Companies House

MR01(ef)

Registration of a Charge

Company name: **CASTLE RUM COMPANY LTD**

Company number: **11556789**

Received for Electronic Filing: **25/11/2019**

X8IZMXRS

Details of Charge

Date of creation: **20/11/2019**

Charge code: **1155 6789 0001**

Persons entitled: **INVESTEC BANK PLC**

Brief description: **PLEASE REFER TO THE INSTRUMENT.**

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: **SHOOSMITHS LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11556789

Charge code: 1155 6789 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2019 and created by CASTLE RUM COMPANY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2019 .

Given at Companies House, Cardiff on 26th November 2019

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

Guarantee & Debenture Accession Deed

This deed is made on 20 November 2019

Between:

(1) **INVESTEC BANK PLC** (Company Number 489604) whose registered office is at 30 Gresham Street, London EC2V 7QP, United Kingdom (the **"Bank"**); and

(2) **THE COMPANIES LISTED IN SCHEDULE 1** (each a "**New Chargor**")

and is supplemental to a Guarantee and Debenture granted by Halewood International Limited, Chalie Richards & Company Limited, H&A Prestige Bottling Limited, Hall & Bramley Limited, Halewood Wines & Spirits plc, Willow Water Limited, Halewood International Marketing Limited, Halewood International Holdings (UK) Limited, Hawkshead Brewery Limited, H.J. Neill Ltd, Sadler's Brewhouse Limited, City of London Distillery Ltd, Halewood International Brands Limited, Red Square Beverages Limited, Lambrini Limited, John Crabbie & Company Limited and Aber Falls Distillery Limited in favour of the Bank on 29 November 2018 as amended, varied, and supplemented from time to time including on 29 April 2019 and as further as amended on or around the date of this deed (the "**Guarantee and Debenture**").

Now this Deed witnesses as follows:

1 **Definitions and Interpretation**

Words and expressions defined in the Guarantee and Debenture shall have the same meaning when used in this deed.

2 **Confirmation**

Each New Chargor confirms it has been supplied with a copy of the Guarantee and Debenture.

3 **Accession**

Each New Chargor hereby:

(a) covenants with the Bank for the benefit of the Bank (and the Bank's assigns, transferees and successors in title) to be bound by all the terms of the Guarantee and Debenture;

(b) grants with effect from the date of this deed, each of the mortgages, charges and assignments which are stated to be created, given or granted pursuant to the Guarantee and Debenture; and

(c) gives in favour of the Bank each of the guarantees and indemnities stated in the Guarantee and Debenture as being given by the Original Chargors,

as if the New Chargor had been a party to the Guarantee and Debenture as an Original Chargor.

4 **Security**

4.1 Without prejudice to the generality of Clause 3 of this Deed, each New Chargor charges with full title guarantee in favour of the Bank:

(a) by way of legal mortgage each property specified in Part 1 of schedule 2 hereto;

(b) by way of equitable mortgage its Real Property, other than the property or properties specified in Part 1 of schedule 2 hereto;

(c) by way of fixed charge all its Plant and Machinery listed in Part 2 of schedule 2 hereto

and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;

(d) by way of fixed charge all its Plant and Machinery other than that listed in Part 2 of schedule 2 hereto and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;

(e) by way of fixed charge all its goodwill, unpaid and/or uncalled capital;

(f) by way of fixed charge all its Intellectual Property;

(g) by way of fixed charge all its Securities, including those listed in part 3 of schedule 2 hereto;

(h) by way of fixed charge all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the New Chargor's Group;

(i) by way of fixed charge all amounts realised by an administrator or liquidator of the New Chargor upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986;

(j) by way of fixed charge all its documents of title which at any time and for any purpose have been or may be deposited with the Bank and the property mentioned in such documents;

(k) by way of fixed charge all of its Non-Vesting Receivables to the extent not effectively assigned by way of security under clause 4.2 below;

(l) by way of fixed charge all Associated Rights pertaining to its Non-Vesting Receivables;

(m) by way of fixed charge all of its Other Receivables;

(n) by way of fixed charge all Associated Rights pertaining to its Other Receivables;

(o) by way of fixed charge all monies in any account in its name under the control of or operated in accordance with the directions of the Bank;

(p) by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by way of fixed charge or assigned by way of security in favour of the Bank).

4.2 Without prejudice to the generality of Clause 3 of this Deed, the New Chargor with full title guarantee assigns and agrees to assign to the Bank by way of security all its rights, title and interest in and to:

(a) the benefits arising under the policies of insurance in which it is interested details of which are set out in Part 4 of schedule 2 hereto, and any other policies of insurance in which it may now or hereafter have an interest;

(b) its Non-Vesting Receivables; and

(c) any contracts relating to or benefitting any of the assets referred to in clause 4.1(a) to (o) above inclusive.

5 **Construction**

Save as specifically varied by virtue of the accession of each New Chargor, the Guarantee and Debenture shall continue and remain in full force and effect and this deed shall be read and construed as one with the Guarantee and Debenture so that all references to "this Deed" in the Guarantee and Debenture shall include reference to this deed.

6 **Governing Law**

This deed is governed by and construed according to English law.

In witness whereof each New Chargor and the Bank have caused this deed to be duly executed and delivered on the date appearing above.

