

MR01

Particulars of a charge

145700

36

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge when an instrument is used. Use form MR02

For further information, please refer to our guidance at www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**



A24
08/11/2014
COMPANIES HOUSE #219

SATURDAY

1 Company details

Company number	0	2	2	1	8	9	2	8
Company name in full	Bibendum Wine Limited							

0006 For official use

→ **Filing in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d	0	d	5	m	1	m	1	y	2	y	0	y	1	y	4
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3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name	RBS Invoice Finance Limited (RBSIF)
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01

Particulars of a charge

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Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

Not applicable

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

Yes

No



6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue

No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes



7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No



8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Heloueshaw Goodland LLP* X



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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name SINCKS/335195-7

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 A B

Country United Kingdom

DX 14301 Manchester

Telephone 0161 934 6000

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 a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

 **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 filed on paper.

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

CHFP025

06/14 Version 2.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 2218928

Charge code: 0221 8928 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2014 and created by BIBENDUM WINE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2014

Given at Companies House, Cardiff on 13th November 2014

DX



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Debenture - Company/LLP

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND RBSIF IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Client: Bibendum Wine Limited **Registered No:** 02218928

Client's Address for Service: 113 Regents Park Road, London NW1 8UR

RBSIF: RBS Invoice Finance Limited

1. Client's Obligations

The Client will pay to RBSIF on demand all its Obligations. The Client's **Obligations** are all the Client's liabilities to RBSIF (present, future, actual or contingent and whether incurred alone or jointly with another) and include.

- 1.1 **Interest** at the same rate as the discounting charge charged by RBSIF to the Client, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by RBSIF,
- 1.2 any expenses RBSIF or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:
 - 1.2.1 the Property charged by Clause 2,
 - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

References to **Property** include any part of it and references to **Land** are to any interest in heritable, freehold or leasehold land.

2. Charge

The Client, as a continuing security for its Obligations and with full title guarantee, gives to RBSIF:

- 2.1 a legal mortgage over all Land vested in the Client specified in the Schedule,
- 2.2 a fixed charge over the following Property of the Client, owned now or in the future
 - 2.2.1 all Land vested in or charged to the Client all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land,
 - 2.2.2 all plant and machinery, including any associated warranties and maintenance contracts,
 - 2.2.3 all the goodwill of the Client's business,
 - 2.2.4 any uncalled capital;
 - 2.2.5 all stock, shares and other securities held by the Client at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities,
 - 2.2.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights;
 - 2.2.7 the benefit of any hedging arrangements, futures transactions or treasury instruments;
 - 2.2.8 all Non-Vesting Debts and their Related Rights;

A **Subsidiary** is an entity controlled, directly or indirectly, by the Client or by a Subsidiary of the Client

"Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others

Non-Vesting Debts means all Debts which fall to vest in RBSIF under any Debt Purchase Agreement

Related Rights and Debts have the meanings given to them under any Debt Purchase Agreement

Debt Purchase Agreement means any debt purchase facility entered into between the Client and RBSIF.

2 3 a floating charge over all the other property, assets and rights of the Client owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by RBSIF.

3. Restrictions

The Client will not, without RBSIF's prior written consent

3 1 permit or create any mortgage, standard security, charge or lien on the Property,

3 2 dispose of the Property charged by Clauses 2 1 and 2 2;

3 3 dispose of the Property charged by Clause 2 3, other than in the ordinary course of business;

3 4 call on, or accept payment of, any uncalled capital,

3 5 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting,

3 6 dispose of, part with or share possession or occupation of any of its Land

4. Property Undertakings

The Client will

4 1 permit RBSIF at any time to inspect the Property;

4 2 keep all Property of an insurable nature comprehensively insured (including if requested by RBSIF, terrorism cover) to RBSIF's reasonable satisfaction for its full reinstatement cost. In default, RBSIF may arrange insurance at the Client's expense,

4.3 hold on trust for RBSIF all proceeds of any insurance of the Property. At RBSIF's option, the Client will apply the proceeds in making good the relevant loss or damage, or to reduce the Client's Obligations,

4 4 where required by RBSIF, deposit with RBSIF all insurance policies (or copies where RBSIF agrees), and all deeds and documents of title relating to the Property,

4.5 keep the Property in good condition;

4.6 not, without RBSIF's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations,

4.7 deal with all Non Vesting Debts and their Related Rights as if they were debts which vested in RBSIF under any Debt Purchase Agreement,

4 8 deal with all Debts in accordance with the terms of any Debt Purchase Agreement

