



Registration of a Charge

Company name: **THE LAINE BIDCO LIMITED**

Company number: **08911549**



X780JQ55

Received for Electronic Filing: **13/06/2018**

Details of Charge

Date of creation: **08/06/2018**

Charge code: **0891 1549 0002**

Persons entitled: **ARES MANAGEMENT LIMITED (IN ITS CAPACITY AS SECURITY AGENT AND TRUSTEE FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE MATERIAL LAND AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED"). FOR MORE DETAILS PLEASE REFER TO THE DEED.**

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 COMPOSITE ORIGINAL INSTRUMENT.**

Certified by: **REBECCA POWELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8911549

Charge code: 0891 1549 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th June 2018 and created by THE LAINE BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th June 2018 .

Given at Companies House, Cardiff on 15th June 2018

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 AND CHARGE

THIS DEED OF ACCESSION AND CHARGE is made on

8 June 2018

BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (*The New Chargors*) (each a "**New Chargor**");
- (2) VAL SEAGULL BIDCO LIMITED (registered in England and Wales under number 11301793) (the "**Company**"); and
- (3) ARES MANAGEMENT LIMITED (the "**Security Agent**").

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 3 May 2018 between (1) VAL Seagull Bidco Limited and (2) Punch Partnerships (Seagull) Limited as Chargors and (3) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 **Additional Definitions:** In this Deed:

"**Intellectual Property**" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"**Land**" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"**Material Land**" means all Land, other than any leasehold property owned by a New Chargor which is held under a lease at a rack rent, the remaining term of which is less than ten years.

"**Restricted IP**" means any Intellectual Property owned by or licensed to a New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4 (*Third Party Consents*) of the Principal Deed.

Save for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original seen by me

LIB01/POWELLBE/6024055.4

Hogan Lovells

Name: REBECCA POWELL

Title: Solicitor

Date: 13/06/2018

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 4 (Specified Intellectual Property).

2. ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED

- 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.
- 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents.
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.4 **Company's agreement to the accession:** The Company (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the accession of the New Chargors.

3. ASSIGNMENTS

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) the benefit of all of its Acquisition Agreement Claims;
- (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
- (c) all its rights, title and interest from time to time in respect of the Hedging Agreements.

4. FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Material Land in England and Wales now vested in it and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge:
 - (i) all other Material Land which is now, or in the future becomes, its property;
 - (ii) all other interests and rights in or relating to Material Land or in the proceeds of sale of Land now or in the future belonging to it;

- (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
- (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (v) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (vi) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;
- (x) all its goodwill and uncalled capital for the time being;
- (xi) all Specified Intellectual Property belonging to it;
- (xii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiii) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xv) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;

- (xvi) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xvii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xi) to (xvi) inclusive of this Clause;
- (xviii) all trade debts now or in the future owing to it;
- (xix) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);
- (xxi) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;
- (xxiii) all moneys at any time standing to the credit of any Mandatory Prepayment Account, and the debt represented by any such credit balance;
- (xxiv) of any Holding Account, and the debt represented by any such credit balance and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such New

Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Clause 25.17 (*Disposals*) of the Facilities Agreement).

- 5.2 The parties agree (without limitation to the general nature of the New Chargers' accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 (*Crystallisation*) of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, each New Chargor shall not:

- (c) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (d) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. RIGHT OF APPROPRIATION

- 7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

- 7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the relevant New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

- 7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

- 7.4 The Security Agent will account to the relevant New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargers shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

- 7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8. **APPLICATION TO HM LAND REGISTRY**

Each New Chargor:

- (a) in relation to each register of title of any present and future Land of that New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"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 [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

9. **POWER OF ATTORNEY**

- 9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which that New Chargor is obliged to do (but has not done within five Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

- 9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

- 9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from each New Chargor under Clause 20 (*Costs and Expenses*) and Clause 21 (*Other Indemnities*) of the Intercreditor Agreement.

10. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 3 (*Notice Details*).