SCHEDULE 1

NAME	REGISTERED NUMBER	REGISTERED OFFICE
Chalie Richards Craft Wines & Spirits Limited	10496851	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
Barwell & Jones Limited	06781279	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
Halewood International Trademarks Limited	01360434	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
Eldorado Drinks Limited	11390004	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
The Cornish Rum Co Ltd	10847544	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
The Bristol & Bath Distillery Limited	11609078	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
Liverpool Gin Distillery Limited	10647576	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
Brewmaster's House Limited	11716482	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
Castle Rum Company Limited	11556789	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
Formby Spirits Limited	11172225	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
Lamb & Watt Vintners Limited	02841848	The Sovereign Distillery, Wilson Road, Huyton Business Park, Huyton, Liverpool, L36 6AD
The Edinburgh and Leith Distillery Limited	SC607576	Mitchell House, Mitchell Street, Edinburgh, EH6 7BD

SCHEDULE 2

Part 1
Property

New Chargor	Short Description of Property	Title Number (if registered)

Part 2
Plant & Machinery

New Chargor	Description

Part 3
Securities

New Chargor	Company in which Securities are held	Securities held

Part 4
Insurances

New Chargor	Policy number and Insurer details	Policy Coverage

Execution

NEW CHARGORS

EXECUTED and delivered when dated as a deed by **CHALIE RICHARDS CRAFT WINES & SPIRITS LIMITED** acting by LEE TAYBURN, a director, in the presence of:

.....
Director

Witness

Signature : [redacted]

Name : N Regan

Occupation : Solicitor

Address : The Sovereign Distillery, Liverpool.

EXECUTED and delivered when dated as a deed by **BARWELL & JONES LIMITED** acting by LEE TAYBURN, a director, in the presence of:

.....
Director

Witness

Signature [redacted]

Name : Nick Regan

Occupation : Solicitor

Address : The Sovereign Distillery, Liverpool.

EXECUTED and delivered when dated)
as a deed by **HALEWOOD**)
INTERNATIONAL TRADEMARKS)
LIMITED acting by LEE TAYBURN,)
a director, in the presence of:)

..... [redacted]
Director

Witness

Signature [redacted]

Name : NICOLA FERGUSON

Occupation : SOLICITOR

Address : THE SOVEREIGN, OBSTLEY, LIVERPOOL

EXECUTED and delivered when dated)
as a deed by **ELDORADO DRINKS**)
LIMITED acting by LEE TAYBURN,)
a director, in the presence of:)

..... [redacted]
Director

Witness

Signature : [redacted]

Name : NICOLA FERGUSON

Occupation : SOLICITOR

Address : THE SOVEREIGN, OBSTLEY, LIVERPOOL,

EXECUTED and delivered when dated as a deed by **THE CORNISH RUM CO LTD** acting by LEE TAYBURN, a director, in the presence of:)

.....
Director

Witness

Signature : [redacted]

Name : NICKI FERGUSON

Occupation : SOLICITOR

Address : THE SOVEREIGN DISTILLERY, LIVERPOOL.

EXECUTED and delivered when dated as a deed by **THE BRISTOL & BATH DISTILLERY LIMITED** acting by LEE TAYBURN, a director, in the presence of:)

.....
Director

Witness

Signature : [redacted]

Name : NICKI FERGUSON

Occupation : SOLICITOR

Address : THE SOVEREIGN DISTILLERY, LIVERPOOL

EXECUTED and delivered when dated as a deed by **LIVERPOOL GIN DISTILLERY LIMITED** acting by LEE TAYBURN, a director, in the presence of:

.....
Director

Witness

Signature :

Name : Nicki Ferguson

~~Occupation~~ Address : The Screech Distillery, Liverpool

~~Address~~ Occupation : Solicitor

EXECUTED and delivered when dated as a deed by **CASTLE RUM COMPANY LIMITED** acting by LEE TAYBURN, a director, in the presence of:

.....
Director

Witness

Signature :

Name : Nicki Ferguson

Occupation : Solicitor

Address : The Screech Distillery, Liverpool

EXECUTED and delivered when dated as a deed by **FORMBY SPIRITS LIMITED** acting by LEE TAYBURN a director, in the presence of:

.....
Director

Witness

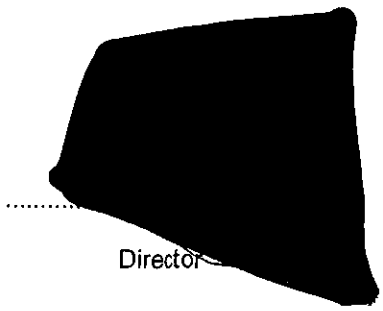
Signature :

Name : Nikki Ferguson

Occupation : Solicitor

Address : The Sovereign Dishley, Liverpool

EXECUTED and delivered when dated as a deed by **LAMB & WATT VINTNERS LIMITED** acting by LEE TAYBURN, a director, in the presence of:



.....
Director

Witness

Signature : [redacted]

Name : Nicki Ferguson.

Occupation : Solicitor.

Address : The Sovereign Distillery, Liverpool

EXECUTED and delivered when dated as a deed by **THE EDINBURGH AND LEITH DISTILLERY LIMITED** acting by LEE TAYBURN, a director, in the presence of:



.....
Director

Witness

Signature : [redacted]

Name : Nicki Ferguson,

Occupation : Solicitor

Address : The Sovereign Distillery, Liverpool

THE BANK

Executed and delivered as a deed by

INVESTEC BANK PLC

.....Attorney, and

.....Attorney

as attorneys for **INVESTEC BANK PLC** under a power of attorney dated 20 May 2019, in the presence of:

Witness:

Witness's name:

Witness's address: