

0195 123950/39
MG01

Particulars of a mortgage or charge



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 Scot
company. To do this, please use
form MG01s

FRIDAY



ALSGJZCX

A30

18/11/2011

COMPANIES HOUSE

11

1 Company details

Company number 0 0 0 4 7 6 0 1

Company name in full FINLAY BEVERAGES LIMITED ("Chargor")

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 00 04 01 01 02 00 01 01

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 ("Debenture")

4 Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of each present or future
Obligor to the Security Agent and/or the other
Secured Parties (or any of them) under or pursuant
to any Finance Document (including all monies
covenanted to be paid under the Debenture)
("Secured Obligations")

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	RBS Invoice Finance Limited	
Address	Smith House, PO Box 50, Elmwood Avenue, Feltham, Middlesex ("Security Agent")	
Postcode		
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	<p>1 The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>1 1 by way of first legal mortgage the Real Property (if any) specified in part 1 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture</p> <p>1 2 by way of first fixed charge</p> <p>1 2 1 all other Real Property and all interests in Real Property (not charged by clause 4 1(a) of the Debenture) (but excluding any Rack Rent Leases)</p> <p>1 2 2 all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>1 2 3 the proceeds of sale of all Real Property</p> <p>1 3 by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>1 4 by way of first fixed charge</p> <p>1 4 1 all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture), and</p> <p>1 4 2 the benefit of all contracts, licences and warranties relating to the same,</p> <p>other than any which are for the time being part of the Chargor's stock-in-trade or work-in-progress,</p>	

See continuation sheet - 1

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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

None

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 DLA Piper Seward LLP

17/11/11

X

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

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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 Christine Tonner

Company name DLA Piper Scotland LLP

Address Rutland Square

EDINBURGH

Post town

County/Region

Postcode E H 1 2 A A

Country

DX DX ED271 Edinburgh

Telephone 0131 345 5180



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

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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	1 5	by way of first fixed charge
	1 5 1	the Charged Securities referred to in part 2 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture, and
	1 5 2	all other Charged Securities (not charged by clause 4 1(e)(i) of the Debenture),
		in each case, together with (A) all Securities Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
	1 6	by way of first fixed charge
	1 6 1	the Intellectual Property (if any) specified in part 3 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture, and
	1 6 2	all other Intellectual Property (if any) (not charged by clause 4 1(f)(i) of the Debenture),
	1 7	by way of first fixed charge all Non-Vesting Domestic Debts and Related Rights thereto and their proceeds now or in the future owing to the Chargor which is a Client under the Receivables Finance Facility Agreement
	1 8	by way of first fixed charge all Non-Vesting Export Debts and Related Rights thereto and their proceeds now or in the future owing to the Chargor which is a Client under the Receivables Finance Facility Agreement
	1 9	to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture, by way of first fixed charge such Assigned Asset,
	1 10	by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)
	1 10 1	the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and
	1 10 2	any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and
	1 11	by way of first fixed charge all of the goodwill and uncalled capital of the Chargor
	2	The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to each of the following
	2 1	all Insurances specified in part 4 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture, and
	2 2	all other Insurances (not assigned by clauses 4 2(a) of the Debenture),
		and all claims under the Insurances and all proceeds of the Insurances save that the exercise of all rights and remedies in connection with such Insurances, the exercise of any discretions or judgements, the giving of any waivers or consents and the entitlement to all proceeds and claims arising therefrom shall, in the absence of a Termination Event which is continuing, be exercised at the sole discretion of the applicable Chargor (subject always to the provisions of the Receivables Finance Facility Agreement)
		To the extent that any Assigned Asset described in clause 4 2 of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances
	3	Immediately upon execution of the Debenture (and promptly upon the obtaining of any Insurance after the date of the Debenture), the Chargor shall in respect of each of its Insurances, deliver a duly completed notice of assignment to each insurer that is a party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in or

