



**Registration of a Charge**

Company name: **THE WINE STUDIO LIMITED**

Company number: **02867477**

Received for Electronic Filing: **15/10/2015**



X411SYV4

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**Details of Charge**

Date of creation: **09/10/2015**

Charge code: **0286 7477 0002**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**PINSENT MASONS LLP**



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

Company number: 2867477

Charge code: 0286 7477 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2015 and created by THE WINE STUDIO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2015 .

Given at Companies House, Cardiff on 16th October 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**DEED OF ACCESSION**

THIS DEED is made on

9 October

2015

**BETWEEN:-**

- (1) **THE WINE STUDIO LIMITED** (company number 02867477) (the "**New Chargor**"), a company incorporated in England or Wales whose registered office is at Whitchurch Lane, Bristol, BS14 0JZ;
- (2) **CONVIVIALITY PLC** (previously known as Conviviality Retail Plc) (company number 05592636) (the "**Parent**") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) **THE ROYAL BANK OF SCOTLAND PLC** as the Security Agent.

**INTRODUCTION**

- (A) The New Chargor is, or will on the date of this Deed become, a wholly-owned Subsidiary of the Parent.
- (B) This Deed is supplemental to a deed dated [ 7<sup>th</sup> October 2015 ] (as supplemented and amended from time to time, the "**Debenture**") between, among others, the Parent, each of the companies named in the Debenture as Chargors, and The Royal Bank of Scotland plc as agent and trustee for the Secured Finance Parties.
- (C) The New Chargor at the request of the Parent and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Parent or any other member of its group has agreed to enter into this Deed and become a Chargor under the Debenture.

**IT IS AGREED** as follows:-

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

**2. ACCESSION**

The New Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

**3. SECURITY**

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of first legal mortgage shall be the Land referred to in Schedule 1 (*Land*);
- 3.2 the Shares charged shall include the Shares referred to in Schedule 2 (*Shares*);
- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 3 (*Assigned Insurances*);

3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 4 (*Assigned Contracts*); and

3.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 5 (*Assigned Accounts*).

**4. CONSENT OF EXISTING CHARGORS**

The Parent by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

**5. EFFECT ON DEBENTURE**

5.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.

5.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

**6. GOVERNING LAW**

This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed.

**SCHEDULE 1**

**LAND**

None as at the date of the this Deed.

**SCHEDULE 2**

**SHARES**

None as at the date of this Deed.

**SCHEDULE 3**  
**ASSIGNED INSURANCES**

Chargor	Insurer	Policy number
The Wine Studio Limited	AIG Insurance UK Limited	[REDACTED]
The Wine Studio Limited	Allianz Global Corporate and Specialty SE	[REDACTED]
The Wine Studio Limited	AIG Europe Limited	[REDACTED]
The Wine Studio Limited	AIG Europe Limited	[REDACTED]
The Wine Studio Limited	Allianz Insurance Plc	[REDACTED]
The Wine Studio Limited	Lloyds Syndicates SJC & ARK	[REDACTED]



**SCHEDULE 4**

**ASSIGNED CONTRACTS**

None as at the date of this Deed.

**SCHEDULE 5**

**ASSIGNED ACCOUNTS**

None as at the date of this Deed.

SIGNATURE PAGES

EXECUTED as a Deed by THE WINE )  
STUDIO LIMITED )  
acting by ICA-Humphreys, a Director, )  
in the presence of:- )

[Redacted signature]

Signature of witness: [Redacted] Director

Name of witness: Ashley Jackson

Address: [Redacted]

Occupation: [Redacted]

Address: [Redacted]

Facsimile number [Redacted]

**The Parent**

EXECUTED (but not delivered  
until the date hereof) AS A DEED  
by CONVIVALITY PLC  
acting by, C.A. Humphreys  
a Director, in the presence of:-

)  
)  
)  
)

[Redacted]

Signature of witness: [Redacted] Director

Name of witness: Ashley Jackson

Address: [Redacted]

Occupation: [Redacted]

**The Security Agent**

**SIGNED for and on behalf of            )**  
**THE ROYAL BANK OF SCOTLAND PLC    )**