5. Conversion of Floating Charge to Fixed Charge

5 1 RBSIF may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Client will not dispose of the affected Property without RBSIF's consent

5 2 The floating charge will become a fixed charge if an administrator of the Client is appointed

6. Investigating Accountants

RBSIF may require the Client to appoint a firm of accountants to review its financial affairs if

6.1 any of the Client's Obligations are not paid when due,

6.2 RBSIF considers that the Client has breached any other obligation to RBSIF,

6.3 RBSIF considers any information provided by the Client to be materially inaccurate

Any review required will take place within 7 days of RBSIF's request (or longer if RBSIF agrees). The firm, and the terms of reference, must be approved by RBSIF. The Client (and not RBSIF) will be responsible for the firm's fees and expenses, but RBSIF may make payment and the Client will repay RBSIF on demand.

7. Possession and Enforceability

7.1 RBSIF does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Client will continue in possession until RBSIF takes possession

7.2 RBSIF may take possession and enforce this deed if

7.2.1 RBSIF demands payment of any of the Client's Obligations,

7.2.2 the Client asks RBSIF, or RBSIF receives notice of intention, to appoint an administrator or an administration application is made;

7.2.3 a meeting is called or a petition is presented for liquidation of the Client,

7.2.4 any security is enforced in respect of any assets of the Client;

7.2.5 a Termination Event (as defined in any Debt Purchase Agreement) occurs

7.3 Any purchaser or third party dealing with RBSIF or a receiver may assume that RBSIF's powers have arisen and are exercisable without proof that demand has been made

7.4 RBSIF will not be liable to account to the Client for any money not actually received by RBSIF

8 Appointment of Receiver or Administrator

8.1 RBSIF may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Client.

8.2 Any receiver will be the Client's agent and the Client (and not RBSIF) will be responsible for the acts, defaults and remuneration of the receiver. RBSIF may fix and pay the receiver's fees and expenses at the expense of the Client

9. Powers of RBSIF, an Administrator or Receiver

9.1 RBSIF, an administrator or any receiver may:

9.1.1 carry on the Client's business;

9.1.2 enter, take possession of, and/or generally manage the Property,

9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land,

9.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by RBSIF or a receiver under this power,

9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land,

9.1.6 complete any transactions by executing any deeds or documents in the name of the Client,

9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise,

9.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this,

- 9.1.9 if the Client is a company, call up any uncalled capital with all the powers conferred by the Client's articles of association;
- 9.1.10 if the Client is an LLP, call up any capital due from the Client's members with all the powers conferred by the members' agreement in relation to capital contributions,
- 9.1.11 employ advisers, consultants, managers, agents, workmen and others,
- 9.1.12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies,
- 9.1.13 do any acts which RBSIF or a receiver considers to be incidental or beneficial to the exercise of their powers
- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Client's Obligations
- 9.3 Joint receivers may exercise their powers jointly or separately
- 9.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law
- 9.5 RBSIF may exercise any of its powers even if a receiver has been appointed
- 9.6 RBSIF may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise RBSIF will only exercise those rights as instructed by the Client
- 9.7 RBSIF may set off any amount due from the Client against any amount owed by RBSIF to the Client. RBSIF may exercise this right, without prior notice, both before and after demand. For this purpose, RBSIF may convert an amount in one currency to another, using its market rate of exchange at the relevant time
- 9.8 Any credit balance with RBSIF will not be repayable, or capable of being disposed of, charged or dealt with by the Client, until the Client's Obligations have been paid in full. RBSIF allowing the Client to make withdrawals will not waive this restriction
- 9.9 This deed may be enforced against the Client without RBSIF first having recourse to any other right, remedy, guarantee or security held by or available to RBSIF
- 9.10 Section 93 of the Law of Property Act 1925 will not apply to this deed.
- 9.11 The powers of sale and appointing a receiver conferred by this deed will be exercisable without the restrictions contained in section 103 of the Law of Property Act 1925 or otherwise.
- 9.12 The powers set out in this Clause 9 are in addition to powers conferred on administrators or receivers by statute

10. Application of Payments

- 10.1 RBSIF may apply any payments received for the Client to reduce any of the Client's Obligations, as RBSIF decides
- 10.2 If RBSIF receives notice of any charge or other interest affecting the Property, RBSIF may suspend the Client's account(s) and open a new account or accounts. Regardless of whether RBSIF suspends the account(s), any payments received by RBSIF after the date of the notice will be applied first to repay any of the Client's Obligations arising after that date.