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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>substantially in the respective forms set out in schedule 3 (<i>Form of notice to and acknowledgement by insurers</i>) of the Debenture, or in such other form as the Security Agent shall agree</p> <p>4 The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Debenture</p> <p>5</p> <p>5 1 Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 4 1 (<i>Fixed charges</i>) of the Debenture (and the further assurance provisions set out in clause 20 (<i>Further assurances</i>) of the Debenture) any leasehold property held by the Chargor under a lease and any other property where the freehold is not owned where (i) the terms of such lease or other arrangement either preclude absolutely the relevant Chargor from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge, and (ii) such consent has not been previously obtained (each an "Excluded Property")</p> <p>5 2 With regard to each Excluded Property, the relevant Chargor hereby undertakes to use reasonable endeavours to obtain such consent as soon as reasonably practical (except where such charge is precluded by the terms of such lease or other arrangement) following a request from the Security Agent</p> <p>5 3 If any third party whose consent is required under the terms of any lease or other arrangement relating to Excluded Property to the creation by the Chargor of the floating charge over such Excluded Property under clause 5 (<i>Floating charge</i>) of the Debenture notifies the Chargor of the resultant breach of such lease or other arrangement, then the Chargor shall as soon as reasonably practicable advise the Security Agent of such notification and if the Security Agent, following consultation with the Chargor, determines (acting reasonably) that (i) there is a reasonable likelihood of the relevant Chargor's interest in such Excluded Property being forfeited or otherwise curtailed or (ii) the Chargor may be otherwise prejudiced by action taken by such third party by virtue of the continued subsistence of the floating charge over such Excluded Property, then it shall promptly thereafter execute such documents as shall be necessary to release such Excluded Property from the floating charge created by clause 5 (<i>Floating charge</i>) of the Debenture, provided that the Security Agent (acting reasonably) is satisfied that such release will not prejudice the qualifying floating charge (other than in respect of such Excluded Property) constituted by the Debenture</p> <p>6</p> <p>6 1 Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 4 1 (<i>Fixed charges</i>) of the Debenture (and the further assurance provisions set out in clause 20 (<i>Further assurances</i>) of the Debenture) any Intellectual Property in which the Chargor has an interest pursuant to any licence or other agreement, the terms of which either preclude absolutely the relevant Chargor from creating any security over its interest in such Intellectual Property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "Excluded Intellectual Property Right")</p> <p>6 2 With regard to each Excluded Intellectual Property Right, the relevant Chargor hereby undertakes to use reasonable endeavours to obtain such consent as soon as is reasonably practicable (except where such charge is precluded by the terms of such licence or agreement) following a request from the Security Agent</p> <p>6 3 If any third party whose consent is required under the terms of any licence or other agreement relating to any Excluded Intellectual Property Right to the creation by the Chargor of the floating charge over such Excluded Intellectual Property Right under clause 5 (<i>Floating charge</i>) of the Debenture notifies the Chargor of the resultant breach of such licence or other agreement, then the Chargor shall as soon as reasonably practicable advise the Security Agent of such notification and if the Security Agent, following consultation with the Chargor determines (acting reasonably) that (i) there is a reasonable likelihood of its interest in such Excluded Intellectual Property Right being forfeited or otherwise curtailed or (ii) the Chargor may be otherwise prejudiced by action taken by such third party by virtue of the continued subsistence of the floating charge over such Excluded Intellectual Property Right, then it shall so notify the Security Agent in writing and the Security Agent shall promptly thereafter execute such documents as shall be necessary to release such Excluded Intellectual</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	<p>Property Right from the floating charge created by clause 5 (<i>Floating charge</i>) of the Debenture, provided that the Security Agent (acting reasonably) is satisfied that such release will not prejudice the qualifying floating charge (other than in respect of such Excluded Property) constituted by the Debenture</p> <p>7 The Chargor charges and agrees to charge by way of first floating charge all of its present and future</p> <p>7 1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4 1 (<i>Fixed charges</i>) of the Debenture, clause 4 2 (<i>Security assignments</i>) of the Debenture or any other provision of the Debenture, and</p> <p>7 2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland which are not the subject of a standard security as at the date of the Debenture</p> <p>8</p> <p>8 1 The Chargor shall (and shall procure that each other Chargor will) at its own expense promptly do all such acts or execute all such documents (including assignments, transfers, mortgages charges notices and instructions) as the Security Agent or Receiver may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))</p> <p>8 1 1 to perfect the Security created or intended to be created under or evidenced by the Security Documents (if any) (which may include the execution of a mortgage, charge, transfer conveyance, assignation, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,</p> <p>8 1 2 to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of an Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Security Documents (if any), and/or</p> <p>8 1 3 (after the Security Documents have become enforceable) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents (if any),</p> <p>8 1 4 provided that, in the case of sub-clauses (8 1 1) and (8 1 2) above, any additional Security Documents are on terms no more onerous (in the sole opinion of the Security Agent (acting reasonably)) than the existing Security Documents</p> <p>8 2 The Chargor shall 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 conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents</p> <p>8 3 Without prejudice to the generality of clause 20 1 (<i>Further action</i>) of the Debenture, the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture (including any fixed security arising or intended to arise pursuant to clause 6 (<i>Conversion of floating charge</i>) of the Debenture) in a form which is consistent with and on terms no more onerous than, the provisions of the Debenture</p> <p>9 The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst a Termination Event is continuing or enforcement of the Debenture Security has occurred which the Chargor is obliged to take under the Debenture, including under clause 20 (<i>Further assurances</i>) of the Debenture The Chargor ratifies and confirms whatever any attorney does</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

