

# MG01

## Particulars of a mortgage or charge

228 893 / 13



### 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  
form MG01s

MONDAY



LD4 \*L7B1MUDX\* 48  
23/05/2011  
COMPANIES HOUSE

### 1 Company details

Company number 06021492  
Company name in full Refresco Holdings GB Limited

3 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 d6 m0 m5 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 dated 16 May 2011 between Refresco Holdings GB Limited  
("Refresco Holdings"), Histogram Holdings Limited ("Histogram Holdings"),  
Refresco Limited ("Refresco"), and Deutsche Bank AG, London Branch (the  
"Security Agent").

### 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 any member of the Group and by each  
Debtor to any Secured Party under the Debt  
Documents, both actual and contingent and whether  
incurred solely or jointly and as principal or  
surety or in any other capacity except for any  
obligation or liability which, if it were so  
included, would result in the Debenture  
contravening any law (including section 678 or 679  
of the Companies Act 2006) (the "Secured  
Obligations")

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

# MG01

## 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 Deutsche Bank AG, London Branch

Address Winchester House, 1 Great Winchester Street

London, United Kingdom

Postcode E C 2 N 2 D B

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 Please see Schedule 1.

# MG01

## Particulars of a mortgage or charge

### 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 White & Case LLP

X

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

# MG01

## 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 Ben Wilkinson

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 020 7532 1276



### 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**

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included the original deed with this form
- ☒ [X] You have entered the date the charge was created
- ☒ [X] You have supplied the description of the instrument
- ☒ [X] You have given details of the amount secured by the mortgagee or chargee
- ☒ [X] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [X] You have entered the short particulars of all the property mortgaged or charged
- ☒ [X] You have signed the form
- ☒ [X] 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## 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

#### Schedule 1

#### Short particulars of all property mortgaged or charged

#### 1 FIXED CHARGES

The Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement:

- (a) by way of first legal mortgage, all of the Real Property (if any) specified in Part 1 of Schedule 1 (*Real Property*) of the Debenture and all other Real Property now vested in the Company;
- (b) by way of first fixed charge, all the Company's present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 2 (*Assignments*) below or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):
  - (1) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licenses) vested in, or acquired by, it,
  - (11) to the extent not effectively charged pursuant to paragraph (a) or (1) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock-in-trade or work in progress) owned by the Company or (to the extent of such interest) in which the Company has an interest and the benefit of all contracts and warranties relating to the same,
  - (111) all Charged Accounts,
  - (1v) all Investments and all Related Rights;
  - (v) the Insurances and all Related Rights,
  - (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b)) the Material Contracts and all Related Rights,

# MG01 - continuation page

## Particulars of a mortgage or charge

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Short particulars	<p>(v11) any pension fund (to the extent permitted as a matter of law);</p> <p>(v111) all Authorisations (statutory or otherwise) held in connection with the business of the Company or the use of any asset of the Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same,</p> <p>(1x) all goodwill and uncalled capital of the Company, and</p> <p>(x) all of the Registered Intellectual Property Rights (if any) specified in Part 2 of Schedule 1 (<i>Registered Intellectual Property Rights</i>) of the Debenture and all other Registered Intellectual Property Rights of the Company.</p> <p><b>2. ASSIGNMENTS</b></p> <p><b>2.1 Assignments</b></p> <p>Subject to Clause 2.2 (<i>Non-Assignable Rights</i>) below, the Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement all its present and future right, title and interest in and to and the benefit of</p> <p>(a) the Insurances and all Related Rights;</p> <p>(b) all Assigned Accounts;</p> <p>(c) all the Material Contracts and all Related Rights, and</p> <p>(d) to the extent not charged under the provisions of paragraph (a)(x) of Clause 1 (<i>Fixed Charges</i>) above, all Intellectual Property Rights.</p> <p><b>2 2 Non-Assignable Rights</b></p> <p>The Company declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in Clause 2.1 (<i>Assignments</i>) above cannot be or is not effectively assigned pursuant to Clause 2 1 for whatever reason, the Company shall</p> <p>(a) upon becoming aware of that fact promptly notify the Security Agent of the same and the reasons therefor,</p>

# MG01 - continuation page

## 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

(b) hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Obligations; and

(c) subject to the Agreed Security Principles, take such steps as the Security Agent acting reasonably may require to remove such impediment to an assignment provided that the Company determines in good faith that such endeavours will not have a material adverse affect on commercial relationships with third parties

#### 3. FLOATING CHARGE

##### 3 1 Creation of Floating Charge

(a) The Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 1 (*Fixed Charges*) above or effectively assigned pursuant to Clause 2 (*Assignments*) above.

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.

##### 3 2 Conversion of Floating Charge

(a) The Security Agent may, by notice to the Company, convert the floating charge created under the Debenture with immediate effect into a fixed charge if

(i) an Enforcement Event has occurred and is continuing, or

(ii) the Security Agent in good faith considers any of the Secured Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy which would be reasonably likely to give rise to an Event of Default,

and such fixed charge shall apply to all assets the subject of the floating charge unless and to the extent that such notice otherwise specifies

(b) The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur

# MG01 - continuation page

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Short particulars	<p>under general law) automatically be converted into a fixed charge (without notice) as regards all the assets subject to the floating charge at such time.</p> <p>(1) upon the convening of a meeting of the members of the Company to consider a resolution to wind up the Company,</p> <p>(11) upon the presentation of a petition to wind up the Company or the presentation or making of an application for a warrant of execution, a writ of <i>fieri facias</i> or a third party debt order or charging order in respect of any of the Secured Assets the subject of the floating charge under the Debenture and which would be reasonably likely to give rise to an Event of Default;</p> <p>(111) upon the issue and notice of distraint by HM Revenue and Customs or other competent authority; or</p> <p>(1v) if the Company fails to comply with its covenant in Clause 5 (<i>Negative Pledge</i>) below,</p> <p>provided that nothing in the Debenture shall cause the floating charge to crystallise by reason of the Company obtaining or of anything being done with a view to the Company obtaining a moratorium under Section 1A of and Schedule A1 to the Insolvency Act 1986</p> <p>(c) The giving of notice by the Security Agent pursuant to paragraph (a) above in relation to any of the Secured Assets shall not be construed as a waiver or abandonment of the right of the Security Agent to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Secured Parties (or any of them) under any Debt Document.</p> <p><b>4 CONTINUING SECURITY</b></p> <p><b>4 1 Continuing and Independent Security</b></p> <p>The Security shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Agent or any other Secured Creditor may hold at any time for the Secured Obligations or any of them</p>



# MG01 - continuation page

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#### Short particulars

#### 4 2 New Accounts

If the Security Agent receives notice of any Security created or arising after the date of the Debenture in respect of the Secured Assets or any of them or makes demand of the Company for payment of any or all of the Secured Obligations

- (a) the Security Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand), and
- (b) thereafter any amounts paid to the Security Agent in respect of the Secured Obligations, or realised or recovered by the Security Agent under the Debenture, shall be credited to a new account (or be treated as having been so credited) and not applied (or be treated as having been applied) in or towards payment of all or any of the Secured Obligations

#### 4 3 Avoidance of Payments

Where any release, discharge or other arrangement in respect of any Secured Obligation or any security the Security Agent may hold for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Security Agent has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, the Debenture and the Security shall continue as if such release, discharge or other arrangement had not been given or made

#### 4.4 Immediate Recourse

Neither the Security Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it by the Debenture or by law to seek to recover amounts due from the Company or to exercise or enforce any other rights or security it may have or hold in respect of the Secured Obligations or any of them.

#### 4 5 Waiver of Defences

Neither the obligations of the Company under the Debenture, nor the Security and the rights, powers and remedies conferred on the Security Agent by the Debenture or by law shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any

# MG01 - continuation page

## Particulars of a mortgage or charge

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Short particulars	<p>change in the status, function, control or ownership of the Borrower or any such person;</p> <p>(b) any of the Secured Obligations or any other security held by the Security Agent or any other Secured Creditor in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;</p> <p>(c) any time or other indulgence being granted or agreed to or with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Security Agent or any other Secured Creditor in respect thereof;</p> <p>(d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Security Agent or any other Secured Creditor in respect thereof,</p> <p>(e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them,</p> <p>(f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Security Agent or any other Secured Creditor in respect of the Secured Obligations or any of them; or</p> <p>(g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Company under the Debenture, the Security or any of the rights, powers and remedies conferred on the Security Agent by the Debenture or by law</p> <p><b>4.6 No Competition</b></p> <p>Any right which the Company may have by way of subrogation, contribution or indemnity in relation to the Secured Obligations, or otherwise to claim or prove as a creditor of the Borrower or any other person or its estate in competition with the Security Agent or any other Secured Creditor, shall be exercised by the Company only if and to the extent that the Security Agent so requires and in such manner and upon such terms as the Security Agent may specify and the Company shall hold any moneys, rights or security held or received by it as a result of the exercise of any such rights on trust for the Security Agent for application in accordance with the terms of the Debenture as if such moneys, rights or security were held or received by the Security Agent under the Debenture</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>4 7 Appropriation</b></p> <p>Neither the Security Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Security Agent for application pursuant to the terms of the Debenture provided that any such sum may be credited to a suspense or impersonal account and held in such account pending the application from time to time of such sums in or towards discharge of the Secured Obligations</p> <p><b>5 NEGATIVE PLEDGE AND DISPOSALS</b></p> <p>The Company will not:</p> <p>(a) create or permit to subsist any Security over all or any of its present or future assets other than:</p> <p>(1) Security constituted by or created pursuant to any of the Debt Documents; and</p> <p>(11) other Security which is not prohibited under the terms of the Debt Documents;</p> <p>(b) dispose of any of its assets except to the extent and in the manner which is not prohibited by the Debt Documents</p> <p><b>6 FURTHER ASSURANCE</b></p> <p>(a) Subject to the Agreed Security Principles, the Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent 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>(1) to perfect the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Debenture) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Debenture or by law, and/or</p> <p>(11) to confer on the Security Agent or any Receiver or Delegate, Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture; and/or</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

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Short particulars	<p>(111) following the occurrence of an Enforcement Event, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture</p> <p>(b) Subject to the Agreed Security Principles, the Company 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 by or pursuant to the Debenture</p> <p>(c) The obligations of the Company under this Clause 6 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994</p> <p><b>Schedule 2</b></p> <p><b>Definitions</b></p> <p>"Accession Deed" means a document substantially in the form set out in Schedule 7 (<i>Form of Accession Deed</i>) of the Original Revolving Facility Agreement.</p> <p>"Account" means any account now or in the future opened or maintained by the Company with a bank or other financial institution (and any replacement account or subdivision or subaccount of that account), all amounts from time to time standing to the credit of, or accrued or accruing on, such account and all Related Rights.</p> <p>"Accounting Principles" means</p> <p>(a) IFRS, and</p> <p>(b) for the purposes of the preparation of management accounts (whether consolidated or unconsolidated) of any member of the Group such accounting principles, standards and practices as are (1) consistent with IFRS and (11) applied to the extent appropriate in the context of preparation of management accounts prepared in accordance with good accounting practice and, in the case of monthly financial statements, normal year end adjustments were not made,</p> <p>in each case consistently applied but subject to the adjustment provisions in Clause 25.3 (<i>Requirements as to financial statements</i>) of the Original Revolving Facility Agreement.</p> <p>"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 31 (<i>Changes to the Obligors</i>) of the Original Revolving Facility Agreement</p>

# MG01 - continuation page

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Short particulars	<p>"Additional Fixed Rate Notes" means any additional 7½% Senior Secured Notes due 2018 issued under the terms of the Indenture after the Issue Date.</p> <p>"Additional Floating Rate Notes" means any additional senior secured floating rate notes due 2018 issued by the Issuer under the terms of the Indenture after the Issue Date</p> <p>"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 31 (<i>Changes to the Obligors</i>) of the Original Revolving Facility Agreement</p> <p>"Additional Notes" means any Additional Fixed Rate Notes and any Additional Floating Rate Notes</p> <p>"Additional Senior Secured Creditors" means any Additional Senior Secured Trustee and any creditor in respect of Additional Senior Secured Liabilities arising pursuant to or in connection with any Additional Senior Secured Debt Instrument.</p> <p>"Additional Senior Secured Debt Instrument" means any credit agreement, loan, indenture, trust deed or other instrument constituting or evidencing any Additional Senior Secured Liabilities.</p> <p>"Additional Senior Secured Liabilities" means the Liabilities that the members of the Group and any other grantor of Transaction Security are permitted to incur in respect of any Senior Secured Notes (other than the Original Senior Secured Notes) or any Financial Indebtedness made available in accordance with Clause 8 (<i>New Money and Refinancing</i>) of the Intercreditor Agreement pursuant to and in addition to the Senior Secured Liabilities arising in respect of the Original Senior Secured Notes and which may share or have the same priority and payment ranking as the Senior Secured Liabilities arising in respect of the Original Senior Secured Notes in accordance with the Debt Documents.</p> <p>"Additional Senior Secured Trustee" means any agent or trustee acting on behalf of any creditor in respect of any Additional Senior Secured Liabilities arising pursuant to or in connection with any Additional Senior Secured Debt Instrument</p> <p>"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p>"Agent" means Cooperatieve Centrale Raiffeisen-Boerenleenbank B A</p> <p>"Agreed Security Principles" means the principles set out in Schedule 14 (<i>Agreed Security Principles</i>) of the Original Revolving Facility Agreement.</p> <p>"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility</p>	

# MG01 - continuation page

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Short particulars	<p>"<b>Ancillary Facility</b>" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (<i>Ancillary Facilities</i>) of the Original Revolving Facility Agreement</p> <p>"<b>Ancillary Lender</b>" means each Revolving Lender (or Affiliate of a Revolving Lender) which makes an Ancillary Facility available pursuant to the terms of any Revolving Facility Agreement</p> <p>"<b>Arranger</b>" means whether acting individually or together, ABN Amro Bank N.V , Cooperatieve Centrale Raiffeisenboerenleenbank B.A , Credit Suisse International, Deutsche Bank AG, London Branch, Fortis Bank NV/SA, ING Bank N.V and Société Générale, London Branch as mandated lead arrangers</p> <p>"<b>Asset Sale</b>" means</p> <p>(1) the sale, lease, conveyance or other disposition of any assets by the Issuer or any of its Restricted Subsidiaries; provided that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the Indenture set forth in Section 4.16 and/or 4.19 and not by the provisions set forth in Section 4.12; and</p> <p>(2) the issuance of Equity Interests by any Restricted Subsidiary or the sale by the Issuer or any of its Restricted Subsidiaries of Equity Interests in any of the Issuer's Subsidiaries (in each case, other than directors' qualifying shares).</p> <p>Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale</p> <p>(1) any single transaction or series of related transactions that involves assets or Equity Interests having a Fair Market Value of less than €5 0 million,</p> <p>(2) a transfer of assets or Equity Interests between or among the Issuer and any Restricted Subsidiary,</p> <p>(3) an issuance of Equity Interests by a Restricted Subsidiary to the Issuer or to a Restricted Subsidiary,</p> <p>(4) the sale, lease or other transfer of products, services, equipment, accounts receivable, inventory, trading stock and other assets (including any real or personal property) in the ordinary course of business (including the abandonment or other disposition of intellectual property that is, in the reasonable judgment of the Issuer, no longer economically practicable to maintain or useful in the conduct of the business of the Issuer and its Restricted Subsidiaries taken as a whole),</p>

