasehold property its estate or interest in which stands charged under the Guarantee and Debenture;

- (e) by way of first fixed charge, all book debts both present and future due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, bank accounts (including without limitation, each and every account with any bank which is designated as a collection account for book and other debts and the Escrow Account), rights of tracing and unpaid vendors' liens and similar and associated rights;
- (f) by way of first fixed charge, all other monetary debts and claims both present and future including things in action which give rise or may give rise to a debt or debts (except any policies of assurance relating to personal accident or permanent health taken out for the purpose of benefiting any employee or his dependants to the extent that the Company is under a legal liability to pay out the benefit of such policies or actually pays out the benefit of such policies (whether or not at the discretion of the Company) to the employee or his dependants) now or hereafter due or owing to such Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are described in sub-clause (e) above, and all rights and claims arising pursuant to the Acquisition Agreement;
- (g) by way of first fixed charge:
 - (i) all stocks and shares and other interests both present and future including (without prejudice to the generality of the foregoing) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company in (and from) any company including, without limitation, in (and from) any company which is a Subsidiary of any of the Companies; and
 - (ii) the full benefit of all stocks, shares and securities which, or the certificates of which, are now or may at any time hereafter be lodged with or held by or transferred to or registered in the name of the Security Trustee or its nominees; and
 - (iii) all rights in respect of or incidental to the property described at (i) and (ii) above (the property described at (i) to (iii) inclusive hereby charged being hereinafter called "the Securities"); and

- (iv) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation, or otherwise to or in respect of any of the Securities, including all dividends, interest and other income payable in connection therewith (all of which property described at (i) to (iv) inclusive, hereby charged are hereinafter called "Interests in Securities"),

but so that neither the Security Trustee nor any of the Beneficiaries shall in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with Interests in Securities;

- (h) by way of first fixed equitable charge, the goodwill, trade marks and trade mark application (and all goodwill associated therewith), service marks, trade names, copyrights, rights in the nature of copyright, design rights, all trade secrets and know-how and all other intellectual property rights now or hereafter obtained by the Company or any Group Company or (to the extent that the same may be capable of becoming the subject of a valid charge) in which the Company may have an interest (but excluding the property charged by the Trademark Mortgage) and the benefits of all present and future agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation of rights of such nature whether owned by the Company or others and the uncalled capital of the Company both present and future; and
- (i) by way of floating charge, all the undertaking and all property and assets of the Company whatsoever and wheresoever both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, Northern Ireland and the Republic of Ireland and the property described in paragraphs (a) to (h) inclusive if and so far as the charges thereon or on any part thereof contained in the Guarantee and Debenture shall for any reason be ineffective as fixed charges.

2. Under Clause 4.3 of the Guarantee and Debenture:

- (a) the Company, as beneficial owner, assigned by way of security to the Security Trustee all of its right, title and interest in and to all Trade Loans advanced by it and/or by any of its Subsidiaries (including for the avoidance of doubt by Crown Brewery Plc before Acquisition Completion) and to all charges, mortgages and other forms of security given by debtors in support of or otherwise in relation to such Trade Loans; and

- (b) the Company undertook that if and whenever required by the Security Trustee (whether before, on, or after any demand made under the Guarantee and Debenture) it would promptly execute from time to time in favour of the Security Trustee and deliver a legal assignment and/or charge over any of the Trade Loans and security assigned under Clause 4.3(a) of the Guarantee and Debenture and all other deeds and assurances the Security Trustee may require and do all such things as the Security Trustee may require and will forthwith after the execution of any such further security document serve notice of such assignment on the relevant Trade Loan debtors and use all reasonable endeavours to procure the execution and delivery to the Security Trustee by the relevant Trade Loan debtors of an acknowledgement of the notice of assignment.

Part 5

Covenants and Restrictions

1. Under Clause 4.4 of the Guarantee and Debenture, the Company covenanted that without prejudice to the covenant for further assurance deemed to be included in the Guarantee and Debenture by virtue of Section 76(i)(c) of the Law of Property Act 1925, the Company shall on demand in writing made to it by the Security Trustee at its own cost execute in the Security Trustee's standard form (mutatis mutandis) or in such other form as the Security Trustee may require in each case on terms no more onerous than those contained in the Guarantee and Debenture:
 - (a) a valid legal charge, mortgage, standard security or other hypothecation (as appropriate) in favour of the Security Trustee over any heritable property in Scotland or freehold property in Northern Ireland or the Republic of Ireland owned, or over any recorded lease of heritable property in Scotland or any leasehold property in Northern Ireland or the Republic of Ireland held, by the Company as at the date of the Guarantee and Debenture and over heritable fixtures and fittings and fixed plant and machinery at any time thereon, including (without prejudice to the generality of the foregoing) tenant's fixtures and fittings in and upon such leased property; and/or
 - (b) a valid legal mortgage of any freehold and leasehold and heritable properties the legal or equitable interest in which is acquired by the Company after the date of the Guarantee and Debenture and of the fixtures (including trade fixtures) and fixed plant and machinery at any time thereon and of all stocks, shares and other securities and of all policies of life assurance (but not including any policies relating to personal accident or permanent health insurance referred to in sub-clause 4.1(f) of the Guarantee and Debenture) and also such other documents as the Security Trustee may reasonably require but on terms no more onerous than as are contained in the Guarantee and Debenture in connection with the security created by the Guarantee and Debenture further to secure the payment or discharge to the Security Trustee of the moneys and liabilities secured by the Guarantee and Debenture.
2. Under Clause 7 of the Guarantee and Debenture the Company covenanted that during the continuance of the security created by the Guarantee and Debenture it would:
 - (a) get in and realise all book debts and other debts and claims charged by the Guarantee and Debenture and pay all moneys which it may receive in respect thereof into its account with the Security Trustee and/or such other

bank or banks as the Security Trustee may from time to time nominate forthwith on receipt and, pending such payment, hold all moneys so received upon trust for the Security Trustee on behalf of itself and the Beneficiaries and subject to the provisions of the Facilities Agreement shall not without the prior consent of the Security Trustee in writing purport to sell, charge, factor, discount or encumber or assign or otherwise sell or dispose of the same (or any interest therein) in favour of any other person and shall if called upon to do so by the Security Trustee at any time:-

- (i) execute a legal assignment of such book debts and other debts and claims to the Security Trustee and give notice thereof to the relevant debtor; and/or
 - (ii) deliver such particulars as to the amount and nature of such book and other debts and claims as the Security Trustee may from time to time require;
- (b) if and whenever the Security Trustee shall so require, forthwith cause to be given such new or additional charge or other security over such assets or classes of assets available for security as the Security Trustee may from time to time specify to secure the monies and liabilities covenanted by the Guarantee and Debenture to be paid or discharged, where such assets have not been previously charged to the Security Trustee (on behalf of itself and the Beneficiaries) or, if so charged, where the Security Trustee reasonably believes that such new or additional charge or other security is necessary to maintain or protect the rights of itself and any of the Beneficiaries over such assets, together with (in the case of security created on assets situated outside England and Wales) such legal opinions (if any) as the Security Trustee may require from lawyers acceptable to it in relation to such new or additional charge or other security provided that the Company shall not be required when giving such new or additional charge or other security to enter into covenants and/or obligations more onerous than those contained in the Guarantee and Debenture unless the same are required for the effective creation or enforcement of such new or additional charge or other security or for the protection of the Security Trustee and the Beneficiaries or are consistent with normal banking practice;
- (c) ensure that the amounts guaranteed by the Guarantee and Debenture to be paid by it will at all times constitute its direct, unconditional and general obligations and, unless the Security Trustee otherwise agrees, will rank (save in respect of statutory preferential debts) at least pari passu with all present and future outstanding indebtedness issued, created, assumed or guaranteed by the Company;

- (d) not without the consent in writing of the Security Trustee (and save for any security created in favour of the Security Trustee or otherwise permitted by the Facilities Agreement) create, incur or permit to subsist any Encumbrance on any of its present or future property assets or revenues to secure any liability, actual or contingent;
- (e) not, without the prior written consent of the Security Trustee, enter into any arrangement whereby any person (other than another Group Company which shall have executed a deed supplemental hereto) shall acquire or gain the right to acquire the right to carry on the whole or any part of the trade or business presently being carried on by any Group Company; and
- (f) not voluntarily to surrender or terminate any lease or licence by virtue of which it holds any of such properties or vary or waive or estop itself from enforcing the obligations on the part of the landlord or licensor contained therein without in such case the prior consent of the Security Trustee (such consent not to be unreasonably withheld or delayed).

Part 6

The Property

A. - PROPERTY REGISTERED AT HM LAND REGISTRY

<u>Title Number</u>	<u>Property</u>
1. TY130905	2 Coquet Grove, Throckley, Newcastle-upon-Tyne
2. WA171036	Freehold land adjoining the Brewery at Pontyclun, Mid Glamorgan
3. WA152417	Old Co-operative Store, Cardiff Road, Hawthorn, Pontypridd
4. WA475308	Glyncoch Social Club and Institute, Porcher Avenue, Glyncoch, Pontypridd
5. WA518042	Plot 41, Ynysddu Farm Estate, Pontyclun, Mid Glamorgan
6. WA269592 & WA140755	Penrhiwfer Working Men's Club, Penrhiwfer Road, Rhondda, Mid Glamorgan
7. WA586275, WA584385 (allocated numbers) P161899, P176755, P117944, WA115418, WA85249, WA537953 & WA193336	Brewery Site at Gilbert Road, Llanelli, Dyfed

