



**Registration of a Charge**

Company name: **MATTHEW CLARK (HOLDINGS) LIMITED**

Company number: **06133835**



X411SHSH

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

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**Details of Charge**

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

Charge code: **0613 3835 0003**

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: 6133835

Charge code: 0613 3835 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2015 and created by MATTHEW CLARK (HOLDINGS) 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) **MATTHEW CLARK (HOLDINGS) LIMITED** (company number 06133835) (the "New Chargor"), a company incorporated in England or Wales whose registered office is at Accolade House The Guildway, Old Portsmouth Road, Guildford, Surrey, GU3 1LR;
- (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.  
DIAP.
- (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 at the date of this Deed.

**SCHEDULE 2****SHARES**

<b>Name of Company</b>	<b>Description and Number of Shares</b>	<b>Name of Shareholder</b>
The Wine Studio Limited	1 ordinary share of £1.00	Matthew Clark (Holdings) Limited
Matthew Clark Wholesale Limited	3,000,002 ordinary shares of £1.00 each	Matthew Clark (Holdings) Limited

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

<b>Chargor</b>	<b>Insurer</b>	<b>Policy number</b>
Matthew Clark (Holdings) Limited	AIG Insurance UK Limited	[REDACTED]
Matthew Clark (Holdings) Limited	Allianz Global Corporate and Specialty SE	[REDACTED]
Matthew Clark (Holdings) Limited	AIG Europe Limited	[REDACTED]
Matthew Clark (Holdings) Limited	AIG Europe Limited	[REDACTED]
Matthew Clark (Holdings) Limited	Allianz Insurance Plc	[REDACTED]
Matthew Clark (Holdings) Limited	Lloyds Syndicates SJC & ARK	[REDACTED]
Matthew Clark (Holdings) Limited	AIG Europe Limited	[REDACTED]



**SCHEDULE 4**

**ASSIGNED CONTRACTS**

None at the date of this Deed.

**SCHEDULE 5**

**ASSIGNED ACCOUNTS**

Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Matthew Clark (Holdings) Limited	[REDACTED]	Barclays Bank PLC	Barclays 1 Churchill Place London E14 5HP Sort Code: [REDACTED]

SIGNATURE PAGES

EXECUTED as a Deed by MATTHEW )  
CLARK (HOLDINGS) LIMITED )  
acting by [C.A. Humphreys], a Director, )  
in the presence of:- )

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 CONVIVIALITY 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]  
[REDACTED]  
[REDACTED]

Occupation: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**The Security Agent**

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