



Registration of a Charge

Company Name: **THE CITY PUB GROUP PLC**

Company Number: **07814568**



XB17Z828

Received for filing in Electronic Format on the: **04/04/2022**

Details of Charge

Date of creation: **29/03/2022**

Charge code: **0781 4568 0016**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description: **ALL PRESENT AND FUTURE FREEHOLD OR LEASEHOLD LAND INCLUDING THE FREEHOLD LAND KNOWN AS THE PONTCANNA INN, 36 CATHEDRAL ROAD, CARDIFF, CF11 9LL (TITLE NO. CYM197430) PURSUANT TO CLAUSE 2 AND AS FURTHER DESCRIBED IN CLAUSE 1.1 DEFINITIONS OF THE ACCOMPANYING COPY INSTRUMENT**

Contains fixed charge(s).

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: **SIMMONS & SIMMONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7814568

Charge code: 0781 4568 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2022 and created by THE CITY PUB GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2022 .

Given at Companies House, Cardiff on 8th April 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**

Dated: 29 March 2022

Supplemental Mortgage

between

The City Pub Group PLC
as Chargor

and

Barclays Bank PLC
as the Bank

relating to

The Pontcanna Inn, 36 Cathedral Road, Cardiff CF11 9LL

Simmons & Simmons LLP
Citypoint, 1 Ropemaker Street
London, EC2Y 9SS
United Kingdom

T +44 207 628 2020
F +44 207 628 2070

**+simmons
simmons**

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29 March 2022

THIS DEED is dated ~~1 December 2021~~ and made

BETWEEN:

- (1) **THE CITY PUB GROUP PLC** registered in England and Wales with company number **07814568** and having its registered office at Essel House 2nd Floor, 29 Foley Street, London, England, W1W 7TH; and
- (2) **BARCLAYS BANK PLC** (as the "Bank") acting in any capacity whatsoever including (but not limited to) as Security Agent and registered in England and Wales with company number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP.

BACKGROUND:

- (A) The Chargor has entered into a security agreement dated 16 July 2019 (the "Security Agreement") between the Chargor, The City Pub Company (West) Limited and the Bank.
- (B) It is intended that this document takes effect as a deed even though a Party may only execute it under hand

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed and in this Deed:

"Mortgaged Property" means the freehold property known as The Pontcanna Inn, 36 Cathedral Road, Cardiff, CF11 9LL with title number CYM197430 and where the context so requires, includes the buildings on that Mortgaged Property.

1.2 Construction

The other provisions of Clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 Designation

This Deed is a Finance Document and a Security Document.

2. Creation of Security

2.1 Security generally

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Bank;
- (B) is created over the present and future assets of the Chargor;
- (C) is security for the payment of all the Secured Liabilities; and

- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Land

- (A) The Chargor charges:
 - (1) by way of a first legal mortgage all estates or interests in the Mortgaged Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that Mortgaged Property; and
 - (2) (to the extent that they are not the subject of a legal mortgage under Clause 2.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property.
- (B) The Chargor assigns absolutely to the Bank all of its rights and interests in and to each Lease Document (including all Rental Income and in respect of any guarantee of Rental Income contained in or relating to any Lease Document).
- (C) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
 - (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
 - (2) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Contracts

- (A) The Chargor assigns absolutely to the Bank, subject to a proviso for reassignment or redemption, all of its rights in, to and under all agreements or documents relating to the Mortgaged Property.
- (B) To the extent that any such right described in Clause 2.3(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 2.3(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 2.3(A) and 2.3(B), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.
- (D) If the Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
 - (1) the Chargor must notify the Bank immediately;

- (2) the assignment or charge will not take effect until that consent is obtained;
- (3) unless the Bank otherwise requires, the Chargor shall use all reasonable endeavours to obtain the consent as soon as practicable; and
- (4) the Chargor shall promptly supply to the Bank a copy of the consent obtained by it.

2.4 Insurances

(A) The Chargor assigns absolutely to the Bank:

- (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
- (2) all moneys payable and all moneys paid to it under or in respect of all such contracts and policies of insurance.

(B) To the extent that they are not effectively assigned under Clause 2.4(A), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3. Restrictions on Dealing

3.1 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Charged Property, nor do anything prohibited by Clause 21.12 (*Negative pledge*) of the Facility Agreement, except as permitted by the Facility Agreement.

3.2 Disposals

The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property.

4. Miscellaneous

With effect from the date of this Deed:

- (A) the Mortgaged Property is a Property for the purposes of the Finance Documents;
- (B) the Security Agreement and this Deed shall be read and construed together as one deed; and
- (C) any reference in the Security Agreement to this Deed and similar phrases shall include this Deed and all references in the Security Agreement to a Schedule to that Deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it).

5. **Governing law**

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

The Chorgor

SIGNED as a DEED by
The City Pub Group PLC
acting by
and

)
)
)
)



Director:

Holly Elliott

Director/Secretary:

CFO

In the presence of:

Signature of Witness:

X

C. Harriman

Name of Witness:

CHRIS HARRIMAN

Address of Witness:

2 HANTILLA ROAD

LONDON, SW17 8DT

Occupation of Witness:

ACCOUNTANT

The Bank

SIGNED as a DEED by

.....
Please print name of signatory.

for and on behalf of
Barclays Bank PLC

)
)
)
)
)

.....
Authorised signatory

In the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

Dated: 29 March 2022

Supplemental Mortgage

between

The City Pub Group PLC
as Chargor

and

Barclays Bank PLC
as the Bank

relating to

The Pontcanna Inn, 36 Cathedral Road, Cardiff CF11 9LL

Simmons & Simmons LLP
Citypoint, 1 Ropemaker Street
London, EC2Y 9SS
United Kingdom

T +44 207 628 2020
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**+simmons
simmons**

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29 March 2022

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1.2 **Construction**

The other provisions of Clause 1.2 (***Construction***) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 **Designation**

This Deed is a Finance Document and a Security Document.

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2.1 **Security generally**

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- (C) is security for the payment of all the Secured Liabilities; and

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 - (2) (to the extent that they are not the subject of a legal mortgage under Clause 2.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property.
- (B) The Chargor assigns absolutely to the Bank all of its rights and interests in and to each Lease Document (including all Rental Income and in respect of any guarantee of Rental Income contained in or relating to any Lease Document).
- (C) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
 - (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
 - (2) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

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- (A) The Chargor assigns absolutely to the Bank, subject to a proviso for reassignment or redemption, all of its rights in, to and under all agreements or documents relating to the Mortgaged Property.
- (B) To the extent that any such right described in Clause 2.3(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 2.3(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 2.3(A) and 2.3(B), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.
- (D) If the Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
 - (1) the Chargor must notify the Bank immediately;

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(A) The Chargor assigns absolutely to the Bank:

- (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
- (2) all moneys payable and all moneys paid to it under or in respect of all such contracts and policies of insurance.

(B) To the extent that they are not effectively assigned under Clause 2.4(A), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3. Restrictions on Dealing

3.1 Negative pledge

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5. Governing law

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

The Chargor

SIGNED as a DEED by)
The City Pub Group PLC)
acting by)
and)

Director:

Director/Secretary:

In the presence of:

Signature of Witness: _____

Name of Witness: _____

Address of Witness: _____

Occupation of Witness: _____

The Bank

SIGNED as a DEED by)
...ROBERT...SILK.....)
Please print name of signatory)
for and on behalf of)
Barclays Bank PLC)

.....
Authorized signatory

In the presence of:

Signature of Witness: _____

Name of Witness: PAULIA MACNAMARA

Address of Witness: SIMMONS Y SIMMONS LLP
CITYPOINT
ONE ROZEMAKER STREET, LONDON EC2Y 9SS

Occupation of Witness: SOLICITOR