



Registration of a Charge

Company name: **QUINTESSENTIAL SPIRITS UK LIMITED**

Company number: **07723026**

Received for Electronic Filing: **04/03/2021**



X9ZKRJO2

Details of Charge

Date of creation: **03/03/2021**

Charge code: **0772 3026 0001**

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

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

MORGAN, LEWIS & BOCKIUS UK LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7723026

Charge code: 0772 3026 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2021 and created by QUINTESSENTIAL SPIRITS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2021 .

Given at Companies House, Cardiff on 5th March 2021

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 OF ACCESSION is dated 3 March 2021

BETWEEN:

- (1) **QUINTESSENTIAL SPIRITS UK LIMITED** (registered in England and Wales with company number 07723026) (the “New Chargor”);
- (2) **QUINTESSENTIAL BRANDS UK HOLDINGS LIMITED** (registered in England and Wales with company number 7604265) (the “Company”) for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below); and
- (3) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** (registered in England and Wales with company number 2656007) (the “Security Trustee”).

BACKGROUND:

- (A) The Company and others as Chargors entered into a deed of debenture dated 17 December 2020 (as supplemented and amended from time to time, the “Debenture”) in favour of the Security Trustee.
- (B) The New Chargor has at the request of the Company and in consideration of the Security Trustee continuing to make facilities available to the relevant Obligors (as defined in the Debenture) and after giving due consideration to the terms and conditions of the Finance Documents (as defined in the Debenture) and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Security Trustee intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

1. Terms defined in and definitions incorporated in, the Debenture have the same meaning when used in this Deed.
2. The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor 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 the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
3. The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
4. The New Chargor, as security for the payment and performance of the Secured Liabilities, grants to the Security Trustee the assignments, charges, mortgages and other Security Interests described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security Interests shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other

Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.

5. The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:
 - (a) “this Deed” and similar phrases shall be deemed to include this Deed;
 - (b) “Schedule 2” shall be deemed to include a reference to Part I of the Schedule to this Deed;
 - (c) “Schedule 4” shall be deemed to include a reference to Part II of the Schedule to this Deed;
 - (d) “Schedule 5” shall be deemed to include a reference to Part III of the Schedule to this Deed;
 - (e) “Schedule 6” shall be deemed to include a reference to Part IV of the Schedule to this Deed;
 - (f) “Schedule 7” (Part I) shall be deemed to include a reference to Part V(a) of the Schedule to this Deed; and
 - (g) “Schedule 7” (Part II) shall be deemed to include a reference to Part V(b) of the Schedule to this Deed.
6. The parties agree that the bank accounts of the New Chargor specified in Part V of the Schedule to this Deed (if any) shall be designated as Other Accounts for the purposes of the Debenture.
7. Without prejudice to Clauses 2 and 3 above, the provisions of Clause 4.3 (*Scottish Group Shares*) of the Debenture are incorporated *mutatis mutandis* into this Deed.
8. The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
9. Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in Clause 1.2(f) of the Debenture:
 - (a) charges to the Security Trustee by way of first legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (*Mortgaged Property*) to the Debenture and/or Part I of the Schedule to this Deed;
 - (b) mortgages and charges and agrees to mortgage and charge to the Security Trustee by way of first mortgage all of the stocks, shares and other securities (if any) brief descriptions of which are specified in Part II of the Schedule to this Deed (which shall from today's date form part of the Group Shares for the purposes of the Debenture);
 - (c) mortgages and charges and agrees to mortgage and charge to the Security Trustee the same to be a security by way of a first mortgage all of its right, title and interest in and to the Equipment (if any) brief descriptions of which are specified in Part III of the Schedule to this Deed (which shall from today's date form part of the Specified Equipment for the purposes of the Debenture), the same to be a security by way of a

first legal mortgage and all spare parts and replacements for and all modifications and additions to such Specified Equipment; and

- (d) charges to the Security Trustee by way of first fixed charge its Intellectual Property (if any) specified in Part IV of the Schedule to this Deed (which shall from today's date form part of the Scheduled Intellectual Property of the Chargors for the purposes of the Debenture).
10. The New Chargor as security for the payment and performance of the Secured Liabilities hereby charges and grants in favour of the Security Trustee by way of a floating charge over and grants a Security Interest upon:
- (a) all its other assets and undertaking not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 9 above;
 - (b) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both present and future) located in Scotland or otherwise governed by the laws of Scotland; and
 - (c) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both present and future) located outside of England, Wales and Scotland or otherwise governed by the laws of such other jurisdiction.
11. Without prejudice to Clauses 2 and 3 above, the provisions of Clause 3.2 (*Conversion by Notice*) to 3.6 (*Provisions relating to the Floating Charge in relation to Scotland*) of the Debenture are incorporated into this Deed and shall apply, *mutatis mutandis*, to the New Chargor and the floating charge created pursuant to Clause 10 above.

This Deed and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

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

SCHEDULE TO THE DEED OF ACCESSION

Part I (Mortgaged Property)

None as at the date of this Deed.

Part II (Group Shares)

Share Details	Nominal Value	Issued
A Ordinary shares in Quintessential Brands UK Limited	£0.01	200
B Ordinary shares in Quintessential Brands UK Limited	£0.01	200

Part III (Specified Equipment)

None as at the date of this Deed.

Part IV (Scheduled Intellectual Property)

None as at the date of this Deed.

Part V (Blocked Accounts and Other Accounts)

(a) Blocked Accounts

None as at the date of this Deed.

(b) Other Accounts

None as at the date of this Deed.

SIGNATORIES

The New Chargor

Executed as a deed by
**QUINTESSENTIAL SPIRITS UK
LIMITED**

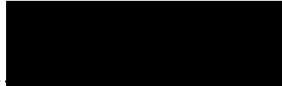
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Director

In the presence of:

Signature of witness



Name

KARIN POLLARD

Address

19 MAIN STREET, GREETHAM, RUTLAND LE15 7NS

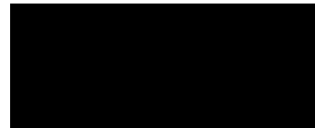
Occupation

RECRUITMENT CONSULTANT

The Company

Executed as a deed by
**QUINTESSENTIAL BRANDS UK
HOLDINGS LIMITED**
for itself and as agent for the other
Chargors party to the Debenture

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Director

In the presence of:

Signature of witness



Name

KARIN POLLARD

Address

19 MAIN STREET, GREETHAM, RUTLAND, LE15 7NS

Occupation

RECRUITMENT CONSULTANT

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:



SJ Chait
Managing Director