



Registration of a Charge

Company name: **10 BELLS LIMITED**

Company number: **09055630**

Received for Electronic Filing: **03/09/2014**



Details of Charge

Date of creation: **28/08/2014**

Charge code: **0905 5630 0001**

Persons entitled: **MOUNT STREET LOAN SOLUTIONS LLP AS SECURITY TRUSTEE**

Brief description: **THE TEN BELLS PUBLIC HOUSE, 84 COMMERCIAL STREET,
SHOREDITCH. TITLE NO.: EGL322244.**

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9055630

Charge code: 0905 5630 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th August 2014 and created by 10 BELLS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd September 2014 .

Given at Companies House, Cardiff on 4th September 2014

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

Security Accession Deed to the Debenture

THIS SECURITY ACCESSION DEED is made on **29 August** 2014

BETWEEN:

- (1) **10 BELLS LIMITED** (a company incorporated in England and Wales with registered number 09055630) (the "**New Chargor**");
- (2) **CLABON RETAIL LIMITED** (a company incorporated in the Isle of Man with registered number 011079V) (the "**Obligors' Agent**") for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) **MOUNT STREET LOAN SOLUTIONS LLP** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 5 June 2014 between, inter alia, the Chargors named therein and the Security Agent (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to Pay

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

2.3 Fixed Charges

The New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage all Property; and
- (b) by way of first fixed charge:

- (i) all other interests (not charged by way of legal mortgage under clause 2.3(a) in any Property;
- (ii) all Subsidiary Shares and corresponding Distribution Rights;
- (iii) all Equipment;
- (iv) all monies standing to the credit of the Blocked Accounts (including any replacement account or subdivision or sub-account of that account) and all rights related to those accounts;
- (v) all monies standing to the credit of the Other Accounts (including any replacement account or subdivision or sub-account of that account) and all rights related to those accounts;
- (vi) its rights now and hereafter to recover VAT on any supplies made to it relating to the Charged Property and any sums so recovered;
- (vii) all rights and interest in the Insurance Documents;
- (viii) the benefit of all consents, licences and agreements held by it in connection with its business or the use of any of its assets and the right to recover and receive any compensation in relation thereto;
- (ix) all Intellectual Property;
- (x) all Book Debts;
- (xi) its goodwill and uncalled capital;
- (xii) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Assigned Agreements;
- (xiii) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Insurance Proceeds;
- (xiv) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Rental Income;
- (xv) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Tenant Contributions; and
- (xvi) to the extent not effectively assigned by clause 2.4 (Security Assignment), any right or interest referred to in clause 2.4(e) (Security Assignment) below.

2.4 **Security Assignment**

As further security for the payment and discharge of the Secured Liabilities, the New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in and under the following assets and, in each case, all Related Rights:

- (a) the Assigned Agreements;
- (b) all Insurance Proceeds;
- (c) all Rental Income;

- (d) all Tenant Contributions; and
- (e) the benefit of all of the New Chargor's other rights, title and interest under all contracts, deeds, licences, undertakings, agreements, consents, authorisations, rights, representations, warranties, securities, covenants (including the title), guarantees, bonds and indemnities or other documents of any nature now or at any time enjoyed or held by any Chargor (whether formally documented or otherwise),

provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the New Chargor re-assign the relevant rights, title and interest in the Assigned Agreements, the Insurance Proceeds, the Rental Income, the Tenant Contributions and other rights referred to in paragraph (e) above to that New Chargor (or as it shall direct).

2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Liabilities, the New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

2.7 The Land Registry

- (a) In relation to Property situated in England and Wales and charged by way of legal mortgage under this deed, the New Chargor hereby irrevocably consents to the Security Agent (acting through the solicitors of the Original Lenders) applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● in favour of Mount Street Loan Solutions LLP referred to in the charges register."

- (b) Subject to the terms of the Facility Agreement, the Lenders are under an obligation to make further advances to the Borrowers (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Property situated in England and Wales and charged by way of legal mortgage under this deed the Security Agent (acting through the solicitors of the Original Lenders) may apply to the Chief Land Registrar for a notice to be entered on the Register of Title of all that Property (including any unregistered Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.

- (c) In respect of any part of the Charged Property title to which is registered at the Land Registry, the New Chargor certifies that the security created by this deed does not contravene any of the provisions of its articles of association.

3. **INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "**this deed**" will be deemed to include this deed.

4. **CONSENT OF EXISTING CHARGORS**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture and the Obligors' Agent on behalf of the existing Chargors shall execute this deed in acknowledgement, inter alia, of such agreement.

5. **NOTICES**

The New Chargor confirms that its address details for notices in relation to clause 22 (Notices) of the Debenture are as follows:

Address: Sovereign House, 14-16 Nelson Street, Douglas, Isle of Man, IM1 2AL

Fax: +44 (0) 1624 699 801

Attention: Diane Dentith

6. **FINANCE DOCUMENT**

The deed is designated as a Finance Document by the Security Agent and the Obligors' Agent.

7. **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

Real Property

Registered Land

Chargor	County and District (or London Borough)	Address or description	Title No:
10 Bells Limited	Tower Hamlets	The Ten Bells Public House, 84 Commercial Street, Shoreditch	EGL322244

SCHEDULE 2

Subsidiary Shares

None at the date of this deed.

SCHEDULE 3

Assigned Agreements

Name	Date	Original Parties
Lease of the Ten Bells Public House	30 May 2014	(1) NuNu Bars Limited (2) East London Pub Co Limited

SCHEDULE 4

Insurance Policies

Chargor	Insurer	Policy number
10 Bells Limited	Zurich Insurance Plc.	12 CCP 3143421

SIGNATORIES TO THE ACCESSION DEED

New Chargor

Executed as a deed by)
10 BELLS LIMITED acting by:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Natasha Peyton
c/o Sovereign House, 14-16
Nelson Street, Douglas,
Isle of Man IM1 2AL

Occupation of witness

Notice Details

Address: Sovereign House, 14-16 Nelson Street, Douglas, Isle of Man, IM1 2AL

Fax: +44 (0) 1624 699 801

Attention: Diane Dentith

Obligors' Agent

Executed as a deed by)
CLABON RETAIL LIMITED acting by:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Natasha Peyton
c/o Sovereign House, 14-16
Nelson Street, Douglas,
Isle of Man IM1 2AL

Occupation of witness

Notice Details

Address: Sovereign House, 14-16 Nelson Street, Douglas, Isle of Man, IM1 2AL

Fax: +44 (0) 1624 699 801

Attention: Diane Dentith

The Security Agent

Executed by **MOUNT STREET LOAN SOLUTIONS**)
LLP)
acting by its authorised signatories)
)

Authorised Signatory

Authorised Signatory

Notice Details

Address: First Floor, Connaught House, 1-3
Mount Street, London W1K 3NB

Email: steve.northage@mountstreetllp.com

Attention of: Steve Northage

The Security Agent

Executed by **MOUNT STREET LOAN SOLUTIONS**)
LLP)
)
acting by its authorised signatories)
)

Authorised Signatory

Authorised Signatory

Notice Details

Address: First Floor, Connaught House, 1-3
Mount Street, London W1K 3NB

Email: steve.northage@mountstreetllp.com

Attention of: Steve Northage