229292 13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

iris LASERFORM

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 regi particulars of a charge for a Sco company To do this, please use form MG01s

FRIDAY

L53J3WMX
LD3 12/08/2011 19
COMPANIES HOUSE

For official use

1 Company details

Company number: 0 4 0 2 1 4 6 5

Company name in full: Refresco Limited (the "Company")

→ **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 d0 m0 m8 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: A Deed of Amendment dated 10 August 2011 to a Debenture dated 16 May 2011 (the "**Debenture**") and amended on 10 August 2011 between Refresco Holdings GB Limited, Histogram Holdings Limited, the Company 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: The Secured Obligations

Capitalised terms used in this Form MG01, unless otherwise defined, have the meaning given to them in Schedule 2

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 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

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, has charged 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*) to 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)

(i) 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;

(ii) to the extent not effectively charged pursuant to paragraph (a) or (i) 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,

(iii) all Charged Accounts,

(iv) 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;

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

Please give the short particulars of the property mortgaged or charged

Short particulars

(vii) any pension fund (to the extent permitted as a matter of law),

(viii) 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;

(ix) all goodwill and uncalled capital of the Company, and

(x) all of the Registered Intellectual Property Rights (if any) specified in Part 2 of Schedule 1 (*Registered Intellectual Property Rights*) to the Debenture and all other Registered Intellectual Property Rights of the Company.

2 ASSIGNMENTS

2.1 Assignments

Subject to Clause 2 2 (*Non-Assignable Rights*) below, the Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, has assigned 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

(a) the Insurances and all Related Rights,

(b) all Assigned Accounts,

(c) all the Material Contracts and all Related Rights, and

(d) to the extent not charged under the provisions of paragraph (a)(x) of Clause 1 (*Fixed Charges*) above, all Intellectual Property Rights

2 2 Non-Assignable Rights

The Company has declared that to the extent that any right, title, interest or benefit in or in respect of any asset described in Clause 2 1 (*Assignments*) above cannot be or is not effectively assigned pursuant to Clause 2 1 (*Assignments*) above for whatever reason, the Company shall.

(a) upon becoming aware of that fact promptly notify the Security Agent of the same and the reasons therefor,

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, has charged 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 (*Floating Charge*)

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

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

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Short particulars

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

(i) upon the convening of a meeting of the members of the Company to consider a resolution to wind up the Company,

(ii) 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 *fieri facias* 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,

(iii) upon the issue and notice of distraint by HM Revenue and Customs or other competent authority, or

(iv) if the Company fails to comply with its covenant in Clause 5 (*Negative Pledge*) below,

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

(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.

4 CONTINUING SECURITY

4.1 Continuing and Independent Security

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 Party may hold at any time for the Secured Obligations or any of them

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

Please give the short particulars of the property mortgaged or charged

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 Party 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

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

Please give the short particulars of the property mortgaged or charged

Short particulars

change in the status, function, control or ownership of the Borrower or any such person,

(b) any of the Secured Obligations or any other security held by the Security Agent or any other Secured Party in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect,

(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 Party in respect thereof;

(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 Party in respect thereof;

(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;

(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 Party in respect of the Secured Obligations or any of them, or

(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.

4.6 No Competition

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 Party, 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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4.7 Appropriation

Neither the Security Agent nor any other Secured Party 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

5 NEGATIVE PLEDGE AND DISPOSALS

The Company will not

(a) create or permit to subsist any Security over all or any of its present or future assets other than:

(i) Security constituted by or created pursuant to any of the Debt Documents, and

(ii) other Security which is not prohibited under the terms of the Debt Documents, and

(b) dispose of any of its assets except to the extent and in the manner which is not prohibited by the Debt Documents.

6. FURTHER ASSURANCE

(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))

(i) 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

(ii) 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

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

Please give the short particulars of the property mortgaged or charged

Short particulars

(iii) 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.

(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

(c) The obligations of the Company under this Clause 6 (*Further Assurance*) are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

6 Short particulars of all the property mortgaged or charged

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Short particulars

Schedule 2

Definitions

"**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

"**Additional Senior Secured Trustee**" has the meaning given to it in the Intercreditor Agreement

"**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.

"**Agent**" means Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A

"**Agreed Security Principles**" means the principles set out in Schedule 14 (*Agreed Security Principles*) to the Revolving Facility Agreement

"**Arranger**" 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

"**Assigned Account**" means:

(a) each Account identified in Part 5 of Schedule 1 (*Assigned Accounts*) to the Debenture; and

(b) any other Account designated in writing as an Assigned Account by the Security Agent

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

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

"**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*) to the Debenture, and

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(c) any other material Account maintained by the Company with the Security Agent designated in writing as a Charged Account by the Security Agent.

