



Registration of a Charge

Company name: **THE NEW PUB COMPANY LIMITED**

Company number: **06783515**



X648EKY3

Received for Electronic Filing: **12/04/2017**

Details of Charge

Date of creation: **07/04/2017**

Charge code: **0678 3515 0001**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description: **1. CAMDEN EYE (FORMERLY HALFWAY HOUSE) KENTISH TOWN ROAD NW1 9NX. TITLE NUMBER: NGL910418. 2. COLLIERS TUP PUBLIC HOUSE, 198 HIGH STREET COLLIERS WOOD, LONDON SW19 2BH. TITLE NUMBER: SGL715604. 3. THE BLACK LION PUBLIC HOUSE, 2 SOUTH BLACK LION LANE W6 9TJ. TITLE NUMBER: LN230397. 4. THE GLASSHOUSE (FORMERLY THE RAILWAY HOTEL) COOMBE ROAD, NEW MALDEN KT3 4QE. TITLE NUMBER: SGL715547 5. THE GRIFFIN 1262 HIGH ROAD, LONDON N209HH. TITLE NUMBER: AGL213571 6. HARE AND HOUNDS, THE GREEN, CLAYGATE, ESHER, KT10 0JL: TITLE NUMBER: SY787552 7. ALL PROPERTIES ACQUIRED BY THE COMPANY AFTER THE DATE OF THIS DEED, PROPERTY INTERESTS AND INTELLECTUAL PROPERTY.**

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

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: **DMH STALLARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6783515

Charge code: 0678 3515 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th April 2017 and created by THE NEW PUB COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2017 .

Given at Companies House, Cardiff on 13th April 2017

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**

It is hereby certified that this
is a true redacted copy of the
original document

DMH Stallard LLP
Gainsborough House
Pegler Way
Crawley
RH11 7FZ

*DMH Stallard
LLP*

**Deed of Accession
relating to Security Agreement**

DATE *7 April*, 2017

PARTIES

1. The New Pub Company Limited (registered number 06783515) with its registered office at The Chambers, 14 Coombe Road, New Malden, Surrey, KT3 4QE (an "Additional Chargor"); and
2. The Royal Bank of Scotland plc acting through its office at 280 Bishopsgate, London EC2M 4RB as agent and trustee for the Secured Parties (the "Security Agent").

BACKGROUND

- A The Additional Chargor is a Subsidiary of The Laine Pub Company Limited.
- B The Laine Midco Limited (formerly known as RCP Newco 4 Limited) and certain other companies have entered into, or acceded to, a security agreement dated 27 June 2014 (the "Security Agreement") between the Chargors under and as defined in the Security Agreement and the Security Agent.
- C The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D The Security Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1. Definitions and Interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2. Accession and covenant to pay

2.1. With effect from the date of this deed the Additional Chargor:

2.1.1. will become a party to the Security Agreement as a Chargor; and

2.1.2. will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

2.2. The Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge

all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of the Finance Documents, whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

- 2.3. Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any, liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3. Grant of security

3.1. Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby:

- 3.1.1. grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed;

- 3.1.2. charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:

3.1.2.1. Properties acquired by it after the date of this deed;

3.1.2.2. Property Interests;

3.1.2.3. Material Equipment;

3.1.2.4. Securities;

3.1.2.5. Intellectual Property;

3.1.2.6. Accounts;

3.1.2.7. Pension Fund Interests;

3.1.2.8. Goodwill and Uncalled Capital; and

3.1.2.9. right, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3.1.1 to 3.1.4 inclusive,

but excluding any Excluded Assets;

3.1.3. assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and

3.1.4. assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements provided that until an Event of Default occurs and is continuing the relevant Chargor shall be entitled to continue to deal with the counterparties to the Assigned Agreements.

3.2. Floating Security

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1 to 3.1.4 inclusive above but excluding the Excluded Assets.

3.3. Leasehold Security restrictions

3.3.1. There shall be excluded from the Security created by this deed and by the Security Agreement and from the operation of clause 4.1 (*Restrictions on dealing*) of the Security Agreement, any Excluded Property until the relevant Condition or waiver has been excluded or obtained.

3.3.2. For each Excluded Property, the Additional Chargor undertakes to:

3.3.2.1. apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible;

3.3.2.2. upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and

3.3.2.3. forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy.

3.3.3. Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3.1.1, clause 3.1.2.1 or clause 3.1.2.2 of the Security Agreement as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the Additional Chargor will execute a valid fixed charge in such form as the Security Agent shall require.

4. Land Registry restriction

In respect of any Property registered at the Land Registry, the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

"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 [] in favour of The Royal Bank of Scotland plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

5. Miscellaneous

With effect from the date of this deed:

- 5.1. the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);
- 5.2. any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to Schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to Schedule 1 (*Properties currently owned*) to this deed (or relevant part of it).

6. Governing law

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

7. Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

Properties currently owned

Part A: Registered Land

Additional Chargor	Registered Land	
The New Pub Company Limited (registered number 06783515)	1	Camden Eye (formerly Halfway House) Kentish Town Road NW1 9NX. Title Number: NGL910418.
	2	Colliers Tup Public House, 198 High Street Colliers Wood, London SW19 2BH. Title Number: SGL715604.
	3	The Black Lion Public House, 2 South Black Lion Lane W6 9TJ. Title Number: LN230397.
	4	The Glasshouse (formerly the Railway Hotel) Coombe Road, New Malden KT3 4QE. Title Number: SGL715547
	5	The Griffin 1262 High Road, London N209HH. Title Number: AGL213571
	6	Hare and Hounds, The Green, Claygate, Esher, KT10 0JL. Title Number: SY787552

Part B: Unregistered Land

Additional Chargor	Unregistered Land

SCHEDULE 2

Designated Accounts

Chargor	Account type	Account name	Account number	Sort code

Charged Accounts

Chargor	Account type	Account name	Account number	Sort code
The New Pub Company Limited (registered number 06783515)				

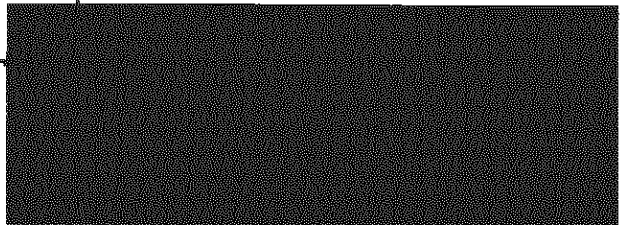
SIGNATORIES (TO THE DEED OF ACCESSION)

THE NEW PUB COMPANY LIMITED
EXECUTED AS A DEED AND DELIVERED

By ~~The Laine Brewing Company Limited~~
acting by: *The New Pub Company Limited*

Director

Director/Secretary



THE SECURITY AGENT

SIGNED by a duly authorised signatory
for and on behalf of The Royal Bank of
Scotland plc