B. - PROPERTY NOT REGISTERED AT HM LAND REGISTRY

1. All that freehold land with the Brewery thereon situated at
Cowbridge Road, Pontyclun, Mid Glamorgan
2. All that freehold land and premises known as Station Yard,
Narberth, Dyfed
3. All that freehold land with premises erected thereon known as
Bayview Social Club, Princess Margaret Way, Port Talbot, West
Glamorgan



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 15th JUNE 1993
and created by CROWN BUCKLEY LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR
FILBUK 313 LIMITED to BARCLAYS BANK PLC (AS TRUSTEE FOR THE BENEFICIARIES,
AS DEFINED) UNDER THE TERMS OF THE FACILITIES AGREEMENT DATED 15th JUNE
1993 AND ANY OTHER SECURITY DOCUMENTS (AS DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 25th JUNE 1993

Given under my hand at the Companies Registration Office,
Cardiff the 30th JUNE 1993

No. 2809284

A handwritten signature in cursive script, appearing to read 'P. Davies'.

an authorised officer

C.69



Particulars of a charge

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this margin

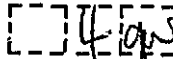
Pursuant to section 395 of the Companies Act 1985

HL-395

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

To the Registrar of Companies

For official use Company number



2809284

Name of company

CROWN BUCKLEY

Limited

Date of creation of the charge

12TH JANUARY 1995

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

THE LANTERNS, BETHESDA STREET, GEORGETOWN, MERTHYR TYDFIL, MID GLAMORGAN
TITLE NO. WA419263

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): 20 -18 - 27

BARCLAYS SECURITIES CENTRE
P.O. BOX 299
BIRMINGHAM
B1 3PF

For official use
Mortgage section

20 JAN 1995

Post room

Time critical reference



Particulars as to commission, allowance or discount

Please do not
write in this
margin

FOR BARCLAYS BANK PLC

Signed

Date

18 JAN 1995

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

Designation of position in relation to the company: ^{MANAGER} BARCLAYS SECURITIES CENTRE

FILE COPY



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

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

COMPANY No. 02809284

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 12th JANUARY 1995 AND CREATED BY CROWN BUCKLEY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JANUARY 1995.

M. SAHA

for the Registrar of Companies



COMPANIES HOUSE

HC026B

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COMPANIES FORM No. 395

Particulars of a charge

Pursuant to section 395 of the Companies Act 1985

HL-395

To the Registrar of Companies

For official use Company number

5 006

2809284

Name of company

CROWN BUCKLEY

Limited

Date of creation of the charge

12TH JANUARY 1995

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

THE ROSE AND CROWN INN, EGLWYSILAN, TAFF ELY, MID GLAMORGAN

TITLE NO. WA294736

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): 20 - 18 - 27

BARCLAYS SECURITIES CENTRE
P.O. BOX 299
BIRMINGHAM
B1 3PF

For official use
Mortgage section

Post room

20 JAN 1995

Time critical reference



Particulars as to commission, allowance or discount

Please do not
write in this
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FOR BARCLAYS BANK PLC

Signed

Date

18 JAN 1995

Please complete
legibly, preferably
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Designation of position in relation to the company: **MANAGER**
BARCLAYS SECURITIES CENTRE

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02809284

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 12th JANUARY 1995 AND CREATED BY CROWN BUCKLEY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JANUARY 1995.

A handwritten signature in cursive script, appearing to read 'M. Saha'.

M. SAHA

for the Registrar of Companies

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1995



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

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COMPANIES FORM No. 395

Particulars of a charge

395

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Pursuant to section 395 of the Companies Act 1985

PN

To the Registrar of Companies

For official use Company number

6

2809284

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

Name of company

CROWN BUCKLEY

Limited

Date of creation of the charge

23RD JANUARY 1995

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

THE DARFLE, 11 MARY STREET, ELISCA, ISLWYN, GWENT

TITLE NO. WA396423

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): 20 - 18- 27

BARCLAYS SECURITIES CENTRE
P.O. BOX 299
BIRMINGHAM
B1 3PF

For official use
Mortgage section

Post room

REGISTERED

- 1 FEB 1995



BIR *B1FG78J5* 224
COMPANIES HOUSE 01/02/95

Time critical reference

Particulars as to commission, allowance or discount

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FOR BARCLAYS BANK PLC

Signed



Date

13 JAN 1995

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in black type or
bold block lettering

Designation of position in relation to the company: **MANAGER**
BARCLAYS SECURITIES CENTRE

FILE COPY



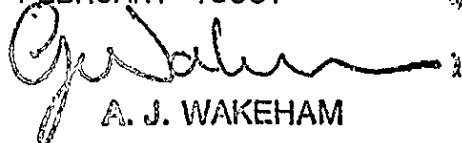
**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02809284

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 23rd JANUARY 1995 AND CREATED BY CROWN BUCKLEY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st FEBRUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd FEBRUARY 1995.


A. J. WAKEHAM

for the Registrar of Companies

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3.2
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C O M P A N I E S H O U S E

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