

MR01

Particulars of a charge

101676 | 13



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

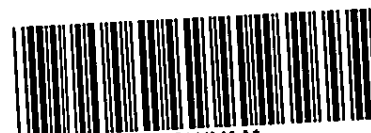
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form M

For further information, please
refer to our guidance at

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
scanned and placed on the public record



A03 *A2GN1VAA* 10/09/2013 #101
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 03997571
Company name in full BRAMWELL PUBS AND BARS LIMITED
the ("Charging Company")

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 06/09/2013

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 THE ROYAL BANK OF SCOTLAND PLC

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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Ground floor and basement and mezzanine levels of the building known as The Fountain Precinct as demised by an Underlease dated 24 June 2013 between (1) Barracuda Bars Company Limited (in administration) (2) Bramwell Pubs and Bars Limited and (3) The Administrators out of Title Number SYK393858

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Fixed charge or fixed security

Does the instrument include a fixed 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

6

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 chargor from creating any 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 ①

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

[✓]

① 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

DA Roper UK LLP

X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Jack Edmondson

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode EC2V 7EE

Country

DX DX 33866 Finsbury Square

Telephone 02071537969



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3997571

Charge code: 0399 7571 0181

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th September 2013 and created by BRAMWELL PUBS AND BARS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th September 2013

A handwritten signature in black ink, appearing to be 'D.K.' or similar.

Given at Companies House, Cardiff on 11th September 2013





WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

DATE

SIGNED

DLA PIPER UK LLP

DATED

6 September

2013

(1) BRAMWELL PUBS AND BARS LIMITED
as Charging Company

- and -

(2) THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee

SUPPLEMENTAL LEGAL CHARGE

to a debenture dated 27 September 2012
relating to
ground floor and basement and mezzanine
levels, of the building known as The
Fountain Precinct, Sheffield

This Supplemental Legal Charge is subject to and has the benefit of an Intercreditor Agreement dated 27 September 2012 and made between, among others, (1) the Parent, (2) the other Obligors, (3) the Security Trustee and (4) the Investors (as each such term is defined therein)

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THIS SUPPLEMENTAL LEGAL CHARGE is made on 6 September 2013

BETWEEN:

- (1) **BRAMWELL PUBS AND BARS LIMITED** a company incorporated and registered under the laws of England and Wales with registered number 03997571 with its registered office at Lunar House, Fieldhouse Lane Globe Park, Marlow, Buckinghamshire, SL7 1LW (the "**Charging Company**"), and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (as Security Trustee for the Secured Parties (as defined by reference below)) (in such capacity, the "**Security Trustee**")

BACKGROUND:

- A The Charging Company is a party to the Debenture (as defined below) under which it granted security over all its present and future assets as security for the Secured Obligations (as defined in the Debenture)
- B The Charging Company enters into this Deed pursuant to clauses 11 4(b) (*Property undertaking - acquisitions and notices to the Land Registry*) and 20 (*Further assurances*) of the Debenture in order to perfect the security created by the Debenture over the Acquired Property (as defined below)

IT IS AGREED:

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the recitals to it)

- (a) terms defined in or construed for the purposes of the Debenture (as defined below) have the same meanings when used in this Deed (unless otherwise defined in this Deed), and
- (b) the following terms have the following meanings

"Acquired Property" means the property specified in the schedule (*Details of Acquired Property*) and each part of it,

"Debenture" means the debenture dated 27 September 2012 and made between (1) the companies named in it as Charging Companies and (2) the Security Trustee

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to the "**Charging Company**" or the "**Security Trustee**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees
- (b) The principles of construction set out in clause 1 2 (*Interpretation*) of the Debenture shall apply to this Deed, with any necessary changes, as if they were set out in full in this Deed

1.3 Incorporation of provisions

Clauses 1 3 (*Trust*), 1 4 (*Third party rights*) and 29 (*Notices*) of the Debenture are incorporated into this Deed, with any necessary changes and as if references in them to the "*Debenture*" or "*this Deed*" were references to this Deed, as if they were set out in full in this Deed

GRANT OF SECURITY

1.1 Nature of security

All Security and dispositions created or made by this Deed are created or made

- (a) in favour of the Security Trustee,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

1.2 Legal charge

The Charging Company charges and agrees to charge by way of first legal mortgage all its present and future right, title and interest in and to the Acquired Property and (to the extent not so charged)

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on the Acquired Property,
- (b) all easements, servitudes, rights and agreements in respect thereof,
- (c) all rents from, or proceeds of sale of, the whole or any part of the Acquired Property, and
- (d) the benefit of all covenants given in respect of the Acquired Property

1.3 Application of Debenture provisions

The Security created by this Deed is created "*pursuant to the Debenture*" and

- (a) all references in the Debenture to the "**Security Assets**" include the Acquired Property and the other assets charged by this Deed, and to the "**Debenture Security**" includes the Security created by or pursuant to this Deed, and
- (b) all provisions of the Debenture relating to the "**Security Assets**" or the "**Debenture Security**" (including, without limitation, obligations of the Charging Company and rights of enforcement) apply respectively to the Acquired Property and the other assets charged by this Deed and to the Security created by this Deed

1.4 Restriction

The Charging Company shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Trustee) for a restriction in the following terms to be entered on the Register of Title relating to the Acquired Property.

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2013 in favour of The Royal Bank of Scotland plc referred to in the charges register or their conveyancer"

2 Supplemental Deed

2.1 Debenture

- (a) This Deed is supplemental to the Debenture
- (b) This Deed is a Finance Document
- (c) From the date of this Deed the provisions of the Debenture and of this Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in this Deed

2.2 Continuance in force

For the avoidance of doubt, the provisions of the Debenture and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect

3 COSTS and expenses

The Charging Company shall promptly on demand pay to the Security Trustee the amount of all costs, charges and expenses (including legal fees, valuation fees (and any VAT or similar Tax thereon)) incurred by the Security Trustee in connection with the negotiation, preparation, execution, registration and completion of this Deed

4 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law


IN WITNESS of which this Deed has been duly executed by the Charging Company as a deed and duly executed by the Security Trustee and has been delivered on the first date specified on page 1 of this Deed by the Charging Company

SCHEDULE: DETAILS OF ACQUIRED PROPERTY

Address	Administrative area	Title number
Ground floor and basement and mezzanine levels of the building known as The Fountain Precinct as demised by an Underlease dated 24 June 2013 between (1) Barracuda Bars Company Limited (in administration) (2) Bramwell Pubs and Bars Limited and (3) The Administrators out of Title Number SYK393858	Sheffield	To be registered

EXECUTION PAGE

Executed as a deed, but not delivered until the)
first date specified on page 1 by **BRAMWELL**)
PUBS AND BARS LIMITED acting by)

 Signature of Director
ROGER MOXHAM Name of Director

in the presence of
 Signature of witness

SANDRA SCOTT Name of witness

c/o BRAMWELL PUB Co Address of witness

MARLOW

Occupation of witness

Address Lunar House
Globe Park
Fieldhouse Lane
Marlow
SL7 1LW

Attention

THE SECURITY TRUSTEE

Signed and delivered as a deed by **THE ROYAL BANK OF SCOTLAND PLC** by a duly authorised attorney

Signature
Duly authorised attorney

in the presence of

Signature of witness

Name of witness

250 Bishopsgate
London
EC2M 4AA

Address of witness

Occupation of witness

Address 250 Bishopsgate
London
EC2M 4AA

Fax 020 7678 8727

Attention Jacob Nielsen