



Registration of a Charge

Company Name: **S.A.BRAIN & COMPANY,LIMITED**

Company Number: **00052099**



Received for filing in Electronic Format on the: **06/06/2022**

XB5LOSOW

Details of Charge

Date of creation: **20/05/2022**

Charge code: **0005 2099 0039**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, AS SECURITY AGENT**

Brief description: **1. FREEHOLD PROPERTY BEING DARRAN, 2 ST MARY STREET, RISCA, NP11 6GU, REGISTERED WITH TITLE NUMBER WA396423, AS MORE PARTICULARLY DESCRIBED IN PART II OF SCHEDULE 1 OF THE SUPPLEMENTAL MORTGAGE; 2. FREEHOLD PROPERTY BEING DARRAN, LAND ON NORTH WEST SIDE OF 4 ST MARY STREET RISCA, NP11 6GU, REGISTERED WITH TITLE NUMBER WA132928, AS MORE PARTICULARLY DESCRIBED IN PART II OF SCHEDULE 1 OF THE SUPPLEMENTAL MORTGAGE; 3. FREEHOLD PROPERTY BEING HARBOUR INN, 31 MAIN STREET, SOLVA, PEMBROKESHIRE, REGISTERED WITH TITLE NUMBER WA517477, AS MORE PARTICULARLY DESCRIBED IN PART II OF SCHEDULE 1 TO THE SUPPLEMENTAL MORTGAGE; AND 4. EACH OF THE LEGAL AND BENEFICIAL INTERESTS HELD BY THE COMPANY IN EACH OF THE 32 OTHER FREEHOLD, LEASEHOLD AND OTHER PROPRIETARY INTERESTS LISTED IN PART II OF SCHEDULE 1 TO THE SUPPLEMENTAL MORTGAGE.**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

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: **JENNA POULTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 52099

Charge code: 0005 2099 0039

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th May 2022 and created by S.A.BRAIN & COMPANY,LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th June 2022 .

Given at Companies House, Cardiff on 8th June 2022

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**

We certify this document as a true copy of the original,
save for any material redacted pursuant to this section
859G Companies Act 2006

Eversheds Sutherland (International) LLP
31 May 2022

**Eversheds Sutherland
(International) LLP**
115 Colmore Row
Birmingham
B3 3AL
United Kingdom

T: +44 20 7497 9797
F: +44 20 7919 4919
DX 13004 Birmingham

eversheds-sutherland.com

Dated: 20 May 2022

(1) THE COMPANIES NAMED IN THIS DEED as Chargors

(2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as Security Agent

Supplemental Mortgage

relating to the debentures dated 30 September 2019, 17 April 2020 and 13 August 2021 each made between, amongst others, S.A.Brain & Company,Limited and HSBC Corporate Trustee Company (UK) Limited

This Supplemental Mortgage is made on 20 May 2022 between:

- (1) **THE COMPANIES** listed in Part I of the Schedule (together, the "**Chargors**" and each a **Chargor**"); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for the Secured Parties (the "**Security Agent**").

1. INTERPRETATION

1.1 Definitions

In this Supplemental Mortgage:

"Debentures" means each of the debentures dated 30 September 2019, 17 April 2020 and 13 August 2021 each made between, amongst others, the Chargors and the Security Agent.

"Facilities Agreement" means the senior sterling term and loan facilities agreement originally dated 30 September 2019, as amended, supplemented or otherwise modified from time to time, including as amended and restated on 17 April 2020 and 13 August 2021 and as further amended on 23 September 2021 and 14 April 2022, between, amongst others, the Chargors, the Security Agent and the Finance Parties.

"Mortgaged Property" means the Real Property listed in Part I of Schedule 2 (*Details of Charged Property: Real Property*).

"Secured Property" means the assets of the Chargors which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

1.2 Construction

In this Supplemental Mortgage:

- 1.2.1 unless a contrary indication appears, terms defined in the Facilities Agreement and the Debentures have the same meaning in this Supplemental Mortgage;
- 1.2.2 the provisions of clause 1.2 (*Construction*) of the Debentures apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:
 - 1.2.2.1 references to "this Deed" in the Debentures shall be construed as references to this Supplemental Mortgage; and
 - 1.2.2.2 references to the Real Property listed in Schedule 2 (*Details of Charged Property*) to the Debentures shall be construed as references to the Schedule to this Supplemental Mortgage; and
- 1.2.3 all provisions in the Facilities Agreement that are deemed to apply to the Debt Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

1.3 Incorporation of other terms

The terms of the other Debt Documents and of any side letters between any of the parties to this Supplemental Mortgage are incorporated into this Supplemental Mortgage to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third party rights

- 1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the

Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Mortgage.

- 1.4.2 Notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.

