

MG01

Particulars of a mortgage or charge



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LASERFORM

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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 to
register particulars of a charge for a
company. To do this, please
use form MG01s

TUESDAY



AVMV9YOH

A10

25/10/2011

57

COMPANIES HOUSE

1

Company details

Company number 0 6 0 4 7 4 9 4

Company name in full Avalon Cellars Two Limited (the "Company")

For official use



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 d1 d8 m1 m0 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

Debenture (the "**Debenture**") between amongst others, the Company and GE Commercial Distribution
Finance Europe Limited (the "**UK Security Trustee**")

4

Amount secured

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

Amount secured

All the liabilities and all other present and future obligations at any time
due, owing or incurred by the Company to the *UK Security Trustee* and
other secured parties under certain of the *Debt Documents* (as such term is
defined in the *Intercreditor Deed*), both actual and contingent and whether
incurred solely or jointly and as principal or surety or in any other capacity
(*"UK secured obligations"*)

All terms italicised within this MG01 and not defined herein shall have the
same meaning as set out and given to such term in the Debenture

Continuation page

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

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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 GI Commercial Distribution Finance Europe Limited (as UK Security Trustee)

Address Meridian Trinity Square, 23/59 Staines Road, Hounslow, Middlesex

United Kingdom

Postcode 1 W 3 3 H F

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

See Continuation Page C3

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7 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 *Wagge & Co LLP* X


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

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	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	Neil Brandrick/2053538/PXF1
Company name	Wragge & Co LLP
Address 55 Colmore Row	
Post town Birmingham	
County/Region	
Postcode	B 3 2 A S
Country	
DX	DX 13036 Birmingham 1
Telephone	01212331000


	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:	
<input type="checkbox"/>	The company name and number match the information held on the public Register
<input type="checkbox"/>	You have included the original deed with this form
<input type="checkbox"/>	You have entered the date the charge was created
<input type="checkbox"/>	You have supplied the description of the instrument
<input type="checkbox"/>	You have given details of the amount secured by the mortgagee or chargee
<input type="checkbox"/>	You have given details of the mortgagee(s) or person(s) entitled to the charge
<input type="checkbox"/>	You have entered the short particulars of all the property mortgaged or charged
<input type="checkbox"/>	You have signed the form
<input type="checkbox"/>	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 enquires@companieshouse.gov.uk	

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

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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. Charging Provisions</p> <p>The Company, as continuing security for the payment, discharge and performance of all the <i>UK secured obligations</i> in relation to all of the following assets whether now or in future belonging to the Company hereby, in each case with full title guarantee</p> <p>1.1 Fixed charges charges to the <i>UK Security Trustee</i> by way of separate first fixed charges</p> <p>(a) by way of legal mortgage each property specified in Schedule 2 of the Debenture (none at the time of the Debenture) which is set opposite its name</p> <p>(b) by way of equitable mortgage its real property, other than the property or properties specified in Schedule 2 of the Debenture 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.</p> <p>(c) [blank]</p> <p>(d) all the <i>plant and equipment</i> together with all spare parts and replacements for and all modifications and additions to the <i>plant and equipment</i></p> <p>(e) all its goodwill, unpaid and/or uncalled capital,</p> <p>(f) all <i>fixtures</i> other than <i>fixtures</i> on the <i>real property</i> at North Fitzwarren, Taunton, England (represented by ST47516, ST98175, ST229837 and ST103830)</p> <p>(g) all <i>intellectual property</i> and licences thereunder.</p> <p>(h) all its <i>securities</i>, including but not limited to those securities listed in the Schedule to these short particulars, and excluding any <i>securities</i> in a <i>joint venture</i> which requires the consent of the other party to such <i>joint venture</i>, where such party's consent has yet to be obtained,</p> <p>(i) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the <i>Accolade group</i>, save in relation to loan capital, indebtedness or liabilities which the Company is permitted to deal with because doing so constitutes a <i>permitted payment</i> or <i>permitted distribution</i>,</p> <p>(j) all amounts realised by an administrator or liquidator of the Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986,</p> <p>(k) all of those documents of title which at any time and for any purpose have been or may be deposited with the <i>UK Security Trustee</i> and the property mentioned in such documents,</p> <p>(l) any contracts relating to or benefitting any of the <i>charged assets</i>,</p> <p>(m) all of its <i>non-vesting debts</i>,</p> <p>(n) all of its <i>other debts</i>,</p> <p>(o) all its <i>excluded receivables</i>.</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (p) all *policies* (to the extent not validly assigned pursuant to paragraph 1 3 of these short particulars), and
- (q) all monies standing to the credit of the *blocked account* and in any other account in the name of the 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*
- 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 paragraph 1 3 of these short particulars),
- 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*

2. Qualifying Floating Charge

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

3. Negative Pledge

The Company shall not whilst the Debenture exists

- 3 1 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*, and
- 3 2 create or allow to exist a *security interest* on the whole or any part of its present or future property except *permitted security interests*

The Schedule

Securities Charged by Avalon Cellars Two Limited

Number and Type of Securities Charged	Company whose Securities are Charged	Company Number
101 Ordinary Shares of £1 each	Accolade Brands Europe Limited	05586122
1,375 000 Ordinary Shares of £1 each	Accolade Wines Europe Limited	01072796

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

497,875 Ordinary Shares of £0.10 each	Western Wines Limited	01480346
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6047494
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 OCTOBER
2011 AND CREATED BY AVALON CELLARS TWO LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO GE COMMERCIAL DISTRIBUTION FINANCE
EUROPE LIMITED (AS UK SECURITY TRUSTEE) AND OTHER
SECURED PARTIES 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 25 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 OCTOBER
2011