11. Preservation of other Security and Rights and Further Assurance

- 11.1 This deed is in addition to any other security for the Client's Obligations held by RBSIF now or in the future. RBSIF may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or RBSIF's other rights
- 11.2 On request, the Client will execute any deed or document, or take any other action required by RBSIF, to perfect, enhance or facilitate the realisation of RBSIF's security under this deed

- 11.3 The Obligations of the Client under this deed will not be affected by any act or omission which, but for this deed, would reduce, release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to RBSIF) including
- 11.3.1 any extension of time, waiver or consent granted to, or composition with, the Client or other person,
 - 11.3.2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Client or any other person or any failure to comply with any requirement of any instrument or any failure to realise the full value of any security,
 - 11.3.3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Client or any other person;
 - 11.3.4 any amendment, novation, supplement, extension, restatement or replacement of the Debt Purchase Agreement or any other document or security including, without limitation, any change in the purpose of, any extension or increase in any facility or the addition of any new facility under the Debt Purchase Agreement or other document or security,
 - 11.3.5 any unenforceability, illegality or invalidity of any obligation of any person under the Debt Purchase Agreement or any other document or security;
 - 11.3.6 any insolvency, administration or similar proceedings of the Client or any other person

12. Certificate of the Client's Obligations

A certificate signed by an official or manager of RBSIF as to the cause, existence or amount of the Client's Obligations or the amount due from the Client under this deed will be conclusive evidence save in the case of manifest error or on any question of law

13. Power of Attorney

To give effect to this deed and secure the exercise of any of its powers, the Client irrevocably appoints RBSIF, and separately any receiver, to be the Client's attorney (with full power of substitution and delegation), in the Client's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

14. Consents, Notices and Demands

- 14.1 All consents, notices and demands must be in writing.
- 14.2 RBSIF may deliver a notice or demand to the Client at its registered office, at the contact details last known to RBSIF or at the Address for Service if specified
- 14.3 A notice or demand signed by an official or manager of RBSIF will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday
- 14.4 A notice from the Client to RBSIF must be addressed to the Client's Relationship Manager and will be effective on receipt

15. Transfers

- 15.1 RBSIF may allow any person to take over any of its rights and duties under this deed. The Client authorises RBSIF to give that person or its agent any financial or other information about the Client. References to RBSIF include its successors
- 15.2 The Client may not transfer any of its rights or obligations under this deed.

16. Reinstatement

Where any discharge (whether in respect of the Obligations of the Client or any security for those Obligations or otherwise) is made in whole or in part or any arrangement is made in reliance on any payment, security or other disposition which is avoided or must be restored on insolvency or otherwise

the Client's Obligations under this deed will continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that a payment, security or other disposition is liable to avoidance or restoration

17. Law

17.1 This deed is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.

17.2 For the benefit of RBSIF, the Client irrevocably submits to the jurisdiction of the courts of England and Wales and irrevocably agrees that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on the Client and may be enforced against the Client in the courts of any other jurisdiction.

17.3 If an Address for Service is specified, it, or any other address provided for this purpose, will be an effective address for service of proceedings on the Client

Schedule

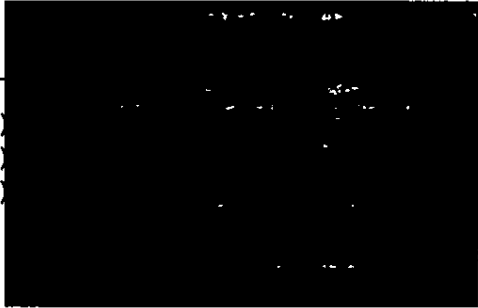
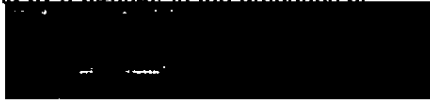
Part 1. Registered Land

Part 2: Unregistered Land

In Witness of which this deed has been duly executed and delivered on the date specified below

Dated _____

Executed as a deed by
Bibendum Wine Limited
acting by a director in the presence of



Signature of witness

Name **MARLUS C. RANN**



Address

5X17 IAD

Executed as a deed by)
RBS Invoice Finance Limited acting by a)
director in the presence of) Director

.....
Signature of witness

Name

Address

.

the Client's Obligations under this deed will continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that a payment, security or other disposition is liable to avoidance or restoration.

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Schedule

Part 1: Registered Land

Part 2: Unregistered Land

In Witness of which this deed has been duly executed and delivered on the date specified below

Dated 5 November 2014

Executed as a deed by
Bibendum Wine Limited
acting by a director in the presence of

Signature of witness

Name MARCUS C. RANN

Address

OX17 1AD

WE HEREBY CERTIFY THAT THIS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE 06.11.14
ADDLESHAW GODDARD LLP