



Registration of a Charge

Company name: **NEW WORLD TRADING COMPANY (UK) HOLDINGS LIMITED**
Company number: **08413570**



Received for Electronic Filing: **16/12/2020**

Details of Charge

Date of creation: **11/12/2020**
Charge code: **0841 3570 0004**
Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT**
Brief description: **NONE**

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: **WE 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 PART OF THE**

**CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE
CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO
EACH OTHER PART OF SUCH CHARGING INSTRUMENT.**

Certified by:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8413570

Charge code: 0841 3570 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2020 and created by NEW WORLD TRADING COMPANY (UK) HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2020 .

Given at Companies House, Cardiff on 17th December 2020

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**



OLLG/RICC/070001.01420/75581576.1

Confirmatory Debenture (additional secured liabilities)

Dated 11 December 2020

Christopher Midco 2 Limited
(as Parent)

The companies listed in Schedule 1
(together with the Parent, the Original Chargors)

National Westminster Bank plc
(as Security Agent)

Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Deed 11 December **2020**

Dated

Between

- (1) Christopher Midco 2 Limited, a company incorporated under the laws of England and Wales with registered number 10193609 having its registered office at 2 Malt Street, Knutsford, WA16 6ES (the **Parent**);
- (2) The companies listed in Schedule 1 (*Original Chargors*) (the **Chargors**); and
- (3) National Westminster Bank plc as trustee for the Secured Parties (the **Security Agent**).

Recitals

- A The Security Agent (previously under the name of The Royal Bank of Scotland plc prior to the ring-fencing transfer scheme) and the Chargors have entered into a debenture (the **Debenture**) dated 30 January 2017.
- B On 30 April 2018, The Royal Bank of Scotland plc (company number SC090312) was renamed NatWest Markets Plc. On or about the date of this Deed, NatWest Markets plc transferred its role as Security Agent to National Westminster Bank plc.
- C The Chargors, the Security Agent and others have entered into, or are proposing to enter into, an amendment and restatement agreement (the **Amendment and Restatement Agreement**) under the terms of which the parties to the Facility Agreement agree to amend and restate the Facility Agreement.
- D Each Chargor has agreed to enter into this Deed to charge its respective business, assets and undertaking as a continuing security for the payment and discharge of the Secured Liabilities notwithstanding the changes made to the Finance Documents (as defined in the Facility Agreement) pursuant to the Amendment and Restatement Agreement.
- E The conditions precedent to the effectiveness of the amendments to the Facility Agreement set out in the Amendment and Restatement Agreement include the entry by the Chargors into this Deed.
- F This Deed is a Transaction Security Document.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- 1.1.1 Unless this Deed expressly provides otherwise, any capitalised term in this Deed, or any term deemed to be incorporated in this Deed, shall have the same meaning as it would have in the Debenture.
- 1.1.2 In this Deed, **Facilities Agreement** means the facility agreement between, among others, the Parent, the Security Agent and the Chargors dated 30 January 2017 as amended and restated by amendment and restatement agreements dated 22 June 2018 and 21 June 2019

EXECUTION VERSION

and amended by amendment letters dated 23 December 2019, 28 February 2020 and 6 March 2020, 13 March 2020, 28 June 2020, 30 September 2020 and 30 October 2020.

- 1.1.3 In this Deed, **Secured Liabilities** means all present and future indebtedness, monies, obligations and liabilities of each Borrower and each other Obligor to the Secured Parties under the Finance Documents (including this Deed), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents together with all Expenses.

2 Creation of Security

- 2.1 As a continuing security for the Secured Liabilities, each Chargor respectively charges, mortgages and assigns on the terms set out in Clauses 3 (*Fixed Security*) and 4 (*Floating Charge*) of the Debenture, all its business, assets and undertaking as more specifically referred to in the Debenture, upon the terms contained in the Debenture.
- 2.2 This Deed is supplemental to the Debenture. Other than to the extent this Deed expressly provides otherwise the rights, obligations, consents and other terms in the Debenture relating to the Security granted under it, shall apply to the Security granted under Clause 2.1 of this Deed, as if set out in full in this Deed including without limitation clause 7.1 (*Negative Pledge*) (containing a term prohibiting or restricting the Chargors from creating further security that will rank equally with or ahead of the Security constituted by this Deed).

