

MR04

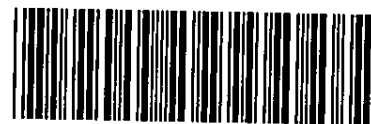
laserform

Statement of satisfaction in full or in part of a charge

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

✓ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

✗ **What this form is NOT for**
You may not use this form to
register a statement of satis
in full or in part of a mortgage
charge against an LLP Use
LL MR04



A10
"A5YTPOFF"
24/01/2017 #446
COMPANIES HOUSE

1 Company details

Company number 0 7 5 5 1 8 9 0 ✓
Company name in full Red Midco Limited (previously known as Dunedin
Claret Midco Limited) (the "Chargor")

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

2 Charge creation

When was the charge created?
→ Before 06/04/2013 Complete Part A and Part C
→ On or after 06/04/2013 Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date d0 d1 m0 m7 y2 y0 y1 y1 ✓

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number* 0 0 0 2 ✓

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Debenture dated 1 July 2011 made between (1) Red
Topco Limited (previously known as Dunedin Claret
Limited) (2) the Chargor (3) Red Bidco Limited
(previously known as Dunedin Claret Bidco Limited)
and (4) HSBC Bank plc (The "Lender") (the
"Debenture")

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

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Please see continuation pages

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ❶

- -

❶ Charge code

This is the unique reference code allocated by the registrar

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Part C To be completed for all charges**C1****Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☒ In full☐ In part**C2****Details of the person delivering this statement and their interest in the charge**

	Please give the name of the person delivering this statement	
Name	Dickson Minto W.S.	
	Please give the address of the person delivering this statement	
Building name/number	16	
Street	Charlotte Square	
Post town	Edinburgh	
County/Region		
Postcode	E H 2 4 D F	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	Solicitors for the Chargor	

C3**Signature**

Please sign the form here

Signature

Signature

X Dickson Minto**X**

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Presenter information

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

Contact name Emma Bilotti

Company name Dickson Minto W S

Address 16 Charlotte Square

Edinburgh

Post town

County/Region

Postcode E H 2 4 D F

Country

DX 199

Telephone +44 (0) 131 225 4455



Important information

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



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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- Part A Charges created before 06/04/2013**
 - ☐ You have given the charge date
 - ☐ You have given the charge number (if appropriate)
 - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- Part B Charges created on or after 06/04/2013**
 - ☐ You have given the charge code
- Part C To be completed for all charges**
 - ☐ You have ticked the appropriate box in Section C1
 - ☐ You have given the details of the person delivering this statement in Section C2
 - ☐ You have signed the form



Further information

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

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

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

1) Fixed Security

1 1) The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (Real Property) of the Debenture

1 2) The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities charges in favour of the Lender by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future

1 2 1) all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 1 1 above),

1.2.2) all licenses held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,

1 2 3) where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property,

1 2 4) any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,

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Please give the short particulars of the property or undertaking charged

Short particulars

1 2 5) all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),

1.2.6) all Insurances, including all claims, the proceeds of all claims, and all returns of premium in connection with Insurances,

1.2.7) all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,

1 2 8) all moneys from time to time deposited in or standing to the credit of any bank account with the Lender or any bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of any Realisation Account,

1 2.9) all Securities and their Related Rights,

1 2 10) all of its goodwill and uncalled capital,

1 2 11) all Intellectual Property

1 2 12) all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them,

1 2.13) each of the Specified Contracts, together with

(a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit of relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,

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Short particulars

(b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,

(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels) and ,

(d) any currency or interest swap or any other interest or currency protection hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether enters into with the Lender or any person),

(e) including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them

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

2) Floating Charge

2 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of the Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*) of the Debenture as described in Paragraph 1 (*Fixed Security*) of this Form MR04 above.

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Short particulars

2 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (Creation of Floating Charge) of the Debenture as described in paragraph 2 1 of this Form MR04 above

NOTES

The Debenture also contains the following provisions.

Negative Pledge

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

Restrictions

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal of any Charged Property which is subject only to the floating charge created by Clause 4 1 (Creation of Floating Charge) of the Debenture for full consideration in the ordinary and usual course of the Chargor's business as it is presently conducted or as permitted under the Facilities Agreement, the Debenture or with the prior consent of the Lender