

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. It must be
scanned and placed on the public record. **Do not send the original**



A3YNVT09

A05

08/01/2015

#192

COMPANIES HOUSE

For official use

1 Company details

Company number 03699814 ✓
Company name in full Halewood International Holdings PLC ✓

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 06/01/2015 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds Bank PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

None

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge

PETER CURRIE
SOLICITOR
SPECIAL EXPERT

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Lorraine Boyle

Company name Lloyds Bank Plc

Address 5th Floor

110 St Vincent street

Post town Glasgow

County/Region Strathclyde

Postcode G 2 5 E R

Country UK

DX DX 554160 Glasgow 53

Telephone 0845 835 8025



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3699814

Charge code: 0369 9814 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2015 and created by HALEWOOD INTERNATIONAL HOLDINGS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th January 2015.

A handwritten signature, possibly 'DX', in black ink.

Given at Companies House, Cardiff on 16th January 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS DEED OF ADMISSION is made the 6TH day of JANUARY 20 15
BETWEEN

- (1) THE SEVERAL COMPANIES specified in Part I of the schedule hereto (the "Existing Companies")
- (2) THE COMPANY specified in Part II of the schedule hereto (the "Further Company")
- (3) LLOYDS TSB BANK PLC (the "Bank")

SUPPLEMENTAL to an omnibus guarantee and set-off agreement dated 26th May 2000 and made between the companies named in Part III of the schedule (1) and the Bank (2) as supplemented by deeds dated 20th June 2000, 25th May 2001, 22nd March 2005, 11th May 2006 and 23rd May 2008 (the said omnibus guarantee and set-off agreement as so supplemented is hereinafter referred to as the "Principal Deed")

NOW THIS DEED WITNESSETH as follows.

- 1 IN so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein
- 2 THE PARTIES HERETO HEREBY AGREE that the Further Company shall be included within the expression "Companies" and "Principal" for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing)
 - (a) the Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand
 - (i) all money and liabilities whether certain or contingent now or hereafter due, owing or incurred to the Bank by any one or more of the Existing Companies anywhere whether on any current or other account or otherwise in any manner whatsoever (except any money or liabilities due, owing or incurred by any such Existing Company as guarantor for the Further Company) whether alone or jointly with any other person, firm or corporation and in whatever style name or form and whether as principal or surety including.
 - (1) in the case of any liquidation or administration of any such Existing Company, all sums which would at any time have been due owing or incurred to the Bank by such Existing Company if such liquidation or administration had commenced at the time when the Bank receives actual notice thereof and notwithstanding such liquidation or administration, and
 - (2) in the event of the discontinuance by any means of the Guarantee in respect of any Existing Company all cheques drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company on the Bank or its agents and purporting to be dated on or before the date upon which such discontinuance becomes known to the Bank although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective and all liabilities of such Existing Company to the Bank at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company, and
 - (ii) interest on all such money and liabilities to the date of payment, and

- (iii) commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered for such liabilities together with interest on each such sum from the date that the same was incurred or fell due to the date of payment,

PROVIDED THAT the liability of the Further Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

- (b) each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand
 - (i) all money and liabilities whether certain or contingent now or hereafter due owing or incurred to the Bank anywhere on any current or other account or in any manner whatsoever from or by the Further Company whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety including
 - (1) in the case of the liquidation or administration of the Further Company all sums which would at any time have been due owing or incurred to the Bank by the Further Company if such liquidation or administration had commenced at the time when the Bank receives actual notice thereof and notwithstanding such liquidation or administration, and
 - (2) in the event of the discontinuance by any means of this Guarantee in respect of the Further Company all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of the Further Company on the Bank or its agents and purporting to be dated on or before the date upon which such discontinuance becomes known to the Bank although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective and all liabilities of the Further Company to the Bank at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for the Further Company,
 - (ii) interest on all such money and liabilities to the date of payment, and
 - (iii) commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered for such liabilities together with interest on each such sum from the date that the same was incurred or fell due to the date of payment,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed

- (c) the Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien or similar right (if any) to which the Bank as bankers may be entitled by law, the Bank may at any time and without notice to the Further

Company the Existing Companies or any of them combine or consolidate all or any of the then existing accounts of the Further Company and the Existing Companies or any of them (including any accounts held in the Bank's name re the liabilities of the Further Company and the Existing Companies or any of them to the Bank) with all or any of the liabilities of the Further Company and the Existing Companies or any of them to the Bank (whether such liabilities be actual or contingent primary or collateral and several or joint and whether such accounts or liabilities be denominated in Sterling and/or in a currency or currencies other than Sterling) and/or set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Further Company and the Existing Companies or any of them to the Bank on any other account or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint and whether such accounts or liabilities be denominated in Sterling and/or in a currency or currencies other than Sterling and such credit balance(s) shall be held by the Bank as security for all such liabilities

- 3 ALL the covenants provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the moneys and liabilities thereby secured contained in clause 2 thereof, but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the set-off arrangements hereby constituted and the guarantees hereby provided as if the Further Company had been one of the Companies parties to the Principal Deed

IN WITNESS whereof this deed has been signed or sealed by the Existing Companies and the Further Company and has been delivered upon its being dated in the case of the Existing Companies other than the Parent for and on its behalf by the Parent pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Parent dated 22nd March 2005 appointing any two directors or one director and the company secretary for this purpose in accordance with section 74(4) of the Law of Property Act 1925 and all other powers thereto enabling it

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

For and on behalf of Lloyds Bank plc

Date 7/1/15

Lloyds Bank Plc
Mid Market Securities
5th Floor
110 St Vincent Street
Glasgow
G2 5ER

PETER CURRIE
TECHNICAL EXPERT

THE SCHEDULEPART I - The Existing Companies

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Halewood International Holdings PLC	3699814	The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool L36 6AD
The Old Roberttown Spirit & Blending Company Limited (formerly Corby Vintners Limited) <i>Company Dissolved</i>	1323561	The Sovereign Distillery, Huyton Business Park, Wilson Road, Liverpool, Merseyside, L36 6AD
Halewood International Trademarks Limited (formerly known as Halewood International Limited)	1360434	The Sovereign Distillery, Huyton Business Park, Wilson Road, Liverpool, Merseyside, L36 6AD
Lambrini Limited	3920385	The Sovereign Distillery, Huyton Business Park, Wilson Road, Liverpool, Merseyside, L36 6AD
Halewood International Marketing Limited	3861237	The Sovereign Distillery, Huyton Business Park, Wilson Road, Liverpool, Merseyside, L36 6AD
Red Square Beverages Limited	3920408	The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool, Merseyside, L36 6AD
Caribbean Twist Limited <i>Company Dissolved</i>	3920388	The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool, Merseyside, L36 6AD
Halewood International Brands Limited	3896214	The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool, Merseyside, L36 6AD
Halewood International Limited (formerly known as Halewood International Production Limited)	3920410	The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool, Merseyside, L36 6AD

Vintage Wine & Spirits Limited (formerly Classic Wines & Spirits Limited) <i>Company Dissolved</i>	1826193	The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool, United Kingdom, L36 6AD
Vintage Drinks Limited (formerly Classic Drinks Limited) <i>Company Dissolved</i>	4141132	12-14 Carlton Place, Southampton, Hampshire, SO15 2EA
Halewood International Holdings (Overseas) Ltd	✓ 3731605	The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool, Merseyside, L36 6AD
Halewood International Holdings (UK) Ltd	✗ 3374741	The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool, Merseyside, L36 6AD
Golding, Hoptroff & Co Limited <i>Company Dissolved</i>	299382	The Sovereign Distillery, Huyton Business Park, Wilson Road, Liverpool, Merseyside, L36 6AD.
Halewood International Properties Limited	✗ 02516305	The Sovereign Distillery, Huyton Business Park, Wilson Road, Liverpool, Merseyside, L36 6AD.

PART II - The Further Company

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
H&A Prestige Bottling Limited	01762466	The Winery Ackhurst Road Ackhurst Business Park Chorley PR7 1NH

PART III - Companies party to the original Omnibus Guarantee and Set-off Agreement

<u>Name</u>	<u>Company Number</u>
Halewood International Holdings PLC	3699814
Chalie, Richards & Company Limited	1323561
Halewood International Limited	1360434
Lambrini Limited	3920385
Halewood International Marketing Limited	3861237
Red Square Beverages Limited	3920408
Caribbean Twist Limited	3920388
Halewood International Brands Limited	3896214
Halewood International Production Limited	3920410

SIGNED as a deed by **H&A Prestige Bottling Limited**

..... 1)
 acting by its Director)
 MICHAEL LUDINGTON 2)
 and its Director/)
 Secretary*)
 PETER HORSFALL 2)
 in the presence of)

Witness:)

Address)

Occupation)

SIGNED as a deed by **Halewood International Holdings PLC**

acting by its Director)
 ANDREW SMALLMAN 2)
 and its Director/)
 Secretary*)
 PETER HORSFALL 2)
 in the presence of)

Witness.)

Address)

Occupation)

SIGNED as a deed by the Existing)
 Companies other than)
Halewood International Holdings PLC)
 acting by **Halewood International Holdings**)
PLC)
 their duly authorised attorney)

in the presence of)
)
)
 Witness: MICHAEL LUDINGTON)
 Address)
)
 Occupation DIRECTOR)

acting by its)
 Director ANDREW 4)
 SMALLMAN)

Director)

- Notes
- 1 insert name of the company which is the attorney
 - 2 insert full names of the Director and Director/Secretary of the attorney company who are to sign
 - 3 signatures should appear here
 - 4 insert the full names of the Director who has been appointed to exercise the power of attorney
- * Delete as applicable