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. ENFORCEMENT

13.1 Jurisdiction:

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by any New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

14. FINANCE DOCUMENT

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Company as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

Schedule 1 to Deed of Accession

The New Chargors

NAME OF NEW CHARGOR	JURISDICTION	REGISTERED NUMBER
The Laine Acquisition Limited	England and Wales	08878131
The Laine Midco Limited	England and Wales	08880081
The Laine Bidco Limited	England and Wales	08911549
The Laine Pub Company Limited	England and Wales	06067476
Zelgrain Limited	England and Wales	03235178
C-Side (Holdings) Limited	England and Wales	04144871
C-Side Limited	England and Wales	02892663
The Laine Brewing Company Limited	England and Wales	07344806

Schedule 2 to Deed of Accession

Registered land to be mortgaged

Name of Chargor /Registered Proprietor	Description of Property	Title Number
Zelgrain Limited	Aeronaut, 264 High Street, London, W1 9BH	AGL290683
Zelgrain Limited	The Ancient Mariner, 59 Rutland Road, Hove, BN3 5FE	ESX354659
Zelgrain Limited	The Birds, 692 High Road, Leytonstone, London, E11 3AA	AGL411602
Zelgrain Limited	The Black Lion, 14 Black Lion Street, Brighton	ESX352779
Zelgrain Limited	Black Lion, 2 South Black Lion Lane, London, W6 9TJ	BGL132059
Zelgrain Limited	The Camden Eye, Kentish Town Road, London, NW1 9NX	NGL969147
Zelgrain Limited	Candlemakers, 136 Battersea High Street, London, SW11 3RJ	TGL367190
Zelgrain Limited	Candlemakers (flat), 136 Battersea High Street, London, SW11 3RJ	TGL476769
Zelgrain Limited	The Charles Holden, 198 High Street, Colliers Wood, London, SW19 2BH	SGL780716
Zelgrain Limited	Dead Wax Social, 18A Bond Street, Brighton, BN1 1RD	ESX257000
Zelgrain Limited	Earth & Stars, 46 Windsor Street, Brighton, BN1 1RJ	ESX303966
Zelgrain Limited	Edward Lear, 471 Holloway Road, London, N7 6LE	AGL431429

Zelgrain Limited	The Exchange, 8 Goldstone Street, Hove, BN3 3RL	ESX354178
Zelgrain Limited	Flynn's Pub & Town House, 73 Dalling Road, Hammersmith, London, W6 0JD	BGL131183
Zelgrain Limited	Fountainhead, 101-102 North Road, Brighton, BN1 1YE	ESX320547 (Fountain Head, 101 North Road, Brighton) ESX299994 (Title Absolute) ESX301849 (Good leasehold title) (Fountain Head, 101 North Road, Brighton)
Zelgrain Limited	The Four Thieves, 51 Lavender Gardens, London, SW11 1DJ	TGL393241
Zelgrain Limited	Freemasons, 38-39 Western Road, Hove, BN3 1AF	ESX335597
Zelgrain Limited	The Glasshouse, 14 Coombe Road, New Malden, KT3 4QE	SGL780714
Zelgrain Limited	Great Exhibition, 193 Crystal Palace Road, London, SE22 9EP	TGL356202
Zelgrain Limited	The Griffin, 1262 High Road, Whetstone, N20 9HH	AGL410895
Zelgrain Limited	Hampton, 57 Upper North Street, Brighton, BN1 3FH	ESX357585
Zelgrain Limited	Hare & Hounds, The Green, Claygate, Esher, KT10 0JL	SY844772
Zelgrain Limited	The Honor Oak, 1 St Germans Road, London, SE23 1RH	TGL401125
Zelgrain Limited	The Hope, 11-12 Queens Road, Brighton, BN1 3WA	ESX342823

Zelgrain Limited	The Joker, 58 Penton Street, London, N1 9PZ	EGL556845
Zelgrain Limited	Mash Tun, 1 Church Street, Brighton, BN1 1UJ	ESX369806
Zelgrain Limited	Old Nun's Head, 15 Nunhead Green, London, SE15 3QQ	TGL280417
Zelgrain Limited	Open House, 146 Springfield Road, Brighton, BN1 6BZ	ESX357583
Zelgrain Limited	Prince Albert, 163 Royal College Street, London, NW1 0SG	NGL975718
Zelgrain Limited	The Quadrant, North Street, Brighton, BN1 3GJ	ESX301512
Zelgrain Limited	Revelator, 113-114 Western Road, Brighton, BN1 2AB	ESX369807
Zelgrain Limited	The Signalman, 76 Ditchling Rise, Brighton, BN1 4QQ	ESX357587
Zelgrain Limited	Watson's General Telegraph, 108 Forest Hill Road, East Dulwich, London, SE22 0RS	TGL446437
Zelgrain Limited	The Western Front, 11 Cranbourne Street, Brighton, BN1 2RD	ESX369802
Zelgrain Limited	The White Rabbit, 13-14 Kensington Gardens, Brighton, BN1 4AL	ESX369800
Zelgrain Limited	Worlds End, 60-61 London Road, Brighton, BN1 4JE	ESX222177
Zelgrain Limited	Zoot Street, Lower Ground & Ground Floor, 8 Queens Road, Brighton, BN1 3WA	ESX314288
Zelgrain Limited	The Black Horse and Harrow Public House, 167 Rushey Green, Catford	Lease not yet registered

C-Side Limited	The Fortune of War, Arch 156 Kings Road Arches, Brighton, BN1 1NB	ESX257749
C-Side Limited	The Mesmerist, 1-4 Prince Albert Street, Brighton, BN1 1HE	ESX378190
C-Side Limited	North Laines, Ground Floor, Basement and Rear Flat at 27 Gloucester Place, Brighton	ESX348417 (Title Absolute) ESX359027 (North Laines Reversionary Lease)
C-Side Limited	The Tempest, 159-161 Kings Road Arches, Brighton	ESX71378 & ESX249005
The Laine Brewing Company Limited	Thomas Kemp, 8 St Georges Road, Brighton, BN2 1EB	ESX379187

Unregistered land subject to first registration upon the execution of this Deed of Accession and Charge

Zelgrain Limited	The Adam & Eve, The Ridgeway, Mill Hill Village, London, NW7 1RL	AGL431406
Zelgrain Limited	Three Compasses, 62 High Street, Hornsey, London, N/8 7NX	

The address for service of the Security Agent in the case of registered land is Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE, for the attention of: Operations London.

Schedule 3 to Deed of Accession


Notice Details

SUBSIDIARY	NOTICE DETAILS
The Laine Acquisition Limited	FAO The Directors Deloitte LLP - Athene Place, 66 Shoe Lane, London, EC4A 3BQ
The Laine Midco Limited	FAO The Directors Deloitte LLP - Athene Place, 66 Shoe Lane, London, EC4A 3BQ
The Laine Bidco Limited	FAO The Directors Deloitte LLP - Athene Place, 66 Shoe Lane, London, EC4A 3BQ
The Laine Pub Company Limited	FAO The Directors Deloitte LLP - Athene Place, 66 Shoe Lane, London, EC4A 3BQ
Zelgrain Limited	FAO The Directors Deloitte LLP - Athene Place, 66 Shoe Lane, London, EC4A 3BQ
C-Side (Holdings) Limited	FAO The Directors Deloitte LLP - Athene Place, 66 Shoe Lane, London, EC4A 3BQ
C-Side Limited	FAO The Directors Deloitte LLP - Athene Place, 66 Shoe Lane, London, EC4A 3BQ
The Laine Brewing Company Limited	FAO The Directors Deloitte LLP - Athene Place, 66 Shoe Lane, London, EC4A 3BQ

Schedule 4 to Deed of Accession

Specified Intellectual Property

PART A: REGISTERED TRADE MARKS

Reg. No.	Country	Mark(s)	Owner	Classes	Registration Date	Expiration Date
UK00002637172	United Kingdom		InnBrighton ¹ Limited	32, 43	11 January 2013	4 October 2022
UK00002637174	United Kingdom	'LAINE'S BEST'	InnBrighton Limited	32, 43	11 January 2013	4 October 2022
UK00002637175	United Kingdom	'LAINE'	InnBrighton Limited	32, 40, 43	11 January 2013	4 October 2022

¹ References to "InnBrighton Limited" and "InnBrighton Ltd" are to be construed as references to "The Laine Pub Company Limited".
Hogan Lovells on behalf of the parties.

PART B: DOMAIN NAMES

Domain Name	Registrant Details	Date of Registration	Date of Expiration	Redirection Domain
laines.london	LBC ²	9 September 2014	9 September 2018	N/A
blacklion.london	LPC ³	22 March 2017	22 March 2018	N/A
camdeneye.pub	LPC	22 March 2017	22 March 2019	N/A
charlesholden.pub	LPC	3 July 2017	3 July 2019	N/A
glasshouse.pub	LPC	22 March 2017	22 March 2019	N/A
griffinwhetstone.pub	LPC	22 March 2017	22 March 2019	N/A
harehounds.pub	LPC	22 March 2017	22 March 2019	N/A
drinkinbrighton.co.uk	InnBrighton Ltd	25 January 2017	9 August 2018	N/A
innbrighton.co.uk	InnBrighton Ltd	25 January 2007	1 June 2019	drinkinbrighton.co.uk
thebirds.pub	LPC	22 March 2017	22 March 2019	N/A
aeronaut.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
ancientmariner.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
batharms.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
earthandstars.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
candlemaker.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
fortuneofwar.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
hope.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
fiddlerselbow.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
greatexhibition.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
fourthieves.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
joker.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
mesmerist.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
mashtun.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
openhouse.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
peoplesparktavern.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A

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Hogan Lovells

² References to "LBC" are to be construed as references to "The Laine Brewing Company Limited".

³ References to "LPC" are to be construed as references to "The Laine Pub Company Limited".

Hogan Lovells on behalf of the parties

quadrant.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
saintgeorges.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
sidewinder.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
signalman.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
stickmikesfrogbar.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
spiegeltent.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
thomaskemp.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
threegraces.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
westernfront.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
whiterabbit.pub	InnBrighton Ltd	9 July 2014	9 July 2018	N/A
theoldnunshead.co.uk	InnBrighton Ltd	24 January 2017	11 February 2018	N/A

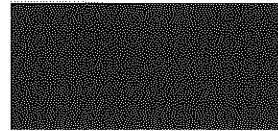
Execution page to Deed of Accession

EXECUTION

THE NEW CHARGORS

Executed as a
Deed by **The Laine Acquisition Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

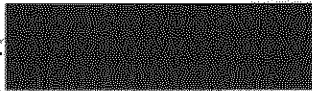
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Director

In the presence of:

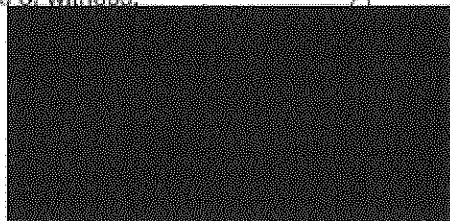
Signature of witness:



Name of witness:

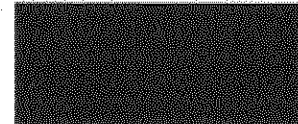
DEBRA ROWELL

Address of witness:



Executed as a
Deed by **The Laine Midco Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

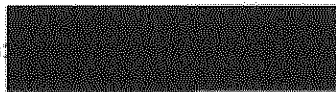
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Director

In the presence of:

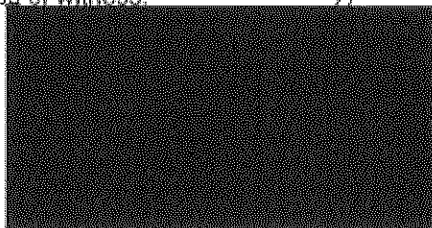
Signature of witness:



