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bold block lettering

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

Name of company

* WINEWORLD LONDON PLC ("the Mortgagor")

Date of creation of the charge

22nd July 1999

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

LEGAL MORTGAGE ("the Mortgage")

Amount secured by the mortgage or charge

The moneys due, owing or incurred by and other liabilities of the
Mortgagor to the Bank the payment and discharge of which are the subject
of covenants, undertakings and agreements contained in the Mortgage
("the Secured Obligations").

continued on continuation sheet 1, page 2

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

AIB GROUP (UK) p.l.c., 4 Queens Square, Belfast BT1 3DJ ("the Bank").

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

Dibb Lupton Alsop
125 London Wall
London EC2Y 5AE

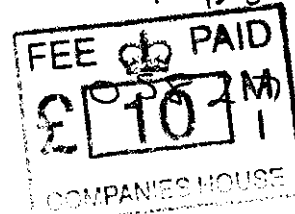
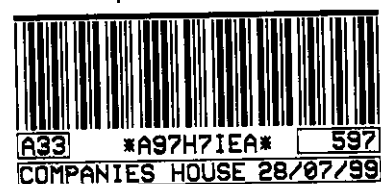
VW/ams/banking

Swana Winewld.lfd

Time critical reference

For official use
Mortgage Section

Post room



For official use

Company number

2663676

395

1. Charges

1.1 The Mortgagor (to the intent that the security created by the Mortgage shall rank as a continuing security in favour of the Bank) charged with full title guarantee to the Bank as security for the payment and discharge of the Secured Obligations:

1.1.1 by way of legal mortgage all and singular the property or properties described or referred to in the Schedule hereto;

1.1.2 by way of specific charge the Goodwill; and

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Dibb Lupton Alsop.

Date 26/7/99

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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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Company Number

2663678

Name of Company

WINEWORLD LONDON PLC ("the Mortgagor")

~~limited~~*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

NOTE.

In this form:-

"Goodwill" means the goodwill and connection of any business or businesses as at 22nd July 1999 or at any time during the continuation of the security carried on by or for the account of the Mortgagor upon all or any part of the Mortgaged Property;

"Mortgaged Property" means the property charged to the Bank pursuant to Clause 3(1)(a) of the Mortgage;

"Receiver" means a receiver appointed by the bank pursuant to the Mortgage.

SCHEDULE

All that leasehold property at Park Street, Stoney Street and Clink Street in the London Borough of Southwark as the same is more particularly described in a Lease dated 22nd July 1999 and made between (1) Railtrack plc and (2) the Mortgagor.

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

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1.1.3 if the Mortgagor is a company by way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Mortgagor as at 22nd July 1999 and from time to time placed on or used in or about the Mortgaged Property (which expression shall where the context so admits include all such items) such floating charge to crystallise (if it has not already done so) upon the earlier of:

(i) a demand being made for payment under Clause 2 of the Mortgage (without any necessity for such demand to refer specifically to such crystallisation); or

(ii) the date of service of any notice given by the Bank to the Mortgagor pursuant to Clause 3(2) of the Mortgage.

1.2 The Bank may by written notice convert the floating security into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened to be levied and may appoint a Receiver thereof;

1.3 If the Mortgagor is not a company the Bank or any Receiver (as the case may be) has been irrevocably authorised by the Mortgage as agent for the Mortgagor at any time after demand has been made under Clause 2 of the Mortgage to use, remove, store, sell or otherwise deal with any moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Mortgagor situated at the Mortgaged Property (but without thereby becoming mortgagee in possession of the Mortgaged Property) and neither the bank nor any Receiver shall be liable for any loss or damage occasioned to the Mortgagor. The Mortgagor shall indemnify the Bank and/or any such Receiver against all expenses incurred in relation to such items. The Bank or the Receiver (as the case may be) shall pay to the Mortgagor the net proceeds of sale arising from any sale of such items pursuant to the provisions of Clause 3(3) of the Mortgage.

2. Subsequent Charges

2.1 The Mortgagor has covenanted with the Bank not to create or permit to subsist any mortgage, charge or other encumbrance in favour of any other party or affecting the Mortgaged Property or any part or parts thereof without the prior written consent of the Bank.

2.2 If the Bank receives notice of any subsequent mortgage, charge or other encumbrance affecting the Mortgaged Property or any other part or parts thereof, the Bank shall be entitled to close any accounts with the Mortgagor in the books of the Bank and to open a new account or accounts in place thereof. If the Bank does not do so, it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank when it received the notice.

2.3 If the Mortgagor shall have more than one account with the Bank the Bank may at any time without notice forthwith transfer all or any part of any balance standing to the credit of any one such account to any other such account which is in debit.

FILE COPY



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

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

COMPANY No. 02663676

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 22nd JULY 1999 AND CREATED BY WINEWORLD LONDON PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AIB GROUP (UK) PLC WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th JULY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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