

# M

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in black type, or  
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\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[ 12 ]

3589962

Name of company

\* The Alehouse Group Limited

Date of creation of the charge

29th January 1999

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

Guarantee and Debenture

Amount secured by the mortgage or charge

See Rider A

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh,  
EH1 1YZ as agent and security trustee for itself and for each of the  
Secured Parties (as defined in Rider A).

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

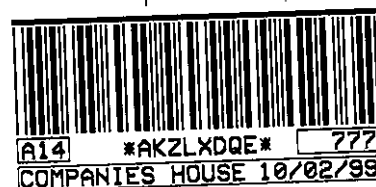
Dickson Minto W.S.  
11 Walker Street  
EDINBURGH  
EH3 7NE (Ale4.1fd)

B027/214 AJP/AF/CJM

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Rider B

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legibly, preferably  
in black type, or  
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Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Dickson Minto*

Date

*9 February 1998*

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

<sup>†</sup> delete as  
appropriate

## NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

## THE ALEHOUSE GROUP LIMITED

(Registered Number 3589962)

### RIDER A - FORM 395 (GUARANTEE AND DEBENTURE)

#### Amount secured by the Charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee and the Secured Parties together with:-

- (a) all costs, charges and expenses incurred by the Security Trustee or any of the Secured Parties in connection with the protection, preservation or enforcement of its respective rights under the Financing Documents;
- (b) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;
- (c) any further advances which may be made by any Secured Party to any Obligor under any agreement expressed to be supplemental to any of the Financing Documents and all interest, fees, and costs in connection therewith;
- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Financing Documents;
- (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.



Where:-

- "Agent" means as defined in the Facility Agreement;
- "Banks" means Banks as defined in the Facility Agreement and "Bank" means any of them;
- "Borrowers" means as defined in the Facility Agreement;
- "Company" means The Alehouse Group Limited (registered number 3589962);
- "Facility Agreement" means the facility agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated 20th January 1999 between *inter alia* the Company (1), the various banks and financial institutions named therein (2) and the Agent (3) to make available to the Borrowers certain credit facilities;
- "Financing Documents" means the Facility Agreement, the Working Capital Facility Letter, the Hedging Documents, the Security Documents, any Waiver Letter, any Transfer Certificate and any other document which the Security Trustee and the Company agree shall be designated as a Financing Document;



- "Group" means the Company and any of its subsidiaries from time to time and "member of the Group" will be construed accordingly;
- "Hedging Banks" means the banks or financial institutions which provide interest rate or other hedging facilities to any of the Obligors from time to time in terms of the Hedging Documents and "Hedging Bank" means any of them;
- "Hedging Documents" means as defined in the Facility Agreement;
- "Obligor" means the Company and any member of the Group which has any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Security Trustee and the Secured Parties or any of them for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Financing Documents;
- "Overdraft Bank" means the Bank as defined in the Working Capital Facility Letter;



"Secured Parties"	means the Banks, the Overdraft Bank and the Hedging Banks (and all or any of them as the context requires);
"Security Documents"	means as defined in the Facility Agreement;
"Security Trustee"	means The Governor and Company of the Bank of Scotland, The Mound, Edinburgh EH1 1YZ;
"Transfer Certificate"	means as defined in the Facility Agreement;
"Waiver Letter"	means as defined in the Facility Agreement; and
"Working Capital Facility Letter"	means the working capital facility letter (as such letter is amended, varied, supplemented, novated or replaced from time to time) dated on or around the date of the Guarantee and Debenture between The Alehouse Company Limited (1) and the Overdraft Bank (2) to make available to The Alehouse Company Limited certain working capital facilities.



## THE ALEHOUSE GROUP LIMITED

(Registered Number 3589962)

### RIDER B - FORM 395 (GUARANTEE AND DEBENTURE)

#### Short particulars of all the property charged

1. All freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein.
2. All plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or thereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment.
3. 375,250,000 ordinary shares of £0.01 in the capital of The Alehouse Company Limited and 1 ordinary share of £1.00 in the capital of The Alehouse Group (ESOP) Limited together with all rights, including dividends and other distributions, arising in relation thereto.
4. All other shares and stock in the capital of any company which as at the date of the Guarantee and Debenture or at any time thereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto.
5. The benefit of all present and future licences (statutory or otherwise) held in connection with the business of the Company or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to the Company in respect thereof.



6. All licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to the Company.
7. The goodwill and the uncalled capital of the Company both present and future.
8. The book debts due or owing to the Company both present and future.
9. All benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Company or (to the extent of such interest) in which the Company has an interest.
10. The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future.
11. The undertaking and all other property and assets of the Company both present and future.

The charges on the property and assets 1, 2, 3, 4, 5, 6, 7, 8 and 9 above are created as fixed charges and constitute charges by way of legal mortgage on the property 1 and 3 above now vested in the Company.

The charges on the property and assets 10 and 11 above (and also on such of the said property and assets of the Company both present and future as the Security Trustee may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged under the Guarantee and Debenture by way of fixed charge) are created as floating charges until the provisions of





Condition 14 set out in the Second Schedule to the Guarantee and Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created by the Guarantee and Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Security Trustee be first charges.

The Company authorises the Security Trustee and each Secured Party to hold as security for the Secured Liabilities any balances, credits, deposits, accounts or moneys to which it is entitled on any account with the Security Trustee or that Secured Party and following the occurrence of an Event of Default which is continuing unremedied or unwaived to apply any such balances, credits, deposits, accounts or moneys at any time without notice to the Company in satisfaction of any Secured Liabilities then due and payable.

Where:

- |                      |  |
|----------------------|--|
| "Agent"              | means the Agent as defined in the Facility Agreement;  |
| "Banks"              | means the Banks as defined in the Facility Agreement and "Bank" means any of them;                         |
| "Borrowers"          | means as defined in the Facility Agreement;  |
| "Company"            | means The Alehouse Group Limited (registered number 3589962);  |
| "Event of Default"   | means as defined in the Facility Agreement;  |
| "Facility Agreement" | means the facility agreement (as such agreement is amended, varied, supplemented, novated or replaced from |



time to time) dated 20th January 1999 between *inter alia* the Company (1), the various banks and financial institutions named therein (2) and the Agent (3) to make available to the Borrowers certain credit facilities;

"Financing Documents"

means the Facility Agreement, the Working Capital Facility Letter, the Hedging Documents, the Security Documents, any Waiver Letter, any Transfer Certificate and any other document which the Security Trustee and the Company agree shall be designated as a Financing Document;

"Group"

means the Company and any of its subsidiaries from time to time and "member of the Group" will be construed accordingly;

"Hedging Banks"

means the banks or financial institutions which provide interest rate or other hedging facilities to any of the Obligors from time to time in terms of the Hedging Documents and "Hedging Bank" means any of them;

"Hedging Documents"

means as defined in the Facility Agreement;

"Obligor"

means the Company and any member of the Group which has any liability (actual



or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Security Trustee and the Secured Parties or any of them for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Financing Documents;

"Overdraft Bank"

means the Bank as defined in the Working Capital Facility Letter;

"Secured Liabilities"

means the sums referred to in Rider A above;

"Secured Parties"

means the Banks, the Overdraft Bank and the Hedging Banks (and all or any of them as the context requires);

"Security Documents"

means as defined in the Facility Agreement;

"Security Trustee"

means The Governor and Company of the Bank of Scotland, The Mound, Edinburgh EH1 1YZ;

"Transfer Certificate"

means as defined in the Facility Agreement;

"Waiver Letter"

means as defined in the Facility Agreement; and



"Working Capital Facility Letter" means the working capital facility letter (as such letter is amended, varied, supplemented, novated or replaced from time to time) dated on or around the date of the Guarantee and Debenture between The Alehouse Company Limited (1) and the Overdraft Bank (2) to make available to The Alehouse Company Limited certain working capital facilities.

A handwritten signature in black ink, consisting of a stylized 'M' followed by a wavy line.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 3589962

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED 29TH JANUARY 1999 FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT AND WHETHER OWED JOINTLY OR SEVERALLY OR AS PRINCIPAL DEBTOR, GUARANTOR, SURETY OR OTHERWISE OR AS THE EQUIVALENT OBLIGOR (AS DEFINED) UNDER THE LAWS OF ANY OTHER JURISDICTION) OF EACH OBLIGOR (AS DEFINED) TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS AGENT AND SECURITY TRUSTEE FOR ITSELF AND FOR EACH OF THE SECURED PARTIES (AS DEFINED IN RIDER A) AND THE SECURED PARTIES (AS DEFINED) TOGETHER WITH:- (a) ALL COSTS, CHARGES AND EXPENSES INCURRED BY THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS AGENT AND SECURITY TRUSTEE FOR ITSELF AND FOR EACH OF THE SECURED PARTIES (AS DEFINED IN RIDER A) OR ANY OF THE SECURED PARTIES (AS DEFINED) IN CONNECTION WITH THE PROTECTION, PRESERVATION OR ENFORCEMENT OF ITS RESPECTIVE RIGHTS UNDER THE FINANCING DOCUMENTS (AS DEFINED); (b) ANY REFINANCING, NOVATION, REFUNDING, DEFERRAL OR EXTENSION OF OR INCREASE IN ANY OF THOSE OBLIGATIONS OR LIABILITIES; (c) ANY FURTHER ADVANCES WHICH MAY BE MADE BY ANY SECURED PARTY TO ANY OBLIGOR (AS DEFINED) UNDER ANY AGREEMENT EXPRESSED TO BE SUPPLEMENTAL TO ANY OF THE FINANCING DOCUMENTS (AS DEFINED) AND ALL INTEREST, FEES AND COSTS IN CONNECTION THEREWITH; (d) ANY CLAIM FOR DAMAGES OR RESTITUTION IN THE EVENT OF RECISSION OF ANY OF THOSE OBLIGATIONS OR LIABILITIES OR OTHERWISE IN CONNECTION WITH THE FINANCING DOCUMENTS (AS DEFINED); (e) ANY CLAIM AGAINST ANY OBLIGOR (AS DEFINED) FLOWING FROM THE RECOVERY BY AN OBLIGOR (AS DEFINED) OF A PAYMENT OR DISCHARGE IN RESPECT OF ANY OF THOSE OBLIGATIONS OR LIABILITIES ON GROUNDS OF PREFERENCE OR OTHERWISE; AND (f) ANY AMOUNTS WHICH WOULD BE INCLUDED IN ANY OF THE FOREGOING BUT FOR ANY DISCHARGE, NON-PROVABILITY, UNENFORCEABILITY OR NON-ALLOWABILITY OF THE SAME IN ANY INSOLVENCY OR OTHER PROCEEDINGS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10TH FEBRUARY 1999.

GIVEN AT COMPANIES HOUSE CARDIFF ON THE 11TH FEBRUARY 1999.

A handwritten signature in black ink, reading "R. N. Owens".

RICHARD NEIL OWENS

for the Registrar of Companies



COMPANIES HOUSE