or purports to do pursuant to its appointment under this clause

10 No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent

10 1 create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Debenture and except any Permitted Security or Permitted Disposal or

10 2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)

Definitions

Additional Client Any company which accedes the Receivables Finance Facility Agreement as a Client pursuant to the terms of that document

Additional Guarantor: Any company which accedes to the Receivables Finance Facility Agreement as a Guarantor pursuant to the terms of that document

Additional Participant as defined in the Receivables Finance Facility Agreement

Applicable Rate For Sterling, The Royal Bank of Scotland plc's base rate from time to time, and, for other Approved Currencies, the Receivable Purchaser's cost of funds from time to time

Approved Currencies Sterling and Euro

Arrangers (i) RBS Invoice Finance Limited, (ii) HSBC Invoice Finance (UK) Limited and (iii) Barclays Bank PLC

Assigned Assets the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Debenture

Authorisations An authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

Charged Property All of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Security Documents

Charged Securities:

(a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Debenture, and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time,

Chargor

(a) the Original Chargors, and

(b) any other company which accedes to the Debenture pursuant to an Accession Deed.

Client Any Original Client or any Additional Client

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Short particulars

Default Rate means the rate which is one per cent per annum over the Applicable Rate

Delegate Any delegate, agent, attorney or co-trustee appointed by the Receivables Purchaser or the Security Agent

Euro. The lawful currency of the European Union

Finance Document means each "Finance Document" as such term is defined in the Receivables Finance Facility Agreement,

Finance Party An ID Provider the Security Agent or an Arranger

Guarantor Any Original Guarantor or any Additional Guarantor, which in each case has not ceased to be a Guarantor in accordance with the terms of the Debenture

ID Provider The Receivables Purchaser or a Participant

Insurances all policies of insurance (and all cover notes but excluding policies of insurance which relate to liabilities to third parties) which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in the Debenture

Intellectual Property all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to

(a) any patents, trade marks, service marks, designs utility models, trade names, copyrights database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist) whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in the Debenture)

Non-Vesting Domestic Debts any Debt (other than an Export Debt) purportedly assigned to the Receivables Purchaser pursuant to the Receivables Finance Facility Agreement but which does not, for any reason, vest absolutely and effectively in the Receivables Purchaser,

Obligor A Client or a Guarantor

Original Chargers (i) Finlay Flowers UK Limited, (ii) Finlays Fresh Produce UK Limited and (iii) Finlay Beverages Limited

Original Client: (i) Finlay Flowers UK Limited, (ii) Finlays Fresh Produce UK Limited and (iii) Finlay Beverages Limited

Original Guarantor: (i) Finlay Flowers UK Limited, (ii) Finlays Fresh Produce UK Limited, (iii) Finlay Beverages Limited, (iv) James Finlay Limited, (v) Finlays Horticulture Holdings Limited, (vi) Finlay Extracts Limited, (vii) Finlay Hull Limited, (viii) Finlay Tea Solutions UK Limited, (ix) James Finlay International Holdings Limited, (x) P R Buchanan & Co Limited and (xi) James Finlay Corporation Limited

Original Participant (i) HSBC Invoice Finance (UK) Limited and (ii) Barclays Bank plc

Participant Any Original Participant or an Additional Participant, which in each case has not ceased to be a Participant in accordance with the terms of the Debenture

Participation: The participation in the funding of the Facility in respect of each Original Participant or otherwise accepted by a Participant in accordance with Clause 31 (Participation) of the Receivables Finance Facility Agreement or transferred to a Participant in accordance with Clause 32 (Changes to the ID Providers) of the Receivables Finance Facility

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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>Agreement</p> <p>Permitted Security</p> <p>(a) Without prejudice to Clause 26.1 of the Receivable Finance Facility Agreement (<i>Debt Specific Warnings</i>), any lien or right of set-off arising by operation of law or contract having a similar effect and in the ordinary course of trading and which secures indebtedness which is not more than 90 days overdue,</p> <p>(b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility (as defined in the Revolving Facility Agreement) which is an overdraft comprising more than one account) but only so long as</p> <p style="padding-left: 40px;">(i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are Non-Obligors</p> <p style="padding-left: 40px;">(ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are Non-Obligors, and</p> <p style="padding-left: 40px;">(iii) the netting or set-off does not extend to any Debt or its proceeds</p> <p>except, in the case of (i) and (ii) above, to the extent such netting, set-off or Security relates to, or is granted in support of, a loan permitted pursuant to paragraph (h) of the definition of Permitted Loan,</p> <p>(c) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a member of the Group which constitutes Permitted Financial Indebtedness, excluding any Security or Quasi-Security under a credit support arrangement, provided that the netting or set-off does not extend to any Debt or its proceeds,</p> <p>(d) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the date of the Debenture if</p> <p style="padding-left: 40px;">(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group,</p> <p style="padding-left: 40px;">(ii) the principal amount secured has not been increased (save by the capitalisation of already accrued interest) in contemplation of or since the acquisition of that asset by a member of the Group, and</p> <p style="padding-left: 40px;">(iii) the Security or Quasi-Security is removed or discharged within 90 days of the date of acquisition of such asset,</p> <p>(e) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the date of the Debenture where the Security or Quasi-Security is created before the date on which that company becomes a member of the Group if</p> <p style="padding-left: 40px;">(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company,</p> <p style="padding-left: 40px;">(ii) the principal amount secured has not been increased (save by the capitalisation of already accrued interest) in contemplation of or since the acquisition of that company, and</p> <p style="padding-left: 40px;">(iii) the Security or Quasi-Security is removed or discharged within 90 days of the date of that company becoming a member of the Group,</p> <p>(f) without prejudice to Clause 26.1 (<i>Debt specific warranties</i>) of the Receivables Finance Facility Agreement, any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and substantially on the supplier's standard or usual terms and which relates to indebtedness which is no more than 90</p>

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Short particulars

days overdue,

- (g) any Security listed in part 1 of schedule 13 (*Permitted Security*) of the Revolving Facility Agreement,
- (h) without prejudice to Clause 26.1 of the Receivable Finance Facility Agreement (*Debt Specific Warnings*) any Security over goods or documents of title to goods arising in the ordinary course of letter of credit transactions entered into by a member of the Group in the ordinary course of trading,
- (i) any Security over cash deposited with a court arising in respect of any judgment, award, or order for any Taxes of the Group in respect of which an appeal or proceedings for remedies are being diligently pursued by the relevant member of the Group up to a maximum aggregate amount of £500,000 or its currency equivalent at any time,
- (j) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal or
- (k) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (g) of the definition of **Permitted Financial Indebtedness**,
- (l) any Security or Quasi-Security arising under or entered in connection with any Finance Document,
- (m) any Security arising under a rent deposit deed entered into on arm's length terms (which terms shall include that the amount so secured is no more than is commercially reasonable in the context of the relevant lease obligations) and in the ordinary course of business of the relevant member of the Group securing the obligations of a member of the Group in relation to a property leased to a member of the Group
- (n) any Security entered into, under or in connection with the Existing Facilities Agreements provided that such Security (other than Security granted in favour of the Receivables Purchaser) is released and discharged in full on or prior to the earlier of the first Utilisation Date and the date falling 30 days after the date of the Debenture, and
- (o) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (n) above) does not exceed £2,500,000 (or its equivalent in other currencies),

