



Registration of a Charge

Company name: **Accolade Europe Limited**

Company number: **02830414**



X5I2ADY1

Received for Electronic Filing: **21/10/2016**

Details of Charge

Date of creation: **14/10/2016**

Charge code: **0283 0414 0002**

Persons entitled: **HSBC INVOICE FINANCE (UK) LIMITED (AS UK SECURITY TRUSTEE)**

Brief description: **COUNTRY - COMMUNITY TRADE MARK, MARK - BABYCHAM [WORD], APPLICATION NO - 5406021, DATE FILED - 20.10.2006, REGISTRATION NO - 5406021. FOR DETAILS OF FURTHER INTELLECTUAL PROPERTY PLEASE REFER TO SCHEDULE 4 OF THE DEED.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2830414

Charge code: 0283 0414 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th October 2016 and created by Accolade Europe Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st October 2016 .

Given at Companies House, Cardiff on 24th October 2016

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 14 October 2016

(1) HSBC INVOICE FINANCE (UK) LIMITED
(as UK Security Trustee)

and

(2) THE COMPANIES LISTED IN SCHEDULE 1
(as Initial Charging Companies)

DEBENTURE

subject to and has the benefit of an Intercreditor Deed dated 18 October 2011 made between, among others, (1) the UK Security Trustee, (2) Harrenvale PTY Ltd (formerly GE Commercial PTY Ltd), (3) Accolade Wines Australia Holdings Limited and (4) Accolade Wines Holdings Europe Limited (the "Intercreditor Deed")



Pinsent Masons

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THIS DEBENTURE is made on

14 October

2016

BETWEEN:-

- (1) **HSBC INVOICE FINANCE (UK) LIMITED** a limited liability company incorporated in England and Wales with registered number 00759657 whose registered office is at 21 Farncombe Road, Worthing, Sussex BN11 2BW acting in its capacity as trustee for the Finance Parties (the "UK Security Trustee") which expression shall include any person for the time being appointed as UK Security Trustee or as a replacement UK Security Trustee for the purpose of and in accordance with the Security Trust Deed;
- (2) **THE COMPANIES** whose details are set out in Schedule 1 (the "Initial Charging Companies").

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Throughout this Debenture, including the Schedules, the following words and phrases shall have the following meanings:-

"Administrator" means an administrator appointed under this Debenture

"Appointee" means an Administrator or Receiver as the case may be

"Australian Facility Agreement" means the Facility Agreement dated originally dated 18 October 2011 and amended and restated on 30 January 2015 between, amongst others, Accolade Wines Australia Limited, Harrenvale Commercial Corporation (Australia) Pty Ltd (formerly known as GE Commercial Corporation (Australia) Pty Ltd) and Harrenvale PTY Ltd (formerly GE Commercial PTY Ltd). For the purposes of this document if:-

- (a) the Australian Facility Agreement is cancelled or terminated, or is for any other reason invalid, illegal or otherwise unenforceable or
- (b) all amounts owing to Harrenvale Commercial Corporation (Australia) Pty Ltd under the Australian Facility Agreement are repaid or prepaid to Harrenvale Commercial Corporation (Australia) Pty Ltd and all Harrenvale Commercial Corporation (Australia) Pty Ltd's commitments under the Australian Facility Agreement are cancelled or reduced in full

then the "Australian Facility Agreement" means the Australian Facility Agreement as it existed immediately prior to such event

"Blocked Account" means any of the following:-

- (a) each account listed in Schedule 7 as any such account may be renumbered, re-designated or subdivided from time to time and
- (b) such other bank accounts of the Charging Companies to which the proceeds of Receivables (other than Excluded Receivables) are paid by direct debit as the UK Security Trustee may designate or approve by notice in writing to the

	relevant Charging Company
"Charged Assets"	means in relation to each Charging Company, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, this Debenture and the proceeds of the disposal of the same
"Charging Company"	means each Initial Charging Company and any other company which becomes a party to this Debenture pursuant to a Supplemental Deed
"Collateral"	means in relation to any person, all property and assets, whether real or personal, tangible or intangible in which that person may at any time have any right, title or interest
"Facility Agreement"	means the UK Facility Agreement dated 18 October 2011 between, amongst others, the UK Security Trustee, GE Commercial Distribution Finance Europe Limited and the Initial Charging Companies as amended and restated recently on 27 February 2014 and most recently further amended on 14 October 2016 by an Amendment Deed entered into on or around the date of this Debenture
"Fixtures"	means in relation to each Charging Company all fixtures and fittings and fixed plant and machinery on the Real Property now or in the future
"Intellectual Property"	means in relation to each Charging Company means all patents, trade marks, service marks, designs, copyright, business names, rights in trade secrets, know how and other intellectual property rights and interests (together with any goodwill) which may subsist anywhere in the world and are owned by such Charging Company whether or not registered or capable of registration, together with all applications for registration of and rights to apply for any of the foregoing and including, but not limited to, such intellectual property rights set out in Schedule 4
"Inventory"	means in relation to each Charging Company, all inventory or stock at any time owned by it, wherever located, including all inventory or stock, merchandise, goods and other personal property which are held by or on behalf of such person for sale or lease
"Material Intellectual Property"	means any trade marks and/or service marks related to or connected with any purchased receivables or any inventory forming part of the Borrowing Base
"Non-Vesting Debt"	means in relation to a Charging Company, any Receivable to be purchased by the UK Security Trustee under the Facility Agreement which either fails to vest in the UK Security Trustee for any reason or where the assignment of that Receivable to the UK Security Trustee is void whether as between the UK Security Trustee and such Charging Company or as between the UK Security Trustee and any third party
"Other Debts"	means in relation to each Charging Company:- (a) all present and future book and other debts due or owing to such Charging Company, the proceeds of the same and all other moneys due and owing to

such Charging Company or which may become due and owing to it in the future

- (b) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of such charging company with any bank, financial institution or other person and the debts represented thereby
- (c) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution; and
- (d) the benefit of all rights, securities, Security Interests, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the debts, proceeds, moneys or sums referred to in any of paragraphs (a), (b) or (c) above

including, in each such case, all remittances and Associated Rights in respect thereof but excluding, in the case of a Charging Company which is a Seller (and for the period of time it is or remains a seller):-

- (a) Non-Vesting Debts and Excluded Receivables and
- (b) any Receivables whilst they remain vested in, or held on trust for the UK Security Trustee under the Facility Agreement

"Planning Acts"

means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning and Compensation Act 1991

"Plant and Equipment"

means in relation to each Charging Company, all plant, machinery and other equipment and all tools, furniture, attachments, accessories and other tangible personal property (except Inventory and Fixtures) owned by it now or in the future and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto

"Policies"

means in relation to each Charging Company, the policies of insurance relating to loss or damage to property and business interruption (but not, for the avoidance of doubt, worker's compensation and other third party insurances, public liability, directors and officers or "key man" insurance), in which it is interested, details of which are set out in Schedule 4, and any other policies of insurance relating to loss or damage to property and business interruption (but not, for the avoidance of doubt, worker's compensation and other third party insurances, public liability, directors and officers or "key man" insurance) in which such Charging Company may now or hereafter have an interest and "Policy" shall mean each one of the Policies

"Real Property"

means in relation to each Charging Company, all freehold and leasehold properties and other real property in England and Wales both present and future of such Charging

	Company (including the property or properties specified in Schedule 2 and set opposite its name), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein
"Receiver"	means a Receiver appointed under this Debenture
"Securities"	means in relation to each Charging Company, all its stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details which appear in Schedule 3) and all other interests (including, but not limited to, loan capital) both present and future held by each Charging Company in any person and including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof
"Security Trust Deed"	means the security trust deed dated on or around the date of this Debenture and made between, amongst others, the UK Security Trustee, GE Commercial Distribution Finance Europe Limited as a beneficiary, and GE Commercial Pty Ltd as a beneficiary
"Supplemental Deed"	means a deed supplemental to this Debenture executed by a company in substantially the form set out in Schedule 9, pursuant to which that company becomes bound by this Debenture in the capacity of a charging company
"Trustee Act"	means the Trustee Act 1925 as amended by the Trustee Investment Act 1961 and the Trustee Act 2000
"UK Secured Obligations"	has the meaning given to it in the Intercreditor Deed
"Working Day"	means any day (except Saturday and Sunday) on which banks generally are open for business in London

1.2 Interpretation

- 1.2.1 Capitalised words and phrases which are not defined or construed in this Debenture but which are defined or construed in the Facility Agreement or in the Law of Property Act 1925 or the Insolvency Act 1986 shall be construed as having the meanings ascribed to them therein.
- 1.2.2 In construing this Debenture, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words. In addition, the words "any of" shall be construed as a reference to any one or more (including all) of the rights, assets, liabilities or other things referred to.
- 1.2.3 The security constituted by, and the rights of the UK Security Trustee under, this Debenture shall be enforceable notwithstanding any change in the constitution of the UK Security Trustee or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person.
- 1.2.4 The headings in this Debenture are inserted for convenience only and shall not affect its construction or interpretation and references to a Clause or Schedule are (unless otherwise stated) to a Clause in, or a Schedule to, this Debenture.

- 1.2.5 Any reference in this Debenture to "this Debenture" or to any other agreement or document shall, unless the context otherwise requires, be construed as a reference to this Debenture or to such other agreement or document as the same may from time to time be amended, varied, supplemented, novated or replaced and shall include any document which is supplemental to, is expressed to be collateral with, or is entered into pursuant to or in connection with, the terms of this Debenture or of such other agreement or document.
- 1.2.6 Any reference in this Debenture to a person being "controlled" by another means that that other (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that person or otherwise controls or has the power to control the affairs and policies of that person and "control" shall be construed accordingly.
- 1.2.7 The illegality, invalidity or unenforceability of any provision of this Debenture under the law of any jurisdiction shall not affect its validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of any other provision of this Debenture.
- 1.2.8 Save where the context otherwise requires, the plural of any term includes the singular and vice versa.
- 1.2.9 Any reference in this Debenture to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as in force at the date of this Debenture and as subsequently re-enacted or consolidated and shall also include all instruments, orders and regulations for the time being made thereunder or deriving validity therefrom.
- 1.2.10 In this Debenture the expressions "Charging Company", "Obligor" or "UK Security Trustee" shall, unless the context otherwise requires, include their respective assignees, transferees or successors in title, whether immediate or derivative in relation to their respective interests.
- 1.2.11 If there is any conflict or inconsistency between any provision of this Debenture and any provision of the Intercreditor Deed, the provisions of the Intercreditor Deed shall prevail.
- 1.2.12 All Security and dispositions made or created, and all obligations and undertakings contained in this Debenture to, in favour of or for the benefit of the UK Security Trustee are made, created and entered into in favour of the UK Security Trustee as trustee for the Secured Parties (as defined in the Intercreditor Deed) from time to time on the terms of the Intercreditor Deed.

2. COVENANT TO PAY

Each charging company hereby jointly and severally agrees that it will on demand pay, perform and discharge to the UK Security Trustee all the UK Secured Obligations in accordance with the terms of the relevant Transaction Document evidencing or giving rise thereto.

3. CHARGING PROVISIONS

- 3.1 Each Charging Company, as continuing security for the payment, discharge and performance of all the UK Secured Obligations in relation to all of the following assets whether now or in future belonging to that Charging Company hereby, in each case with full title guarantee:-

- 3.1.1 **Fixed charges:** charges to the UK Security Trustee by way of separate first fixed charges:-

- (a) by way of legal mortgage each property specified in Schedule 2 which is set opposite its name;

- (b) by way of equitable mortgage its real property, other than the property or properties specified in Schedule 2 and the land at Norton Fitzwarren, Taunton, England (represented by ST47516, ST98175, ST229837 and ST103830), excluding any leasehold property which requires the landlord to consent to such an equitable mortgage, where such landlord's consent has yet to be obtained;
- (c) all the Plant and Equipment together with all spare parts and replacements for and all modifications and additions to the Plant and Equipment;
- (d) all its goodwill, unpaid and/or uncalled capital;
- (e) all Fixtures other than Fixtures on the Real Property at North Fitzwarren, Taunton, England (represented by ST47516, ST98175, ST229837 and ST103830);
- (f) all Intellectual Property and licences thereunder;
- (g) all its Securities, excluding any Securities in a Joint Venture which requires the consent of the other party to such Joint Venture, where such party's consent has yet to be obtained;
- (h) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the Accolade Group, save in relation to loan capital, indebtedness or liabilities which such Charging Company is permitted to deal with because doing so constitutes a Permitted Payment or Permitted Distribution;
- (i) all amounts realised by an administrator or liquidator of that Charging Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986;
- (j) all of those documents of title which at any time and for any purpose have been or may be deposited with the UK Security Trustee and the property mentioned in such documents;
- (k) any contracts relating to or benefitting any of the Charged Assets;
- (l) all of its Non-Vesting Debts;
- (m) all of its Other Debts;
- (n) all its Excluded Receivables;
- (o) all Policies (to the extent not validly assigned pursuant to Clause 3.1.3); and
- (p) all monies standing to the credit of the Blocked Account and in any other account in the name of that Charging Company under the control of or operated in accordance with the directions of GE Commercial Distribution Finance Europe Limited as lender under the Facility Agreement.

3.1.2 Floating charge: charges to the UK Security Trustee by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security under Clause 3.1.3);

3.1.3 Assignments by way of security: assigns and agrees to assign by way of security to the UK Security Trustee all its rights, title and interest in and to the benefits arising under the Policies.

3.2 Conversion of floating charge to a fixed charge

The UK Security Trustee may at any time after an Event of Default has occurred and is continuing give written notice to a Charging Company immediately converting (in whole or in part) the floating charge created by a Charging Company pursuant to Clause 3.1.2 above of this Debenture into a fixed charge in respect of that Charging Company.

3.3 Automatic crystallisation

The floating charge created by a Charging Company pursuant to Clause 3.1.2 of this Debenture shall, unless otherwise agreed by the UK Security Trustee in writing and in addition to any circumstances in which the same will occur under general law, automatically and without notice be converted into a fixed charge:-

3.3.1 upon the occurrence of an Insolvency Event in relation to the Charging Company; or

3.3.2 if any other floating charge created by that Charging Company crystallises for any reason.

3.4 Qualifying Floating Charge

The floating charge created by this Debenture is a qualifying floating charge for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986.

3.5 Further advances

This Debenture secures both present and further advances. The UK Security Trustee covenants to make available advances and further advances to the extent (and on the terms) provided for in any agreement from time to time giving rise to the UK Secured Obligations.

4. UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

4.1 General Undertakings

Each Charging Company agrees that, whilst this security exists:-

4.1.1 No Disposals

it will not dispose, lease, transfer, sell or otherwise part with possession of its assets (either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily) except as expressly permitted under Clause 8.2(h) of the Facility Agreement and the Australian Facility Agreement;

4.1.2 Outgoings

it will punctually pay all outgoings payable in respect of its Charged Assets and will promptly produce the receipts for them to the UK Security Trustee upon request;

4.1.3 Observing covenants

it will observe and perform all material restrictive and other covenants and stipulations for the time being affecting its Charged Assets or their use or enjoyment;

4.1.4 Proprietary Interests

except as expressly permitted under the Facility Agreement and the Australian Facility Agreement, it will not permit any person (including, without limitation, any member of the Accolade Group which is not a Charging Company) to become entitled to any proprietary right or interest which might affect the value, use or marketability of its Charged Assets and will ensure that no overriding interest arises under the Land Registration Acts 1925-2002;

4.1.5 Security Interests

it will not create or allow to exist a Security Interest on the whole or any part of its present or future property except Permitted Security Interests;

4.1.6 Landlord

it will notify the landlord of any leasehold property held by an Obligor of the existence of this security forthwith upon this security attaching to such leasehold property and will use all reasonable endeavours to obtain the consent of such landlord to charge such Real Property under this Debenture.

4.1.7 Accession

it will procure that, if any company that is not at the date of the Facility Agreement an Obligor and which subsequently becomes an Obligor pursuant to Clause 8.1(r) of the Facility Agreement, a duly executed Supplemental Deed is entered into concurrently with such company acceding to the Facility Agreement; and

4.1.8 Non-vesting Debts

it will not deal with, negotiate or pay remittances in respect of its Non-Vesting Debts into any account other than as specified in the Facility Agreement in relation to Receivables and will otherwise deal with such Non-Vesting Debts and their Associated Rights as if they had vested absolutely and effectively in the UK Security Trustee under the Facility Agreement.

4.2 Opening of accounts and Collection of receivables

Acclade Wines Limited shall serve notice upon each bank at which a Blocked Account is opened, promptly upon the opening of such Blocked Account, in substantially the form set out in Schedule 8, and shall procure the relevant bank returns the acknowledgement in substantially the form set out in the relevant Part of Schedule 8 or such other form as may be acceptable to the UK Security Trustee in its absolute discretion.

4.3 Operation of accounts

Except as expressly permitted under the Facility Agreement and the Australian Facility Agreement, until the security constituted by this Debenture is discharged, no Charging Company shall be entitled to withdraw the whole or any part of any amount standing to the credit of any Blocked Account and shall not take any action, claim or proceedings against HSBC Invoice Finance (UK) Limited or the UK Security Trustee or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Blocked Account, except in relation to fraud or wilful misconduct on the part of HSBC Invoice Finance (UK) Limited or the UK Security Trustee or any other party.

4.4 Securities

Each charging company agrees that, whilst this security exists:-

4.4.1 Payment of Monies

all securities will at all times be fully paid;

4.4.2 Deposits

forthwith upon the execution of this Debenture, unless agreed otherwise in writing by the UK Security Trustee, it will deposit with the UK Security Trustee all certificates or documents of title in respect of the Securities specified in Schedule 3, and in relation to any Securities acquired after the date of this Debenture, within 5 Business Days of such acquisition;

4.4.3 Delivery

unless the UK Security Trustee agrees otherwise in writing, it will ensure the delivery or payment to the UK Security Trustee of all Securities or the certificates or other documents of title to or representing the same and in relation to any Securities acquired after the date of this Debenture, within 5 Business Days of such acquisition; and

4.4.4 Registration

the UK Security Trustee shall at any time after an Event of Default has occurred and while it is continuing be entitled to have any of the Securities or other moneys or property referred to in Clauses 4.4.2 and/or 4.4.3 registered either in its name or in the name of nominees selected by it.

4.5 Real Property Plant and Equipment

Each Charging Company agrees that, whilst this Security exists:-

4.5.1 Maintenance

it will keep all its Real Property (other than the Real Property at Norton Fitzwarren, Taunton, England (represented by ST47516, ST98175, ST229837 and ST103830)) in good and substantial repair (provided that this undertaking shall not require any Charging Company to put the floor at Accolade Park and any associated structure there into a better state of repair than on the date of this Debenture) and will allow the UK Security Trustee free access, on equivalent terms as are applicable to HSBC Invoice Finance (UK) Limited pursuant to the Facility Agreement, to view the state and condition of any such Real Property, but without the UK Security Trustee becoming liable to account as a mortgagee in possession;

4.5.2 Plant and Equipment

in relation to the Plant and Equipment it will:-

- (a) keep it in good and substantial repair and in good working order and condition and fit for its purpose and it will not, without the UK Security Trustee's prior written consent, make any modification or permit any modification to be made to it if the effect of such modification may be to reduce its value; or
- (b) promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of it and as soon as reasonably practicable after demand, produce evidence of such payment to the UK Security Trustee;
- (c) give the UK Security Trustee such information concerning the location, condition, use and operation of it as the UK Security Trustee may reasonably require and permit any persons designated by the UK Security Trustee on equivalent terms as are applicable to HSBC Invoice Finance (UK) Limited pursuant to the Facility Agreement to inspect and examine it and the records maintained in connection with it.

4.5.3 Covenants

it will observe and perform all the lessee's material covenants in any lease under which any of the Charged Assets may be held and will take no action which may, in the reasonable opinion of the UK Security Trustee, lead to such lease being surrendered or forfeited;

4.5.4 Repairs

it will, at its own expense, allow the UK Security Trustee, with consent from the relevant landlord (if necessary), to carry out repairs or take any action which the UK Security

Trustee shall reasonably consider necessary should such Charging Company fail to observe or perform any of its obligations as a lessee under any lease under which any of the Real Property (other than the real property at Norton Fitzwarren, Taunton, England (represented by ST47516, ST98175, ST229837 and ST103830)) may be held;

4.5.5 No Alterations

it will procure that no alteration or addition is made to any of its Real Property (other than the real property at Norton Fitzwarren, Taunton, England (represented by ST47516, ST98175, ST229837 and ST103830)) and it will not do or allow anything to be done on its Real Property which shall be treated as a development or a change of use within the meaning of the Planning Acts unless the prior written consent of the UK Security Trustee has been obtained;

4.5.6 Fixtures

it will procure in favour of the UK Security Trustee from any person with a proprietary interest or encumbrance (including any owner, leaseholder or chargee) in the Real Property or personal property to which any plant and equipment may become affixed and become a Fixture or with which title to the Fixture might merge, an acknowledgement prior to such fixing or merger that their rights and remedies will only be exercised subject to the UK Security Trustee's rights in the Fixtures and in particular but without limitation to the generality of the foregoing, the right of the UK Security Trustee, its servants and agents to enter upon any such property to remove the Fixtures notwithstanding that it might be affixed to or have merged with the Real Property or personal property;

4.5.7 Planning

it will not infringe the Planning Acts in any way which prejudices the UK Security Trustee's security over the Charged Assets;

4.5.8 Deposits

it will deposit with the UK Security Trustee all deeds and documents relating to its Real Property (other than the real property at Norton Fitzwarren, Taunton, England (represented by ST47516, ST98175, ST229837 and ST103830)) purported to be subject to an equitable mortgage, (subject only to the requirements of any prior Security Interest agreed by the UK Security Trustee or of its landlord).

4.6 Insurances

Each Charging Company agrees that:-

- 4.6.1 whilst this security exists, it will deal with its policies and proceeds, claims and other actions thereunder in the manner prescribed in the Facility Agreement; and
- 4.6.2 to the extent that the UK Security Trustee is not already noted as loss payee, it will promptly give notice of this security in the form set out at the beginning of Schedule 6 to the assurance or insurance company or organisation issuing any of the Policies (to the extent any such Policy relates to Purchased Receivables or Eligible Inventory) in its favour and use its reasonable endeavours to obtain and deliver the form of acknowledgement of such notice in the form set out later in Schedule 6.

4.7 Intellectual Property

Each Charging Company agrees that, whilst this security exists, it will:-

- 4.7.1 observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, beneficial owner, user, licensor or licensee of its Intellectual Property or any part of it;

- 4.7.2 do all acts as are reasonably practicable to maintain, protect and safeguard its Material Intellectual Property and not withdraw, abandon or discontinue any registrations or applications for registration of its Material Intellectual Property nor allow it to be used in such a way that it is put at risk by becoming generic or by being identified as disreputable in any way;
- 4.7.3 duly register in such register(s), or with such authorities as may be available for the purpose and in such name(s) as may be required by the law and practice of the place or registration, such of its Material Intellectual Property (and all assignments, licences and mortgages of it) as may be capable of registration in such places;
- 4.7.4 pay all fees necessary to maintain, protect and safeguard its Intellectual Property and the registrations required to be made for such purposes prior to the latest time provided for payment of them;
- 4.7.5 take all reasonable steps (including the commencement of legal proceedings) as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of its Intellectual Property;
- 4.7.6 not change the specification referred to in any of its registered trade mark or registered service mark registrations or permit any disclaimer, condition, restriction, memorandum or other thing to be entered on the register of any of the trade mark or service mark registrations, the effect of which will be to materially and adversely affect the value of such trade marks or service marks; and
- 4.7.7 not grant any licence to any person:-
 - (a) to use its Intellectual Property (other than its Material Intellectual Property) in any manner which will materially and adversely affect the value of such Intellectual Property; and
 - (b) to use its Material Intellectual Property other than in the ordinary course of business, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed).

5. FURTHER ASSURANCE AND POWER OF ATTORNEY

5.1 Further Assurance

- 5.1.1 At the UK Security Trustee's request, each Charging Company will, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices, instructions, standard securities, assignments and any other documents needed in relation to assets in Scotland and any other jurisdiction) as the UK Security Trustee may reasonably specify (and in such form as the UK Security Trustee may reasonably require in favour of the UK Security Trustee or any Appointee appointed under this Debenture):-
 - (a) to perfect the Security Interests created or intended to be created under or evidenced by the Security (which may include the execution of a mortgage, charge, assignment or other Security Interests over all or any of the assets which are, or are intended to be, the subject of the security) or for the exercise of any rights, powers and remedies of the UK Security Trustee, or the Finance Parties provided by or pursuant to the Transaction Documents or by law;
 - (b) to confer on the UK Security Trustee, or confer on the Finance Parties, Security Interests over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the Security Interests intended to be conferred by or pursuant to the Security; and/or
 - (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security; and

5.1.2 take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interests conferred or intended to be conferred on the UK Security Trustee, or the Finance Parties by or pursuant to the Transaction Documents.

5.2 Power of Attorney

Each Charging Company, by way of security and in order more fully to secure the performance of its obligations hereunder, irrevocably appoints the UK Security Trustee, any directors, officers or managers for the time being of the UK Security Trustee and any other person authorised by the directors of the UK Security Trustee and any Appointee appointed hereunder, jointly and each of them severally, to be the lawful attorneys of that Charging Company for the purposes set out in this Clause 5. Following the occurrence of an Event of Default and while that Event of Default is continuing, each attorney may use the power to act and to carry out all acts and execute all the deeds, debentures, instruments and other documents on behalf of such Charging Company required by Clause 5.1 which the attorney believes is expedient to give effect to any of the UK Security Trustee's rights conferred on it by or pursuant to this Debenture. Each Attorney so appointed may appoint substitute attorneys to carry out all or any of such purposes. Each Charging Company agrees to ratify and confirm any instrument, act or thing which any such attorney or substitute attorney may lawfully execute or do in the name or on behalf of that Charging Company.

6. CONSEQUENCES OF AN EVENT OF DEFAULT

Following the occurrence of an Event of Default and while that event of Default is continuing:-

6.1 Enforceability

the security constituted by this Debenture shall become enforceable; and/or

6.2 Retentions

the UK Security Trustee may retain any monies in any Blocked Account or bank account of a Charging Company, for such period as the UK Security Trustee reasonably considers necessary to ensure any Charging Company's compliance with the terms of this Debenture; and/or

6.3 Voting Rights

the UK Security Trustee may exercise in the name of any Charging Company any voting rights attached to the Securities and all powers given to trustees by the Trustee Act in respect of securities, property subject to a trust and any powers or rights exercisable by the registered holder of any of the Securities or by the bearer of any of the Securities. The UK Security Trustee will not then need any consent or authority from any Charging Company.

7. POWER OF POSSESSION AND SALE

At any time after this security has become enforceable, the UK Security Trustee and/or any Receiver or Administrator appointed under this Debenture may, in their discretion, enter upon and take possession of the Charged Assets or any part of them. They may also, at their discretion, when exercising their powers given in this Debenture, sell, call in, collect and convert into monies the Charged Assets or any part of them. By way of extension of these powers such sale, calling in and conversion may be done for such consideration in such form and upon such terms as to payment and otherwise as the UK Security Trustee or any Receiver or Administrator shall think fit.

8. APPOINTMENT OF RECEIVER OR ADMINISTRATOR AND THEIR POWERS

8.1 Appointment of a Receiver or an Administrator

The restrictions in Section 109 and Section 91(2) of the Law of Property Act 1925 (restricting, inter alia, the power to appoint a Receiver, the maximum rate of a Receiver's remuneration and the power to apply to court for an order for sale of mortgaged property) shall not apply to this Debenture. At any time after:-

8.1.1 this security becomes enforceable; or

8.1.2 a Charging Company at any time so requests in writing,

the UK Security Trustee may by written instrument and without further notice to any Charging Company, appoint any person to be a Receiver or an Administrator of such Charging Company (as the UK Security Trustee may in its absolute discretion determine is appropriate) in respect of the Charged Assets of such Charging Company. The appointment of a Receiver may extend to the whole or any part of such Charged Assets. The UK Security Trustee may, so far as the law permits, remove any Receiver. In case of the removal, retirement or death of any Receiver or Administrator, the UK Security Trustee may appoint another in his place. At the time of his appointment (or at any time afterwards) the UK Security Trustee may fix the remuneration of a Receiver on such basis as the UK Security Trustee shall determine.

8.2 Joint and several obligations

In accordance with Clause 8.1 above, the UK Security Trustee may appoint more than one person to act as a Receiver or an Administrator and where it does so those so appointed shall carry out their duties, exercise their rights, and be subject to their obligations jointly as well as severally. References in this Debenture to a "Receiver" or an "Administrator" shall be to each and all of them as appropriate.

8.3 Writing

The appointment of a Receiver or an Administrator or the removal or fixing of the remuneration of a Receiver shall be made in writing and may be signed by any director or officer of the UK Security Trustee.

8.4 Appointment of Receiver or Administrator and their powers

8.4.1 Appointment

Any Receiver or Administrator shall be the agent of each Charging Company to which such appointment relates. Each Charging Company to which such appointment relates shall, and the UK Security Trustee shall not in any way, be responsible for the acts, omissions, losses, misconduct, defaults and remuneration of such Receiver or Administrator.

8.4.2 Powers of a Receiver

A Receiver shall, without the need for the consent of any Charging Company to which such appointment relates, have all of the powers described in this Clause, unless any such powers shall specifically be excluded by the written terms of his appointment. A Receiver may exercise these powers in such way, at such time and on such terms as he shall think fit, necessary or expedient and whether in his name or the name of the relevant Charging Company and without being under any obligation to take or omit to take any action which any Charging Company, but for the appointment of the Receiver, would or might have considered to be in that Charging Company's interests. A Receiver shall have the powers granted by the Law of Property Act 1925 to any Receiver appointed under such Act and all the powers of an administrative receiver under Schedule 1 of the Insolvency Act 1986. A Receiver shall also have the power on behalf and at the cost of the relevant Charging Company, and in the relevant Charging Company's name or otherwise, to do or omit to do anything which the relevant Charging Company could do or omit to do or could have done or omitted to do but for any incapacity or the appointment of a liquidator, administrator or equivalent officer in relation to such Charging Company or its Charged Assets. For the avoidance of doubt, a Receiver shall also have the right to deal with all or any Intellectual Property of the relevant Charging Company as it sees fit, including, but not limited to, the ability to use, sell or grant licences in respect of such Intellectual Property.

8.4.3 Powers of an Administrator

An Administrator shall have all the powers conferred from time to time on Administrators by law or by statute.

8.5 UK Security Trustee's powers

Whether or not a Receiver or an Administrator shall be appointed under this Debenture, the UK Security Trustee may at any time after this security becomes enforceable, and without giving notice, exercise all or any of the powers, authorities and discretions conferred on a Receiver or an Administrator as set out above.

9. VARIATIONS TO STATUTORY PROVISIONS

9.1 Law of Property Act

Section 103 of the Law of Property Act 1925 (restricting the power of sale) shall not apply to this Debenture. However, the power of sale and the other powers conferred on mortgagees by that Act shall apply to this security but without the Act's restrictions as to giving notice or otherwise. Accordingly, for the purposes of a sale or other exercise of any such powers, the whole of the UK Secured Obligations shall be treated as due and payable on the date hereof.

9.2 Non-consolidation

The restrictions on the right of consolidating mortgage securities, which are contained in Section 93 of the Law of Property Act 1925, shall not apply to this security.

9.3 Subsequent encumbrances

If the UK Security Trustee receives, or is treated as having received, notice of any subsequent Security Interest affecting any of the Charged Assets then the UK Security Trustee may open a new account with the relevant Charging Company. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was treated as having received, such notice. From that time all payments made by the relevant Charging Company to the UK Security Trustee shall be credited, or be treated as having been credited, to the new account. These payments shall not operate to reduce the amount secured by this Debenture when the UK Security Trustee received or was treated as having received such notice.

10. APPLICATION OF MONIES

10.1 Order of Payment

Unless required by law to be used and applied in a different order (in which case such order as required by law shall prevail to the extent of any inconsistency with the following order), money received under or because of this Debenture is to be used and applied, after satisfaction of any claims that the UK Security Trustee or an Appointee is aware is a claim that ranks in priority to this Debenture, in accordance with the terms of the Intercreditor Deed.

10.2 Appropriation

Subject to the Intercreditor Deed and Clause 10.1 following the enforcement of this security, any monies received by the UK Security Trustee may be appropriated by the UK Security Trustee in its discretion in or towards the payment and discharge of any part of the UK Secured Obligations.

10.3 Suspense Accounts

The UK Security Trustee or the Appointee may credit any monies to a suspense account for so long and in such manner as the UK Security Trustee may from time to time determine, pending the application from time to time of such sums in or towards discharge of the UK Secured Obligations. The Appointee or the UK Security Trustee may retain the same for such period as the Appointee and the UK Security Trustee consider expedient.

11. PROTECTION OF THIRD PARTIES

11.1 Third Party Payments

No person paying or handing over monies to an Appointee and obtaining a discharge shall have any responsibility or liability to confirm the correct application of such monies.

11.2 Third Party Dealings

No person dealing with the UK Security Trustee, or an Appointee, need enquire:-

11.2.1 Powers Exercisable

whether any event has happened giving either the UK Security Trustee or the Appointee the right to exercise any of his powers;

11.2.2 Propriety of Acts

as to the propriety or regularity of any act purporting or intending to be an exercise of such powers;

11.2.3 Validity of Appointment

as to the validity or regularity of the appointment of any Appointee purporting to act or to have been appointed as such; or

11.2.4 Satisfaction

whether any of the UK Secured Obligations remain unsatisfied.

11.3 Statutory protection

All the protections given to purchasers contained under sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with an Appointee or the UK Security Trustee as if the UK Secured Obligations had become due and the statutory power of sale and appointment of the Appointee in relation to the Charged Assets had arisen, on the date of this Debenture.

12. CONTINUING AND ADDITIONAL SECURITY

12.1 Continuing security

This security is a continuing security for all the UK Secured Obligations notwithstanding any interim settlement of account until a final discharge of this security shall be given by the UK Security Trustee pursuant to Clause 14.3.

12.2 Non-merger

This security is in addition to, and shall not merge or otherwise prejudice or affect, any other right or remedy of the UK Security Trustee or any assignment, bill, note, guarantee, Security Interest, or other security now or in future in favour of the UK Security Trustee or held by, or available to, the UK Security Trustee for the UK Secured Obligations (whether created by the Charging Companies or any of them or any third party).

13. INDEMNITIES

13.1 Currency Indemnity

13.1.1 Conversion

For the purpose of, or pending, the discharge of any of the UK Secured Obligations the UK Security Trustee or an Appointee may convert any monies received, recovered or

realised under this Debenture (including the proceeds of any previous conversion) from their existing currency into such other currency as the UK Security Trustee or such Appointee may think fit. Any such conversion shall be effected at the then prevailing spot selling rate of exchange of the UK Security Trustee's bankers for such other currency against the existing currency.

13.1.2 Shortfall Indemnity

Each Charging Company jointly and severally agrees to indemnify the UK Security Trustee against any shortfall between:-

- (a) any amount received or recovered by the UK Security Trustee in respect of any of the UK Secured Obligations which is converted in accordance with Clause 13.1.1 into the currency in which such liability was payable; and
- (b) the amount payable to the UK Security Trustee under this Debenture in the currency of such liability.

14. PAYMENTS, DISCHARGE AND SET-OFF

14.1 Payments Without Deduction

All payments to be made to the UK Security Trustee under this Debenture shall be made free and clear of and (save as required by law) without deduction for or on account of any tax withholding, charges, set-off or counterclaim. All payments shall be made into such account(s) as the UK Security Trustee may from time to time specify for the purpose.

14.2 Set-off

Without prejudice to any right of set-off or combination of accounts contained in any Transaction Document, the UK Security Trustee and any other Secured Party (as defined in the Intercreditor Deed) may at any time following the occurrence of an Event of Default without notice to any of the Charging Companies combine or consolidate all or any amounts standing to the credit of any Charging Company's account or accounts with the UK Security Trustee and/or set off any amount owed by the UK Security Trustee or Secured Party to any Charging Company against any obligation (whether or not matured) owed to the UK Security Trustee or such Secured Party by that or any other Charging Company whether or not each is expressed in the same currency.

14.3 Discharge of Security

Upon payment and complete discharge and performance of all the UK Secured Obligations under or in relation to this Debenture or as otherwise expressly provided for in the Intercreditor Deed, the UK Security Trustee shall, at the request and cost of a Charging Company, execute all such documents and do all such things as may be required to duly discharge and release this security so far as it relates to that Charging Company's Charged Assets and any further security given by that Charging Company in accordance with the terms hereof. The UK Security Trustee will also, at the request and cost of a Charging Company, transfer to that Charging Company any of the Charged Assets of that Charging Company which have been assigned or transferred to the UK Security Trustee.

14.4 Avoidance of Payments

The right of the UK Security Trustee to payment of the monetary obligations comprised in the UK Secured Obligations or to enforce the terms of this Debenture shall not be affected by any payment or any act or thing which is avoided or adjusted under the laws relating to bankruptcy or insolvency or under Part VI of the Insolvency Act 1986. Any release, or discharge given or settlement made by the UK Security Trustee relying on any such payment, act or thing shall be void and of no effect.

15. TRANSFERS AND DISCLOSURES

15.1 Transfers by UK Security Trustee

The UK Security Trustee may assign all or any part of its rights or transfer all or any part of its rights and obligations under this Debenture pursuant to the resignation or removal of the UK Security Trustee in accordance with the Security Trust Deed. Each Charging Company consents to any such transfer (whether by novation, assignment, or otherwise) and shall, promptly upon being requested to do so by the UK Security Trustee, enter into such documents as may be necessary to effect such assignment, novation or transfer. References in this Debenture to the "UK Security Trustee" shall include its successors, assignees and transferees and any person to whom this Debenture is novated, assigned or otherwise transferred.

15.2 No transfers by any Charging Company

No Charging Company may assign or transfer any of its obligations under this Debenture nor may it enter into any transaction which would result in any such obligations passing to another person.

15.3 Disclosure of Information

The UK Security Trustee may disclose any information about any Charging Company and any member of the Accolade Group and any other person connected or associated with it to any members of the group consisting of HSBC Invoice Finance (UK) Limited and the HSBC Invoice Finance (UK) Limited worldwide group of Subsidiaries and affiliated companies and/or to any person to whom it is proposing to transfer or assign, or has transferred or assigned, this Debenture and/or any of the UK Secured Obligations (in each case which is a bank or financial institution or any director, officer, agent or employee thereof or any professional adviser thereto). Each Charging Company represents and warrants that it has, and (so far as permitted by law) will maintain, any necessary authority by or on behalf of any such persons to agree to the provisions of this Clause.

16. MISCELLANEOUS

16.1 Delays and Omissions

No delay or omission on the part of the UK Security Trustee in exercising any right or remedy under this Debenture shall impair that right or remedy or operate as or be taken to be a waiver of it. Any single, partial or defective exercise of any such right or remedy shall not prevent the further exercise of that or any other right or remedy.

16.2 Cumulative Rights

The UK Security Trustee's rights under this Debenture are cumulative. They are not exclusive of any rights provided by law. They may be exercised from time to time and as often as the UK Security Trustee sees fit.

16.3 Waivers

Any waiver by the UK Security Trustee of any terms of this Debenture or any consent or approval given by the UK Security Trustee under it shall only be effective if given in writing. Such consent and approval shall then only apply for the purpose stated and be subject to any written terms and conditions imposed by the UK Security Trustee.

16.4 Illegality

If at any time any one or more of the provisions of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction then neither the legality, validity or enforceability of the remaining provisions of this Debenture nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

16.5 Counterparts

This Debenture may be executed in any number of counterparts and by different parties on separate counterparts each of which, when executed and delivered, shall constitute an original and all the counterparts together shall constitute but one and the same instrument.

16.6 Paper

The paper on which this Debenture is written is, and will remain at all times, the property of the UK Security Trustee, even after the discharge of this security.

16.7 Contracts (Rights of Third Parties) Act 1999

The terms of this Debenture may only be enforced by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

17. LAW AND JURISDICTION

17.1 This Debenture (and non-contractual rights and obligations arising out of it) is governed and interpreted by English law. Each Charging Company agrees for the benefit of UK Security Trustee's that the English courts shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of this Debenture (including in relation to non-contractual rights and obligations) and, for such purposes, irrevocably submits to the jurisdiction of the English courts.

17.2 The submission to the jurisdiction of the English courts shall not (and shall not be construed so as to) limit the UK Security Trustee's right to take proceedings against a Charging Company in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

IN WITNESS whereof each Charging Company has duly executed this Debenture as a deed and intends to deliver and hereby delivers the same on the date first above written and, prior to such delivery, this Debenture has been duly signed on behalf of the UK Security Trustee, in the manner appearing below.

SCHEDULE 1

INITIAL CHARGING COMPANIES

Name	Company number	Address	Facsimile
Accolade Brands Europe Limited	05586122	Thomas Hardy House, 2 Heath Road, Weybridge, Surrey, KT13 8TB,	+44 1932 428613
Accolade Europe Limited	02830414		
Accolade Wines Europe Limited	01072796		
Accolade Wines Europe No.2 Limited	02715046		
Accolade Wines UK Limited (formerly known as Accolade Wines Europe No.5 Limited)	02661275		
Accolade Wines Holdings Europe Limited	05185971		
Accolade Wines Limited	00137407		
Avalon Cellars Two Limited	06047494		
Babycham Limited (formerly known as Christopher & Co Limited)	01180984		
Freetraders Group Limited	02550666		
Hertford Cellars Limited	02867474		
Hudson & Hill Limited	00178832		
Stowells of Chelsea Limited (formerly known as Showerings Limited)	02686137		
Stone's of London Limited	00143734		
Western Wines Holdings Limited	04485988		
Western Wines Limited	01480346		

SCHEDULE 2
REAL PROPERTY

None

SCHEDULE 3

SECURITIES

	Company Granting Charge	Number and Type of Shares Charged	Company whose Shares are Charged	Company Number
1.	Avalon Cellars Two Limited	101 Ordinary Shares of £1 each	Accolade Brands Europe Limited	05586122
2.	Freetraders Group Limited	2 Ordinary Shares of £1 each	Accolade Europe Limited	02830414
3.	Avalon Cellars Two Limited	1,375,000 Ordinary Shares of £1 each	Accolade Wines Europe Limited	01072796
4.	Accolade Wines Holdings Europe Limited	2 Ordinary Shares of £1 each	Accolade Wines Europe No.2 Limited	02715046
5.	Accolade Wines Europe No. 2 Limited	3,874,999,999 Ordinary Shares of £0.000000001 each	Accolade Wines UK Limited (formerly known as Accolade Wines Europe No.5 Limited)	02661275
	Accolade Wines Limited	1 Ordinary Share of £0.000000001 each		
6.	Accolade Brands Europe Limited	2,872,000 Ordinary Shares of £1 each	Accolade Wines Limited	00137407
7.	Accolade Wines Europe No.2 Limited	3,410,101 Ordinary Shares of £1 each	Avalon Cellars Two Limited	06047494
8.	Accolade Wines Limited	750,000 Ordinary Shares of £1 each	Babycham Limited (formerly known as Christopher & Co Limited)	01180984
9.	Accolade Wines Europe No.2 Limited	2,649,936 'A' Ordinary Shares of £0.000001 each	Freetraders Group Limited	02550656
	Accolade Wines Europe No.2 Limited	444,015 'B' Ordinary Shares of £0.000001 each		
	Accolade Wines Europe No.2 Limited	444,014 'C' Ordinary Shares of £0.000001 each		
	Accolade Wines Europe No.2 Limited	1,452,055 Deferred Ordinary Shares of £0.000001 each		
	Accolade Wines Europe No.2 Limited	58,000 Redeemable Preference Shares of £0.000001 each		
10.	Accolade Wines Europe No.2 Limited	102 Ordinary Shares of £0.0001 each	Hertford Cellars Limited	02867474

	Company Granting Charge	Number and Type of Shares Charged	Company whose Shares are Charged	Company Number
11.	Accolade Wines Limited	99,023 Ordinary Shares of £1 each	Hudson & Hill Limited	00178832
	Accolade Wines Limited	196,539 Ordinary Shares of £0.05 each		
12.	Accolade Wines UK Limited (formerly known as Accolade Wines Europe No.5 Limited)	2 Ordinary Shares of £1 each	Stowells of Chelsea Limited (formerly known as Showerings Limited)	02686137
13.	Accolade Wines Europe No.2 Limited	250,000 Ordinary Shares of £1 each	Stone's of London Limited	00143734
14.	Accolade Wines Europe No.2 Limited	1,992,501 Ordinary Shares of £1 each	Western Wines Holdings Limited	04485988
15.	Avalon Cellars Two Limited	497,875 Ordinary Shares of £0.10 each	Western Wines Limited	01480346

SCHEDULE 4
INTELLECTUAL PROPERTY

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
Community Trade Mark	BABYCHAM [WORD]	5406021	20.10.2006	5406021	29.08.2007	Registered	25,32,33	
Community Trade Mark	BABYCHAM EDEN [WORDS]	6708713	28.02.2008	6708713	24.02.2009	Registered	18,25,33	
Community Trade Mark	BRAVE NEW WORLD [LABEL 9915]	4909537	17.02.2006	4909537	17.02.2006	Registered	33	
Community Trade Mark	CELLAR DOOR [WORDS]	4718052	01.11.2005	4718052	25.06.2008	Registered	33,35	
Community Trade Mark	CELLAR DOOR BY CONSTELLATION WINES [LABEL 10057]	4718375	01.11.2005	4718375	14.11.2006	Registered	33,35	
Community Trade Mark	CELLAR DOOR BY CONSTELLATION WINES [WORDS]	3325016	21.08.2003	3325016	31.03.2005	Registered	43	
Community Trade Mark	DA LUCA [WORDS]	4088852	26.10.2004	4088852	28.06.2006	Registered	33	
Community Trade Mark	ENJOY OUR WORLD OF WINE [LABEL 9953]	5847397	20.04.2007	5847397	05.02.2008	Registered	33	
Community Trade Mark	ETIQUETTE [WORD]	5975305	06.06.2007	5975305	07.03.2008	Registered	33	
Community Trade Mark	FLAGSTONE TREATY TREE [WORDS]	6898795	06.05.2008	6898795	13.11.2008	Registered	33	
Community Trade Mark	FRESHCASE [COL LBL 10191]	8152407	12.03.2009	8152407	12.11.2010	Registered	16,20,32,33	FRESH
Community Trade Mark	FRESHCASE [WORD]	8152341	12.03.2009	8152341	12.11.2010	Registered	16,20,32,33	
Community Trade Mark	GRAN TIERRA [WORDS]	8354862	10.06.2009	8354862	26.05.2010	Registered	33	

Country	Mark	Application No	Date Filed	Registration No.	Registration Date	Status	Classes	Device
Community Trade Mark	INTULO [WORD]	7390206	13.11.2008	7390206	16.06.2009	Registered	32,33	
Community Trade Mark	KUMALA [COL LBL 10058]	7254543	23.09.2008	7254543	20.05.2009	Registered	32,33	
Community Trade Mark	KUMALA [WORD]	1662733	08.05.2000	1662733	09.07.2001	Registered	33	
Community Trade Mark	KUMALA CAPE CLASSES [WORDS]	5593447	02.01.2007	5593447	17.12.2007	Registered	33	
Community Trade Mark	KUMALA EXPRESSIONS [WORDS]	10026938	08.07.2011	10026938		Pending	33	
Community Trade Mark	LIZARD [BLK COL LBL 9908]	4474805	01.07.2005	4474805	28.06.2006	Registered	33	
Community Trade Mark	LIZARD [BLK LBL 9901]	4003257	01.09.2004	4003257	05.01.2006	Registered	33	
Community Trade Mark	MAPOCHO [WORD]	590158	12.06.1997	590158	06.05.1999	Registered	33	
Community Trade Mark	MARCEL TOUR [WORDS]	6994727	17.06.2008	6994727	28.01.2009	Registered	32,33	
Community Trade Mark	MISTRESS OF THE VINE [WORDS]	6407671	05.11.2007	6407671	27.08.2008	Registered	16,33,41	
Community Trade Mark	NINE PALMS [WORDS]	4613337	26.09.2005	4613337	04.09.2006	Registered	33	
Community Trade Mark	NOBILLO FERN LAKES [WORDS]	7580459	04.02.2009	7580459	10.11.2009	Registered	32,33	
Community Trade Mark	ROSSE WINDOW [WORDS]	6905145	14.05.2008	6905145	19.11.2008	Registered	33	

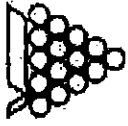
Country	Mark	Application No	Date Filed	Registration No.	Registration Date	Status	Classes	Device
Community Trade Mark	S-STOWELLS-WINE MERCHANTS ESTABLISHED 1878 [COL LBL 11021]	9727496	10.02.2011			Pending	16,32,33	
Community Trade Mark	SETTLEMENT 29 [WORDS]	4577599	08.09.2005	4577599	25.08.2006	Registered	33	
Community Trade Mark	STONE'S SUMMER CUP [WORDS]	4694675	20.10.2005	4694675	04.08.2006	Registered	33	
Community Trade Mark	STOWELLS TASTE THE WORLD [WORDS]	4599601	20.07.2005	4599601	07.07.2006	Registered	33	
Community Trade Mark	TASTE THE WORLD [WORDS]	4553509	21.07.2005	4553509	08.05.2006	Registered	33	
Community Trade Mark	THE TREATY TREE [WORDS]	6902027	09.05.2008	6902027	13.11.2008	Registered	33	
Community Trade Mark	THIRST COME, THIRST SERVED [WORDS]	4599593	20.07.2005	4599593	25.05.2007	Registered	32,33	
Community Trade Mark	TRUTH IN WINE [LABEL 9916]	4909552	17.02.2006	4909552	28.04.2010	Registered	33	
Community Trade Mark	TWO ROADS [WORDS]	8168692	20.03.2009	8168692	27.10.2009	Registered	32,33	
Community Trade Mark	WINENATION [WORD]	5447214	07.11.2006	5447214	10.01.2008	Registered	16,35,42	
Community Trade Mark	WORLD ESTATES [WORDS]	4576062	04.08.2005	4576062	19.06.2006	Registered	33	
United Kingdom	"MELBONIA" [WORD]	274411	17.07.1905	274411		Registered	32,33	
United Kingdom	"OLD MASTER" [WORDS]	427787	10.07.1922	427787		Registered	33	
United Kingdom	ALTAGLORIA ARGENTINA [LABEL 9902]	2372430	08.09.2004	2372430	18.02.2005	Registered	33	

Country	Mark	Application No	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	AMANDO [WORD]	529566	20.02.1932	529566		To Lapse	33	
United Kingdom	ARBOR MIST [WORDS]	2204213	28.07.1999	2204213	14.01.2000	Registered	33	
United Kingdom	ARC DE TRIOMPHE [LABEL 9927]	542874	07.07.1933	542874		Registered	32,33	
United Kingdom	ARGY BHAI [WORDS]	2398526	03.08.2005	2398526	30.12.2005	Registered	33	
United Kingdom	ARMADILLO [WORD]	765626	16.05.1957	765626		Registered	33	
United Kingdom	AVALON [WORD]	B1177351	24.06.1982	1177351		Registered	33	
United Kingdom	AVALON [WORD]	B1177350	24.06.1982	1177350		Registered	32	
United Kingdom	BABYCHAM (1960 VERSION) [BLK LBL 9977]	814201	02.12.1960	814201		Registered	25	
United Kingdom	BABYCHAM (1960 VERSION) [BLK LBL 9977]	804030	01.04.1960	804030		Registered	21	
United Kingdom	BABYCHAM (1960 VERSION) [BLK LBL 9977]	801439	09.02.1960	801439		Registered	16	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	BABYCHAM (1963 VERSION) [BLK LBL 9980]	844451	30.0.1963	844451		Registered	33	
United Kingdom	BABYCHAM (1977 VERSION) [BLK LBL 9982]	1073531	26.01.1977	1073531		Registered	25	
United Kingdom	BABYCHAM (1977 VERSION) [BLK LBL 9982]	1094474	21.04.1978	1094474		Registered	20	
United Kingdom	BABYCHAM (1980 VERSION) [BLK LBL 9984]	1139665	02.09.1980	1139665		Registered	24	
United Kingdom	BABYCHAM [BLK LBL 10015]	801448	09.02.1980	801448		Registered	33	

Country	Mark	Application No	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	BABYCHAM [BLK LBL 9945]	723302	30.10.1953	723302		Registered	33	
United Kingdom	BABYCHAM [LABEL 9985]	2361544	21.04.2004	2361544	18.02.2005	Registered	09, 14, 18, 25	
United Kingdom	BABYCHAM [WORD]	2361546	21.04.2004	2361546	08.04.2005	Registered	09, 18	
United Kingdom	BABYCHAM [WORD]	691690	23.08.1950	691690		Registered	33	
United Kingdom	BABYCHAM [WORD]	800677	22.01.1960	800677		Registered	04, 14, 16, 24, 28	
United Kingdom	BABYCHAM [WORD]	796049	30.09.1959	796049		Registered	21	
United Kingdom	BABYCHAM [WORD]	806486	27.05.1960	806486		Registered	30	
United Kingdom	BABYCHAM [WORD]	813474	17.11.1960	813474		Registered	5	
United Kingdom	BABYCHAM [WORD]	814199	02.12.1960	814199		Registered	25	
United Kingdom	BABYCHAM [WORD]	894063	03.05.1966	894063		Registered	32	
United Kingdom	BABYCHAM [WORD]	1094475	21.07.1978	1094475		Registered	20	
United Kingdom	BABYCHAM [WORD]	2480902	27.02.2008	2480902	25.07.2008	Registered	33	
United Kingdom	BABYCHAM KIR [WORDS]	1438384	01.09.1990	1438384	26.11.1993	Registered	33	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	BABYCHAM LEAPING FAWN (SERIES 2) [BLK LBL 9929]	2376184	20.10.2004	2376184	10.02.2006	Registered	09, 14, 18, 25	
United Kingdom	BABYCHAM WITH STARS [BLK LBL 9946]	2361545	21.04.2004	2361545	17.09.2004	Registered	09, 14, 18, 25	
United Kingdom	BABYCHAM WITH STARS [BLK LBL 9946]	1391128	08.07.1989	1391128	14.02.1992	Registered	33	
United Kingdom	BAKERS CROSSING [WORDS]	2400456	31.08.2005	2400456	03.03.2006	Registered	33	
United Kingdom	BAMBINO [WORD]	794054	05.08.1959	794054		Registered	33	
United Kingdom	BELTOUR [WORD]	656434	12.02.1947	656434		Registered	33	
United Kingdom	BIANCELLA [WORD]	2198580	27.05.1999	2198580	12.11.1999	Registered	33	
United Kingdom	BOXWOOD HILL [WORDS]	2377059	01.11.2004	2377059	15.04.2005	Registered	33	
United Kingdom	BRAVE NEW WORLD (SERIES 2) [LABEL 9903]	2410982	13.01.2006	2410982	23.06.2006	Registered	33	
United Kingdom	BREAKERS POINT [WORDS - SERIES OF THREE]	2303409	21.06.2002	2303409	29.11.2002	Registered	33	
United Kingdom	BRODY'S [WORD]	2302691	13.06.2002	2302691	05.12.2003	Registered	32, 33	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	BUNCH OF GRAPES [BLK LBL 9934]	1007768	09.03.1973	1007768		Registered	33	
United Kingdom	CALVIERE [WORD]	1213553	27.02.1984	1213553		Registered	33	
United Kingdom	CAMELOT [WORD]	818938	30.03.1961	818938	17.12.2004	Registered	33	
United Kingdom	CAPE VISTA [WORDS]	2367165	01.07.2004	2367165		Registered	33	
United Kingdom	CAPRINI [WORD]	1393840	03.08.1989	1393840	25.11.1994	Registered	33	
United Kingdom	CARANCHO [WORD]	2357510	04.03.2004	2357510	13.08.2004	Registered	33	
United Kingdom	CARINO [WORD]	2357514	04.03.2004	2357514	13.08.2004	Registered	33	CARINO
United Kingdom	CARRIAGE CHAIR WITH CARRIERS [LABEL 9937]	793804	28.07.1959	793804		Registered	33	
United Kingdom	CASCADE [WORD]	1275843	20.08.1986	1275843	27.07.1990	Registered	33	
United Kingdom	CASTELLO DEL SOLE [WORDS]	2367164	01.07.2004	2367164	17.12.2004	Registered	33	
United Kingdom	CASTELLO LONTANO [WORDS]	2367155	01.07.2004	2367155	17.12.2004	Registered	33	
United Kingdom	CASTELLO VECCHIO [WORDS]	2380263	13.12.2004	2380263	17.06.2005	Registered	33	
United Kingdom	CATALINO [WORD]	440387	03.09.1923	440387		Registered	32, 33	
United Kingdom	CHADWICKS [WORD]	2417385	22.03.2006	2417385	10.10.2008	Registered	32	
United Kingdom	CHAMBARD [WORD]	1203447	14.09.1983	1203447		Registered	33	
United Kingdom	CHAMBARD [WORD]	945372	09.07.1969	945372		Registered	33	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	CHAMBARO BRITISH WINE [WORDS]	1180688	25.08.1982	1180688		Registered	33	
United Kingdom	CHANSO D'ALSACE [WORDS]	920884	09.02.1988	920884		Registered	33	
United Kingdom	CHANTEUR [WORD]	795314	09.09.1989	795314		Registered	33	
United Kingdom	CHATEAU CHABRAC [WORDS]	2018833	26.04.1995	2018833	02.02.1996	Registered	33	
United Kingdom	CHATEAU HONORÉ [WORDS]	2017388	10.04.1995	2017388	09.04.1996	Registered	33	CHATEAU HONORÉ
United Kingdom	CHEMIN DE FER [WORDS]	910050	31.05.1967	910050		Registered	33	
United Kingdom	CHERRY B [LABEL 9939]	790844	13.05.1959	790844		Registered	21	
United Kingdom	CHERRY B [WORD]	829904	23.01.1962	829904		Registered	33	
United Kingdom	CHOC AMORE [WORDS]	2428972	04.08.2006	2428972	09.02.2007	Registered	33	
United Kingdom	CHRISTOPHER'S [WORD]	5288972	26.01.1932	5288972		Registered	33	
United Kingdom	CID-RELLA [WORD]	513088	22.05.1930	513088		Registered	32	
United Kingdom	CLAN DEW [WORDS]	1347309	11.06.1988	1347309	07.09.1990	Registered	33	
United Kingdom	CLAN DEW [WORDS]	917897	29.11.1967	917897		Registered	33	
United Kingdom	CONCORD [WORD]	297427	25.10.1907	297427		Registered	32, 33	
United Kingdom	CONCORDE [WORD]	1176231	04.06.1982	1176231		Registered	33	

Country	Mark	Application No	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	CONSTELLATION [WORD]	2326825	17/03/2003	2326825	28/08/2003	Registered	32,33	
United Kingdom	COPPERHEAD [WORD]	1234699	31/01/1985	1234699		Registered	33	
United Kingdom	CORRIDA [WORD]	977128	01/07/1971	977128		Registered	33	
United Kingdom	CORRIDA [WORD]	906668	14/03/1967	906668		Registered	33	
United Kingdom	CORTEZAO [WORD]	184984	18/01/1985	184984		Registered	32,33	
United Kingdom	COUNTRY MANOR [WORDS]	1145788	16/12/1980	1145788		Registered	33	
United Kingdom	COUNTRY MANOR [WORDS]	1002052	20/11/1972	1002052		Registered	33	
United Kingdom	COUNTRY MANOR [WORDS]	793291	14/07/1959	793291		Registered	33	
United Kingdom	COURT EMBLEM [WORDS]	932949	25/10/1968	932949		Registered	33	
United Kingdom	CYDETTE [WORD]	469100	17/04/1926	469100		Registered	32	
United Kingdom	CYDRAX [WORD]	960970	16/06/1970	960970		Registered	32	
United Kingdom	CYDRAX [WORD]	605714	30/03/1939	605714		Registered	33	
United Kingdom	CYDRAX [WORD]	411197	04/01/1921	411197		Registered	32	
United Kingdom	DA LUCA [WORDS]	2298257	18/04/2002	2298257	25/10/2002	Registered	33	
United Kingdom	DECLAIRVEAUX [WORD]	1204528	04/10/1983	1204528		Registered	33	
United Kingdom	D'A VOLETTO [WORD]	2367163	01/07/2004	2367163	17/12/2004	Registered	33	
United Kingdom	DON CORTEZ [WORDS]	985468	05/01/1972	985468		Registered	33	
United Kingdom	DRAGONS BACK MOUNTAIN [WORDS]	2364647	29/05/2004	2364647	10/12/2004	Registered	33	
United Kingdom	DUNMORE [WORD]	2342410	04/09/2003	2342410	20/02/2004	Registered	33	

Country	Mark	Application No	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	EAGLE WITH CROWN [LABEL 9950]	1015364	03/08/1973	1015364		Registered	33	
United Kingdom	ECHO FALLS [WORDS]	2300763	17/05/2002	2300763	25/10/2002	Registered	33	
United Kingdom	EL MALDITO [WORDS]	2321969	28/01/2003	2321969	08/08/2003	Registered	33	
United Kingdom	EL ZONDAZ P[WORDS]	2356909	27/02/2004	2356909	17/09/2004	Registered	33	
United Kingdom	EMISSARY [WORD]	932950	25/10/1988	932950		Registered	33	
United Kingdom	ENJOY OUR WORLD OF WINE [LABEL 9953]	2452903	19/04/2007	2452903	08/02/2008	Registered	33	
United Kingdom	EPOCA [WORD]	2367156	01/07/2004	2367156	17/11/2004	Registered	33	
United Kingdom	ESCANOR [WORD]	2011923	22/02/1995	20111923	19/01/1996	Registered	33	
United Kingdom	ESPRI [WORD]	1227544	03/10/1984	1227544	16/11/1990	Registered	32,33	
United Kingdom	ESSENA [WORD]	1472837	07/08/1991	1472837	30/09/1994	Registered	33	
United Kingdom	ETIQUETTE [WORD]	2457691	06/06/2007	2457691	25/01/2008	Registered	33	
United Kingdom	EVOLUTON [WORD]	2316377	20/11/2002	2316377	02/05/2003	Registered	33	
United Kingdom	FEATHERSTONE [WORD]	2382613	21/01/2005	2382613	23/09/2005	Registered	33	
United Kingdom	FIESTA [WORD]	650583	09/08/1946	650583		Registered	33	

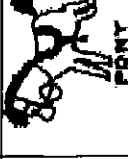
Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	FRIZZANTI [LABEL 9859]	1224935	17/08/1984	1224935		Registered	33	
United Kingdom	FUENTE DEL RITMO [WORDS]	2001294	05/11/1994	2001294	10/10/1995	Registered	33	
United Kingdom	FUSION [WORD]	2194824	16/04/1999	2194824	21/04/2000	Registered	32, 33	
United Kingdom	GINGER JOE [BLK.COL.LBL 10917]	2567848	22/12/2010	2567848	01/04/2011	Registered	32, 33	
United Kingdom	GINGER JOE [COL.LBL 10916]	2567850	22/12/2010	2567850	08/04/2011	Registered	32, 33	
United Kingdom	GINGER JOE [COL.LBL 10918]	2567845	22/12/2010	2567845	08/04/2011	Registered	32, 33	
United Kingdom	GIRASOLI [WORD]	2013636	10/03/1995	2013636	22/12/1995	Registered	33	
United Kingdom	GOLDEN CLUSTER [WORDS]	571042	20/08/1995	571042		Registered	32, 33	
United Kingdom	GRAN TIERRA [WORDS]	2518246	10/06/2009	2518246	16/10/2009	Registered	33	
United Kingdom	HAMILTON CREEK [WORDS]	2397174	19/07/2005	2397174	27/01/2006	Registered	33	
United Kingdom	HAND & FLOWER [LABEL 9892]	2363235	13/05/2004	2363235	24/12/2004	Registered	33	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	INTULO [WORD]	2357507	04/03/2004	2357507	27/08/2004	Registered	33	
United Kingdom	INZALA [WORD]	2345738	11/10/2003	2345738	19/03/2004	Registered	33	
United Kingdom	JACK RABBIT [WORDS]	2364355	27/08/2004	2364355	29/10/2004	Registered	33	
United Kingdom	JELOVICA [WORD]	1238979	29/03/1985	1238979		Registered	33	
United Kingdom	JINZU (STYLISTED) [WORD]	2163105	03/04/1998	2163105	11/09/1998	Registered	33	
United Kingdom	JOSEPH STONE [WORDS]	2331165	02/05/2003	2331165	26/09/2003	Registered	32, 33	
United Kingdom	KARDINAL [WORD]	2330331	25/04/2003	2330331	03/10/2003	Registered	33	
United Kingdom	KUMALA [LABEL 9900]	2284902	07/11/2001	2284902	03/05/2002	To Lapse	33	
United Kingdom	KUMALA [WORD]	2348347	11/11/2003	2348347	07/05/2004	Registered	25	
United Kingdom	KUMALA [WORD]	2029847	09/08/1995	2029847	03/05/1996	Registered	33	
United Kingdom	KUMALA CAPE CLASSICS [WORDS]	2442574	02/01/2007	2442574	08/07/2007	Registered	33	
United Kingdom	KUMALA ETERNAL [WORDS]	2420529	28/04/2006	2420529	06/10/2006	Registered	33	
United Kingdom	KUMALA JOURNEY [WORDS]	2378983	25/11/2004	2378983	03/06/2005	Registered	33	
United Kingdom	KUMALA KRUSH [WORDS]	2356137	18/02/2004	2356137	13/08/2004	Registered	32, 33	
United Kingdom	KUMALA. MAKE TIME FOR YOU	2583650	07/06/2011	2583650		Advertised	33	
United Kingdom	KUMALA ZENITH [WORDS]	2364959	04/06/2004	2364959	15/07/2005	Registered	33	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	LA PIUMA [WORDS]	2357506	04/03/2004	2357506	27/08/2004	Registered	33	
United Kingdom	LANDEMA FALLS [WORDS]	2001300	06/11/1994	2001300	13/10/1995	Registered	33	
United Kingdom	LAS LILAS [WORDS]	2130119	19/04/1997	2130119	24/10/1997	Registered	33	
United Kingdom	LET THE ADVENTURE BEGIN WITH KUMALA [WORDS]	2444798	26/01/2007	2444798	07/03/2008	Registered	33	
United Kingdom	LIMESTONE [WORD]	926183	06/06/1968	926183		Registered	33	
United Kingdom	LIMESTONE [WORD]	926182	06/06/1968	926182		Registered	32	
United Kingdom	LIZARD [BLK.LBL 9901]	2284912	07/11/2001	2284912	26/04/2002	Registered	33	
United Kingdom	LOS GALLITOS [WORDS]	2367160	01/07/2004	2367160	17/12/2004	Registered	33	
United Kingdom	LOUNGE LIZARD [WORDS]	2371214	20/08/2004	2371214	04/02/2005	Registered	33	
United Kingdom	MACLENNAN RIDGE [WORDS]	2400451	31/08/2005	2400451	03/03/2006	Registered	33	
United Kingdom	MACQUARIE CREEK [WORDS]	2328071	29/03/2003	2328071	29/08/2003	Registered	33	
United Kingdom	MANIFESTO [WORD]	920282	29/01/1968	920282		Registered	33	
United Kingdom	MAPOCHO [WORD]	2135531	13/06/1997	2135531	16/01/1998	Registered	33	
United Kingdom	MAZURKA [WORD]	914210	08/09/1967	914210		Registered	33	
United Kingdom	MEADOW DALE [WORDS]	1234856	01/02/1985	1234856		Registered	33	
United Kingdom	MERUM [WORD]	2174821	13/08/1998	2174821	04/06/1999	Registered	33	
United Kingdom	MEZZOMONDO [WORD]	2277156	04/08/2001	2277156	01/11/2002	Registered	33	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	MIAVINI [WORD]	2320423	13/01/2003	2320423	27/06/2003	Registered	33	
United Kingdom	MISTRESS OF THE VINE [WORDS]	2471483	05/11/2007	2471483	28/03/2008	Registered	16, 33, 41	
United Kingdom	MONUMENT HILL [WORDS]	2397172	19/07/2005	2397172	27/01/2006	Registered	33	
United Kingdom	MOSAIC [LABEL 9993]	910519	09/06/1967	910519		Registered	33	
United Kingdom	MOSAIC [WORD]	773188	15/01/1958	773188		Registered	33	
United Kingdom	MOUNT ALBANY [WORDS]	2400455	31/08/2005	2400455	03/03/2006	Registered	33	
United Kingdom	MOUNT AUGUSTIN [WORDS]	2391563	11/05/2005	2391563	04/11/2005	Registered	33	
United Kingdom	MULLIGAN CROSSING [WORDS]	2400452	31/08/2005	2400452	03/03/2006	Registered	33	
United Kingdom	NINE YARDS [WORDS]	2569398	17/01/2011	2569398	15/04/2011	Registered	33	
United Kingdom	NINGALOO REEF [WORDS]	2377058	01/11/2004	2377058	15/04/2005	Registered	33	
United Kingdom	OLD ENGLAND [WORDS]	722220	30/09/1953	722220		Registered	33	
United Kingdom	OLD ENGLAND CREAM [WORDS]	2156978	30/01/1998	2156978	29/01/1999	Registered	33	
United Kingdom	OLD ENGLAND GOLDEN [WORDS]	2156967	30/01/1998	2156967	29/01/1999	Registered	33	
United Kingdom	OLD ENGLAND MEDIUM [WORDS]	2156966	30/01/1998	2156966	29/01/1999	Registered	33	

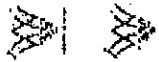
Country	Mark	Application No	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	OLD ENGLAND PALE CREAM [WORDS]	2156964	30/01/1998	2156964	29/01/1999	Registered	33	
United Kingdom	OLD MASTER [WORDS]	2116977	28/11/1996	2116977	06/02/1998	Registered	33	
United Kingdom	PAUL ROUX [WORDS]	2393678	07/06/2005	2393678	11/11/2005	Registered	33	
United Kingdom	PEACEFULL BAY [WORDS]	2377061	01/11/2004	2377061	15/04/2005	Registered	33	
United Kingdom	PEARDRAX [WORD]	761340	14/01/1957	761340		Registered	33	
United Kingdom	PEARDRAX [WORD]	761339	14/01/1957	761339		Registered	32	
United Kingdom	PEARDRELLA [WORD]	766941	28/06/1957	766941		Registered	32	
United Kingdom	PENASCO [WORD]	2367161	01/07/2004	2367161	11/02/2005	Registered	33	<u>PENASCO</u>
United Kingdom	PERALTA [WORD]	2357511	04/03/2004	2357511	13/08/2004	Registered	33	
United Kingdom	PERE JEAN [WORDS]	909577	18/05/1967	909577		Registered	33	
United Kingdom	PERINO [WORD]	1309967	14/05/1987	1309967	14/12/1990	Registered	33	
United Kingdom	PIEMONTELLO [LABEL 10000]	1481494	15/10/1991	1481494	26/11/1993	Registered	33	
United Kingdom	PIEMONTELLO [WORD]	1389748	29/06/1989	1389748	22/11/1991	Registered	33	
United Kingdom	PIEMONTELLO [WORD]	984379	08/12/1971	984379		Registered	33	
United Kingdom	PINE CREEK [WORDS]	2397173	19/07/2005	2397173	27/01/2006	Registered	33	
United Kingdom	PINK LADY [WORDS]	800958	28/06/1960	800958		Registered	33	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	PIPZ [WORD]	1213556	27/02/1984	1213556		Registered	33	
United Kingdom	POMMETTA [WORD]	826718	25/10/1961	826718		Registered	33	
United Kingdom	POMMIE [WORD]	619653	28/07/1942	619653		Registered	33	
United Kingdom	PONY [BLK LBL 10006]	798926	08/12/1959	798926		Registered	33	
United Kingdom	PONY [LABEL 10007]	792176	16/06/1959	792176		Registered	33	
United Kingdom	POSTCARDS [WORD]	2359989	02/04/2004	2359989	24/09/2004	Registered	33	
United Kingdom	Q.C. [WORD]	926657	14/06/1968	926657		Registered	33	
United Kingdom	QC [WORD]	2154590	29/12/1997	2154590	14/05/1999	Registered	33	
United Kingdom	QC CREAM [WORDS]	2156956	30/01/1998	2156956	09/07/1999	Registered	33	
United Kingdom	QC MEDIUM [WORDS]	2156982	30/01/1998	2156982	09/07/1999	Registered	33	
United Kingdom	QC PALE CREAM [WORDS]	2156982	30/01/1998	2156976	09/07/1999	Registered	33	
United Kingdom	QC RICH BABY [WORDS]	2156977	30/01/1998	2156977	09/07/1999	Registered	33	
United Kingdom	QC RUBY [WORDS]	2284131	26/10/2001	2284131	29/03/2002	Registered	33	
United Kingdom	QUAY IV [WORDS]	2153293	11/12/1997	2153293	05/06/1998	Registered	33	

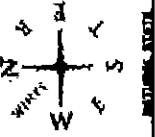
Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	R H PHILLIPS (SERIES 2) [LABEL 9906]	2422400	17/05/2006	2422400	23/02/2007	Registered	33	
United Kingdom	R H PHILLIPS (SERIES 6) [LABEL 9906A,B,C]	2422232	16/05/2006	2422232	15/12/2006	Registered	33	
United Kingdom	RED ROCK [WORDS]	1360748	13/10/1988	1360748	18/05/1990	Registered	33	
United Kingdom	REFRESHINGLY FEISTY [WORDS]	2568803	11/01/2011	2568803	22/04/2011	Registered	32, 33	
United Kingdom	ROUEMONT [WORD]	2198889	28/05/1999	2198889	03/12/1999	Registered	33	
United Kingdom	ROUEMONT CASTLE [WORDS]	1254594	16/11/1985	1254594		Registered	33	
United Kingdom	RUBIS [WORD]	2428923	03/08/2006	2428923	02/02/2007	Registered	33	
United Kingdom	ROSE WINDOW [WORDS]	2487513	14/05/2008	2487513	03/10/2008	Registered	33	
United Kingdom	SACRED TOWER [WORDS]	2572167	14/02/2011	2572167	03/06/2011	Registered	33	
United Kingdom	SAUMELLE [WORD]	457768	02/04/1925	457768		Registered	32, 33	
United Kingdom	SCOTSMAC [WORD]	2243567	25/08/2000	2243567	30/03/2001	Registered	33	
United Kingdom	SHOWERINGS [LABEL 10012]	1218476	11/05/1984	1218476		Registered	16, 32, 33	
United Kingdom	SIERRA BLANCA [WORDS]	2375792	15/10/2004	2375792	01/04/2005	Registered	33	
United Kingdom	SILVERDALE [WORD]	2397171	19/07/2005	2397171	27/01/2006	Registered	33	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	SOLITAIRE [WORD]	804972	25/04/1960	804972		Registered	33	
United Kingdom	SOVRYN [WORD]	456082	09/02/1925	456082		Registered	33	
United Kingdom	SOVRYN HOUSE [WORDS]	1007731	07/03/1973	1007731		Registered	33	
United Kingdom	SPECIALITY DRINKS GOLDWELL [LABEL 10013]	1205453	18/10/1983	1205453		Registered	33	
United Kingdom	SPOOKY DOG [WORDS]	2378738	21/11/2004	2378738	29/04/2005	Registered	33	
United Kingdom	STEM GINGER IN STONE'S ORIGINAL GREEN GINGER WINE [LABEL 10016]	1214963	19/03/1984	1214963		Registered	29	
United Kingdom	STEVENS POINT [WORDS]	2284938	31/10/2001	2284938	05/04/2002	To Lapse	32	
United Kingdom	STONE'S [WORD]	649284	28/06/1946	649284		Registered	05,32,33	
United Kingdom	STONE'S GINGER WINE [WORDS]	174828	02/09/1893	174828		Registered	33	
United Kingdom	STONE'S JAMAICA GINGER WINE [LABEL 10017]	58967	16/11/1886	58967		Registered	33	
United Kingdom	STONE'S MAC [LABEL 10018]	1074937	25/02/1977	1074937		Registered	33	
United Kingdom	STONE'S MAC [WORDS]	888971	07/01/1966	888971		Registered	33	
United Kingdom	STONE'S ORIGINAL GREEN GINGER WINE [LABEL 10019]	56712	13/09/1886	56712		Registered	33	

Country	Mark	Application No	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	STONE'S WHISKY MAC [WORDS]	975761	02/06/1971	975761		Registered	33	
United Kingdom	STONEMASON [WORD]	1585104	15/09/1994	1585104	04/08/1995	Registered	33	
United Kingdom	STONE'S [WORD]	2520540	09/07/2009	2520540	08/01/2010	Registered	32, 33	
United Kingdom	STONE'S GINGER JOE (SERIES 2) [WORDS]	2553534	16/07/2010	2553534	24/12/2010	Registered	32, 33	STONE'S GINGER JOE Brewery Group Ltd
United Kingdom	STONE'S ORIGINAL GREEN GINGER WINE [WORDS]	2520539	09/07/2009	2520539	08/01/2010	Registered	32, 33	
United Kingdom	STONE'S SUMMER CUP [WORDS]	2404435	20/10/2005	2404435	14/04/2006	Registered	33	
United Kingdom	STONE'S COSMO [label]					Pending	33	
United Kingdom	STONE'S MAC [label]					Pending	33	
United Kingdom	STONE'S MO [label]					Pending	33	
United Kingdom	STONE'S MOSCO [label]					Pending	33	
United Kingdom	STONE'S PUNCH					Pending	33	
United Kingdom	STONE'S STORMY					Pending	33	
United Kingdom	STONEWALL [WORD]	1263268	24/03/1986	1263268		Registered	33	
United Kingdom	STOWELLS [WORD]	2197349	14/05/1999	2197349	22/10/1999	Registered	33	
United Kingdom	STOWELLS OF CHELSEA [WORDS]	1439607	13/09/1990	1439607	11/09/1992	Registered	33	
United Kingdom	STOWELLS POSTCARDS [WORDS]	2359988	02/04/2004	2359988	24/09/2004	Registered	33	

Country	Mark	Application No	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	STOWELLS SIGNATURE (series 2) [LABEL 10020]	2317389	03/12/2002	2317389	11/07/2003	Registered	33	
United Kingdom	STOWELLS TASTE THE WORLD [WORDS]	2397390	21/07/2005	2397390	27/01/2006	Registered	33	
United Kingdom	STUMBLE UPON VINEYARDS [WORDS]	2509214	19/02/2009	2509214	29/05/2009	Registered	32,33	
United Kingdom	TALBOT'S HEAD [BLK LBL 10029]	809373	12/03/1960	809373	12/08/1960	Registered	33	
United Kingdom	THELU [WORD]	2367162	01/07/2004	2367162	17/12/2004	Registered	33	
United Kingdom	TORCAZA [WORD]	2357513	04/03/2004	2357513	13/08/2004	Registered	33	
United Kingdom	TRUTH IN WINE (SERIES 2) [LABEL 9904]	2410981	13/01/2006	2410981	23/06/2006	Registered	33	
United Kingdom	TWO MILE CROSSING [WORDS]	2400450	31/08/2005	2400450	10/03/2006	Registered	33	
United Kingdom	TWO TRIBES [WORDS]	2136053	17/06/1997	3136053	19/12/1997	Registered	33	
United Kingdom	UMZUMBE [WORD]	2357508	04/03/2004	2357508	27/08/2004	Registered	33	
United Kingdom	V.P. [WORD]	569801	26/06/1936	569801		Registered	33	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	VANISHING POINT [WORDS]	2358714	18/03/2004	2358714	31/12/2004	Registered	33	
United Kingdom	VERD E GRIS [WORDS]	2235046	06/06/2000	2235046	17/11/2000	To Lapse	33	
United Kingdom	VERONELLO [WORDS]	988056	24/11/1970	988056		Registered	33	
United Kingdom	VILLA TROPANI [WORDS]	2416252	10/03/2006	2416252	01/09/2006	Registered	33	
United Kingdom	VINA ALTA MAR (SERIES 2) [WORDS]	2342496	05/09/2003	2342496	12/03/2004	Registered	33	VINA ALTA MAR VINA ALTA MAR
United Kingdom	VINA FUERZA [WORDS]	2367159	01/07/2004	2367159	17/12/2004	Registered	33	VINA FUERZA
United Kingdom	VINA SAN ANTON [LABEL 9911]	2367594	07/07/2004	2367594	21/01/2005	Registered	33	VINA SAN ANTON
United Kingdom	VINTELLIGENT [WORD]	2409896	23/12/2006	2409896	09/06/2006	Registered	33, 35	
United Kingdom	VIVANTI [WORD]	2015116	22/03/1995	2015116	09/04/1996	Registered	33	
United Kingdom	VIVIQUE [WORD]	1256288	11/12/1985	1256288		Registered	33	
United Kingdom	VP [WORD]	924362	30/04/1988	924362		Registered	33	
United Kingdom	VP CREAM [WORDS]	2156954	30/01/1998	2156954	04/06/1999	Registered	33	
United Kingdom	VP MEDIUM [WORDS]	2156979	30/01/1998	2156979	04/06/1999	Registered	33	
United Kingdom	VP RICH RUBY [WORDS]	2156980	30/01/1998	2156980	04/06/1999	Registered	33	
United Kingdom	VP RUBY [WORDS]	2284132	26/10/2001	2284132	05/04/2002	Registered	33	
United Kingdom	WAGGONERS [WORD]	1252398	17/10/1985	1252398		Registered	33	
United Kingdom	WALKER CANYON [WORDS]	2397175	19/07/2005	2397175	27/01/2006	Registered	33	
United Kingdom	WALKER CANYON [WORDS]	2397175	19/07/2005	2397175	27/01/2006	Registered	33	

Country	Mark	Application No	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	WESTERN WINES [WORDS]	2371863	31/08/2004	2371863	11/03/2005	Registered	33,35,39	
United Kingdom	WESTERN WINES NATURAL STATE [LABEL 9899]	2283678	23/10/2001	2283678	19/04/2002	To Lapse	33	
United Kingdom	WHISPERING JACK [WORDS]	2595593	20/09/2011	2595593		Pending	33	
United Kingdom	WHITEWAYS [WORD]	898267	11/08/1986	898267		Registered	32	
United Kingdom	WHITEWAYS [WORD]	1486406	28/12/1991	1486406	14/01/1994	Registered	30	
United Kingdom	WICKED LADY [WORDS]	658093	10/04/1947	658093		Registered	33	
United Kingdom	WILAROO RIDGE [WORDS]	2400453	31/08/2005	2400453	03/03/2006	Registered	33	
United Kingdom	WILD RIDGE [WORDS]	2335327	19/06/2003	2335327	21/11/2003	Registered	33	
United Kingdom	WINDS OF CHANGE [WORDS]	2197138	14/05/1999	2197138	05/11/1999	Registered	33	
United Kingdom	WINEBOX [LABEL 10039]	1177174	22/06/1982	1177174		Registered	33	
United Kingdom	WINEATION [WORD]	2437840	07/11/2006	2437840	20/04/2007	Registered	16,35,42	
United Kingdom	WOODLANDS [WORD]	2013660	10/03/1995	2013660	26/01/1996	Registered	33	
United Kingdom	WORLD ESTATES [WORDS]	2398572	04/08/2005	2398572	06/01/2006	Registered	33	
United Kingdom	Z WITH APPLE [LABEL 10040]	B1239651	12/04/1985	1239651		Registered	32	

Country	Mark	Application No.	Date Filed	Registration No.	Registration Date	Status	Classes	Device
United Kingdom	ZAPPLE [LABEL 10041]	B1239650	12/04/1985	1239650		Registered	32	
United Kingdom	ZAPPLE [WORD]	1226126	11/09/1984	1226126		Registered	32	
United Kingdom	ZENITH [WORD]	2357509	04/03/2004	2357509	29/04/2005	Registered	33	

SCHEDULE 5

POLICIES

Nature of Risk	Insurer
Industrial Special Risks	Aon Risk Services Limited
Credit Insurance	QBE Insurance (Europe) Limited

NOTICE OF ASSIGNMENT OF INSURANCES AND FORM OF ACKNOWLEDGEMENT AND ENDORSEMENT

[Date]

Policy number []

Yours faithfully
for and on behalf of

³ To be included only if requested by a finance party.

ACKNOWLEDGEMENT TO NOTICE OF ASSIGNMENT OF INSURANCES

To: HSBC Invoice Finance (UK) Limited (in its capacity as UK Security Trustee)
21 Farncombe Rd
Worthing
Sussex
BN11 2BW

Attn: []

Fax no:

[Date]

Dear Sirs

We acknowledge receipt of a notice dated [] and addressed to us by [] Limited (the "Assignor") regarding policy number [] (the "Policy") and acknowledge the instructions and authorisations contained in that notice.

We acknowledge and confirm that:-

- (a) we shall forthwith endorse a memorandum on the Policy in the form attached noting your interest as assignee [and first loss payee];⁴
- (b) until you notify us in writing to the contrary, all payments in respect of claims under the Policy shall only be paid to you to account [HIF to specify];⁵
- (c) we have not received notice that any third party has or may have any rights, title or interest in or to, or has made or may be making any claim, demand or taking any action in respect of the Policy;
- (d) we shall advise you at least 30 days before cancelling, making any material amendments to or declining to renew the Policy; and
- (e) we shall advise you immediately of any default in the payment of any premium payable in respect of the policy and shall allow 30 days during which payment of such premium shall be accepted, such that the policy shall continue in full force and effect if made by the UK Security Trustee on behalf of the Assignor and/or any other insured party.

Yours faithfully
[name of insurer]

⁴ To be included only if requested by a finance party.

⁵ To be included only if requested by a finance party.

FORM OF ENDORSEMENT

Notwithstanding any other provision of this policy, the following endorsement will take effect immediately:-

1. By an assignment of insurances effected by the insured pursuant to a Debenture dated [] in favour of HSBC Invoice Finance (UK) Limited acting as UK Security Trustee (the "UK Security Trustee") the insured assigned by way of security to the UK Security Trustee all of its right, title and benefit in and to this policy, the insurance effected thereby and all the benefits thereof.

[All claims in respect of loss or damage, if any, payable under this policy shall be paid first to the UK Security Trustee.]⁶

⁶ To be included only if requested by a finance party.

SCHEDULE 7
BLOCKED ACCOUNTS

None.

SCHEDULE 8

FORM OF NOTICE OF CHARGE TO ACCOUNT BANK

[On Headed Notepaper of relevant charging company]

[Date]

To: [Bank name] (the "Bank")
[] Branch
[Address]
Attention: []

Dear Sirs

The charger hereby gives the Bank notice that by deed of debenture dated [] (the "Debenture"), the Chargor has charged to HSBC Invoice Finance (UK) Limited (the "UK Security Trustee") acting as UK Security Trustee all its rights, title, interest and benefit in and to the following account held with the Bank and all amounts standing to the credit of such account from time to time:-

Account No. []

Sort code []

(the "Charged Account").

Please acknowledge receipt of this letter by returning a copy of the attached letter on the Bank's headed notepaper with a receipted copy of this notice forthwith, to the UK Security Trustee, 21 Farncombe Rd., Worthing, Sussex, BN11 2BW, marked for the attention of HSBC Invoice Finance (UK) Limited

Yours faithfully

.....
for and on behalf of
[relevant charging company] (the "Chargor")

Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

To: HSBC Invoice Finance (UK) Limited (the "UK Security Trustee")
21 Farncombe Rd
Worthing
Sussex
BN11 2BW

Attention: []

Dear Sirs

[Relevant charging company] (the "Chargor")

[Bank Name] (the "Bank")

The Bank refers you to the notice, received today from the Chargor with respect to the charge which the Chargor has granted to the UK Security Trustee over the Charged Account (the "Notice").

Terms not defined in this letter shall have the meanings given to them in the Notice.

The Bank hereby acknowledges that the chargor has charged to the UK Security Trustee by way of a first fixed charge all of its rights, title, interest and benefit in and to the charged account:

The Bank hereby irrevocably undertakes to the UK Security Trustee that until receipt by the Bank of notice from the UK Security Trustee confirming that the UK Security Trustee no longer has any interest in the Charged Account the Bank shall:

- (a) not exercise any right of combination, consolidation, merger or set-off which the Bank may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Account save for fees and charges payable to the Bank for the operation of the Charged Account;
- (b) promptly notify the UK Security Trustee of any renewal, renumbering or redesignation of any and all of the Charged Account;
- (c) upon request send to the UK Security Trustee copies with respect to the Charged Account of all statements together with copies of all credits, debits and notices given or made by the Bank in connection with such account;
- (d) only permit or effect any withdrawal or transfer from the Charged Account in accordance with this letter;
- (e) arrange for the balance of the Charged Account to be swept to the trust account held by the UK Security Trustee at [HIF to confirm] with account details: Account No. [], sort code [] (the "Trust Account") on [each business day/week], unless otherwise notified by the UK Security Trustee pursuant to paragraph (f) below;
- (f) comply with all instructions received by the Bank from the UK Security Trustee from time to time with respect to the conduct of the Charged Account, including in relation to the movement of funds from the charged account provided that:
 - (i) all instructions are received in writing, by facsimile, to the Bank at facsimile number [], attention: []; and
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same business day. Instructions received outside such hours will be complied with on the next

business day following such receipt. Facsimile instructions will be deemed received at the time of transmission; and

(iii) to the extent that an instruction is given which would in the Bank's opinion cause the Charged Account to become overdrawn the Bank will transfer the cleared balance in the account.

(g) the Bank shall not be obliged to comply with any instructions received from the UK Security Trustee where:

(i) due to circumstances not within the Bank's direct control the Bank is unable to comply with such instructions; and

(ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;

and in each case the Bank shall give notice thereof to the Chargor and the UK Security Trustee as well as reasons why the Bank cannot comply with such instructions;

(h) in the event that the Bank is unable to comply with any instructions due to circumstances set out in paragraph (g) the Bank shall not be responsible for any loss caused to you or to the Chargor and in any event the Bank shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused); and

(i) the UK Security Trustee acknowledges that the Bank is obliged to comply with the terms of this letter and that the Bank has no notice of the particulars of the charge granted to the UK Security Trustee by the Chargor other than as set out in the Notice and this letter.

The Bank is irrevocably authorised by the UK Security Trustee in relation to the charged account to rely upon written communication from any person that the Bank reasonably believes is an authorised officer of the UK Security Trustee, without further inquiry as to the UK Security Trustee's right or authority to give such instructions and the Bank shall be fully protected in acting in accordance with such instructions.

The Bank notes that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to the UK Security Trustee shall be effectively delivered if sent by facsimile to the UK Security Trustee at number [] or by post at the address at the top of this letter, in both cases marked for the attention of [].

This letter is governed by and shall be construed in accordance with English law.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
[BANK]

.....
for and on behalf of
HSBC Invoice Finance (UK) Limited

SCHEDULE 9

FORM OF SUPPLEMENTAL DEED

SUPPLEMENTAL DEED

THIS SUPPLEMENTAL DEED is made on []

BETWEEN:

- (1) HSBC INVOICE FINANCE (UK) LIMITED, a company registered in England and Wales with registration number 00759657 whose registered office is at 21 Farncombe Rd., Worthing, Sussex, BN11 2BW and acting in its capacity as security trustee for the Finance Parties (the "UK Security Trustee") which expression shall include any person for the time being appointed as UK Security Trustee or as a replacement UK Security Trustee for the purpose of and in accordance with the Security Trust Deed; and

- (2) []

WHEREAS:-

- (A) This Supplemental Deed is executed pursuant to a debenture ("Debenture") dated [] between, among others, the UK Security Trustee, and Accolade Wines Limited. Capitalised words and phrases which are defined in the Debenture will bear the same meanings in this Supplemental Deed.
- (B) [] has/have agreed to enter into this Supplemental Deed in order to become party to the Debenture as a Charging Company.

AGREEMENT

1. [] hereby agrees with HSBC Invoice Finance (UK) Limited to:-
- 1.1 comply with the provisions of the Debenture as a Charging Company party thereto and hereby accepts and agrees by execution of this Supplemental Deed it has become a party to the Debenture; and
- 1.2 perform all the obligations of the Debenture.
2. [] acknowledges that it/they has/have received and read the Debenture.
3. This Supplemental Deed may be executed in one or more parts, each of which when executed shall be an original. All counterparts together shall constitute one and the same document.
4. This Supplemental Deed (and non-contractual rights and obligations arising out of it) shall be governed by and construed in accordance with English law. The parties agree to submit to the non-exclusive jurisdiction of the English Courts in relation to any claim or matter (including in relation to non-contractual rights and obligations) arising under this Supplemental Deed.

This Supplemental Deed has been duly executed as a deed by and signed by the UK Security Trustee as set out below.

THE CHARGING COMPANIES

EXECUTED as a DEED (but not delivered until)
dated) by ACCOLADE BRANDS EUROPE)
LIMITED acting by a director in the presence)
of:-

Signature of Director

Signature of witness:

Name of witness:

Address:

Occupation:

WILLIAM QUIST
GILBERT
+ TOBIN

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

GPO Box 3810
Sydney NSW 2001

Ph: +61 2 9263 4400

EXECUTED as a DEED (but not delivered until)
dated) by ACCOLADE EUROPE LIMITED)
acting by a director in the presence of:-)

Signature of Director

Signature of witness:

Name of witness:

Address:

Occupation:

WILLIAM
QUIST

GILBERT
+ TOBIN

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

EXECUTED as a DEED (but not delivered until)
dated) by ACCOLADE WINES EUROPE)
LIMITED acting by a director in the presence)
of:-

Signature of Director

Signature of witness:

Name of witness:

Address:

Occupation:

WILLIAM QUIST

GILBERT
+ TOBIN

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

EXECUTED as a DEED (but not delivered until)
dated) by ACCOLADE WINES EUROPE NO.2)
LIMITED acting by a director in the presence)
of:-

.....
Signature of Director

Signature of witness: [REDACTED]

Name of witness:

WILLIAM QUIST

.....
Name of Director

Address:

**G | GILBERT
+ TOBIN**

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

Occupation:

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

EXECUTED as a DEED (but not delivered until)
dated) by ACCOLADE WINES HOLDINGS)
EUROPE LIMITED acting by a director in the)
presence of:-

.....
Signature of Director

Signature of witness: [REDACTED]

Name of witness:

WILLIAM QUIST

**G | GILBERT
+ TOBIN**

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

Occupation:

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

EXECUTED as a DEED (but not delivered until)
dated) by ACCOLADE WINES LIMITED acting)
by a director in the presence of:-

.....
Signature of Director

Signature of witness: [REDACTED]

Name of witness:

WILLIAM QUIST

.....
Name of Director

Address:

**G | GILBERT
+ TOBIN**

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

Occupation:

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

EXECUTED as a DEED (but not delivered until
dated) by ACCOLADE WINES UK LIMITED
acting by a director in the presence of:-

Signature of Director

Signature of witness:

Name of witness: WILLIAM QUIST

Address:

Occupation:

G | GILBERT
+TOBIN

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

Name of Director

EXECUTED as a DEED (but not delivered until
dated) by AVALON CELLARS TWO LIMITED
acting by a director in the presence of:-

Signature of Director

Signature of witness:

Name of witness: WILLIAM QUIST

Address:

Occupation:

G | GILBERT
+TOBIN

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

Name of Director

EXECUTED as a DEED (but not delivered until
dated) by BABYCHAM LIMITED acting by a
director in the presence of:-

Signature of Director

Signature of witness:

Name of witness: WILLIAM QUIST

Address:

Occupation:

G | GILBERT
+TOBIN

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

Name

EXECUTED as a DEED (but not delivered until)
dated) by FREETRADERS GROUP LIMITED)
acting by a director in the presence of:-)

Signature of Director

Signature of witness:

Name of witness: WILLIAM QUIST

Address:



Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

Occupation:

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

Name of Director

EXECUTED as a DEED (but not delivered until)
dated) by HERTFORD CELLARS LIMITED)
acting by a director in the presence of:-)

Signature of Director

Signature of witness:

Name of witness: WILLIAM QUIST

Address:



Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

Occupation:

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

Name of Director

EXECUTED as a DEED (but not delivered until)
dated) by HUDSON & HILL LIMITED acting by)
a director in the presence of:-)

Signature of Director

Signature of witness:

Name of witness: WILLIAM QUIST

Address:



Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

Occupation:

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

Name of Director

EXECUTED as a DEED (but not delivered until
dated) **STONE'S OF LONDON LIMITED** acting
by a director in the presence of:-

Signature of Director

Signature of witness:

Name of witness:
WILLIAM QUIST
Address:

**GILBERT
+ TOBIN**

Name of Director

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

Occupation:

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

EXECUTED as a DEED (but not delivered until
dated) by **STOWELLS OF CHELSEA LIMITED**
acting by a director in the presence of:-

Signature of Director

Signature of witness:

Name of witness:
WILLIAM QUIST
Address:

**GILBERT
+ TOBIN**

Name of Director

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

Occupation:

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

EXECUTED as a DEED (but not delivered until
dated) by **WESTERN WINES HOLDINGS
LIMITED** acting by a director in the presence
of:-

Signature of Director

Signature of witness:

Name of witness: **WILLIAM QUIST**

Address:

**GILBERT
+ TOBIN**

Name of Director

Occupation:

Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

EXECUTED as a DEED (but not delivered until)
dated) WESTERN WINES LIMITED acting by a)
director in the presence of:-)

.....
Signature of Director

Signature of witness: [REDACTED]

Name of witness: WILLIAM QUIST

.....
Name of Director

Address:

Occupation:



Level 35, Tower Two
International Towers
200 Barangaroo Avenue
Barangaroo NSW 2000

GPO Box 3810
Sydney NSW 2001
Ph: +61 2 9263 4400

Steven James Fennell

EXECUTED as a Deed by

[Redacted]

A duly authorised attorney
For and on behalf of
HSBC INVOICE FINANCE (UK) LIMITED

Richard Corbine

In the presence of:

[Redacted]

Address

HSBC Invoice Finance (UK) Limited
21 Farncombe Road
Worthing, West Sussex BN11 2BW

THE UK SECURITY TRUSTEE

EXECUTED as a Deed by

[Redacted]

A duly authorised attorney
For and on behalf of
HSBC INVOICE FINANCE (UK) LIMITED

Steven James Fennell

Richard Corbine

In the presence of:

[Redacted]

Address

HSBC Invoice Finance (UK) Limited
21 Farncombe Road
Worthing, West Sussex BN11 2BW