



Registration of a Charge

Company name: **MAJESTIC WINE WAREHOUSES LIMITED**

Company number: **01594599**



X9CP6VL7

Received for Electronic Filing: **01/09/2020**

Details of Charge

Date of creation: **01/09/2020**

Charge code: **0159 4599 0041**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating 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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1594599

Charge code: 0159 4599 0041

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2020 and created by MAJESTIC WINE WAREHOUSES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2020 .

Given at Companies House, Cardiff on 2nd September 2020

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 1 September 2020

MAJESTIC WINE WAREHOUSES LIMITED
as Chargor

WELLS FARGO CAPITAL FINANCE (UK) LIMITED
as Security Trustee

Supplemental Fixed Charge

Morgan Lewis

Condor House
5-10 St. Paul's Churchyard
London EC4M 8AL
Tel. +44 (0)20 3201 5000
Fax: +44 (0)20 3201 5001
www.morganlewis.com

THIS SUPPLEMENTAL FIXED CHARGE is dated 1 September

2020

BETWEEN:

- (1) **MAJESTIC WINE WAREHOUSES LIMITED** of 7 Clarges Street, London, United Kingdom, W1J 8AE (registered in England and Wales with company number 01594599) (the **Chargor**); and
- (2) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** (registered in England and Wales with company number 2656007) (the **Security Trustee**).

BACKGROUND:

- (A) The parties to this Supplemental Fixed Charge (the **Parties**) are party to a debenture dated 10 December 2019 (the **Debenture**) in connection with a facility agreement dated 10 December 2019 between the Parties as amended and/or restated from time to time (the **Facility Agreement**).
- (B) The Security Trustee has requested that the Chargor enters into this Supplemental Fixed Charge. The Chargor has agreed to enter into this Supplemental Fixed Charge by way of further assurance to the Security Trustee.
- (C) The Parties intend that this Supplemental Fixed Charge take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

1. Definitions and Interpretation

1.1 Terms defined in the Debenture have the same meaning when used in this Supplemental Fixed Charge unless the context requires otherwise.

1.2 In this Supplemental Fixed Charge:

Book Debts means:

- (a) all book and other debts in existence from time to time (including any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including any related agreements, documents, rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Property means the property, assets, undertaking and rights for the time being comprised in or subject to the Security Interests created by this Supplemental Fixed Charge.

Controlled Account means the following bank account:

Account Holder	Account Number	Sort Code	Bank Details
Majestic Wine Warehouses Limited			Barclays Bank PLC 5a Marylebone High Street Marylebone London W1U 4NF

First Supplemental Fixed Charge means the supplemental fixed charge dated 30 June 2020 granted by the Chargor in favour of the Security Trustee.

Secured Liabilities means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, or in any other capacity whatsoever, of each Obligor (as defined in the Facility Agreement) to:

- (a) the Finance Parties under the Finance Documents (as defined in the Facility Agreement); and
- (b) each Bank Product Provider under any Bank Product Agreement (in each case, as defined in the Facility Agreement).

1.3 The provisions of clause 1.2 (*Construction*) of the Debenture shall apply to this Supplemental Fixed Charge with such consequential changes as may be required.

1.4 Each of the charges in Clause 2 (*Fixed and Floating Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

1.5 This Supplemental Fixed Charge is supplemental to the First Supplemental Fixed Charge.

2. Fixed and Floating Security

2.1 The Chargor, as security for the payment and performance of the Secured Liabilities charges in favour of the Security Trustee:

- (a) by way of a first fixed charge all of its right, title and interest (if any) in and to the Controlled Account and all monies standing to the credit of the Controlled Account and the debts represented by them;
- (b) by way of a first fixed charge its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor (but excluding to the extent effectively charged to the Security Trustee pursuant to Clause 2.1(a), the Controlled Account and any amounts standing to the credit thereof); and
- (c) by way of first floating charge the Controlled Account and the Book Debts not otherwise effectively charged by way of fixed charge by Clauses 2.1(a) and (b) above.

3. Undertakings

3.1 Negative Pledge

The Chargor shall not:

- (a) create or permit to subsist any Security Interest (as defined in the Facility Agreement) of whatsoever nature on any Charged Property other than a Permitted Security Interest (as defined in the Facility Agreement); or
- (b) sell, transfer, grant, lease or otherwise dispose of any Charged Property, other than any sale, lease, transfer or other disposal permitted by clause 23.11 (*Disposals*) of the Facility Agreement.

3.2 Controlled Account Agreement

On execution of this Supplemental Fixed Charge, the Chargor shall deliver a Controlled Account

Agreement duly executed by the Chargor and the Account Bank for the Controlled Account.

4. Debenture Provisions

To the extent not set out in this Supplemental Fixed Charge, the provisions of the Debenture shall apply to this Supplemental Fixed Charge and the Debenture and this Supplemental Fixed Charge shall be read and construed as one to the extent that references in the Debenture to “this Deed” shall be deemed to include this Supplemental Fixed Charge.

5. Counterparts

This Supplemental Fixed Charge may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Fixed Charge.

6. Governing Law

This Supplemental Fixed Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with English law.

7. Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Fixed Charge (including a dispute regarding the existence, validity or termination of this Supplemental Fixed Charge) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 7 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

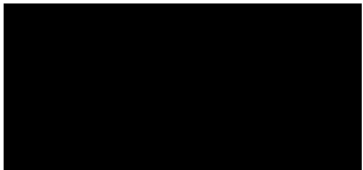
This Supplemental Fixed Charge has been entered into as a deed on the date stated at the beginning of this Supplemental Fixed Charge.

SIGNATORIES

The Chargor

Executed as a deed by
MAJESTIC WINE WAREHOUSES LIMITED

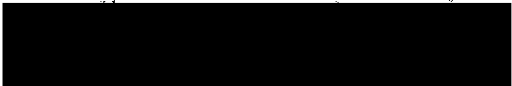
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Director

In the presence of:

Signature of witness



Name

A G RAYALL

Address



Occupation

PLACEMENT AGENT

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