2. COVENANT TO PAY

The Chargors, as principal debtors and not just as surety, covenants with the Security Agent to pay or discharge the Secured Obligations in the manner provided for in the Debt Documents.

3. GRANT OF SECURITY

3.1 Mortgage

The Chargors charge by way of first legal mortgage the Mortgaged Property.

3.2 Fixed charges

The Chargors charge by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;
- 3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*); and
- 3.2.3 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property.

3.3 Assignment

The Chargors assign by way of security the Insurances listed in Part III of the Schedule (*Details of Secured Property*) together with all Associated Benefits relating to the Secured Property.

4. INCORPORATION OF PROVISIONS

The terms of the Debentures apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Part I of Schedule 2 (*Details of Charged Property: Real Property*) of the Debentures and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

- 4.1.1 references to "this Deed" in the Debentures shall be construed as references to this Supplemental Mortgage; and
- 4.1.2 references to the Real Property listed in Schedule 2 (*Details of Charged Property*) to the Debentures shall be construed as references to the Schedule to this Supplemental Mortgage.

5. RESTRICTION

The Chargors shall ensure that a restriction in the following terms is entered on the register of title of the Mortgaged Property at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 20 May 2022 in favour of

HSBC Corporate Trustee Company (UK) Limited referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Debt Documents. The Chargors shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. CONTINUATION

6.1 Except as supplemented by this Supplemental Mortgage, the Debentures will remain in full force and effect.

6.2 On and from the date of this Supplemental Mortgage:

6.2.1 this Supplemental Mortgage and the Debentures shall each be read and construed as one document and, in particular, the definition of "Secured Property" in each Debenture shall include the Secured Property; and

6.2.2 the Chargors acknowledge that references to a "Debenture" in the Facilities Agreement are references to the Debentures as supplemented by this Supplemental Mortgage.

7. COUNTERPARTS

This Supplemental Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Supplemental Mortgage.

8. GOVERNING LAW

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

9. JURISDICTION

9.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

9.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.

9.3 This Clause 9 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Supplemental Mortgage is executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.

SCHEDULE**Part I – The Chargers**

Name of Chargor	Company Number	Registered Office
S.A.Brain & Company,Limited	00052099	Dragon Brewery, Pacific Road, Cardiff, United Kingdom, CF24 5HJ
Crown Buckley Limited	02809284	97 Portmanmoor Road Industrial Estate, Cardiff, Wales, CF24 5HB
Laing Holdings Limited	03050813	97 Portmanmoor Road Industrial Estate, Cardiff, Wales, CF24 5HB
Ablemade Limited	03003067	97 Portmanmoor Road Industrial Estate, Cardiff, Wales, CF24 5HB
The Good Pub Company Limited	03202920	97 Portmanmoor Road Industrial Estate, Cardiff, Wales, CF24 5HB

Details of Secured Property**Part II – Mortgaged Property**

Pub Name	Address	Title number / Root of Title	Tenure / Interest	Legal Owner	Beneficial Owner
Darran	2 St Mary Street Risca, NP11 6GU	WA396423	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Darran	Land on north west side of 4 St Mary Street Risca, NP11 6GU	WA132928	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Harbour Inn	31 Main Street, Solva, Pembrokeshire.	WA517477	Freehold	Laing Holdings Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Old Inn	6 Swansea Road, Penllergaer, Swansea, SA4 9AQ	WA625566	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Penwig Hotel	South John Street, Newquay , Ceredigion, SA45 9NN	WA626216	Freehold	Laing Holdings Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Phoenix Inn	Gorslas, Cross Hands, Carmarthenshire, SA14 7LA	WA625484	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Pick & Shovell	17 Fothergill Street, Treforest, Pontypridd, CF37 1SG	WA819340	Freehold	The Good Pub Company Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Pontygwindy Alehouse	222 Pontygwindy Road, Caerphilly, CF83 3HR	WA561214	Freehold	The Good Pub Company Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited

Land adjoining Pontygwindy Alehouse	Pontygwindy Road, Caerphilly	Unregistered land, as evidenced in a Statutory Declaration dated 26 April 2021 executed by Charles Nicholas Brain	Freehold	The Good Pub Company Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Land adjoining Pontygwindy Alehouse	Pontygwindy Road, Caerphilly	Unregistered right, as evidenced in a Statutory Declaration dated 26 April 2021 executed by Charles Nicholas Brain	Easement	The Good Pub Company Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Ship Inn	Tresaith, Cardigan, SA43 2JL	WA750249	Freehold	Ablemade Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Tafarn Tanerdy	Penllanffos Road, Tanerdy, Carmarthen, SA31 2EZ	WA625476	Freehold	The Good Pub Company Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Thomas Arms Hotel	Thomas Street, Llanelli, Dyfed, SA15 3JF	WA625563	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Three Sisters (formerly Rhymbuck Hotel)	Mansel Terrace, Cwmbwrla, Swansea, SA5 8NN	WA625551	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Wellington	The Bulwark, Brecon, LD3 7AD	WA498063	Freehold	Laing Holdings Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Brunel Arms	Station Approach, Pontyclun, Rhondda Cynon Taff, CF72 9DS	WA547074	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Land to the east and south of the Brunel Arms	Station Approach, Pontyclun	CYM820673	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Builders Arms	36 Oxford Street, Swansea, SA1 3HT	WA198865	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Builders Arms	36 Oxford Street, Swansea, SA1 3HT	WA66681	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Burgess Green	Ysguthan Road, Aberavon, Port Talbot, SA12 6NB	WA625533	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Commercial Hotel	Station Road, Gowerton, Swansea, SA4 3AJ	WA625540	Leasehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Ferry Inn	Poppit Road, St Dogmaels, Pembrokeshire, SA43 3LF	WA680116	Freehold	Laing Holdings Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited

Ferry Inn	Poppit Road, St Dogmaels, Pembrokeshire, SA43 3LF	WA652943	Freehold	Laing Holdings Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Fountain Inn	12 Woodfield Street, Morriston, Swansea, SA6 8AQ	WA625553	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Great Western	47 Tirydail, Station Road, Ammanford, Carmarthen, SA18 2DB	WA625546	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Half Moon	71 Wern Road Llanelli, SA15 1SP	WA625493	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Plume of Feathers	St Mary's Street, Carmarthen, SA31 1TN	CYM73045	Freehold	Laing Holdings Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Reverend James	Land at Reverend James 180 Borough Road Loughor Swansea, SA4 6RZ	WA385595	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Reverend James	180 Borough Road, Lougher, Swansea, SA4 6RZ	WA625536	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Star Inn	Treoes, Bridgend, CF35 5DL	WA300246	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Star Inn	Treoes, Bridgend	Unregistered right, as evidenced by a Statement of Truth dated 29 April 2022 executed by Charles Nicholas Brain	Easement	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Land to the front of the Star Inn	Treoes, Bridgend	Unregistered right, as evidenced by a Statutory Declaration dated 26 April 2021 executed by Charles Nicholas Brain	Easement	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Stradey Arms	1 Stradey Road, Llanelli, Carmarthenshire, SA15 4ET	WA625514	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Tafarn Morlais	1 Pontardulais Road, Llangennech, Llanelli, SA14 8YE	WA625555	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited
Tafern-Y-Trap	Swansea Road, Gorseinon, Swansea, SA4 4AS	WA625473	Freehold	Crown Buckley Limited and S.A. Brain & Company, Limited	S.A. Brain & Company, Limited

Part III – Insurances

Name of Chargor	Brief description of policy, including policy number	Insurance company or underwriter (including address for service of notices)
S.A Brain & Company, Limited	Policy number: UKEDPO10697119	Chubb SE Group c/o Willis Towers Watson BCI, Friars Street, Ipswich IP1 1TA
S.A Brain & Company, Limited	33536267	AIG UK Ltd c/o FINEX Division, Willis Ltd, 51 Lime St, London EC3M 7DQ
S.A Brain & Company, Limited	TT8/0401827	DAS UK Group, 10th Floor, New London House, 6 London Street, London EC3R 7LP
S.A Brain & Company, Limited	9378932	MS Amlin, Orega Birmingham Colmore Plaza, 20 Colmore Circus, Queensway, Birmingham B4 6AT

EXECUTION OF SUPPLEMENTAL MORTGAGE

The Chargors

Executed as a deed by)
S.A.BRAIN & COMPANY,LIMITED,)
acting by one director in the presence of:)
Director

Witness signature:

Witness name: Andrew Macpherson

Witness address:

Executed as a deed by)
CROWN BUCKLEY LIMITED,)
acting by one director in the presence of:)
Director

Witness signature:

Witness name: Andrew Macpherson

Witness address:

Executed as a deed by)
LAING HOLDINGS LIMITED,)
acting by one director in the presence of:)
Director

Witness signature:

Witness name: Andrew Macpherson

Witness address:

Executed as a deed by)
ABLEMADE LIMITED,)
acting by one director in the presence of:)
Director

Witness signature: [Redacted]

Witness name: Andrew Macpherson

Witness address: [Redacted]

Executed as a deed by)
THE GOOD PUB COMPANY LIMITED,)
acting by one director in the presence of:)
Director

Witness signature: [Redacted]

Witness name: Andrew Macpherson

Witness address: [Redacted]

The Security Agent

Signed for and on behalf of **HSBC**)
CORPORATE TRUSTEE COMPANY (UK))
LIMITED)
HSBC CORPORATE TRUSTEE COMPANY
(UK) LIMITED