



Registration of a Charge

Company name: **INTERTAIN (BARS) LIMITED**

Company number: **07035173**



X5XVNECZ

Received for Electronic Filing: **11/01/2017**

Details of Charge

Date of creation: **22/12/2016**

Charge code: **0703 5173 0060**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **PURSUANT TO THE CHARGE: PURSUANT TO CLAUSE 2.1, THE COMPANY CHARGED BY WAY OF LEGAL MORTGAGE THE PROPERTIES WITH TITLE NUMBER LA760809, LA582813, LA678782, DY289792, DY20004, CL61501, DN172680, DN 387632. PLEASE REFER TO THE SCHEDULE OF THE CHARGE FOR MORE DETAILS OF THE CHARGED REAL PROPERTY.**

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:

SHEARMAN & STERLING (LONDON) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7035173

Charge code: 0703 5173 0060

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2016 and created by INTERTAIN (BARS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2017 .

Given at Companies House, Cardiff on 12th January 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

THIS DEED is made on 22 December 2016

BETWEEN:

- (1) **INTERTAIN (BARS) LIMITED** a company (Company number 07035173) whose registered office is at Imex Maxted Road, Hemel Hempstead Industrial Estate, Hemel Hempstead, Hertfordshire, HP2 7DX (the "**Chargor**"); and
- (2) **BARCLAYS BANK PLC** as Security Agent.

RECITALS

- (A) This deed is supplemental to a debenture dated 29 September 2015 between, amongst others, the ~~Chargor~~ and the Security Agent (the "**New Debenture**").
Stonegate Pub Company Limited
- (B) The Chargor owns or has acquired an interest in the freehold property specified in the schedule to this deed (the "**Property**") and is required to enter into this deed pursuant to clause 6.2 of the New Debenture.
- (C) This deed is supplemental to the New Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Unless otherwise expressly defined in this Deed or the context otherwise required, words and expressions defined in the New Debenture or the Intercreditor Deed have the same meaning in this deed or any notice given under or in connection to this deed.
- 1.2 The provisions of clause 1.3 (*Construction*) of the New Debenture apply to this deed as though they were set out in full in this deed except that references to the New Debenture are to be construed as references to this deed.
- 1.3 The terms of the Secured Debt Documents and of any side letters between any party in relation to any Secured Debt Documents are incorporated in this deed to the extent required for any purported disposition of the Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. CHARGING CLAUSE

The Chargor charges:

- (a) in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
- (b) with full title guarantee; and
- (c) as Security for the payment and discharge of all Secured Obligations,

by way of first legal mortgage the Property and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, including all Related Rights.

3. INCORPORATION

The provisions of clause 4 (*Negative pledge and disposals*) and clauses 14 (*Enforcement*) to 28 (*Governing Law and Submission to Jurisdiction*) (both inclusive) of the New Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the New Debenture to "a Chargor" shall be deemed to be references to the Chargor.

4. LAND REGISTRY

- 4.1 The Chargor consents to an application being made and shall, if requested by the Security Agent, apply to the Land Registry to enter notice of this deed on the Charges Register of the Property together with a restriction in the following terms to be entered on the Proprietorship Register of the Property as is now or hereafter registered at the Land Registry under the Land Registration Act 2002:

"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 22. December 2016 in favour of **BARCLAYS BANK PLC** referred to in the Charges Register."

- 4.2 To the extent that the Secured Parties are under an obligation to make further advances, the Chargor shall also make an application (and consents to an application being made) to the Land Registry for a note of such obligation to be entered on the Charges Register of the Property.
- 4.3 The Chargor hereby certifies, in respect of the Property title (which is registered at the Land Registry), that the Security created by this deed does not contravene any of the provisions of the constitution of the Chargor.

5. CONTINUATION

- 5.1 The New Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the New Debenture and this deed shall be read and construed together.
- 5.2 This Security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for the payment and discharge of the Secured Obligations and this Security may be enforced against the Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

- 5.3 References in the New Debenture to "this Deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the New Debenture as supplemented by this deed.

6. ACKNOWLEDGEMENTS

This document is a Transaction Security Document for the purposes of the Intercreditor Agreement.

7. INTERCREDITOR AGREEMENT

The application of recoveries under this deed is regulated by the terms of the Intercreditor Agreement.

8. COVENANT TO RELEASE

The Security Agent shall, at the cost of the Chargor on the date on which it is satisfied that all the Secured Obligations have been irrevocably and unconditionally paid and discharged in full and no further Secured Obligations are capable of becoming outstanding, take all reasonable steps to release the Property from the Security constituted by this deed.

9. COUNTERPARTS

This deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the deed.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This deed is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this deed are governed by English law.
- 10.2 Subject to clause 10.4 below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) or the consequences of its nullity (a "**Dispute**").
- 10.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.
- 10.4 This clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:
- (a) proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (b) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof the parties hereto have caused this deed to be duly executed on the date first written above.

SCHEDULE THE PROPERTIES

Description	Title No.	Address
Walkabout - Blackpool	LA760809	1 - 9 Queen Street, Blackpool
Walkabout - Blackpool	LA582813	7 and 9 Queen Street, Blackpool
Walkabout - Blackpool	LA678782	3, 5, 7, 9 & 11 The Strand, Blackpool
Walkabout - Derby	DY289792	9 and 10 Market Place, Derby
Walkabout - Derby	DY20004	11 Market Place, Derby
Walkabout - Newquay	CL61501	The Camelot Cinema, Crescent Road, Newquay
Walkabout - Exeter	DN172680	99 Fore Street, Exeter
Walkabout - Exeter	DN387632	101 Fore Street, Exeter

EXECUTED AS A DEED on behalf of
INTERtain (BARS) LIMITED
acting by
a director, in the presence of:

)
)
)

Signature of witness

[Redacted]

Name of witness

Nick Kerkou

Address of witness

[Redacted]

Occupation of witness

Company Director

EXECUTED as a DEED by

as

Authorised Signatory of Barclays
Bank PLC in the presence of:

.....
Signature of Authorised Signatory

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

a director, in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED by
CHRIS KETCHER as
Authorised Signatory of Barclays
Bank PLC in the presence of:

..... Barclays Bank PLC
Address of witness 5 The North Colonnade
Canary Wharf
.....
Occupation of witness; London
E14 4BB
BANK OFFICER