Name of witness:

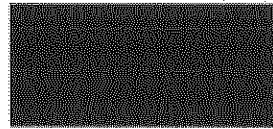
DEBRA ROWELL

Address of witness:



Executed as a
Deed by **The Laine Bidco Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

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Director

in the presence of:

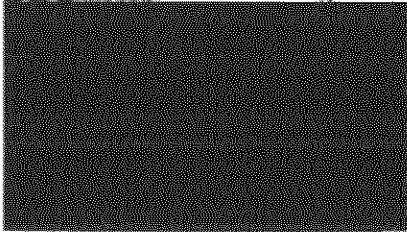
Signature of witness: /



Name of witness:

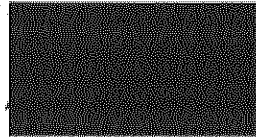
DEBRA ROWELL

Address of witness:



Executed as a
Deed by **The Laine Pub Company Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

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Director

in the presence of:

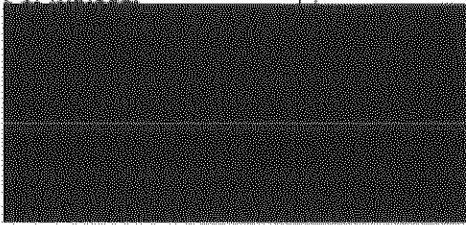
Signature of witness: /



Name of witness:

DEBRA ROWELL

Address of witness:



Executed as a
Deed by **Zelgrain Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)

Director

in the presence of:

Signature of witness:

Name of witness:

DEBRA Rowen

Address of witness:

Executed as a
Deed by **C-Side (Holdings) Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

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)

Director

in the presence of:

Signature of witness:

Name of witness:

DEBRA ROWELL

Address of witness:

Executed as a
Deed by **C-Side Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

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Director

in the presence of:

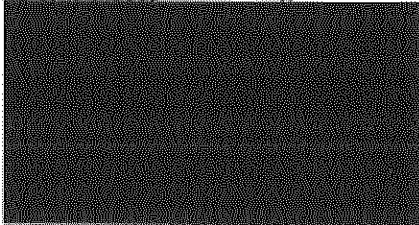
Signature of witness/



Name of witness:

DEBRA ROWELL

Address of witness:



Executed as a
Deed by **The Laine Brewing Company
Limited** (pursuant to a resolution of its Board
of Directors) acting by:

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Director

in the presence of:

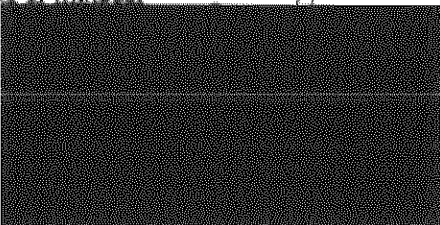
Signature of witness/



Name of witness:

DEBRA ROWELL

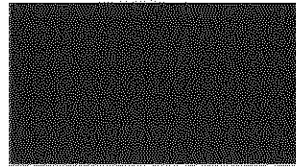
Address of witness:



THE COMPANY

Executed as a
Deed by VAL Seagull Bidco Limited
(pursuant to a resolution of its Board
of Directors) acting by:

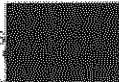
)
)
)
)



Director

in the presence of:

Signature of witness



Name of witness: PETYA KOYCHEVA

Address of witness: Freeths LLP

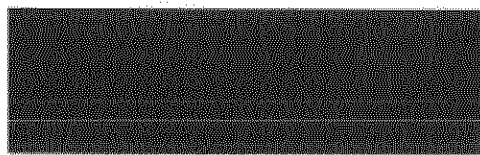
1 Vine Street

London W1J 0AH

THE SECURITY AGENT

Signed by
for and on behalf of
Ares Management Limited

)
)
)
)



Authorised Signatory