

# MR01

## Particulars of a charge



**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR08

WEDNESDAY



SCT \*S3JZK801\* #461  
05/11/2014  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 0 3 9 8 2 4 4 7  
Company name in full PUNCH TAVERNS (VPR) LIMITED

136 For official use  
→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d2 d1 m1 m0 y2 y0 y1 y4

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name DEUTSCHE TRUSTEE COMPANY LIMITED  
(the "Security Trustee")

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

ALL AND WHOLE the subjects known as and forming Copper Top, 2 Dorrator Road, Falkirk FK1 4BN being the subjects registered in the Land Register of Scotland under title number STG42569

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**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

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**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X

*R M Macneil*

PARTNER FOR SHEPHERD AND WEDDERBURN LLP

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name IAW.ANC AEA P10310.1002

Company name Shepherd and Wedderburn LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region

Postcode 

E	H	3		9	A	G
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Country

DX DX ED58 Edinburgh

Telephone 0131 656 2000



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following.**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

**Please note that all information on this form will appear on the public record**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3982447

Charge code: 0398 2447 0136

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2014 and created by PUNCH TAVERNS (VPR) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2014.

Given at Companies House, Cardiff on 11th November 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



SHEPHERD+ WEDDERBURN

Edinburgh 04/11/2014

Certified true copy, save for material  
redacted pursuant to s 859G of the  
Companies Act 2006

For Shepherd and Wedderburn LLP

**STANDARD SECURITY**

By  
PUNCH TAVERNS (VPR) LIMITED  
In favour of  
DEUTSCHE TRUSTEE COMPANY LIMITED  
as Security Trustee

2014

Subjects    Copper Top, 2 Dorrator Road, Falkirk registered in  
the Land Register for Scotland under the title  
number STG42569

IAW ANC P10310 1002

FAS NO 8212

We, **PUNCH TAVERNS (VPR) LIMITED**, incorporated under the Companies Acts in England, (Number 03982447) having our registered office at Jubilee House, Second Avenue, Burton Upon Trent, Staffordshire DE14 2WF (hereinafter referred to as the "**Chargor**") CONSIDERING that

- (1) in terms of two loan facility agreements (each as amended or supplemented from time to time, the "**Issuer/Borrower Facility Agreement**") entered into between PUNCH PARTNERSHIPS (PTL) LIMITED (formerly Punch Taverns (PTL) Limited, Punch Pub Company (PTL) Limited and Punch Taverns Limited), incorporated under the Companies Acts (Number 3512363) and having its registered office at Jubilee House, Second Avenue, Burton Upon Trent, Staffordshire DE14 2WF (hereinafter referred to as the "**Borrower**"), PUNCH TAVERNS FINANCE PLC, incorporated under the Companies Acts in England (Number 3487780) and having its registered office at Jubilee House, Second Avenue, Burton Upon Trent, Staffordshire DE14 2WF (hereinafter referred to as the "**Issuer**") and others dated 26 March 1998 and 3 November 2003 respectively (each as amended and restated on or about the date hereof), the Issuer has agreed to make available to the Borrower and others certain loan facilities,
- (2) in security of the performance of, *inter alia*, the obligations of the Borrower under or pursuant to the Issuer/Borrower Facility Agreement we have entered into a deed of charge (as amended or supplemented from time to time, the "**Punch Taverns Third Priority Deed of Charge**") between us, the Borrower, the Issuer, DEUTSCHE TRUSTEE COMPANY LIMITED, incorporated under the Companies Acts in England (Number 338230) and having its registered office at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its capacity as security trustee thereunder, the "**Security Trustee**") and others dated on or about the date hereof in terms of which, *inter alia*, the Security Trustee agreed to hold on trust the security created by and pursuant to the Punch Taverns Third Priority Deed of Charge to secure the respective obligations of the parties thereto under the Issuer/Borrower Facility Agreement and the Punch Taverns Third Priority Deed of Charge,
- (3) in accordance with the terms of the Punch Taverns Third Priority Deed of Charge we have agreed to grant this deed, and
- (4) words and expressions defined in the Amended Master Definitions and Construction Schedule appended to the 2014 Restructuring Implementation Deed (as the same may be amended from time to time) shall, unless the context otherwise requires have the same meaning herein and this deed shall be construed in accordance with the rules of construction set out therein

NOW THEREFORE we, the Chargor, in security of the payment and discharge of all moneys and liabilities whatsoever constituting the amounts secured pursuant to clause 2 (*Covenant to Perform Secured Obligations and Pay Secured Amounts*) of the Punch Taverns Third Priority Deed of Charge which now or at any time hereafter may (whether before or after demand) become due, owing or payable pursuant to clause 2 (*Covenant to Perform Secured Obligations and Pay Secured Amounts*) of the Punch Taverns Third Priority Deed of Charge and any variation or alteration thereof and in implement *pro tanto* of clause 7.2 (*Scottish Property*) of the Punch Taverns Third Priority Deed of Charge HEREBY GRANT a Standard Security in favour of the Security Trustee and its successor or successors as security trustee and trustees under and in terms of the Punch Taverns Third Priority Deed of Charge over ALL and WHOLE the subjects known as and forming Copper Top, 2 Dorrator Road, Falkirk FK1 4BN being the subjects registered in the Land Register of Scotland under title number STG42569 (the "**Security Subjects**") The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative of the time being shall


apply And we agree that (ONE) the Standard Conditions shall be varied to the effect that in so far as the provisions of the Issuer/Borrower Facility Agreement or either of them or the Punch Taverns Third Priority Deed of Charge extend, add to, depart from or conflict with the Standard Conditions, the Issuer/Borrower Facility Agreement or either of them or the Punch Taverns Third Priority Deed of Charge (as the case may be) shall (subject to the provisions of the said Act) prevail and take effect and (TWO) on and following the service of a Borrower Enforcement Notice we shall be deemed to be in default within the meaning of Condition 9(1)(b) of the Standard Conditions whereupon and without prejudice to all other rights and powers under the said Act or the Relevant Documents, and the Security Trustee shall be entitled to enter into possession of the Security Subjects and to take warrant of summary ejection against us for the purpose of obtaining such possession And we grant warrandice but excepting therefrom all current standard securities and all current leases and rights of occupation affecting the Security Subjects as at the date of execution hereof IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed as follows

SUBSCRIBED for and on behalf of the  
said **PUNCH TAVERNS (VPR) LIMITED**

At **ONE BUNHILL ROW, LONDON**

On **3 OCTOBER 2014**

by **EDWARD MICHAEL BASHFORTH**  
Full Name

  
Authorised Signatory

In the presence of this witness

 Witness

**CHRISTOPHER JAMES DEAN** Full Name

**SLAUGHTER AND MAY** Address  
**ONE BUNHILL ROW**  
**LONDON EC1Y 8YY**