provided always that save for Transaction Security, no such Security or Quasi-Security extends to Debts or their proceeds, Sale Contracts, Remittances or Nominated Accounts (or monies standing to the credit thereof)

Rack Rent Leases: all leasehold property held by the Chargor, and all future leasehold property acquired by the Chargor after the date of the Debenture, in each case under a lease granted at a rack rent for a term of less than 25 years or which has a term of less than 25 years to run,

Real Property all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in the Debenture, together with

- (a) all buildings and fixtures (including trade fixtures but excluding any fixtures which a tenant would be entitled to remove from any such property at the expiration of any occupational lease or sooner) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

Receivables Finance Facility Agreement the receivables finance facility agreement dated 4 November 2011 and made between (1) RBS Invoice Finance Limited as Receivables Purchaser, (2) the Companies listed in part 1 of schedule 8 to it as the Original Client, (3) the Companies listed in part 2 of schedule 8 to it as Original Guarantors, (4) RBS Invoice Finance Limited, HSBC Invoice Finance (UK) Limited and Barclays Bank plc as Arrangers, (5) RBS Invoice Finance Limited as Security Agent, (6) the Financial Institutions listed in part 3 of schedule 8 to it as the Original Participants and

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 358 1043 389">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 456 925 488">(7) RBS Invoice Finance Limited as the Existing ID Provider,</p> <p data-bbox="325 515 1503 595">Receivables Purchaser means RBS Invoice Finance Limited as the receivables purchaser under the Receivables Finance Facility Agreement, or such other person who may be appointed as receivables purchaser under and in accordance with the terms of the Receivables Finance Facility Agreement,</p> <p data-bbox="325 627 1487 658">Receiver A receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p> <p data-bbox="325 685 1279 716">Related Rights: has the meaning given to that term in the Receivables Finance Facility Agreement,</p> <p data-bbox="325 743 1503 824">Revolving Facility Agreement. The multicurrency revolving facility agreement dated 20 October 2011 and entered into between, among others, James Finlay Limited and The Royal Bank of Scotland plc, HSBC Bank plc and Barclays Corporate (each in its various capacities)</p> <p data-bbox="325 855 919 887">Secured Party: A Finance Party or any Receiver or Delegate</p> <p data-bbox="325 913 1503 967">Security: Any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p data-bbox="325 999 782 1030">Security Agent RBS Invoice Finance Limited</p> <p data-bbox="325 1057 1503 1111">Security Assets all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture</p> <p data-bbox="325 1142 1503 1223">Security Documents Each of the documents specified in the Debenture together with any other document entered into by an Obligor creating or expressed to create any Security in favour of the Receivables Purchaser or the Security Agent in relation to the obligations of all or any of the Clients under any Finance Document</p> <p data-bbox="325 1254 845 1285">Sterling. The lawful currency of the United Kingdom</p> <p data-bbox="325 1312 1315 1344">Termination Event: has the meaning given to that term in the Receivables Finance Facility Agreement</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 47601
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 NOVEMBER
2011 AND CREATED BY FINLAY BEVERAGES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH PRESENT OR FUTURE OBLIGOR TO RBS INVOICE
FINANCE LIMITED (SECURITY AGENT) AND/OR THE OTHER
SECURED PARTIES (OR ANY OF THEM) 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 18 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 NOVEMBER
2011