"**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 (*Book and Other Debts after Security becomes Enforceable*) of the Debenture

"**Creditor**" has the meaning given to it in the Intercreditor Agreement

"**Debt Document**" 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

"**Debtor**" means the Original Debtors and any person which becomes a Party as a Debtor in accordance with the terms of Clause 17 (*Changes to the Parties*) of the Intercreditor Agreement.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"**Enforcement Event**" means the time at which an Enforcement Notice has been given by the Agent in accordance with the terms of the Revolving Facility Agreement, or a Senior Secured Trustee takes equivalent action under the Senior Secured Documents

"**Enforcement Notice**" means the giving of a notice by the Agent under clause 28 17 (*Acceleration*) of the Revolving Facility Agreement.

"**Event of Default**" means any event or circumstance specified as such in Clause 28 (*Events of Default*) of the Revolving Facility Agreement.

"**Financial Indebtedness**" has the meaning given to it in the Revolving Facility Agreement

"**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

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

"**Hedge Counterparty**" means

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(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

"**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 Revolving Facility Agreement) for the purposes of either

(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 Revolving Facility Agreement; or

(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 (*Treasury Transactions*) of the Revolving Facility Agreement,

and in any case is not for speculative purposes.

"**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

"**Insurances**" 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

"**Intellectual Property Rights**" 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.

"**Intercreditor Agreement**" means the intercreditor agreement dated 16 May 2011, as amended on 10 August 2011, 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)

"**Intra-Group Lenders**" 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 (*Changes to the Parties*) of the Intercreditor Agreement

In accordance with Section 860 of the Companies Act 2006

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

"**Investments**" means

(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

(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.

"**Lender**" means

(a) any Original Lender, and

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

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

"**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

(a) any refinancing, novation, deferral or extension,

(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;

(c) any claim for damages or restitution; and

(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,

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

6 Short particulars of all the property mortgaged or charged

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Short particulars

"**Material Contracts**" means the contracts detailed in Part 4 of Schedule 1 (*Material Contracts*) to the Debenture and any other material contract from time to time designated in writing as a Material Contract by the Security Agent.

"**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*) to 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.

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

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

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

"**Original Senior Secured Trustee**" means Deutsche Trustee Company Limited as trustee under the Senior Secured Notes Documents (as defined in the Intercreditor Agreement).

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

"**Party**" means a party to the Intercreditor Agreement

"**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)

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"**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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"**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 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

"**Restricted Group**" means the Parent and each Restricted Subsidiary

"**Restricted Subsidiary**" has the meaning given to that term in Schedule 18 (*Incurrence Covenants and Events of Default Schedule*) of the Revolving Facility Agreement

Revolving Agent" means Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. and any agent acting on behalf of the Revolving Lenders only pursuant to a Revolving Facility Document.

"**Revolving Facility Agreement**" means the revolving facility agreement dated 16 May 2011, as amended on 10 August 2011, between, amongst others, the Parent and certain of its subsidiaries as borrowers and/or guarantors, the Arrangers, the Original Lenders and the Security Agent, as amended, restated or otherwise modified or varied from time to time

"**Revolving Facility Documents**" has the meaning given to it in the Intercreditor Agreement

"**Revolving Lenders**" has the meaning given to it in the Intercreditor Agreement.

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Secured Obligations**" means 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 this Debenture contravening any law (including section 678 or 679 of the Companies Act 2006)

"**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

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

"**Security Documents**" has the meaning given to it in the Intercreditor Agreement

"**Security Period**" means the period beginning on the date of the Debenture and ending on the Senior Discharge Date (as defined in the Intercreditor Agreement)

"**Senior Creditors**" has the meaning given to it in the Intercreditor Agreement

"**Senior Secured Documents**" means each Senior Secured Notes Document (as defined in the Intercreditor Agreement).

"**Senior Secured Noteholders**" means the holders, from time to time, of the Senior Secured Notes

"**Senior Secured Notes**" has the meaning given to it in the Intercreditor Agreement

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

"**Subordinated Creditor**" means any creditor in respect of Subordinated Liabilities which becomes a party to the Intercreditor Agreement as a

In accordance with Section 860 of the Companies Act 2006

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

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.

"**Subsidiary**" means, in relation to any company or corporation, a company or corporation:

(a) which is controlled, directly or indirectly, by the first-mentioned company or corporation,

(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation;

(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

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4021465
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF AMENDMENT TO A DEBENTURE DATED 10 AUGUST 2011 AND CREATED BY REFRESCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO ANY CREDITOR OR TO A SUBORDINATED CREDITOR (IF ANY)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 12 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 AUGUST 2011

POST

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES