



Registration of a Charge

Company name: **BIBENDUM WINE LIMITED**

Company number: **02218928**

Received for Electronic Filing: **23/01/2017**



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Details of Charge

Date of creation: **16/01/2017**

Charge code: **0221 8928 0009**

Persons entitled: **BARCLAYS BANK PLC (AS SECURITY AGENT)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

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: 2218928

Charge code: 0221 8928 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2017 and created by BIBENDUM WINE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2017 .

Given at Companies House, Cardiff on 24th January 2017

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

DATED 16 JANUARY 2017

- (1) BIBENDUM WINE LIMITED (AS CHARGOR)
- (2) BARCLAYS BANK PLC (AS SECURITY AGENT)

SUPPLEMENTAL DEBENTURE



Pinsent Masons

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THIS DEED is made on 16 JANUARY

2017

BETWEEN:-

- (1) **BIBENDUM WINE LIMITED** a company incorporated in England and Wales with registered number 02218928 whose registered office is at Weston Road, Crewe, Cheshire, CW1 6BP (the "Chargor"); and
- (2) **BARCLAYS BANK PLC** as agent and trustee for itself and each of the Secured Finance Parties (the "Security Agent").

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

Words and expressions defined or whose interpretation is provided for in the Debenture have the same meanings in this Deed and in addition in this Deed:-

- | | |
|------------------------------------|--|
| "Debenture" | means a debenture dated 9 October 2015 made between (among others) Conviviality Plc and the Security Agent |
| "Further Assigned Accounts" | means the accounts described in Schedule 1 (<i>Further Assigned Accounts</i>) |
| "Parties" | means the parties to this Deed |

1.2 Interpretation

The principles of interpretation set out in clause 1.3 (*Interpretation*) of the Debenture apply to this Deed insofar as they are relevant to it.

1.3 Acknowledgement

The Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Secured Finance Parties who shall be entitled to the full benefit of this Deed.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.5 Third party rights

The provisions of clause 1.7 (*Third party rights*) of the Debenture apply to this Deed as they apply to the Debenture.

2. CREATION OF SECURITY

2.1 Assignment

As a continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns absolutely in favour of the Security Agent, subject to the right of redemption on payment and discharge of the Secured Liabilities, all its right, title and interest from time to time in and to the Further Assigned Accounts, together with all Related Rights.

3. **DEBENTURE**

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the 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.

4. **NOTICE OF ASSIGNMENT**

The Chargor shall on the date of this Deed deliver to the Security Agent (or procure delivery of) Notices of Assignment substantially in the form set out in schedule 9 to the Debenture and shall use its reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Assignment is addressed

5. **Effect on debenture**

The Debenture shall continue in full force and effect as supplemented by this Deed.

6. **FURTHER PROVISIONS**

The provisions of clauses 26 (*Notices*), 25.4 (*Counterparts*), 27 (*Governing law*) and 28 (*Enforcement*) of the Debenture apply to this Deed as they apply to the Debenture.

EXECUTED AND DELIVERED AS A DEED by the Chargor and executed by the Security Agent on the date set out at the beginning of this Deed.

SCHEDULE 1

Account Name	Account Number	Account Bank	Sort Code
Bibendum Sterling	██████████	RBS Invoice Finance Limited	██████████
Bibendum Euro	██████████	RBS Invoice Finance Limited	██████████

CHARGOR

EXECUTED as a Deed
by **BIBENDUM WINE LIMITED**

acting by:-

)
)
)
)
)

Director

in the presence of:-

Signature of witness:

Name of witness:

Address:

Occupation:

SECURITY AGENT

SIGNED for and on behalf of
BARCLAYS BANK PLC

)
)