# MG01 - continuation page

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(5) licenses and sublicenses by the Issuer or any of its Restricted Subsidiaries of software or intellectual property in the ordinary course of business;</p> <p>(6) any surrender or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business,</p> <p>(7) the granting of Liens not prohibited by Section 4.9 of the Indenture;</p> <p>(8) the sale or other disposition of cash or Cash Equivalents;</p> <p>(9) a Restricted Payment that does not violate Section 4.4 of the Indenture, a Permitted Investment or any transaction specifically excluded from the definition of "Restricted Payment",</p> <p>(10) the disposition of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;</p> <p>(11) the foreclosure, condemnation or any similar action with respect to any property or other assets or a surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind,</p> <p>(12) the disposition of assets to a Person who is providing services (the provision of which have been or are to be outsourced by the Issuer or any Restricted Subsidiary to such Person) related to such assets;</p> <p>(13) any sale or other disposition of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;</p> <p>(14) any exchange of assets (including a combination of assets and Cash Equivalents) for assets related to a Permitted Business of comparable or greater market value or usefulness to the business of the Issuer and its Restricted Subsidiaries as a whole, as determined in good faith by the Issuer,</p> <p>(15) a disposition that is made in connection with the establishment of a joint venture which is a Permitted Investment or sales, transfers and other dispositions of investments in joint ventures to the extent required by or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding agreements; and</p> <p>(16) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Issuer or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed</p>

# MG01 - continuation page

## 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>in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition.</p> <p><b>"Assigned Account"</b> means</p> <p>(a) each Account identified in Part 5 of Schedule 1 (Assigned Accounts) of the Debenture, and</p> <p>(b) any other Account designated in writing as an Assigned Account by the Security Agent</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p><b>"Beneficial Owner"</b> has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the U S Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the U.S Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning</p> <p><b>"Board of Directors"</b> means:</p> <p>(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;</p> <p>(2) with respect to a partnership, the board of directors of the general partner of the partnership;</p> <p>(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof, and</p> <p>(4) with respect to any other Person, the board or committee of such Person serving a similar function.</p> <p><b>"Borrower"</b> means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (Changes to the Obligors) of the Original Revolving Facility Agreement.</p> <p><b>"Business Day"</b> means a day other than a Saturday, Sunday or other day on which banking institutions in London, Amsterdam or New York or a place of payment under the Indenture are authorized or required by law to close.</p> <p><b>"Capital Lease Obligation"</b> means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance</p>



# MG01 - continuation page

## 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

sheet (excluding the footnotes thereto) prepared in accordance with IFRS, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty

"Capital Stock" means:

(1) in the case of a corporation, corporate stock,

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock

"Cash Equivalents" means:

(1) direct obligations (or certificates representing an interest in such obligations) issued by, or unconditionally guaranteed by, the government of a member state of the Pre-Expansion European Union, the United States of America, Switzerland or Canada (including, in each case, any agency or instrumentality thereof), as the case may be, the payment of which is backed by the full faith and credit of the relevant member state of the European Union or the United States of America, Switzerland, Canada or Japan, as the case may be, and which are not callable or redeemable at the Issuer's option;

(2) overnight bank deposits, time deposit accounts, certificates of deposit, banker's acceptances and money market deposits with maturities (and similar instruments) of 12 months or less from the date of acquisition issued by a bank or trust company which is organized under, or authorized to operate as a bank or trust company under, the laws of a member state of the Pre-Expansion European Union or of the United States of America or any state thereof, Switzerland, Canada or Japan, provided that such bank or trust company has capital, surplus and undivided profits aggregating in excess of €250 million (or the foreign currency equivalent thereof as of the date of such investment) and whose longterm debt is rated "A-2" or higher by Moody's or A or higher by S&P or the equivalent rating category of another internationally recognized rating agency, as of the date of the investment;

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>(3) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (1) and (2) above entered into with any financial institution meeting the qualifications specified in clause (2) above,</p> <p>(4) commercial paper having one of the two highest ratings obtainable from Moody's or S&amp;P on the date of the investment and, in each case, maturing within one year after the date of acquisition; and</p> <p>(5) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (4) of this definition.</p> <p><b>"Change of Control"</b> means the occurrence of any of the following</p> <p>(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Issuer and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the U S Exchange Act)) other than one or more Permitted Holders,</p> <p>(2) the adoption of a plan relating to the liquidation or dissolution of the Issuer,</p> <p>(3) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any Person (including any "person" as defined above) other than one or more Permitted Holders becomes the Beneficial Owner, directly or indirectly, of more than 50% of the issued and outstanding Voting Stock of the Issuer measured by voting power rather than number of shares; or</p> <p>(4) during any period of two consecutive years, individuals who at the beginning of such period constituted the majority of the shareholder representatives on the Board of Directors of the Issuer (together with any new directors whose election by the majority of the shareholder representatives on such Board of Directors of the Issuer as applicable, or whose nomination for election by shareholders of the Issuer, as applicable, was approved by a vote of the majority of the shareholder representatives on the Board of Directors of the Issuer, as applicable, then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) ceased for any reason to constitute the majority of the shareholder representatives on the Board of Directors of the Issuer, as applicable, then in office</p> <p><b>"Change of Control Offer"</b> shall have the meaning set forth in Section 4.16 of the Indenture</p> <p><b>"Change of Control Trigger Event"</b> means the occurrence on any date within the 90-day period following the occurrence of an event</p>

# MG01 - continuation page

## 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

specified in the definition of "Change of Control" of any of the following events

(1) Any Rating Agency shall issue or confirm ratings on the Notes which ratings are at least one notch below the rating of the Notes issued by such Rating Agency as of the Issue Date, or

(2) Any Rating Agency shall withdraw its ratings of the Notes or the Notes are otherwise for any reason no longer rated by any Rating Agency at the end of such 90 day period

"Charged Accounts" means

- (a) each Collateral Account;
- (b) each Account maintained by the Company with the Security Agent identified in Part 6 of Schedule 1 (*Charged Accounts*) of the Debenture, and
- (c) any other material Account maintained by the Company with the Security Agent designated in writing as a Charged Account by the Security Agent

"Closing" means the time when the Original Senior Secured Notes are issued in accordance with the terms of the Senior Secured Notes Documents, and the Agent notifies the Parent and the Lenders as required under Clause 4.1 (*Initial conditions precedent*) of the Original Revolving Facility Agreement

"Closing Date" means the date on which Closing occurs

"Collateral Account" means any Account that may from time to time be opened by the Company with the Security Agent pursuant to paragraph (c) of Clause 9.1 (*Accounts General*) of the Debenture for the purposes of Clause 9.4 of the Debenture

"Company" means each of Refresco Holdings, Histogram Holdings, and Refresco.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Original Revolving Facility Agreement

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing in any manner, whether directly or indirectly, any operating lease, dividend or other obligation that, in each case, does not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor"), including any obligation of such Person, whether or not contingent

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

MG01 - continuation page  
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>(2) to advance or supply funds:</p> <p>(a) for the purchase or payment of any such primary obligation, or</p> <p>(b) to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or</p> <p>(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof</p> <p>"Credit Facilities" means, one or more debt facilities, instruments or arrangements incurred by the Issuer or any Restricted Subsidiary or any Finance Subsidiary (including the Revolving Credit Facility Agreement or commercial paper facilities and overdraft facilities) or commercial paper facilities or indentures or trust deeds or note purchase agreements, in each case, with banks, other institutions, funds or investors, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), letters of credit, bonds, notes debentures or other corporate debt instruments or other Indebtedness, in each case, as amended, restated, modified, renewed, refunded, replaced, restructured, refinanced, repaid, increased or extended in whole or in part from time to time (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or trustees or other banks or institutions and whether provided under the Revolving Credit Facility Agreement or one or more other credit or other agreements, indentures, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including any notes and letters of credit issued pursuant thereto and any guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other guarantees, pledges, agreements, security agreements and collateral documents) Without limiting the generality of the foregoing, the term "Credit Facilities" shall include any agreement or instrument (1) changing the maturity of any Indebtedness incurred thereunder or contemplated thereby, (2) adding Subsidiaries of the Issuer as additional borrowers, issuers or guarantors thereunder, (3) increasing the amount of Indebtedness incurred thereunder or available to be borrowed thereunder or (4) otherwise altering the terms and conditions thereof.</p> <p>"Creditors" means the Revolving Creditors, the Senior Secured Creditors, the Hedge Counterparties and the Intra-Group Lenders.</p> <p>"Currency Exchange Protection Agreement" means, in respect of any Person, any foreign exchange contract, currency swap agreement, currency option, cap, floor, ceiling or collar or agreement or other similar agreement or arrangement designed to protect such Person</p>

# MG01 - continuation page

## 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>against fluctuations in currency exchange rates as to which such Person is a party.</p> <p><b>"Debt Document"</b> means each of the Intercreditor Agreement, the Hedging Agreements, the Revolving Facility Documents, the Senior Secured Documents, the Security Documents and any other documents designated as such by the Security Agent and the Parent</p> <p><b>"Debtor"</b> means the Original Debtors and any person which becomes a Party as a Debtor in accordance with the terms of Clause 17 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p><b>"Delegate"</b> means any delegate, agent, attorney or co trustee appointed by the Security Agent.</p> <p><b>"Disqualified Stock"</b> means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the six-month anniversary of the date that the Notes mature Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the issuer thereof to repurchase such Capital Stock upon the occurrence of a Change of Control Trigger Event or an Asset Sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the issuer thereof may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with Section 4.4 of the Indenture For purposes hereof, the amount of Disqualified Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the Fair Market Value of such Disqualified Stock, such Fair Market Value to be determined as set forth herein.</p> <p><b>"Enforcement Event"</b> means the time at which an Enforcement Notice has been given by the Agent in accordance with the terms of the Facility Agreement, or a Senior Secured Trustee takes equivalent action under the Senior Secured Documents</p> <p><b>"Enforcement Notice"</b> means the giving of a notice by the Agent under clause 28.17 (<i>Acceleration</i>) of the Facility Agreement</p> <p><b>"Equity Interests"</b> means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock)</p> <p><b>"Equity Investors"</b> means (1) each of Stodir hf., 3i Group plc, Kaupthing Bank hf, Vifillifell hf. and Okil Holding B V and their</p>	

# MG01 - continuation page

## 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>respective Affiliates or any trust, fund, company or partnership owned, managed or advised by any of them or of which any of them is the general partner or any limited partner of any such trust, fund, company or partnership, but excluding, however, any portfolio operating companies of any of the foregoing, and (11) senior management of the Issuer or its businesses participating through a management equity program.</p> <p><b>"Event of Default"</b> means any event or circumstance specified as such in Clause 28 (<i>Events of Default</i>) of the Original Revolving Facility Agreement.</p> <p><b>"Facility Agreement"</b> means the senior revolving facility agreement dated on or about the date of the Debenture and made between, among others, Refresco Group B.V. as Parent, Cooperatieve Centrale Raiffeissen-Boerenleenbank. B.A. as agent, the Security Agent and the financial and other institutions party thereto as lenders</p> <p><b>"Fair Market Value"</b> means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress of either party, determined in good faith by the Issuer's Chief Executive Officer, Chief Financial Officer or responsible accounting or financial officer of the Issuer (it being understood that the discounted value of any Securitization Assets (or related assets) sold, conveyed or transferred in connection with any Qualified Securitization Financing may constitute "Fair Market Value" if such discount is on customary terms for comparable financings as determined in good faith by the Issuer's Chief Executive Officer, Chief Financial Officer or responsible accounting or financial officer of the Issuer)</p> <p><b>"Fee Letter"</b> means:</p> <p>(a) any letter or letters dated on or about the date of the Original Revolving Facility Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 17 (<i>Fees</i>) of the Original Revolving Facility Agreement, and</p> <p>(b) any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2.2 (<i>Increase</i>), Clause 17.5 (<i>Fees payable in respect of Letters of Credit</i>) or Clause 17.6 (<i>Interest, Commission and fees on Ancillary Facilities</i>) of the Original Revolving Facility Agreement or under any other Finance Document</p> <p><b>"Finance Document"</b> means the Original Revolving Facility Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request, any TEG Letter and any other document designated as a "Finance Document" by the Agent and the Parent provided that where the term "Finance Document" is used in, and construed for the purposes of, the Original Revolving Facility</p>

# MG01 - continuation page

## 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 or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of.</p> <p>(a) paragraph (a) of the definition of "Permitted Transaction" of the Original Revolving Facility Agreement,</p> <p>(b) the definition of "Material Adverse Effect" of the Original Revolving Facility Agreement;</p> <p>(c) the definition of "Transaction Document" of the Original Revolving Facility Agreement;</p> <p>(d) the definition of "Transaction Security Document" of the Original Revolving Facility Agreement,</p> <p>(e) paragraph (a)(iv) of Clause 1.2 (Construction) of the Original Revolving Facility Agreement,</p> <p>(f) Clause 23 (Guarantee and indemnity) of the Original Revolving Facility Agreement, and</p> <p>(g) Clause 28 (Events of Default) of the Original Revolving Facility Agreement (other than paragraph (b) of Clause 28 14 (Repudiation and rescission of agreements) and Clause 28 17 (Acceleration) of the Original Revolving Facility Agreement).</p> <p>"Finance Lease" means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease</p> <p>"Finance Party" means the Agent, an Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or an Ancillary Lender provided that where the term "Finance Party" is used in, and construed for the purposes of, the Original Revolving Facility Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of:</p> <p>(a) the definition of "Secured Parties" of the Original Revolving Facility Agreement;</p> <p>(b) paragraph (a)(i) of Clause 1 2 (Construction) of the Original Revolving Facility Agreement,</p> <p>(c) paragraph (c) of the definition of "Material Adverse Effect" of the Original Revolving Facility Agreement,</p> <p>(d) Clause 23 (Guarantee and Indemnity) of the Original Revolving Facility Agreement; and</p> <p>(e) Clause 33 (Conduct of business by the Finance Parties) of the Original Revolving Facility Agreement.</p>

MG01 - continuation page  
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>"Finance Subsidiary" means a wholly owned subsidiary that is formed for the purpose of borrowing funds or issuing securities and lending the proceeds to the Issuer or a Guarantor and that conducts no business other than as may be reasonably incidental to, or related to, the foregoing.</p> <p>"Financial Indebtedness" means any indebtedness for or in respect of (and without double counting):</p> <p>(a) moneys borrowed and debit balances at banks or other financial institutions;</p> <p>(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),</p> <p>(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (but not Trade Instruments);</p> <p>(d) the amount of any liability in respect of Finance Leases;</p> <p>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non recourse basis and meet any requirement for de-recognition under the Accounting Principles),</p> <p>(f) for the purposes of Clause 28 5 (Cross default) of the Original Revolving Facility Agreement only, any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close out of that Treasury Transaction, that amount) shall be taken into account), provided that where the Treasury Transaction provides for netting arrangements, the net amount of payment obligations after such netting has occurred will be used for such purposes and provided further that for the purposes of Clause 28 5 (Cross default) of the Original Revolving Facility Agreement only such net balance shall be taken into account;</p> <p>(g) any counter indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability (but not, in any case, Trade Instruments) of an entity which is not a member of the Restricted Group which liability would fall within one of the other paragraphs of this definition,</p> <p>(h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Termination Date (or are otherwise classified as borrowings under the Accounting Principles);</p> <p>(i) any amount of any liability under an advance or deferred purchase agreement if (1) the primary reason behind entering into the agreement is to raise finance or to finance the acquisition or</p>



**MG01 - continuation page**  
**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**

construction of the asset or service in question or (11) the agreement is in respect of the supply of assets or services and payment is due more than 120 days after the date of supply to it,

(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles; and

(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above,

but excluding Financial Indebtedness owed by a Restricted Subsidiary to another Restricted Subsidiary.

**"Fixed Rate Notes"** means the Original Fixed Rate Notes and any Additional Fixed Rate Notes

**"Fixtures"** means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law.

**"Floating Rate Notes"** means the Original Floating Rate Notes and any Additional Floating Rate Notes

**"Group"** means the Parent and each of its Subsidiaries for the time being

**"Guarantor"** means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Original Revolving Facility Agreement

**"Hedge Counterparty"** means

(a) any person which is named on the signing pages as a Hedge Counterparty, and

(b) any person which becomes party to the Intercreditor Agreement as a Hedge Counterparty pursuant to Clause 17.11 (*Creditor/Representative Accession Undertaking*) of the Intercreditor Agreement.

**"Hedge Counterparty Obligations"** means the obligations owed by any Hedge Counterparty to the Debtors or any of them under or in connection with the Hedging Agreements

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a member of the Restricted Group and a Hedge Counterparty (including by way of novation or to the extent already with a Lender, the continuation of any hedging arrangement already in place as at the date of the Original Revolving Facility Agreement) for the purposes of either:

MG01 - continuation page  
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>(a) hedging interest rate and foreign currency exchange rate risks in relation to Financial Indebtedness of the Restricted Group and which Financial Indebtedness is not prohibited by the Original Revolving Facility Agreement, or</p> <p>(b) any other Treasury Transaction entered into for the hedging of raw material or commodity risks of the Restricted Group which is not prohibited by Clause 27 25 (<i>Treasury Transactions</i>) of the Original Revolving Facility Agreement,</p> <p>and in any case is not for speculative purposes</p> <p>"Hedging Liabilities" means the Liabilities owed by any Debtor to the Hedge Counterparties or any of them under or in connection with the Hedging Agreements</p> <p>"Hedging Obligations" means, with respect to any specified Person, the obligations of such Person under:</p> <p>(1) interest rate swap agreements, (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements,</p> <p>(2) other agreements or arrangements designed to manage interest rates or interest rate risk, and</p> <p>(3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates, including Currency Exchange Protection Agreements, or commodity or raw materials prices</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.</p> <p>"Indebtedness" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables)</p> <p>(1) in respect of borrowed money,</p> <p>(2) evidenced by bonds, notes, debentures or similar instruments for which such Person is responsible or liable,</p> <p>(3) representing reimbursement obligations in respect of letters of credit, bankers' acceptances or similar instruments (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within 30 days of incurrence),</p> <p>(4) representing Capital Lease Obligations,</p> <p>(5) representing the balance deferred and unpaid of the purchase price of any property or services due more than six months after such property is acquired or such services are completed; and</p>

# MG01 - continuation page

## 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

- (6) representing any Hedging Obligations,
- if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of the specified Person prepared in accordance with IFRS. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by the specified Person of any Indebtedness of any other Person to the extent guaranteed by such Person.
- The term "Indebtedness" shall not include
- (1) Subordinated Shareholder Debt,
  - (2) any lease of property which would be considered an operating lease under IFRS,
  - (3) Contingent Obligations in the ordinary course of business
  - (4) in connection with the purchase by the Issuer or any Restricted Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing, provided, however, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter,
  - (5) the avoidance of doubt, any contingent obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes;
  - (6) deferred or prepaid revenues;
  - (7) Indebtedness in respect of the incurrence by the Issuer or any of its Restricted Subsidiaries of Indebtedness in respect of standby letters of credit, performance guarantees or bonds or surety bonds provided by or at the request of the Issuer or any of its Restricted Subsidiaries in the ordinary course of business (including standby letters of credit, performance guarantees or bonds or surety bonds in respect of such standby letters of credit, performance guarantees or bonds or surety bonds) to the extent such letters of credit, guarantees or bonds are not drawn upon or, if and to the extent drawn upon are honored in accordance with their terms and if, to be reimbursed, are reimbursed no later than the fifth Business Day following receipt by such Person of a demand for reimbursement following payment on the letter of credit, guarantee or bond, and
  - (8) Indebtedness incurred by the Issuer or one of its Restricted Subsidiaries in connection with a transaction where (x) such

# MG01 - continuation page

## 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>Indebtedness is borrowed from a bank or trust company, having a combined capital and surplus and undivided profits of not less than €250 million, whose debt has a rating immediately prior to the time such transaction is entered into, of at least A or the equivalent thereof by S&amp;P and A2 or the equivalent thereof by Moody's and (y) a substantially concurrent investment is made by the Issuer or a Restricted Subsidiary of the Issuer in the form of cash deposited with the lender of such Indebtedness, or a Subsidiary or Affiliate thereof, in amount equal to such Indebtedness</p> <p>"<b>Indenture</b>" means the Indenture dated 16 May 2011 among (i) Refresco Group B.V., a private limited liability company (<i>besloten vennootschap</i>) incorporated under the laws of The Netherlands (the "Issuer"), (ii) the entities named on Schedule I (the "Guarantors") of the Indenture, (iii) Deutsche Trustee Company Limited, as Trustee, (iv) Deutsche Bank AG, London Branch, as Security Agent, Transfer Agent and Principal Paying Agent and (v) Deutsche Bank Luxembourg S.A., as Registrar, as amended, modified or supplemented from time to time in accordance with its terms.</p> <p>"<b>Insurances</b>" means all contracts and policies of insurance of whatever nature which are, from time to time, taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest</p> <p>"<b>Intellectual Property Rights</b>" means all material patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, domain names, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same) owned by the Company</p> <p>"<b>Intercreditor Agreement</b>" means the intercreditor agreement dated on or about the date of the Facility Agreement and made between, among others, the Parent, the Debtors, the Security Agent, the Agent, the Lenders, the Arrangers, the Senior Secured Trustee and the Intra-Group Lenders (all as defined in the Intercreditor Agreement)</p> <p>"<b>Intra-Group Lenders</b>" means (a) each Debtor and (b) each member of the Group (other than the Parent) which is a creditor in respect of Financial Indebtedness with another member of the Group and which is named on the signing pages as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 17 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>"<b>Investments</b>" means</p> <p>(a) the Shares and any other shares, stocks, debentures, bonds, notes, commercial paper, certificates of deposit, interests in collective investment schemes and other securities and investments of any kind whatsoever; and</p>

# MG01 - continuation page

## 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

(b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments,

in each case whether held directly by or to the order of the Company or by any custodian, nominee, fiduciary, clearance system or other similar person on its behalf (and all rights against any such person).

"Issue Date" means May 16, 2011.

"Issuer" means Refresco Group B V., a private limited liability company (*besloten vennootschap*) incorporated under the laws of The Netherlands.

"Issuing Bank" means any Lender which has notified the Agent in writing that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Original Revolving Facility Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the "Issuing Bank") provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Original Revolving Facility Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit

"Lender" means

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a party to the Original Revolving Facility Agreement as a Lender in accordance with Clause 2 2 (*Increase*) or Clause 29 (*Changes to the Lenders*) of the Original Revolving Facility Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Original Revolving Facility Agreement

"Letter of Credit" means.

(a) a letter of credit, substantially in the form set out in Schedule 12 (*Form of Letter of Credit*) of the Original Revolving Facility Agreement or in any other form requested by the Parent and agreed by the Agent and the Issuing Bank, or

(b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Agent with the prior consent of the Issuing Bank

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor or to a Subordinated Creditor (if any) under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

# MG01 - continuation page

## 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>(a) any refinancing, novation, deferral or extension;</p> <p>(b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;</p> <p>(c) any claim for damages or restitution; and</p> <p>(d) any claim as a result of any recovery by any Debtor or any grantor of Transaction Security of a Payment on the grounds of preference or otherwise,</p> <p>and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings.</p> <p>"<b>Lien</b>" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement or any lease in the nature thereof.</p> <p>"<b>Management Advances</b>" means loans or advances made to, or guarantees with respect to loans or advances made to, directors, officers, employees or consultants of the Issuer or any Restricted Subsidiary:</p> <p>(1) in respect of travel, entertainment or moving related expenses incurred in the ordinary course of business;</p> <p>(2) in respect of moving related expenses incurred in connection with any closing or consolidation of any facility or office; or</p> <p>(3) (in the case of this clause) not exceeding €2 0 million in the aggregate outstanding at any time</p> <p>"<b>Material Contracts</b>" means the contracts detailed in Part 4 of Schedule 1 (<i>Material Contracts</i>) of the Debenture and any other material contract from time to time designated in writing as a Material Contract by the Security Agent</p> <p>"<b>Moody's</b>" means Moody's Investors Service, Inc.</p> <p>"<b>Non-Recourse Debt</b>" means Indebtedness as to which neither the Issuer nor any of its Restricted Subsidiaries (1) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (2) is directly or indirectly liable as a guarantor or otherwise</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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#### Short particulars

"**Notice of Assignment**" means a duly completed notice of assignment in the form set out in the relevant Part of Schedule 2 (*Forms of Notice and Acknowledgement of Assignment*) of the Debenture being

- (a) Part 1A, in the case of Insurances,
- (b) Part 2A, in the case of Assigned Accounts, and
- (c) Part 3, in the case of Material Contracts,

or in such other form as may be approved by the Security Agent

"**Notes**" means the Fixed Rate Notes and the Floating Rate Notes

"**Original Borrower**" means the Parent and the Subsidiaries of the Parent listed in Part 1 of Schedule 1 (*The Original Parties*) of the Original Revolving Facility Agreement.

"**Original Debtors**" means the Parent and the companies named on the signing pages of the Intercreditor Agreement as "Debtors".

"**Original Fixed Rate Notes**" means the 7¾% Senior Secured Notes due 2018 issued on the Issue Date.

"**Original Floating Rate Notes**" means the senior secured floating rate notes due 2018 issued by the Issuer on the Issue Date

"**Original Guarantors**" means the Parent and the subsidiaries of the Parent listed in Part 1 of Schedule 1 (*The Original Parties*) of the Original Revolving Facility Agreement as original guarantors.

"**Original Lenders**" means the financial institutions listed in Part 2 of Schedule 1 (*The Original Parties*) of the Original Revolving Facility Agreement as lenders

"**Original Revolving Facility Agreement**" means the revolving facility agreement dated on or about the date of the Intercreditor Agreement between, among others, the Parent, the Revolving Agent, the Security Agent, the Arrangers and the Revolving Lenders, as amended from time to time and upon the final discharge of Liabilities thereunder, any replacement "Credit Facility" (as defined in the Senior Secured Indenture) entered into in compliance with the Debt Documents

"**Original Senior Secured Notes**" means the senior notes of the Parent issued on the Closing Date (as defined in the Original Revolving Facility Agreement) as amended from time to time

"**Original Senior Secured Trustee**" means Deutsche Trustee Company Limited as trustee under the Senior Secured Notes Documents.

"**Parent**" means Refresco Group B.V., a company incorporated in the Netherlands with registered number 24395416.

# MG01 - continuation page

## 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>"Parent Entity" means any direct or indirect parent company or entity of the Issuer</p> <p>"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).</p> <p>"Permitted Business" means (1) any business, services or activities engaged in by the Issuer or any of its Restricted Subsidiaries on the Issue Date, and (11) any businesses, services and activities that are related, complementary, incidental, ancillary or similar to any of the foregoing, or are extensions or developments of any thereof.</p> <p>"Permitted Holders" means the Equity Investors and Related Parties Any person or group whose acquisition of beneficial ownership constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indenture will thereafter, together with its Affiliates, constitute an additional Permitted Holder</p> <p>"Permitted Investments" means</p> <p>(1) any investment in the Issuer or in a Restricted Subsidiary;</p> <p>(2) any investment in cash and Cash Equivalents;</p> <p>(3) any investment by the Issuer or any Restricted Subsidiary in a Person, if as a result of such investment</p> <p>(a) such Person becomes a Restricted Subsidiary, or</p> <p>(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary;</p> <p>(4) any investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with Section 4.12 of the Indenture,</p> <p>(5) any investments received in compromise or resolution of (a) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Issuer or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer, or</p> <p>(b) litigation, arbitration or other disputes,</p> <p>(6) investments in receivables owing to the Issuer or any Restricted Subsidiary created or acquired in the ordinary course of business,</p>



# MG01 - continuation page

## 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

(7) investments represented by Hedging Obligations, which obligations are permitted by Section 4.3(b)(8) of the Indenture;

(8) investments in the Notes (including any Additional Notes) and any other Indebtedness of the Issuer or any Restricted Subsidiary,

(9) any guarantee of Indebtedness permitted to be incurred by Section 4.3 of the Indenture,

(10) any investment existing on, or made pursuant to binding commitments existing on, the Issue Date and any investment consisting of an extension, modification or renewal of any investment existing on, or made pursuant to a binding commitment existing on, the Issue Date, provided that the amount of any such investment may be increased (a) as required by the terms of such investment as in existence on the Issue Date or (b) as otherwise permitted under the Indenture;

(11) investments acquired after the Issue Date as a result of the acquisition by the Issuer or any Restricted Subsidiary of another Person, including by way of a merger, amalgamation or consolidation with or into the Issuer or any of its Restricted Subsidiaries in a transaction that is not prohibited by Section 4.19 of the Indenture after the Issue Date to the extent that such investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(12) pledges or deposits (x) with respect to leases or utilities provided to third parties in the ordinary course of business or (y) otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under Section 4.3 of the Indenture,

(13) any investment to the extent made using as consideration Capital Stock of the Issuer (other than Disqualified Stock), Subordinated Shareholder Debt or Capital Stock of any Parent Entity;

(14) Management Advances,

(15) any investment made in connection with a Qualified Securitization Financing, including investments of funds held in accounts permitted or required by the arrangements governing such Qualified Securitization Financing or any related Indebtedness,

(16) other investments in any Person having an aggregate Fair Market Value (measured on the date each such investment was made and without giving effect to subsequent changes in value), when taken together with all other investments made pursuant to this clause (16) that are at the time outstanding not to exceed €25 0 million; provided that if an investment is made pursuant to this clause in a Person that is not a Restricted Subsidiary at the date of the making of such investment and such Person subsequently becomes a Restricted Subsidiary or is subsequently designated a Restricted Subsidiary pursuant to Section 4.4 of the Indenture, such investment shall thereafter be deemed to

# MG01 - continuation page

## 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>have been made pursuant to clause (1) or (3) of the definition of "Permitted Investments" and not this clause (16),</p> <p>(17) investments by the Issuer or any of its Restricted Subsidiaries in joint ventures having an aggregate Fair Market Value (measured on the date each such investment was made and without giving effect to subsequent changes in value), when taken together with all other investments made pursuant to this clause (17) that are at the time outstanding not to exceed €25 0 million, provided, however, that if any investment pursuant to this clause is made in a Person that is not a Restricted Subsidiary at the date of the making of such investment and such Person subsequently becomes a Restricted Subsidiary or is subsequently designated a Restricted Subsidiary pursuant to Section 4.4 of the Indenture, such investment shall thereafter be deemed to have been made pursuant to clause (1) or (3) of the definition of "Permitted Investments" and not this clause (17)</p> <p>"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity</p> <p>"Pre-Expansion European Union" means the European Union as of January 1, 2004, including the countries of Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden and the United Kingdom, but not including any country which became or becomes a member of the European Union after January 1, 2004</p> <p>"Purchase Agreement" means the purchase agreement dated on or about 11 May 2011 in respect of the Original Senior Secured Notes between, the Parent as the issuer and Deutsche Bank AG, London Branch as representative.</p> <p>"Qualified Securitization Financing" means any financing pursuant to which the Issuer or any of its Restricted Subsidiaries may sell, convey or otherwise transfer to any other Person or grant a security interest in, any Securitization Assets (and related assets) in any aggregate principal amount equivalent to the Fair Market Value of such Securitization Assets (and related assets) of the Issuer or any of its Restricted Subsidiaries; provided that (a) the covenants, events of default and other provisions applicable to such financing shall be on market terms (as determined in good faith by the Issuer's Board of Directors or senior management) at the time such financing is entered into, (b) the interest rate applicable to such financing shall be a market interest rate (as determined in good faith by the Issuer's Board of Directors or senior management) at the time such financing is entered into and (c) such financing shall be nonrecourse to the Issuer or any of its Restricted Subsidiaries except to a limited extent customary for such transactions (as determined in good faith by the Issuer's Board of Directors or senior management)</p> <p>"Rating Agencies" means Moody's and S&amp;P or, in the event Moody's or S&amp;P no longer assigns a rating to the Notes, any other "nationally recognized statistical rating organization" within the meaning of</p>

# MG01 - continuation page

## 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

Section 3(a)(62) under the U.S Exchange Act selected by the Issuer as a replacement agency

**"Real Property"** means any material freehold or leasehold property in England and Wales and all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time situated on or forming part of such freehold or leasehold property

**"Receiver"** means a receiver and manager or any other receiver (whether appointed pursuant to the Debenture or any statute, by a court or otherwise) of all or any of the Secured Assets and shall, where permitted by law, include an administrative receiver

**"Registered Intellectual Property Rights"** means material patents, petty patents, utility models, registered trade marks, registered designs and registered copyright, including applications for any of the same in any part of the world

**"Related Party"** means:

(1) any controlling stockholder, partner or member, or any 50% (or more) owned Subsidiary, or immediate family member (in the case of an individual), of any Equity Investor, or

(2) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners, owners or Persons beneficially holding a 50% or more controlling interest of which consist of any one or more Equity Investors and/or such other Persons referred to in the immediately preceding clause,

provided that "Related Party" shall not include any portfolio operating companies of the Equity Investors

**"Related Rights"** means, in relation to any asset

- (a) the proceeds of sale of all or any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies, proceeds or income paid or payable in respect of that asset

**"Representative"** means each Revolving Agent and each Senior Secured Trustee.

MG01 - continuation page  
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>"<b>Resignation Letter</b>" means a letter substantially in the form set out in Schedule 8 (<i>Form of Resignation Letter</i>) of the Original Revolving Facility Agreement</p> <p>"<b>Restricted Group</b>" means the Parent and each Restricted Subsidiary.</p> <p>"<b>Restricted Payments</b>" means restricted payments as defined in Section 4.4. (<i>Restricted Payments</i>) of the Indenture.</p> <p>"<b>Restricted Subsidiary</b>" has the meaning given to that term in Schedule 18 (<i>Incurrence Covenants and Events of Default Schedule</i>) of the Original Revolving Facility Agreement</p> <p>"<b>Revolving Agent</b>" means Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. and any agent acting on behalf of the Revolving Lenders only pursuant to a Revolving Facility Document.</p> <p>"<b>Revolving Credit Facility Agreement</b>" means the revolving credit facility agreement dated on or about 16 May 2011, between, amongst others, Refresco Group B.V. and certain of its subsidiaries, as borrowers and/or guarantors, Credit Suisse International, Deutsche Bank AG, London Branch, ABN AMRO Bank N.V., Société Générale, ING Bank N.V., Cooperatieve Centrale Raiffeisen - Boerenleenbank B.A. and Fortis Bank NV/SA, as mandated lead arrangers and original lenders, and the Security Agent, as amended, restated or otherwise modified or varied from time to time.</p> <p>"<b>Revolving Creditor Liabilities</b>" means the Liabilities owed by the Debtors and any other grantor of Transaction Security to the Revolving Facility Finance Parties or any of them under or in connection with the Revolving Facility Documents and any Revolving Refinancings thereof as defined in paragraph (a) of Clause 8.3 (<i>Refinancing of the Revolving Creditor Liabilities</i>) of the Intercreditor Agreement.</p> <p>"<b>Revolving Creditors</b>" means the Revolving Lenders, any Revolving Agent, the Arrangers and the Security Agent</p> <p>"<b>Revolving Facility</b>" means the super senior revolving facility, ancillary facility and letter of credit facility provided by the Revolving Lenders under the Original Revolving Facility Agreement and any revolving facilities or letter of credit made available under any Revolving Facility Agreement</p> <p>"<b>Revolving Facility Agreement</b>" means the Original Revolving Facility Agreement and any other agreement pursuant to which Revolving Lenders make loans and other forms of credit available to members of the Group having the same priority and payment and security ranking as the Revolving Facility made available under the Original Revolving Facility Agreement</p> <p>"<b>Revolving Facility Documents</b>" has the meaning given to the term "Finance Documents" in the Original Revolving Facility Agreement and, if designated as a "Finance Document" or equivalent under the terms</p>

# MG01 - continuation page

## 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

thereof, each document relating to indebtedness permitted by the Debt Documents with the same priority and payment and security ranking as the Revolving Facility

"**Revolving Facility Finance Parties**" has the meaning given to the term "Finance Parties", and any other creditors of the Debtors from time to time under the Revolving Facility Documents

"**Revolving Lenders**" means each Lender, Issuing Bank, Ancillary Lender and any other lenders from time to time under the Revolving Facility Documents

"**Revolving Refinancing**" means revolving refinancings as defined in paragraph (a) of Clause 8.3 (*Refinancing of the Revolving Creditor Liabilities*) of the Intercreditor Agreement.

"**S&P**" means Standard & Poor's Ratings Group

"**Secured Assets**" means all of the assets, rights, title, interests and benefits of the Company from time to time the subject of the Security

"**Secured Creditor**" means the Secured Parties as defined in the Intercreditor Agreement

"**Secured Parties**" means the Security Agent, any Receiver or Delegate, the Arrangers, each Representative and the Senior Creditors from time to time but, in the case of the Representatives, the Arrangers and the Senior Creditors, only if it (or, in the case of the Senior Secured Noteholder, its Representative) is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 17.11 (*Creditor/Representative Accession Undertaking*) of the Intercreditor Agreement

"**Securitization Assets**" means any accounts receivable, inventory, royalty or revenue streams from sales of inventory subject to a Qualified Securitization Financing.

"**Security**" means the security created or intended to be created by the Debenture.

"**Security Documents**" means

(a) each of the Transaction Security Documents;

(b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and

(c) any Security granted by a member of the Group to the Secured Parties under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above

# MG01 - continuation page

## 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>"<b>Security Period</b>" means the period beginning on the date of the Debenture and ending on the Senior Discharge Date.</p> <p>"<b>Senior Creditors</b>" means the Super Senior Creditors and the Senior Secured Creditors</p> <p>"<b>Senior Liabilities</b>" means the Super Senior Liabilities and the Senior Secured Liabilities</p> <p>"<b>Senior Discharge Date</b>" means the first date on which all Senior Liabilities have been fully and finally discharged to the satisfaction of each Revolving Agent (acting reasonably) (in the case of the Revolving Creditor Liabilities), each Hedge Counterparty (acting reasonably) (in the case of its Hedging Liabilities) and each Senior Secured Trustee (acting reasonably) (in the case of the Senior Secured Liabilities), whether or not as the result of an enforcement, and no Hedge Counterparty (in respect of its Hedging Liabilities) is under any further obligation to assume any Hedge Counterparty Obligations to any Debtor under the Debt Documents and, as applicable, no Senior Creditor is under any further obligations to any Debtors under the Debt Documents</p> <p>"<b>Senior Secured Creditors</b>" means the Senior Secured Noteholders, each Additional Senior Secured Creditor and each Senior Secured Trustee</p> <p>"<b>Senior Secured Documents</b>" means each Senior Secured Notes Document</p> <p>"<b>Senior Secured Indenture</b>" means any indenture pursuant to which the Senior Secured Notes are issued (or any guarantees therefore are given) and includes any Additional Senior Secured Debt Instrument.</p> <p>"<b>Senior Secured Liabilities</b>" means the Liabilities owed by the Debtors or any other grantor of Transaction Security to the Senior Secured Creditors or any of them under or in connection with the Senior Secured Documents</p> <p>"<b>Senior Secured Note Guarantees</b>" means the guarantees granted in accordance with Clause 5.2 (<i>Security Senior Secured Creditors</i>) of the Intercreditor Agreement in favour of the Senior Secured Creditors</p> <p>"<b>Senior Secured Noteholders</b>" means the holders, from time to time, of the Senior Secured Notes</p> <p>"<b>Senior Secured Notes</b>" means the Original Senior Secured Notes and any other Financial Indebtedness incurred by the Parent pursuant to an Additional Senior Secured Debt Instrument (a) which is additional Financial Indebtedness incurred in compliance with Clause 8 (<i>New Money and Refinancing</i>) of the Intercreditor Agreement or (b) the proceeds of which are used to refinance, in whole or in part, any prior issue of Senior Secured Notes.</p> <p>"<b>Senior Secured Notes Documents</b>" means each Senior Secured Indenture, the Senior Secured Notes, the Senior Secured Security, the Senior</p>

# MG01 - continuation page

## 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

Secured Note Guarantees, the Purchase Agreement and the Intercreditor Agreement

"**Senior Secured Security**" means the Transaction Security granted in accordance with Clause 5.2 (*Security: Senior Secured Creditors*) of the Intercreditor Agreement in favour of the Security Agent for the benefit of the Senior Secured Creditors

"**Senior Secured Trustees**" means the Original Senior Secured Trustee and each Additional Senior Secured Trustee and "Senior Secured Trustee" shall be construed accordingly.

"**Shares**" means the shares identified in Part 3 of Schedule 1 (*Shares*) of the Debenture (if any) and all other shares in the capital of the issuing companies named in Schedule 1 (*Details of Certain Assets*) of the Debenture now or in the future legally or beneficially owned by the Company and/or any nominee on its behalf

"**Stated Maturity**" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the Issue Date, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"**Subordinated Creditor**" means any creditor in respect of Subordinated Liabilities which becomes a party to the Intercreditor Agreement as a Subordinated Creditor in accordance with the terms of Clause 17.11 (*Creditor/Representative Accession Undertaking*) of the Intercreditor Agreement

"**Subordinated Liabilities**" means the Liabilities owed to a Subordinated Creditor (if any) by the Parent

"**Subordinated Shareholder Debt**" means, collectively, any debt provided to the Issuer by any direct or indirect parent of the Issuer or any Permitted Holder or Related Party, in exchange for or pursuant to any security, instrument or agreement other than Capital Stock, together with any such security, instrument or agreement and any other security or instrument other than Capital Stock issued in payment of any obligation under any Subordinated Shareholder Debt, provided that such Subordinated Shareholder Debt:

(1) does not (including upon the happening of any event) mature or require any amortization or other payment of principal prior to the first anniversary of the final maturity of the Notes (other than through conversion or exchange of any such security or instrument for Equity Interests of the Issuer (other than Disqualified Stock) or for any other security or instrument meeting the requirements of the definition);

# MG01 - continuation page

## 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>(2) does not (including upon the happening of any event) require the payment of cash interest prior to the first anniversary of the final maturity of the Notes,</p> <p>(3) does not (including upon the happening of any event) provide for the acceleration of its maturity nor confers on its shareholders any right (including upon the happening of any event) to declare a default or event of default or take any enforcement action, in each case, prior to the first anniversary of the final maturity of the Notes,</p> <p>(4) is not secured by a lien on any assets of the Issuer or a Restricted Subsidiary and is not guaranteed by any Subsidiary of the Issuer;</p> <p>(5) is subordinated in right of payment to the prior payment in full in cash of the Notes in the event of any default, bankruptcy, reorganization, liquidation, winding up or other disposition of assets of the Issuer at least to the same extent as the Notes are subordinated to "Senior Liabilities" (as defined in the Intercreditor Agreement) under the Intercreditor Agreement,</p> <p>(6) does not (including upon the happening of any event) restrict the payment of amounts due in respect of the Notes or compliance by the Issuer with its obligations under the Notes and the Indenture,</p> <p>(7) does not (including upon the happening of an event) constitute Voting Stock; and</p> <p>(8) is not (including upon the happening of any event) mandatorily convertible or exchangeable, or convertible or exchangeable at the option of the holder, in whole or in part, prior to the date on which the Notes mature other than into or for Capital Stock (other than Disqualified Stock) of the Issuer,</p> <p>provided, however, that any event or circumstance that results in such Indebtedness ceasing to qualify as Subordinated Shareholder Debt, such Indebtedness shall constitute an incurrence of such Indebtedness by the Issuer, and any and all Restricted Payments made through the use of the net proceeds from the incurrence of such Indebtedness since the date of the original issuance of such Subordinated Shareholder Debt shall constitute new Restricted Payments that are deemed to have been made after the date of the original issuance of such Subordinated Shareholder Debt.</p> <p>"Subsidiary" means, in relation to any company or corporation, a company or corporation</p> <p>(a) which is controlled, directly or indirectly, by the first-mentioned company or corporation,</p> <p>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation;</p>



# MG01 - continuation page

## 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

(c) which is a Subsidiary of another Subsidiary of the first-mentioned company or corporation,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

"**Super Senior Creditors**" means (a) the Revolving Creditors and (b) the Hedge Counterparties.

"**Super Senior Liabilities**" means the Revolving Creditor Liabilities and the Hedging Liabilities.

"**Taxes**" means any tax, duty, levy, impost, assessment or other governmental charge (including penalties, interest and any other additions thereto, and, for the avoidance of doubt, including any withholding or deduction for or on account of Tax). "Taxation" shall be construed to have a corresponding meaning

"**TEG Letter**" means any letter substantially in the form of the effective global rate letter set out in Schedule 19 (*Form of TEG Letter*) of the Original Revolving Facility Agreement.

"**Termination Date**" means the sixth anniversary of the Closing Date

"**Trade Instruments**" means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Restricted Group arising in the ordinary course of trading of that member of the Restricted Group

"**Transaction Security**" means the security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents

"**Transaction Security Documents**" means each of the documents listed in Schedule 2 (*Conditions Precedent and Conditions Subsequent*) to the Original Revolving Facility Agreement together with any other document entered into by any person creating or expressed to create any security over all or any part of its assets in respect of the obligations of any of the Debtors under any of the Revolving Facility Documents or the Senior Secured Documents

"**Treasury Transactions**" means any derivative transaction (including, for the avoidance of doubt, a foreign exchange transaction) entered into in connection with protection against or benefit from fluctuation in any rate, currency or price

"**Unrestricted Subsidiary**" means any Subsidiary of the Issuer (other than the Issuer or any successor to the Issuer) that is designated by the Board of Directors of the Issuer as an Unrestricted Subsidiary pursuant to a resolution of the Board of Directors but only to the extent that such Subsidiary

## MG01 - continuation page

### 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) has no Indebtedness other than Non-Recourse Debt,

(2) except as permitted by Section 4 13 of the Indenture, is not party to any agreement, contract, arrangement or understanding with the Issuer or any Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Issuorsor such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Issuer; and

(3) is a Person with respect to which neither the Issuer nor any Restricted Subsidiary has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results.

"Utilisation Request" means a notice substantially in the relevant form set out in Part 1 of Schedule 3 (Requests) of the Original Revolving Facility Agreement.

"Voting Stock" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6021492  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 MAY 2011  
AND CREATED BY REFRESCO HOLDINGS GB LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
MEMBER OF THE GROUP AND BY EACH DEBTOR TO ANY  
SECURED PARTY 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 23 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MAY 2011

*Ro*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES