

MR01

Particulars of a charge

714066-23

Oyez



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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.gov.uk/companieshouse

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. This must be scanned and placed on the public record. **Do not send the original.**



LD3 *L7F75D99* 25/09/2018 #164
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 6 0 4 7 4 9 4 ✓

Company name in full Avalon Cellars Two Limited ✓

For official use

4

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 01 04 20 09 21 08

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 Credit Suisse International as Security Agent

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.

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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 nil	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement 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. <input type="checkbox"/>	 This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X Weil, Gotschal & Manges (London) LLP X This form must be signed by a person with an interest in the charge.	

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

Chris Sheppard

Company name

Weil Gotshal and Manges (London) LLP

Address

110 Fetter Lane

Post town

London

County/Region

Postcode

E C 4 A 1 A Y

Country

UK

DX

Telephone

0207 903 1062



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6047494

Charge code: 0604 7494 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2018 and created by AVALON CELLARS TWO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th September 2018.

Given at Companies House, Cardiff on 1st October 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEBENTURE ACCESSION DEED

THIS ACCESSION DEED is dated 14 September 2018 and made between:

- (1) **ACCOLADE WINES LIMITED**, a company incorporated in England and Wales with registered number 00137407 ("AWL");
 - (2) **ACCOLADE BRANDS EUROPE LIMITED**, a company incorporated in England and Wales with registered number 05586122;
 - (3) **AVALON CELLARS TWO LIMITED**, a company incorporated in England and Wales with registered number 06047494;
 - (4) **ACCOLADE WINES EUROPE NO. 2 LIMITED**, a company incorporated in England and Wales with registered number 02715046;
- (the "Additional Chargors");
- (5) **AMPHORA FINANCE LIMITED**, a company incorporated in England and Wales with registered number 11267789 (the "Company"); and
 - (6) **CREDIT SUISSE INTERNATIONAL** as agent and security agent for itself and each of the Secured Parties (the "Security Agent").

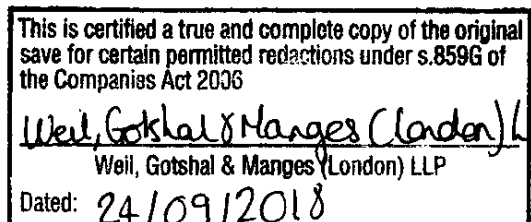
1 BACKGROUND

- (A) This Accession Deed is supplemental to a debenture dated 6 April 2018 between, amongst others, the Company, Amphora Intermediate II Limited and Amphora Australia Holdings Limited as original chargors and the Security Agent, as amended by a deed of amendment to debenture and waiver from the Security Agent to the Company dated 16 April 2018 (the "**Debenture**"). This Accession Deed shall take effect as an Accession Deed for the purpose of the Debenture.
- (B) The board of directors of each Additional Chargor is satisfied that entering into this Accession Deed would be most likely to promote the success of that Additional Chargor for the benefit of its members as a whole and to the further benefit and advantage of that Additional Chargor.
- (C) The Security Agent and the Additional Chargors intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (D) The Security Agent holds the benefit of this Accession Deed for the Secured Parties on the terms of the Finance Documents.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

Terms defined in the Debenture have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.



Samantha Shorter

2.2 Construction

- (a) The provisions in clauses 1.2 (*Incorporation of defined terms*) to 1.6 (*Intercreditor Agreement*) of the Debenture apply to this Accession Deed, except that references to the Debenture shall be construed as references to this Accession Deed.
- (b) The Debenture shall remain in full force and effect as supplemented by this Accession Deed.
- (c) The Debenture and this Accession Deed shall be read together as one instrument on the basis that references in the Debenture to “**this Deed**” will be deemed to be references to the Debenture as supplemented by this Accession Deed.

3 ACCESSION OF ADDITIONAL CHARGOR

3.1 Accession

- (a) Each Additional Chargor agrees to become an Additional Chargor pursuant to clause 27 (*Additional Chargors*) of the Debenture, and to be bound by all the terms of the Debenture as an Additional Chargor, except for the provisions of clause 2.1 (*Creation of Security*) of the Debenture.
- (b) Any security created under the Debenture shall be in accordance with Clause 3.2 (*Creation of Security Interest*) below.

3.2 Creation of Security Interests

Subject to clause 2.6 (*Excluded assets*) of the Debenture and Clause 4.4 (*Limitation*) below, each Additional Chargor, with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Security Agent:

- (a) by way of first fixed charge, all its Bank Accounts (including, those described in Schedule 1 (Bank Accounts) of this Deed);
- (b) by way of first fixed charge, all its Receivables;
- (c) by way of first equitable mortgage, all its Shares;
- (d) by way of first floating charge, all its undertaking and all its assets, both present and future (including assets expressed to be mortgaged, charged or assigned under this Clause 3.2).

3.3 Ranking

The floating charge created by each Additional Chargor under Clause 3.2 (*Creation of Security Interests*) ranks:

- (a) behind all the mortgages, fixed charges and assignments created by that Additional Chargor; but
- (b) in priority to any other Security over the Security Assets of that Additional Chargor except for Security ranking in priority in accordance with paragraph (g) of Schedule 2 (*Rights of Recoveries*) of the Debenture.

4 UNDERTAKINGS

4.1 Undertaking to pay

Subject to any limits on its liability specifically recorded in the Finance Documents, each Additional Chargor shall pay each of the Secured Obligations when due in accordance with its terms.

4.2 Negative pledge

No Additional Chargor shall create or permit to subsist any Security or Quasi Security over any Security Asset, except as permitted by the Finance Documents or with the prior written consent of the Security Agent (acting in accordance with the Intercreditor Agreement).

4.3 Disposals

No Additional Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Security Asset, except as permitted by the Finance Documents.

4.4 Limitation

In accordance with paragraph 1(b)(xxiv) of Schedule 10 (*Agreed Security Principles*) of the Senior Secured Facility Agreement, notwithstanding any term in the Debenture and/or this Accession Deed, for so long as the memorandum of understanding entered into with the UK pensions trustee in 2011 remains in force, any Transaction Security granted by AWL in accordance with the Debenture, this Accession Deed or any other Finance Document (i) only secures the Secured Obligations of AWL and its Australian affiliates; and (ii) the aggregate amount of all Transaction Security granted by AWL and its Australian affiliates, shall be limited to a maximum amount of £80,000,000.

5 DESIGNATION

In accordance with the Debenture, each of the Security Agent and the Company designate this Accession Deed as a Finance Document.

6 GOVERNING LAW

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

This Accession Deed has been delivered on the date stated at the beginning of this Accession Deed.

EXECUTED as a deed
by **ACCOLADE WINES LIMITED**
acting by

Anthony Wood

Director

(Signature of Director)

in the presence of:

(Signature of witness)

Name:

Michelle Wooldridge

Address:

Occupation: Legal Assistant

EXECUTED as a deed
by ACCOLADE BRANDS EUROPE LIMITED
acting by

Anthony Wood

Director

(Signature of Director)

in the presence of:


Name:

Michelle Wooldridge

Address:

Occupation:

Legal Assistant

EXECUTED as a deed
by AVALON CELLARS TWO LIMITED
acting by 

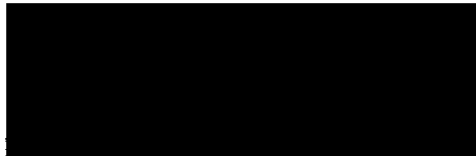
Anthony Wood
Director


.....
(Signature of Director)


in the presence of:

Name: *Michelle Wooldridge*

Address:



Occupation: *Legal Assistant*


.....
(Signature of witness)

EXECUTED as a deed
by ACCOLADE WINES EUROPE NO. 2
LIMITED

acting by

Anthony Wood

Director

(Signature of Director)

in the presence of:

Name: Michelle Wooldridge

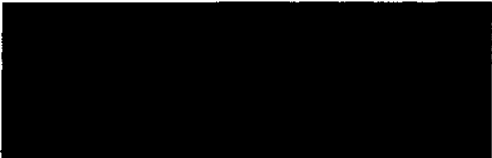
Address:

Occupation: Legal Assistant

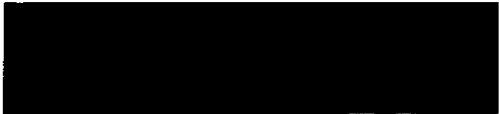
EXECUTED as a deed
by **AMPHORA FINANCE LIMITED**
acting by

Karen M. McMonagle

Director


(Signature of Director)

in the presence of:


(Signature of witness)

Name: Monique A. Sands

Address: 1001 Pennsylvania Ave NW

Suite 220 South

Washington, DC 20004

Occupation: Fund Assistant

EXECUTED as a deed
by CREDIT SUISSE INTERNATIONAL

as Agent

acting by

[Redacted Signature]

[Redacted Signature]

Steve Martin
Vice President

and Credit
and Vice President
Credit Suisse

Director

.....
(Signature of Director)

in the presence of:

.....
(Signature of witness)

Name: *FÁTIMA ALMEIDA*

Address: *ONE CABOT SQUARE
LONDON E14 4QT
UNITED KINGDOM*

Occupation: *BANKER*

EXECUTED as a deed
by CREDIT SUISSE INTERNATIONAL
as Security Agent
acting by



Steve Martin
Vice President



Credit Suisse International
London, United Kingdom

Director

.....
(Signature of Director)



in the presence of:



.....
(Signature of witness)

Name: *FATIMA ALMEIDA*

Address: *ONE CABOT SQUARE
LONDON E14 4QJ
UNITED KINGDOM*

Occupation: *BANKER*

SCHEDULE 1
BANK ACCOUNTS

Entity	Bank	Sort Code	Account No.	Name of Account
Accolade Wines Limited	HSBC plc			Accolade Wines Limited

SCHEDULE 2
SHARES

Name of Issuer	No. and Type of Shares
Accolade Wines Limited	2,872,000 ordinary shares of £1 each
Accolade Brands Europe Limited	101 ordinary shares of £1 each
Avalon Cellars Two Limited	3,410,010 ordinary shares of £1 each