3 Registration at Companies House

Each Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

4 Continuing Debenture

Nothing in this Deed is intended to imply, or should be construed as implying, that the Security created under the Debenture is not effective to secure the Secured Liabilities. The Debenture shall continue in full force and effect as supplemented by this Deed.

5 Further provisions

The provisions of clauses 1.3 to 1.12 (both inclusive) (*Construction*), 1.13 (*Third Party rights*), 12 (*Covenant to Pay and Guarantee*), 25 (*Notices*), 26 (*Counterparts*) and 27 (*Applicable Law and Jurisdiction*) of the Debenture shall apply to this Deed as they apply to the Debenture.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

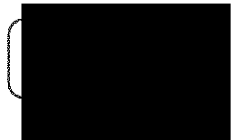
Schedule 1- Original Chargors

Name of Chargor	Company number	Notice details
Christopher Midco 2 Limited	10193609	Address: 2 Malt Street, Knutsford, WA16 6ES Attention: Jim Pickworth
Christopher Bidco Limited	10194585	Address: 2 Malt Street, Knutsford, WA16 6ES Attention: Jim Pickworth
New World Trading Company (UK) Holdings Limited	08413570	Address: 2 Malt Street, Knutsford, WA16 6ES Attention: Jim Pickworth
New World Trading Company (UK) Limited	07685158	Address: 2 Malt Street, Knutsford, WA16 6ES Attention: Jim Pickworth
New World Pub Company (Leeds) Limited	07984119	Address: 2 Malt Street, Knutsford, WA16 6ES Attention: Jim Pickworth
The Oast House Manchester Limited	07685474	Address: 2 Malt Street, Knutsford, WA16 6ES Attention: Jim Pickworth
Magnolia Bell Limited	07032512	Address: 2 Malt Street, Knutsford, WA16 6ES Attention: Jim Pickworth
Liverpool Lodge Limited	08334628	Address: 2 Malt Street, Knutsford, WA16 6ES Attention: Jim Pickworth

The Chargors

Executed as a deed by)
Christopher Midco 2 Limited)
acting by a)
director in the presence of:)

Jim Pickworth



Signature of witness: 

Samantha Carr

Name of witness: Samantha Carr


Address 

.....
.....

Executed as a deed by)
Christopher Bidco Limited)
acting by a)
director in the presence of:)

Jim Pickworth



Signature of witness: 

Samantha Carr

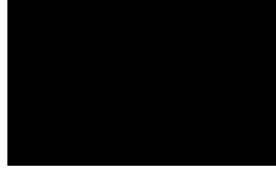
Name of witness: Samantha Carr

Address 

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EXECUTION VERSION

Executed as a deed by)
New World Trading Company (UK))
Holdings Limited)
acting by a)
director in the presence of:)



Jim Pickworth

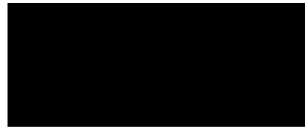
Signature of witness:
Samantha Carr

Samantha Carr

Name of witness:
Samantha Carr

Address
.....
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Executed as a deed by)
New World Trading Company (UK))
Limited)
acting by a)
director in the presence of:)



Jim Pickworth

Signature of witness:
Samantha Carr

Samantha Carr

Name of witness:
Samantha Carr

Address
.....
.....

EXECUTION VERSION

Executed as a deed by)
New World Pub Company (Leeds) Limited)
acting by a)
director in the presence of:)

Jim Pickworth

Signature of witness:
Samantha Carr
Name of witness: Samantha Carr
Address
.....
.....

Executed as a deed by)
The Oast House Manchester Limited)
acting by a)
director in the presence of:)

Jim Pickworth

Signature of witness:
Samantha Carr
Name of witness: Samantha Carr
Address
.....
.....

EXECUTION VERSION

Executed as a deed by)
Magnolia Bell Limited)
acting by a)
director in the presence of:)

Jim Pickworth

Signature of witness:
Samantha Carr Samantha Carr

Name of witness:

Address
.....
.....

Executed as a deed by)
Liverpool Lodge Limited)
acting by a)
director in the presence of:)

Jim Pickworth

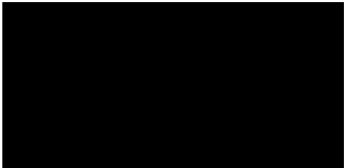
Signature of witness:
Samantha Carr Samantha Carr

Name of witness:

Address
.....
.....

Security Agent

Signed for and on behalf of)
National Westminster Bank plc)



Jonathan Head