



Registration of a Charge

Company name: **COFFEE #1 LTD**

Company number: **04027169**

Received for Electronic Filing: **05/03/2019**



Details of Charge

Date of creation: **27/02/2019**

Charge code: **0402 7 169 0006**

Persons entitled: **LLOYDS BANK PLC AS SECURITY TRUSTEE**

Brief description: **INTELLECTUAL PROPERTY: TRADE MARK: COFFEE #ONE (WORD MARK)/ COFFEE #1 (WORD MARK); COUNTRY: UK: REGISTRATION NO.: 2246417; RENEWAL DATE: 23 SEPTEMBER 2020; CLASS: 43; FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT.**

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: 4027169

Charge code: 0402 7169 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2019 and created by COFFEE #1 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2019 .

Given at Companies House, Cardiff on 6th March 2019

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

THIS SECURITY ACCESSION DEED is made on 27 February 2019

BETWEEN:

- (1) Coffee #1 Ltd (a company incorporated in England and Wales with registered number 04027169) (the "**New Charging Company**");
- (2) Storm Holdco Ltd (a company incorporated in England and Wales with registered number 11779290) (the "**Obligors' Agent**") for itself and as agent for and on behalf of each of the existing Charging Companies; and
- (3) Lloyds Bank plc as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 25 January 2019 between, inter alia, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (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 CHARGING COMPANY

2.1 Accession

The New Charging Company agrees to be a Charging Company 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 Charging Company.

2.2 Covenant to Pay

The New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment in accordance with and in the manner provided for in the Finance Documents.

2.3 Fixed Charges

The New Charging Company, 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 fixed charge:
 - (i) all Subsidiary Shares and corresponding Distribution Rights (including as specified in Schedule 1 (Subsidiary Shares));
 - (ii) all Investments (other than the Subsidiary Shares) and corresponding Distribution Rights;
 - (iii) all Equipment;
 - (iv) all Book Debts;
 - (v) all Cash Collateral Accounts (including as specified in Schedule 2 (Cash Collateral Accounts (Blocked)));
 - (vi) all Intellectual Property (including as specified in Schedule 4 (Intellectual Property));
 - (vii) its goodwill and uncalled capital;
 - (viii) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Assigned Agreements;
 - (ix) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Insurances; and
 - (x) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Hedging Agreements.

2.4 Security Assignment

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

- (a) the Assigned Agreements (including as specified in Schedule 3 (Assigned Agreements));
- (b) the Insurances (including as specified in Schedule 5 (Insurance Policies)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements, the Insurances and the Hedging Agreements to the New Charging Company (or as it shall direct).

2.5 Fixed Security

Clause 3.1 (Fixed Charges) and clause 3.2 (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 Obligations, the New Charging Company 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 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and, in each case, all Related Rights.

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 CHARGING COMPANIES

The existing Charging Companies 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.

5. NOTICES

The New Charging Company confirms that its address details for notices in relation to the Debenture are as follows:

Address: 9-15 Neal Street, London, WC2H 9QL

Attention: Ben Price (BenP@caffenero.com)

6. 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
Subsidiary Shares

None

SCHEDULE 2
Part 1
Cash Collateral Account (Blocked)

None

Part 2
Collection Accounts (Not blocked)

Charging Company	Account Bank	Sort Code	Account Number
Coffee #1 Ltd	Lloyds Bank plc		

SCHEDULE 3
Assigned Agreements (Contracts)

None

SCHEDULE 4
Intellectual Property

Charging Company	Trademark	Country	Registration Number	Filing Date	Renewal Date	Classes	Status
Coffee #1 Ltd	COFFEE #ONE (word mark) COFFEE #1 (word mark)	UK	2246417	23 September 2000	23 September 2020	43	Registered
Coffee #1 Ltd	COFFEE#1 (word mark)	UK	2597334	10 October 2011	10 October 2021	21, 30, 32	Registered
Coffee #1 Ltd	 (figurative mark)	UK	2597336	10 October 2011	10 October 2021	21, 30, 32, 43	Registered

SCHEDULE 5

Insurance Policies

Charging company	Insurance Provider	Insurance	Policy Number
Coffee #1 Ltd	Willis Towers Watson	360 Corporate Commercial Combined Insurance	UAP3495518HA / 1
			UAP3495518HA (Endorsement Number 0002)
			9350101 / 1 (Motor Fleet Insurance)
Coffee #1 Ltd	Chubb	Chubb Ignite Business Computer Insurance Policy	UKEDPO10698118

SIGNATORIES TO DEED OF ACCESSION

New Charging Company

Executed as a deed by
COFFEE #1 LTD:

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)

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

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B. S. Price
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JH STEWART
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Notice Details

Address: 9-15 Neal Street, London, WC2H 9QL

Attention: Ben Price (BenP@caffenero.com)

Signature page to Accession Deed (Lloyds Debenture)

Obligors' Agent

Signed for and on behalf of **STORM**
HOLDCO LTD:

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)

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Name: BEN PRICE

Signature page to Accession Deed (Lloyds Debenture)

The Security Agent

Signed for and on behalf of **LLOYDS
BANK PLC:**

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)
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)

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Name:

Notice Details

Address:
Attention:

Signature page to Accession Deed (Lloyds Debenture)
