

MG01

Particulars of a mortgage or charge



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LASERFORM

152192/s2

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

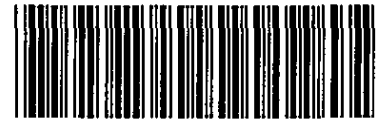
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

SATURDAY



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30/06/2012

#198

COMPANIES HOUSE

1

Company details

Company number 0 6 6 1 8 5 1 4
Company name in full Mr Freeze (Europe) Limited
(the "Security Obligor")

3

For official use

→ Filing in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation 2 9 0 6 2 0 1 2

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 Composite Guarantee and Debenture between (1) PNC Business Credit a trading style of PNC Financial Services UK Ltd ("PNC") and the (2) the Security Obligor and others (the "Debenture")

4

Amount secured

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

Amount secured All present and future obligations and liabilities at the date of the Debenture or in the future (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any member of the Group to PNC under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture)

(the "Secured Obligations")

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name PNC Business Credit a trading style of PNC Financial Services UK Ltd

Address One Silk Street

London

Postcode E C 2 Y 8 H Q

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 See continuation page

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

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 Squire Jordon (UK) LLP X

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

Company name Squire Sanders (UK) LLP

Address Trinity Court

16 John Dalton Street

Post town Manchester

County/Region

Postcode M 6 0 8 H S

Country England

DX 14347 Manchester 1

Telephone +44 (0)161 830 5000

**Certificate**

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

**Important information**

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

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

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

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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 Fixed Security

1 1 Fixed Charges

The Security Obligor charged and agreed to charge at the date of the Debenture and thereafter all of its right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage the Specified Real Property,
- (b) by way of first fixed charge
 - (i) all Real Property and all interests in Real Property not charged by clause 1 1(a) above,
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
 - (iii) the proceeds of sale of all Real Property other than Specified Real Property,
- (c) by way of first fixed charge all Specified P&M,
- (d) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&M,
- (e) by way of first fixed charge all P&M (not charged by clauses 1 1(a), 1 1(b) or 1 1(c) above) and the benefit of all contracts, licences and warranties relating to the same,
- (f) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 1 1 (c) above), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,
 other than any which are for the time being part of the Security Obligor's Inventory,
- (g) by way of first fixed charge the Charged Securities,
- (h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities,
- (i) by way of first fixed charge all rights which the Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities,
- (j) by way of first fixed charge all Securities (not charged by clause 1 1(g) above),
- (k) by way of first fixed charge (A) all Securities Rights from time to time accruing to those

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Please give the short particulars of the property mortgaged or charged

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Securities and (B) all rights which the Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Securities,

(l) in respect of the Obligors only, by way of first fixed charge all Non-Vesting Domestic A/R and their proceeds at the date of the Debenture or thereafter owing to the Obligor;

(m) in respect of the Obligors only, by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic A/R,

(n) in respect of the Obligors only, by way of first fixed charge all Non-Vesting Export A/R and their proceeds at the date of the Debenture or thereafter owing to the Obligor,

(o) in respect of the Obligors only, by way of first fixed charge all Related Rights relating to any Non-Vesting Export A/R,

(p) in respect of the Obligors only, by way of first fixed charge all Other Proceeds,

(q) by way of first fixed charge the Intellectual Property (if any) specified in part 4 of schedule 3 of the Debenture (Details of Security Assets),

(r) by way of first fixed charge all Intellectual Property (if any) not charged by clause 1 1(q) above,

(s) to the extent that any Assigned Asset is not effectively assigned under clause 1 2 below (Security assignments), by way of first fixed charge, such Assigned Asset,

(t) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)

(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Security Obligor or the use of any of its assets, and

(ii) any letter of credit issued in favour of the Security Obligor and all bills of exchange and other negotiable instruments held by it, and

(u) by way of first fixed charge all of the goodwill and uncalled capital of the Security Obligor

1 2 Security assignments

As further security for the payment and discharge of the Secured Obligations, the Security Obligor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) at the date of the Debenture and thereafter all its right, title and interest in and to

(a) the proceeds of the sale of any Specified Real Property,

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- (b) the proceeds of the sale of any Specified P&M,
- (c) the proceeds of the sale of any Charged Securities,
- (d) the proceeds of the sale of any Intellectual Property specified in part 4 of schedule 3 of the Debenture (Details of Security Assets),
- (e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances,
- (f) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances,
- (g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances,
- (h) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and
- (i) Other Receivables (not assigned under clauses 1 2(a) to 1 2(h) (inclusive) above

To the extent that any Assigned Asset described in clauses 1 2(a) to 1 2(i) inclusive above is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all rights and claims at the date of the Debenture or thereafter of the Security Obligor to any proceeds of an Assigned Asset

2 Floating Charge

The Security Obligor charged and agreed to charge at the date of the Debenture or thereafter by way of first floating charge all of its

- (i) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 1 1 (Fixed charges), clause 1 2 (Security assignments) above or any other provision of the Debenture, and
- (ii) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

3 Restrictions on dealing

At the date of the Debenture the Security Obligor agreed not to do or agree to do any of the following without the prior written consent of PNC

- (a) create or permit to subsist any Security Interest on any Security Assets except a Security Interest which is permitted by the Master Facilities Agreement,

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(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a disposal which is permitted by the Master Facilities Agreement

4 Further Assurances

4 1 Further action

The Security Obligor shall, at its own expense, promptly take whatever action PNC or a Receiver may require for

(a) creating, perfecting or protecting the Security Interests intended to be created by the Debenture, and

(b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by PNC or any Receiver or any of its or his delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to PNC or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case PNC may think expedient

4 2 Specific security

Without prejudice to the generality of clause 4 1 above (Further action), the Security Obligor shall forthwith at the request of PNC execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Debenture in favour of PNC (including any arising or intended to arise pursuant to clause 7 of the Debenture (Conversion of floating charge)) in such form as PNC may require

Definitions

"A/R" has the same meaning as defined in the Masters Facilities Agreement,

"ABL Insurances" means Inventory Insurances, P&M Insurances and Real Property Insurances and "ABL Insurance" means any policy of insurance falling within any of the definitions of Inventory Insurances, P&M Insurances and Real Property Insurances,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 1 2 above (Security assignments),

"Charged Securities" means the Securities specified in part 3 of schedule 3 of the Debenture (Details of Security Assets),

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"**Export A/R**" has the same meaning as defined in the Masters Facilities Agreement,

"**Finance Document**" has the same meaning as defined in the Masters Facilities Agreement,

"**Group**" has the same meaning as defined in the Masters Facilities Agreement,

"**Insurances**" means, save for the ABL Insurances, all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Security Obligor or in which a Security Obligor from time to time has an interest,

"**Intellectual Property**" means all Intellectual Property Rights at the date of the Debenture and thereafter,

"**Intellectual Property Rights**" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of the Security Obligor,

"**Inventory**" has the same meaning as defined in the Masters Facilities Agreement,

"**Inventory Insurances**" means those policies of insurance (if any) specified in part 5 of schedule 3 of the Debenture (Details of Security Assets)) and any other policies of insurance which may replace those policies of insurance,

"**Master Facilities Agreement**" means the master facilities agreement dated the same date as the Debenture and made between (1) PNC and (2) the Security Obligor and others pursuant to which PNC has agreed to make certain accounts receivables facilities and certain asset based lending facilities available to the Obligors,

"**Non-Vesting Domestic A/R**" means any A/R (other than an Export A/R) purportedly assigned to PNC pursuant to the Master Facilities Agreement but which does not, for any reason, vest absolutely and effectively in PNC,

"**Non-Vesting Export A/R**" means any Export A/R purportedly assigned to PNC pursuant to the Master Facilities Agreement but which does not, for any reason, vest absolutely and effectively in PNC,

"**Obligors**" means Calypso Soft Drinks Limited (company number 01558995) and Mr Freeze (Europe) Limited (company number 06618514),

"**Other Proceeds**" means all and any monies paid to a Trust Account which are not the proceeds of

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A/R,

"Other Receivables" means, save for A/R, at the date of the Debenture and thereafter book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Security Obligor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

(a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

(b) all proceeds of any of the foregoing,

"P&M" has the same meaning as defined in the Masters Facilities Agreement,

"P&M Insurances" means those policies of insurance (if any) specified in part 6 of schedule 3 of the Debenture (Details of Security Assets)) and any other policies of insurance which may replace those policies of insurance,

"Real Property" has the same meaning as defined in the Masters Facilities Agreement,

"Real Property Insurances" means those policies of insurance (if any) specified in part 7 of schedule 3 of the Debenture (Details of Security Assets)) and any other policies of insurance which may replace those policies of insurance,

"Receiver" means any receiver or receiver and manager appointed by PNC under the Debenture,

"Related Rights" has the same meaning as defined in the Masters Facilities Agreement,

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

"Securities Rights" means

(a) all dividends, distributions and other income paid or payable on the relevant Securities or Charged Securities or on any asset referred to in paragraph (b) of this definition,

(b) all rights, monies or property accruing or offered at any time in relation to such Securities or Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Security Assets" means all property and assets from time to time mortgaged, charged or

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assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,

"Security Interest" has the same meaning as defined in the Masters Facilities Agreement,

"Specified P&M" means the P&M (if any) specified in part 2 of schedule 3 of the Debenture (Details of Security Assets), and

"Specified Real Property" means the estates and interests in freehold, leasehold and other immovable property (if any) specified in part 1 of schedule 3 of the Debenture (Details of Security Assets), together with

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof

"Trust Account" has the same meaning as defined in the Masters Facilities Agreement,



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6618514
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 29 JUNE 2012 AND CREATED BY MR
FREEZE (EUROPE) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO
PNC BUSINESS CREDIT A TRADING STYLE OF PNC FINANCIAL
SERVICES UK LTD 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 30 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JULY 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

