



**Registration of a Charge**

Company Name: **HAWTHORN LEISURE (BRAVO INNS) LIMITED**

Company Number: **12252416**



Received for filing in Electronic Format on the: **17/01/2023**

XBVDPD7C

**Details of Charge**

Date of creation: **13/01/2023**

Charge code: **1225 2416 0001**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE**

Brief description:

**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: 12252416

Charge code: 1225 2416 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th January 2023 and created by HAWTHORN LEISURE (BRAVO INNS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2023 .

Given at Companies House, Cardiff on 18th January 2023

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 13 January 2023

**BETWEEN:**

- (1) **THE COMPANIES** listed in Schedule 1 (each a "**New Chargor**" and together the "**New Chargors**"); and
- (2) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

**RECITAL:**

- (A) This deed is supplemental to (i) a debenture dated 3 September 2017 and made between, amongst others, AT Brady Holdings Limited and Intermediate Capital Group plc, as amended pursuant to an amendment and restatement deed dated 19 August 2021 (the "**2017 Debenture**") and (ii) a debenture dated 19 August 2021 between, amongst others, the Chargors named therein and Intermediate Capital Group plc (the "**2021 Debenture**"), as previously supplemented and amended by earlier Security Accession Deeds (the 2017 Debenture, the 2021 Debenture and the earlier Security Accession Deeds are together the "**Debentures**" and each a "**Debenture**").
- (B) The Security Agent, Intermediate Capital Group plc and AT Brady Holdings entered into an agent and security agent replacement and appointment deed dated 7 October 2022 whereby Intermediate Capital Group plc assigned all of its rights, title and interests as security agent to the Security Agent under and in accordance with the terms of the Debentures and subsequently Intermediate Capital Group plc ceased to act as security agent under and in connection with the Finance Documents.

**NOW THIS DEED WITNESSES** as follows:**1. INTERPRETATION****1.1 Definitions**

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

**1.2 Construction**

Clause 1.2 (*Construction*) of each Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the applicable Debenture were references to this deed.

**2. ACCESSION OF NEW CHARGORS****2.1 Accession**

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

## **2.2 Covenant to Pay**

Each 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 in accordance with their terms.

## **2.3 Fixed Charges**

Each 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 Material Property; and
- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under clause 2.3(a)) in the Property (other than any Short Leasehold Property);
  - (ii) all Subsidiary Shares;
  - (iii) all Investments (other than Subsidiary Shares);
  - (iv) all Equipment;
  - (v) all Book Debts;
  - (vi) all Blocked Accounts (including as specified in schedule 5 (Accounts));
  - (vii) all Material Intellectual Property (including as specified in schedule 7 (Material Intellectual Property));
  - (viii) its goodwill and uncalled capital;
  - (ix) to the extent not effectively assigned by clause 2.4 (*Security Assignment*):
    - (A) the Assigned Agreements;
    - (B) the Insurances; and
    - (C) the Hedging Agreements.

## **2.4 Security Assignment**

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

- (a) the Assigned Agreements (including as specified in schedule 6 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 4 (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 each New Chargor re-assign the relevant rights, title and interest in the assigned assets to each 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 Obligations, each 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.

## **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. NOTICES**

Each New Chargor confirms that its address details for notices under each Debenture and this deed is that identified with its name below.

## **5. 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: CHARGORS**

<b>Name</b>	<b>Jurisdiction of incorporation</b>	<b>Registered Number</b>
Bravo Inns II Limited	England and Wales	06364308
Hawthorn Leisure (Bravo Inns) Limited	England and Wales	12252416
Hawthorn Leisure Honey Limited	England and Wales	09225149
Hawthorn Leisure Acquisitions Limited	England and Wales	08958789
Bravo Inns Limited	England and Wales	06232939
Hawthorn Leisure Community Pubs Limited	England and Wales	09985157

**SCHEDULE 2: MATERIAL PROPERTY****Part 1: Registered Land**

<b>Chargor</b>	<b>Address or description</b>	<b>Title number</b>
Bravo Inns II Limited	P04604 The Millstone, 52 Harvey Lane, Golborne, Wigan, WA3 3RS and Land Adjoining The Millstone, 52 Harvey Lane, Golborne, Wigan, WA3 3RS	GM823794 and GM888310
Hawthorn Leisure Honey Limited	P03898 Clock Tower, 4 Allhallows Lane, Kendal, LA9 4JH	CU165508
	P03916 Vic, 43-45 Darwen Street, Blackburn, BB2 2BH	LA643119
	P03906 Lord Nelson, 2 Manchester Road, Nelson, BB9 7EG	LA916517
	P03913 The Railway, Station Lane, Featherstone, Pontefract, WF7 5BA	WYK528956
Hawthorn Leisure Acquisitions Limited	P03559 Blessington Carriage, 11-17 Chapel Street, Derby DE1 3GU	DY226105
	P03562 Boatmans Rest, Edmunds Road, Worsbrough, Barnsley S70 4TD	SYK121311 and SYK396422

**Part 2: Unregistered Land**

None, as at the date of this deed.

**SCHEDULE 3: SUBSIDIARY SHARES**

<b>Chargor</b>	<b>Subsidiary</b>	<b>Number and class of shares</b>	<b>Details of nominees (if any) holding legal title to shares</b>
Hawthorn Leisure (Bravo Inns) Limited	Bravo Inns Limited	769,170,394 Ordinary	None
Hawthorn Leisure (Bravo Inns) Limited	Bravo Inns II Limited	1,663,211,612 Ordinary	None



**SCHEDULE 4: INSURANCE POLICIES**

<b>Policy</b>	<b>Type of Cover</b>	<b>Insurer / Capacity Provider</b>	<b>Policy numbers</b>
Corporate Select	Property and Business Interruption	NFU Mutual	080x7938097
Commercial Select	Employers, Public and Products Liability	NFU Mutual	080x7915411
Motor Fleet	Motor Policy	NFU Mutual	003x7957002

SCHEDULE 5: ACCOUNTS

Chargor	Account Bank	Sort Code	Account Number
Part 1: Blocked Accounts			
None, as at the date of this deed.			
Part 2: Operating Accounts			
Bravo Inns II Limited	RBS Current	████	████
	RBS Reserve	████	████
Hawthorn Leisure Honey Limited	Natwest Current	████	████
	Natwest Current	████	████
Hawthorn Leisure Acquisitions Limited	Natwest Current	████	████
Bravo Inns Limited	RBS Current	████	████
	RBS Reserve	████	████

## **SCHEDULE 6: ASSIGNED AGREEMENTS**

None, as at the date of this deed.

**SCHEDULE 7: MATERIAL INTELLECTUAL PROPERTY**

None, as at the date of this deed.

**SIGNATORIES TO DEED OF ACCESSION**

**NEW CHARGORS**

Executed as a deed, but not delivered until the first date specified on page 1, by **BRAVO INNS II LIMITED** acting by a director

In the presence of:

Signature of director \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name  
LISA CANT

(IN BLOCK CAPITALS): \_\_\_\_\_

Witness address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notice Details**

Address: c/o Proprium Capital Partners, 49 Berkeley Square, 2nd Floor, London W1J 5A

Copy to: Milton Gate, 60 Chiswell Street, London, United Kingdom, EC1Y 4AG

Email: John.Clingan@proprium.com and Nick.Gray@AdmiralTaverns.co.uk

Attention: John Clingan and Nick Gray

Executed as a deed, but not delivered until the first date specified on page 1, by **HAWTHORN LEISURE (BRAVO INNS) LIMITED** acting by a director

In the presence of:

Signature of director

Witness signature

Witness name

LISA CANT

(IN BLOCK CAPITALS):

Witness address:

#### Notice Details

Address: c/o Proprium Capital Partners, 49 Berkeley Square, 2nd Floor, London W1J 5A

Copy to: Milton Gate, 60 Chiswell Street, London, United Kingdom, EC1Y 4AG

Email: John.Clingan@proprium.com and Nick.Gray@AdmiralTaverns.co.uk

Attention: John Clingan and Nick Gray

Executed as a deed, but not delivered until the first date specified on page 1, by **HAWTHORN LEISURE HONEY LIMITED** acting by a director

In the presence of:

Signature of director



Witness signature

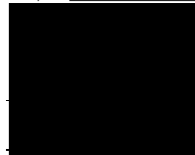


Witness name

LISA CANT

(IN BLOCK CAPITALS):

Witness address:



### Notice Details

Address: c/o Proprium Capital Partners, 49 Berkeley Square, 2nd Floor, London W1J 5A

Copy to: Milton Gate, 60 Chiswell Street, London, United Kingdom, EC1Y 4AG

Email: John.Clingan@proprium.com and Nick.Gray@AdmiralTaverns.co.uk

Attention: John Clingan and Nick Gray

Executed as a deed, but not delivered until the first date specified on page 1, by **HAWTHORN LEISURE ACQUISITIONS LIMITED** acting by a director


In the presence of:

Signature of director \_\_\_\_\_ 

Witness signature \_\_\_\_\_ 

Witness name \_\_\_\_\_  
LISA CANT

(IN BLOCK CAPITALS): \_\_\_\_\_

Witness address: \_\_\_\_\_  
\_\_\_\_\_  \_\_\_\_\_  
\_\_\_\_\_

### Notice Details

Address: c/o Proprium Capital Partners, 49 Berkeley Square, 2nd Floor, London W1J 5A

Copy to: Milton Gate, 60 Chiswell Street, London, United Kingdom, EC1Y 4AG

Email: John.Clingan@proprium.com and Nick.Gray@AdmiralTaverns.co.uk

Attention: John Clingan and Nick Gray



Executed as a deed, but not delivered until the first date specified on page 1, by **BRAVO INNS LIMITED** acting by a director

In the presence of:

Signature of director

Witness signature

Witness name

Lisa Cant

(IN BLOCK CAPITALS):

Witness address:

#### Notice Details

Address: c/o Proprium Capital Partners, 49 Berkeley Square, 2nd Floor, London W1J 5A

Copy to: Milton Gate, 60 Chiswell Street, London, United Kingdom, EC1Y 4AG

Email: John.Clingan@proprium.com and Nick.Gray@AdmiralTaverns.co.uk

Attention: John Clingan and Nick Gray

Executed as a deed, but not delivered until the first date specified on page 1, by **HAWTHORN LEISURE COMMUNITY PUBS LIMITED** acting by a director

In the presence of:

Signature of director

Witness signature

Witness name

LISA CANT

(IN BLOCK CAPITALS):

Witness address:

#### Notice Details

Address: c/o Proprium Capital Partners, 49 Berkeley Square, 2nd Floor, London W1J 5A


Copy to: Milton Gate, 60 Chiswell Street, London, United Kingdom, EC1Y 4AG

Email: John.Clingan@proprium.com and Nick.Gray@AdmiralTaverns.co.uk

Attention: John Clingan and Nick Gray

**SECURITY AGENT**

Signed for and on behalf of **GLAS TRUST  
CORPORATION LIMITED**

)  
) Signature of authorised  
) signatory   
EMMA BATCHELOR  
Name (block capitals) \_\_\_\_\_  
**Authorised Signatory**

**Notice Details**

Address: GLAS Trust Corporation Limited, 55 Ludgate Hill Level 1 West, London, EC4M 7JW  
Email: Emma.Batchelor@glas.agency  
Attention: Emma Batchelor