In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



	A fee is payable with this form Please see 'How to pay' on the last page You can use the WebFiling service to file this Please go to www companieshouse gov uk	e see 'How to pay' on the Please go to www companieshouse gov uk	
	You may use this form to register You may not use this form to	For further information, please refer to our guidance at www companieshouse gov uk	
	This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied court order extending the time for delivery You must enclose a certified copy of the instrument with this form. This will be rejected unless it is accompanied to the charge If the court order extending the time for delivery.		
	You must enclose a certified copy of the instrument with this form. This will scanned and placed on the public record. A03	*A285YRK8* 11/05/2013 #42	
1	Company details	For official use	
Company number	0 8 4 9 7 2 3 2	→Filling in this form	
Company name in full	Lords Wines And Hampers Limited	Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
2	Charge creation date		
Charge creation date	0 8 0 5 2 0 1 3		
3	Names of persons, security agents or trustees entitled to the charge	<u> </u>	
	Please show the names of each of the persons, security agents or trustees entitled to the charge		
Name	The Royal Bank of Scotland plc		
Name			
Name			
Name			
	If there are more than four names, please supply any four of these names then tick the statement below I confirm that there are more than four persons, security agents or trustees entitled to the charge		

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4	Description		
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details	
Description		•	
5	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box Yes No		
6	Floating charge		
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box Yes Continue No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? Yes		
7	Negative Pledge		
	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box Yes No		

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8	Trustee statement [©]			
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge	This statement may be filed after the registration of the charge (use form MR06)		
9	Signature	A		
	Please sign the form here			
Signature	Signature For The Royal Bank of Scotland pic Duly Authorised Official			
	This form must be signed by a person with an interest in the charge			

MR01

Particulars of a charge

✓ Presenter information	1 Important information	
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details	Please note that all information on this form will appear on the public record	
here but, if none are given, we will send the certificate to the company's Registered Office address	2 How to pay	
Contact name	A fee of £13 is payable to Companies House in respect of each mortgage or charge filed	
Company name The Royal Bank of Scotland plc	on paper	
Address	Make cheques or postal orders payable to 'Companies House'	
	⋈ Where to send	
Post town	You may return this form to any Companies House address However, for expediency, we advise you to return it to the appropriate address below:	
County/Region	For companies registered in England and Wales	
Postcode Country	The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ	
DX	DX 33050 Cardiff	
Telephone	For companies registered in Scotland The Registrar of Companies, Companies House,	
✓ Certificate	Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF	
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	DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
✓ Checklist	For companies registered in Northern Ireland: The Registrar of Companies, Companies House,	
We may return forms completed incorrectly or with information missing	Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	
Please make sure you have remembered the following	<i>î</i> Further information	
☐ The company name and number match the	For further information, please see the guidance notes	
Information held on the public Register ☐ You have included a certified copy of the instrument	on the website at www.companieshouse gov.uk.or email enquiries@companieshouse gov.uk	
with this form You have entered the date on which the charge was	This form is available in an	
created ☐ You have shown the names of the persons entitled to	alternative format Please visit the	
the charge	forms page on the website at	
☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	www companieshouse gov uk	
You have given a description in Section 4, if appropriate	www companieshouse gov un	
☐ You have signed the form		
☐ You have enclosed the correct fee☐ Please do not send the original instrument, it must be		
a certified copy		

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01 - continuation page Particulars of a charge

4	Description
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	





CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8497232

Charge code: 0849 7232 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2013 and created by LORDS WINES AND HAMPERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2013.

Given at Companies House, Cardiff on 16th May 2013





THIS DOCUMENT AND THE BANK'S DEBENTURE TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Owner¹

Lords Wines And Hampers Limited Registered No: 08497232

Bank:

The Royal Bank of Scotland plc

The Bank's Debenture Terms form part of this deed and are available to be read and printed online

To access the Terms go to www.rbs.co.uk/terms and enter deb0910, or a copy can be obtained from the Owner's Relationship Manager or the contact at the Bank who supplied this deed

1. Owner's Obligations

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

- 1 1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
- any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with
- 1 2 1 the Property charged by Clause 2 References to Property include any part of it
- 1 2 2 taking, perfecting, protecting, enforcing or exercising any power under this deed

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, gives to the Bank

- 2 1 a fixed charge over the following property of the Owner, owned now or in the future
- 2 1 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land References to Land are to any interest in heritable, freehold or leasehold land
- 2 1 2 all plant and machinery, including any associated warranties and maintenance contracts
- 2 1 3 all the goodwill of the Owner's business
- 2 1 4 any uncalled capital
- 2 1 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities

A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others

- 2 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
- 2.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments
- a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank

refutfy that, save for material redacted pursuant to s 859G of the Companies of 2006, this copy instrument is a correct copy of the original instrument

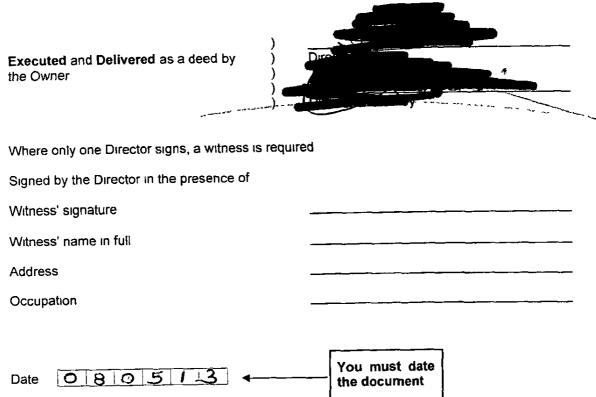
Appointment of Receiver or Administrator 3.

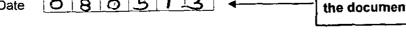
The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner

Restrictions 4.

The Owner will not, without the Bank's consent

- permit or create any mortgage, standard security, charge or lien on the Property 41
- dispose of the Property charged by Clause 2 1 42
- dispose of the Property charged by Clause 2 2, other than in the ordinary course of business 43
- call on, or accept payment of, any uncalled capital 44
- deal with its book and other debts, except by collecting them in the ordinary course of its 45 business in particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements
- grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant 46 assigning or sub-letting
- dispose of, part with or share possession or occupation of any of its Land 47





Signed for the Bank