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COMPANIES FORM No. 395

Particulars of a mortgage or charge

170264/60

395

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

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

131

2119

Name of company

* THE BURY BREWERY COMPANY LIMITED (the "Company")

Date of creation of the charge

16th December, 2003

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

SUPPLEMENTAL FLOATING CHARGE (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligors (as defined in Continuation Sheet 1) under any of the Finance Documents (as defined in Continuation Sheet 1).

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

PRUDENTIAL ANNUITIES LIMITED (the "Lender") of Laurence Pountney Hill
London, UK.

Postcode EC4R 0HH

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

Allen & Overy
One New Change
London
EC4M 9QQ

For official Use
Mortgage Section



DTJM/NNS/BK:1191421

Time critical reference

Short particulars of all the property mortgaged or charged

By way of floating charge and with full title guarantee, all of the Company's undertaking, property and assets, present and future, whatever and wheresoever situate (including any uncalled capital).

Note: Save as provided in the Loan Agreement (as defined in Continuation Sheet 1), the Company shall not create or permit to subsist any Security Interest (as defined in Continuation Sheet 1) on any of its assets.

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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 *Allen & Co*

Date *24-12-2003*

On behalf of ~~[Company]~~ [Mortgagee/chargee] †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Continuation Sheet 1

Company Name:
The Bury Brewery Company Limited

Registered Number:
2119

In this Form 395:

"Additional Charging Subsidiary"

means a member of the Group which becomes a Charging Subsidiary in accordance with the provisions of the Loan Agreement.

"Charging Subsidiary"

means an Original Charging Subsidiary or an Additional Charging Subsidiary.

"Charging Subsidiary Accession Agreement"

means a deed in the form set out in the Loan Agreement with such amendments as the Lender may approve or reasonably require to reflect any change after the date of the Loan Agreement in, or in the interpretation of, applicable laws.

"Deed of Priorities"

means the Deed of Priorities dated on or about the date of the Loan Agreement and made between Daniel Thwaites Public Limited Company, the Original Charging Subsidiaries, the Lender, Pubco PLC and The Law Debenture Trust Corporation p.l.c.

"Finance Document"

means the Original Loan Agreement, the Loan Agreement, a Security Document, a Charging Subsidiary Accession Agreement or any other document designated as such by the Lender and Daniel Thwaites Public Limited Company.

"Group"

means Daniel Thwaites Public Limited Company and its Subsidiaries.

"Loan Agreement"

means the £20,000,000 Term Loan Agreement made between Daniel Thwaites Public Limited Company, the Original Charging Subsidiaries and the Lender and dated 16th December, 2003.

"Obligor"

means Daniel Thwaites Public Limited Company or a Charging Subsidiary.

"Original Charging Subsidiary"

means any of the Company, Yerburch Farms Limited, Thwaites Inns Limited, Shire Hotels Limited and Preston Breweries Limited.

"Original Deed of Priorities"

means the deed of priorities dated 15th December, 1999 made between the Borrower, the Original Charging Subsidiaries, the Lender, Pubco Plc and The Law Debenture Trust Corporation.

"Original Floating Charge"

means the deed dated 15th December, 1999 and made between the Borrower, the Original Charging Subsidiaries and the Lender.

"Original Loan Agreement"

means, the £25,000,000 Term Loan Agreement dated 15th December, 1999 between the Borrower, as borrower, the Lender as lender and the Original Charging Subsidiaries.

"Security Agreement"

means, in respect of Daniel Thwaites Public Limited Company and the Original Charging Subsidiaries, the Deed and, in respect of any Additional Charging Subsidiaries, a security document in form and substance acceptable to the Lender under which each such Additional Charging Subsidiary creates in favour of the Lender as security for its guarantee obligations under the Loan Agreement a floating charge over the whole of its undertaking, property and assets, both present and future, whatsoever and wheresoever situate (including uncalled capital).

"Security Document"

means the Deed, the Deed of Priorities, each Security Agreement and any other document evidencing or creating a Security Interest over any asset of an Obligor to secure any obligations of the Obligors to the Lender under the Finance Documents.

"Security Interest"

means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Subsidiary"

means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00002119

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL FLOATING CHARGE DATED THE 16th DECEMBER 2003 AND CREATED BY BURY BREWERY COMPANY, LIMITED (THE) FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OF THE OBLIGORS TO PRUDENTIAL ANNUITIES LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st DECEMBER 2003.

A handwritten signature in black ink, appearing to be 'Rw'.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —