

MG01

Particulars of a mortgage or charge



069972/12.

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

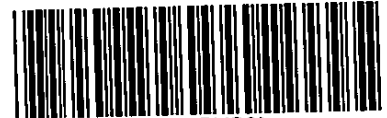
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

SATURDAY



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09/07/2011

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COMPANIES HOUSE

For official use

1

Company details

Company number 5 6 1 1 3 3 7

Company name in full ROUGE 1 LIMITED registered in England and Wales
(the "Chargor")

2

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d0 d1 m0 m7 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

An accession deed dated 1 July 2011 ("**Accession Deed to the Debenture**") made between,
among others, (1) Dunedin Claret Limited, (2) the Chargor and (3) HSBC Bank plc (the
"**Lender**") to a debenture dated 1 July 2011 and made between (1) Dunedin Claret Limited, (2)
Dunedin Claret Midco Limited, (3) Dunedin Claret Bidco Limited and (4) the Lender (the
"**Debenture**")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future indebtedness, moneys, obligations and
liabilities of each Obligor (including the Chargors) and each member
of the Group to the Lender, in whatever currency denominated,
whether actual or contingent, whether owed jointly or severally or as
principal or as surety or in some other capacity and whether or not
the Lender was an original party to the relevant transaction and in
whatever name or style, including all interest, discount, commission
and fees for which any of them may be or become liable to the
Lender, together with all Expenses and all interest under Clause 2.2
of the Debenture (the "**Secured Liabilities**")
For capitalised terms used but not otherwise defined in this Form
MG01, please see continuation pages 1 and 2 to this Form MG01

Continuation page

Please use a continuation page if
you need to enter more details

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

In this Form MG01 the following expressions shall have the following meanings

"Acquisition Agreement". has the same meaning given to such term in the Facilities Agreement

"Additional Chargor" means a company which becomes an Additional Chargor in accordance with Clause 25 (*Changes to the Chargors*) of the Debenture

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"Charged Property" means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to the Debenture

"Chargor" means an Original Chargor or an Additional Chargor, unless it has ceased to be a Chargor in accordance with Clause 24 (*Changes to the Chargors*) of the Debenture

"Company" means Dunedin Claret Bidco Limited.

"Debt Proceeds". means any proceeds of any book debts and other debts or monetary claims (including any chose in action which may give rise to a monetary claim) owing to any Chargor (including, without limitation, any sums of money received by any Chargor from any of the assets charged under Clause 3 2 7 (*Book debts*) and/or Clause 3 2 8 (*Bank accounts and deposits*) of the Debenture

"Facilities Agreement" means a facilities agreement dated 1 July 2011 and made between among others (1) Dunedin Claret Limited, (2) Dunedin Claret Midco, (3) the Company and (4) the Lender (as amended, supplemented, extended, restated or any document replacing such agreement)

"Group" means the group comprising the Chargor and each of its subsidiaries from time to time, and **"member of the Group"** shall be construed accordingly

"Finance Document": has the same meaning given to such term in the Facilities Agreement

"Hedging Agreement" has the meaning given to such term in the Facilities Agreement

"Insurances" means the Key-man Policies and the proceeds of them and all other contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy</p> <p>“Intellectual Property” means</p> <ul style="list-style-type: none"> (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights, (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights, (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences, (d) all know-how, confidential information and trade secrets, and (e) all physical material in which any intellectual property might be incorporated, <p>including, without limitation, any of the same specified in Schedule 4 (<i>Intellectual Property</i>) of the Debenture</p> <p>“Key-man Policies” means each of the key-man policies of life insurance or life assurance from time to time taken out by or for the benefit of any Chargor or assigned to any Chargor or in which any Chargor from time to time has an interest in respect of the death or disability or critical illness of the individuals specified in Schedule 3 (<i>Key-man Policies</i>) of the Debenture</p> <p>“Mortgaged Property” means any freehold, commonhold or leasehold property the subject of the security constituted by this Deed and references to any “Mortgaged Property” shall include references to the whole or any part or parts of it</p> <p>“Obligor” means any borrower or guarantor (including the Chargors) under or in connection with any facilities made available by the Lender to any member of the Group from time to time</p> <p>“Original Chargor” the companies whose respective names and company numbers appear in Schedule 1 (<i>The Chargors</i>) to the Debenture</p> <p>“Premises” means all buildings and erections from time to time situated on or</p>	

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Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

forming part of any Mortgaged Property

“Realisation Account”: means the interest bearing blocked deposit account opened or to be opened by any Chargor with the Lender on or before the date of the Debenture and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time)

“Related Rights” means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise

“Securities” means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 5 (*Securities*) of the Debenture, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

“Security” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

“Specified Contracts” means each of the contracts specified in Schedule 6 (*Specified Contracts*) of the Debenture

“Structural Intra-group Loans”: has the same meaning given to such term in the Facilities Agreement

“Subsidiary”: means a subsidiary within the meaning of Section 1159 of the Companies Act 2006.

All of the provisions of clauses 1.2 to 1.10 (*Construction*) of the Debenture shall apply to this Form MG01 as though they were set out in full except that references to "Deed" therein are to be construed as references to the Debenture or this Form MG01 as the case may be.

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name HSBC BANK PLC (the "Lender")

Address Level 24, 8 Canada Square, London

Postcode E 1 4 5 H Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

1) Fixed Security

- 1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (*Real Property*) of the Accession Deed to the Debenture
- 1 2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future
 - 1 2 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 1 1 above),
 - 1 2 2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 2 3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;</p> <p>1 2 4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,</p> <p>1 2 5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),</p> <p>1 2 6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,</p> <p>1.2 7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,</p> <p>1.2 8 all moneys from time to time deposited in or standing to the credit of any bank account with the Lender or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of any Realisation Account;</p> <p>1 2.9 all Securities and their Related Rights,</p> <p>1 2 10 all of its goodwill and uncalled capital,</p> <p>1 2 11 all Intellectual Property;</p> <p>1 2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them,</p> <p>1.2 13 each of the Specified Contracts (as specified in Schedule 3 (<i>Specified</i></p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Contracts) of the Accession Deed to the Debenture, together with

- (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,
- (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,
- (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and
- (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Lender or any other person),
- (e) including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them

1 3 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Lender absolutely by way of a first legal assignment all of the Chargor's right, title and interest in and to the Acquisition Agreement, the Structural Intra-group Loans, the Hedging Agreement and any policies relating to the Insurances

2) Floating Charge

2 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of the Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*) of the Accession Deed to the Debenture as described in paragraph 1 (*Fixed Security*) of this Form MG01 above

2 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

apply to the floating charge created pursuant to Clause 4.1 (*Creation of Floating Charge*) of the Accession Deed to the Debenture as described in paragraph 2.1 of this Form MG01 above

NOTES

The Accession Deed to the Debenture also contains the following provisions

Negative Pledge

The Chargor shall not create or extend or permit to arise or subsist and Security (other than any Security constituted by the Accession Deed to the Debenture) over the whole or any part of the Charged Property other than as permitted under the Facilities Agreement or with the prior written consent of the Lender

Restrictions on Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal of any Charged Property which is subject only to the floating charge created by Clause 4.1 (*Creation of Floating Charge*) of the Accession Deed to the Debenture for full consideration in the ordinary and usual course of the Chargor's business as it is presently conducted or as permitted under the Facilities Agreement, the Accession Deed to the Debenture or with the prior consent of the Lender

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X CMS Cameron McKenna LLP X

This form must be signed by a person with an interest in the registration of the charge

CHFP025

03/11 Version 5.0

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **ANAG / PKD 0Z3407.00466**

Company name
CMS Cameron McKenna LLP

Address **Mitre House**

160 Aldersgate Street

London

Post town

County/Region

Postcode **E C 1 A 4 D D**

Country

DX **DX 135316 BARBICAN 2**

Telephone **020 7367 3000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



OK

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 5611337
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCESSION DEED DATED 1
JULY 2011 AND CREATED BY ROUGE 1 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR (INCLUDING THE CHARGORS) AND EACH
MEMBER OF THE GROUP TO HSBC BANK PLC ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES