

MR01

Particulars of a charge



Companies House

233012/13

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 MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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. It must be
scanned and placed on the public record

WEDNESDAY



A2K2P7C9

A07

30/10/2013

#206

COMPANIES HOUSE

1 Company details

Company number 05504003

Company name in full PW No 8 Limited

3			
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 28/10/2013

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 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

MR01

Particulars of a charge

4

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

Freehold property known as Battle Axes Butterfly Lane Estree
WD6 3AD registered at HM Land Registry under title number
HD337581

Freehold property known as Ship & Royal 91 Clifton Street
Lytham St Annes FY8 5EH registered at HM Land Registry under
title number LA873091

Freehold property known as Lumbertubs 2 Lumbertubs Lane
Northampton NN3 6JR registered at HM Land Registry under title
number NN160994

Freehold property known as Fox & Pheasant Gerrards Cross Road
Slough SL2 4EZ registered at HM Land Registry under title
number BM2080

Freehold property known as Hinderton Arms Chester High Road
Wirral CH64 7TA registered at HM Land Registry under title
number CH367429 and all the other plots of land listed in the
instrument

For more details please refer to the instrument

5

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**

MR01

Particulars of a charge

8

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)

9

Signature

Please sign the form here

Signature

Signature

X Allen & Ivory LLP X

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

MR01

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 Mark Taylor

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone +44 (0)20 3088 0000



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 LF - 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: 5504003

Charge code: 0550 4003 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2013 and created by PW NO8 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2013.

[Handwritten signature]

Given at Companies House, Cardiff on 4th November 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Except for material redacted pursuant to s859G of the Companies Act 2006 I certify that this is a correct copy of the original document.

Allen & Overy LLP 28/10/13

CONFIRMATORY SECURITY AGREEMENT

DATED 28 OCTOBER 2013

PRESTBURY WENTWORTH LIMITED

and

THE COMPANIES LISTED IN SCHEDULE 1

and

**BANK OF SCOTLAND PLC
as Security Agent**

ALLEN & OVERY

Allen & Overy LLP

CONTENTS

Clause	Page
1 Interpretation	1
2 Creation of Security	2
3 Incorporation	6
4 H M Land Registry ..	6
5 Miscellaneous ..	6
6 Governing law	6
 Schedule	
1. Chargors	7
2 Real Property ..	8
 Signatories	 24

THIS DEED is dated **28** October 2013 and is made **BETWEEN**:

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (the **Chargors**); and
- (2) **BANK OF SCOTLAND PLC** as security agent (the **Security Agent**).

BACKGROUND:

- (A) Pursuant to a Security Agreement dated 25 March 2004 (the **Original Security Agreement**) and a supplemental security agreement dated 13 January 2010 between the **Chargors** and the **Security Agent** (the **Supplemental Security Agreement**), the **Chargors** created **Security Interests** over certain of their assets as security for, amongst other things, the present and future obligations and liabilities of each **Chargor** under the **Finance Documents** (as amended or supplemented).
- (B) The Facility Agreement has been further amended by a supplemental agreement dated **28** October 2013 between, among others, the **Chargors** and the **Security Agent** (the **Supplemental Agreement**).
- (C) Each **Chargor** and the **Security Agent** considers that the **Security Interests** created by the **Chargors** under the **Original Security Agreement** secure payment of the **Secured Liabilities** (as defined below) but enter into this Deed in case they do not.
- (D) This Deed is supplemental to the **Original Security Agreement**.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) In this Deed, **Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the **Obligors** to any **Finance Party** under the **Finance Documents** including those obligations and liabilities as they are amended by the **Supplemental Agreement**.
- (b) Capitalised terms defined in the **Original Security Agreement** have, unless expressly defined in this Deed, the same meaning in this Deed.
- (c) The provisions of clause 1.2 (Construction) of the **Facility Agreement** apply to this Deed as though they were set out in full in this Deed except that references to the **Facility Agreement** are to be construed as references to this Deed.
- (d)
 - (i) A **Finance Document** or other document or security includes (without prejudice to any prohibition on amendments) any amendment to that **Finance Document** or other document or security, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
 - (ii) the term **this Security** means any security created by this Deed; and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future assets.

- (e) Any covenant of the Chargors under this Deed (other than a payment obligation) remains in force during the Security Period
- (f) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (g) If the Security Agent considers (on the basis of legal advice) that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (h) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Security Agent,
 - (ii) is created over present and future assets of each Chargor,
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document
 - (i) that Chargor must notify the Security Agent promptly,
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself,
 - (iii) unless the Security Agent otherwise requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed, and
 - (iv) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it
- (c) The Security Agent holds the benefit of this Deed on trust for the Finance Parties
- (d) All the security created under this Deed
 - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities, and

- (ii) is created in addition to and does not affect the security created by the Original Security Agreement
- (e) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a third ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement and the Supplemental Security Agreement until such time as the Security Interest created by the Original Security Agreement and the Supplemental Security Agreement ceases to have effect
- (f) Subject to paragraph (b) above, where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and/or the Supplemental Security Agreement and the same asset or right is expressed to be assigned again under this Deed, that third assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement and the Supplemental Security Agreement ceases to have effect at a time when this Deed still has effect

2.2 Land

(a) Each Chargor charges

- (i) by way of a first priority legal mortgage all estates or interests in any freehold or leasehold property owned by it (this includes the real property specified in Appendix 1 (Real Property) to the various Deeds of Accession to the Original Security Agreement (the details of which are reproduced in Schedule 2 (Real Property) to this Deed)) and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property, and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights and licences or other agreement or document which gives that Chargor a right to occupy or use property

(b) A reference in this Deed to any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the relevant Chargor, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants

2.3 Investments

(a) Each Chargor charges

- (i) by way of a first priority legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

(b) A reference in this Deed to any stock, share, debenture, bond or other security includes

- (i) any dividend or interest paid or payable in relation to it, and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

2.5 Credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by this Deed) it has with any person and the debt represented by it

2.6 Book debts etc.

Each Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

2.7 Insurances

Each Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

2.8 Other contracts

Each Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of

- (a) its Relevant Contracts,
- (b) any letter of credit issued in its favour, and
- (c) any bill of exchange or other negotiable instrument held by it

2.9 Intercompany Loans

Each Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Intercompany Loans to which it is a party provided that while no Event of Default is outstanding the relevant Chargor may, subject to the terms of the Facility Agreement, exercise all its rights in respect of any Intercompany Loan to which it is a party and receive and exercise all rights in respect of the proceeds thereof

2.10 Miscellaneous

Each Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above, and
- (e) its uncalled capital

2.11 Floating charge

(a) Each Chargor charges by way of a first floating charge

- (i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause, and
- (ii) all its assets located in or otherwise governed by Scots law (irrespective of whether or not such assets are effectively mortgaged, charged or assigned by way of first mortgage, charge or assignment under this Clause)

(b) Except as provided below, the Security Agent may (acting on the instructions of the Majority Lenders) by notice to a Chargor convert the floating charge created by that Chargor under this Subclause into a fixed charge as regards any of that Chargor's assets specified in that notice, if

- (i) an Event of Default is outstanding, or
- (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

(c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of

- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

(d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator

(e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

3. INCORPORATION

The provisions of clause 3 (Representations - General) to 20 (Release) (inclusive) (other than clause 5.5 (H M Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

4. H.M. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M Land Registry

"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 [] referred to in the charges register or their conveyancer (Standard Form P) "

5. MISCELLANEOUS

(a) The Original Security Agreement will remain in full force and effect

(b) This Deed is designated a Finance Document

6. GOVERNING LAW

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

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1**CHARGORS**

Name of Chargor	Registration number
Prestbury Wentworth Limited	4875853
PW London Limited	5504006
PW No 1 Limited	5504000
PW No 2 Limited	5504008
PW No 3 Limited	5504007
PW No 4 Limited	5504001
PW No 5 Limited	5504005
PW No 6 Limited	5504010
PW No 7 Limited	5504004
PW No 8 Limited	5504003
PW Scotland Limited	5504042

SCHEDULE 2
REAL PROPERTY

Name of Chargor	Title number	Property
PW London Limited	LN71214	Zetland Arms 2 Bute Street London SW7 3EX
PW London Limited	226369	Shakespeares Head 29 Great Marlborough Street London W1F 7HZ
PW London Limited	BGL8197	Rutland 15 Lower Mall London W6 9DJ
PW London Limited	BGL8195	Goat 3a Kensington High Street London W8 5NP
PW London Limited	NGL228710	Birdcage 122 High Road London W4 1PU
PW London Limited	EGL144918	County Arms 420 Hale End Road London E4 9PB
PW London Limited	NGL711366	Museum Tavern 49 Great Russell Street London WC1B 3BA
PW London Limited	BGL5110	Greyhound 1 Kensington Square London W8 5EP
PW London Limited	SGL10743	Raynes Park 32 Coombe Lane London SW20 0LA
PW London Limited	NGL19549	Rose & Crown 2 Old Park Lane London W1Y 3LL
PW London Limited	332543 & 428732	Friend at Hand 4 Herbrand Street London WC1N 1HX
PW London Limited	TGL49642	Ship 10 Thames Bank London

		SW14 7QW
PW London Limited	LN106498	Rose & Crown 4 Crown Lane London SW16 3JG
PW London Limited	410426	Rose & Crown 1 Crooms Hill Greenwich SE10 8ER
PW London Limited	LN251688	Two Chairman 39 Dartmouth Street London SW1H 9BP
PW London Limited	54641 & 139932	Yacht 5 Crane Street London SE10 9NP
PW London Limited	NGL711730	Railway Tavern Hale Lane London NW7 3SB
PW London Limited	NGL477733	Albion 10 Thornhill Road London N1 1HW
PW Scotland Limited	MID57281	Milnes, 35 Hanover Street Edinburgh Scotland EH2 2PJ
PW Scotland Limited	MID57285	Shakespeares, 65 Lothian Road Edinburgh Scotland EH1 2DJ
PW Scotland Limited	GLA174323	Quo Vadis, 1856-1870 Paisley Road West Glasgow Scotland G52 3TN
PW Scotland Limited	MID57280	The Beehive Inn, 18/20 Grassmarket Edinburgh Scotland EH1 2JU comprising (1) the subjects registered in the Land Register of Scotland under Title Number MID57280 and (2) those subjects extending to 544 square metres or thereby, forming part of the background and green pertaining to Beehive Inn or hotel at numbers 18, 20, 22, 24, 26 and 28 Grassmarket, Edinburgh in the County of Midlothian as more particularly described in, dispo ned by and shown delineated in red on

the plan annexed and signed as relative to Disposition by Partstripe Limited in favour of Prestbury Wentworth Portfolio Limited dated 18 November 2004 and recorded in the Division of the General Register of Sasines for the County of Midlothian on 10 December 2004

PW Scotland Limited	ABN71319	Grays Inn, Greenfern Road Aberdeen Scotland AB16 5PY
PW Scotland Limited	ANG30771	Nine Maidens, Laird Street Dundee Scotland DD3 9QU
PW Scotland Limited	MID57283	Rainbow, 1 Craigmount View Edinburgh Scotland EH12 8HG
PW Scotland Limited	GLA174322	Argosy, 2202 Paisley Road West Glasgow Scotland G52 3SJ
PW Scotland Limited	MID57281	The Malt Shovel Inn 11-15 Cockburn Street Edinburgh Scotland EH1 1BP
PW Scotland Limited	ARG7611	Oban Inn, Stafford Street Oban Scotland PA34 5NJ
PW Scotland Limited	MID57284	Rynes, Haymarket Edinburgh Scotland EH12 5EY
PW Scotland Limited	MID57279	Barony, 81/85 Broughton Street Edinburgh Scotland EH1 3RJ
PW Scotland Limited	MID57282	Mathers, 1 Queensferry Street Edinburgh Scotland EH2 4PA
PW Scotland Limited	GLA174321	Crow Tavern, 118 Kirkintilloch Road Bishopbriggs Scotland G64 2AB
PW Scotland Limited	LAN170487	The tenant's interest in the Barrachnie Inn, 192-194 Glasgow

		Road Glasgow Scotland G69 6EU
PW Scotland Limited	LAN109161	Calderwood, 163 Maxwellton Avenue East Kilbride Scotland G74 3DX
PW No 1 Limited	WK350287	Old Mill Hotel Mill Hill Nr Coventry CV8 3AH
PW No 1 Limited	NN160638	Spinney Hill Kettering Road Northampton NN3 6LR
PW No 1 Limited	LA14439 & LA60671	Hope 226 Eccles Old Road Manchester M6 8AG
PW No 1 Limited	DT275814	Malt & Hops + Cool Bar 147 Parkwood Road Bournemouth BH5 2BW
PW No 1 Limited	NK144232	Kings Head Hotel Station Road Norwich NR12 8UR
PW No 1 Limited	SY634574	Stoneleigh Stoneleigh Broadway Stoneleigh KT17 2JA
PW No 1 Limited	GM55260	George & Dragon Hotel 422 Manchester Road Stockport SK4 5DH
PW No 1 Limited	TY386590	Fountain 116 Highfield Road South Shields NE34 6JL
PW No 1 Limited	LT322688	Owl & Pussycat 289 Melton Road Leicester LE4 7SL
PW No 1 Limited	SYK473314	Little Mester Nursery Road Sheffield S25 4BU
PW No 1 Limited	SGL9766	Beverley Lower Morden Lane Morden SM4 4SS

PW No 1 Limited	CH459888	Albion Hotel 1 Liverpool Road Widnes WA2 7EG
PW No 1 Limited	EX481482	Rose Inn Wakering Road Southend On Sea SS3 0PY
PW No 1 Limited	SL133705	Steam Wagon Inn Mount Pleasant Road Shrewsbury SY1 3EP
PW No 1 Limited	CU192003	Royal Oak Main Street Ambleside LA22 9BU
PW No 1 Limited	SY82021 & SY109297	Old Bell High Street Old Oxted RH8 9LP
PW No 1 Limited	P175173	Anchor Liverpool Road Preston PR4 5SL
PW No 1 Limited	ON164823	Ye Olde Aviator Cross Road Oxford OX18 3HQ
PW No 1 Limited	MS169384	Mersey Clipper 17 Prenton Road West Birkenhead L42 9PY
PW No 1 Limited	DY322058	Bell Inn Tamworth Road Sawley NG10 3GR
PW No 1 Limited	ON176007	Ye Olde Cross Keys 1 Market Square Oxford OX26 6AG
PW No 1 Limited	MS443185	Royal Oak East Lancashire Road St Helens WA10 5QN
PW No 1 Limited	GM846427	Church Inn 23 Chadderton Fold Oldham OL1 2RR
PW No 1 Limited	TY397324 & TY402000	Coach & Horses High Street Gateshead NE9 7JR
PW No 2 Limited	WM582603	Bear Inn Spencer Lane Coventry CV7 7BB

PW No 2 Limited	EGL314856	Golden Lion 2 High Street Romford RM1 1HR
PW No 2 Limited	LL95321	Playhouse 41 Watergate Grantham NG31 6NS
PW No 2 Limited	DT235025, DT263607 & DT275805	Old Rooms Inn Cove Row Weymouth DT4 8TT
PW No 2 Limited	CB155520	Fox & Hounds Thorpe Road Peterborough PE3 6NB
PW No 2 Limited	SY22457	Earl Beatty West Barnes Lane New Malden KT3 6LF
PW No 2 Limited	DY296616	Peacock Baslow Road Sheffield S17 3BQ
PW No 2 Limited	GM650065	Moss Vale Lostock Road Manchester M41 0TA
PW No 2 Limited	CU192044	Beehive Warwick Road Carlisle CA1 1LH
PW No 2 Limited	NT349504	Rose & Crown 500 Derby Road Lenton NG7 2GW
PW No 2 Limited	MX72914	Royal Hart 4 Church Road Ashford TW15 2UT
PW No 2 Limited	SY608284	Refectory Old Portsmouth Road Godalming GU8 5HJ
PW No 2 Limited	GM852673	Church Inn 34 Church Road Flixton M41 9BU
PW No 2 Limited	ND134111	Blackbird North Road Newcastle Upon Tyne NE20 9UH
PW No 2 Limited	DT275807	White Hart Hotel Lower Bond

		Street Weymouth DT4 8LY
PW No 2 Limited	HD293046	Quinceys Elton Way Watford WD25 8HH
PW No 2 Limited	WA630560	Man of Gwent Chepstow Road Newport NP19 9EZ
PW No 2 Limited	LA359615 & LA874862	Old Black Bull 35 Friargate Preston PR1 2AT
PW No 2 Limited	SX133340 & SX147607	Stanmer Park 292 Ditchling Road Brighton BN1 6JG
PW No 2 Limited	GM852667	Famous Crown 770 Wilmslow Road Didsbury M20 2DR
PW No 2 Limited	EX193348	Pilgrim Mountnessing Road Billericay CM12 0EH
PW No 2 Limited	CH459864	Peacock Hotel 158 Christleton Road Chester CH3 5TD
PW No 2 Limited	NT65778	Coopers Arms Bardney Drive Nottingham NG6 8JY
PW No 2 Limited	MS437219	Pear Tree Inn Prescott Road Melling L31 1AP
PW No 2 Limited	DU147538 & DU265378	Sportsmans Moor End Terrace Belmont DH1 1BJ
PW No 3 Limited	NT250258	Friar Tuck Gedling Road Nottingham NG5 6NW
PW No 3 Limited	GM136963	Didsbury 852 Wilmslow Road Manchester M20 2RQ
PW No 3 Limited	WM598764	Malt House 75 King Edwards Road Brindley Place B1 2NX

PW No 3 Limited	AV235270	Saracens Head 42 Broad Street Bath BA1 5LP
PW No 3 Limited	NK143745	Red Lion 2 Fakenham Road Norwich NR9 5SE
PW No 3 Limited	GM645910	Hare & Hounds 400 Bolton Road West Bury BL0 9RY
PW No 3 Limited	NT349513	Ferry Boat Inn Stoke Bardolph Nottingham NG14 5HX
PW No 3 Limited	CU192077	Dog & Gun 2 Lake Road Keswick CA12 5BT
PW No 3 Limited	SX133371	Sussex 33-34 East Street Brighton BN1 1HL
PW No 3 Limited	GM920626	Kenilworth Hotel Cheadle Road Cheadle SK8 5DX
PW No 3 Limited	EX480740	Zach Willsher 170-180 Church Road Benfleet SS7 4PL
PW No 3 Limited	CU191994	Fleece Highgate Kendal LA9 4SX
PW No 3 Limited	GM650567	Jolly Sailor 218 Bramhall Lane Stockport SK3 8TE
PW No 3 Limited	AV50576, AV75737 & BL5955	Horn & Trumpet 14 St Augustines Parade Bristol BS1 4UT
PW No 3 Limited	SY64240	Black Prince 300 Woodham Lane Weybridge KT15 3NT
PW No 3 Limited	LA874858	Thornton Lodge Skippool Road Cleveleys FY5 5LD
PW No 3 Limited	LA721419	Burlington Lytham Road

Blackpool FY4 1JE

PW No 3 Limited	SX133235	Top House Keymer Road Burgess Hill RH15 0AD
PW No 3 Limited	NT349499	Talbot Inn 151 Nottingham Road Nottingham NG18 4AJ
PW No 3 Limited	GM852790	Boat House Ferry Road Manchester M30 6DN
PW No 4 Limited	EX486859	Old Orleans High Road Epping CM16 5HW
PW No 4 Limited	LA946760	Shovels 260 Common Edge Road Blackpool FY4 5DH
PW No 4 Limited	WM273303	Corn Exchange Amblecote Road Brierley Hill DY5 2YJ
PW No 4 Limited	DT66016	Spyglass & Kettle 25-27 Stourwood Avenue Southbourne BH6 3PW
PW No 4 Limited	MS454531	Bear & Staff 24-26 Gateacre Brow Liverpool L25 3PB
PW No 4 Limited	SY337135	Marquis of Granby Portsmouth Road Esher KT10 9AL
PW No 4 Limited	TY198696 & TY406896	Cumberland Arms 17 Front Street Tynemouth NE30 4DZ
PW No 4 Limited	HP469043	Highfield 47 Highfield Lane Southampton SO17 1QD
PW No 4 Limited	CH500224	Merlin Hotel Bradfield Road Leighton CW1 3RH
PW No 4 Limited	CB160749	Wheatsheaf 322 Eastfield Road Peterborough PE1 4RA

PW No 4 Limited	BM205492	Red Lion Langley Park Road Iver SL0 0JZ
PW No 4 Limited	GM645297	Carousel 158 Reddish Road Stockport SK5 7HR
PW No 4 Limited	TY406913	Willow Pond Inn Hylton Road Sunderland SR4 7YF
PW No 4 Limited	WYK538019	Lupset Hotel 328 Horbury Road Wakefield WF2 8LF
PW No 4 Limited	MS487928	Mount Pleasant 107 Manchester Road Southport PR9 9BD
PW No 4 Limited	CH453470	Butley Ash London Road Butley SK10 4EA
PW No 4 Limited	WSX184197	Lamb Inn 73 The Street Littlehampton BN16 3NU
PW No 4 Limited	NN130225	Woolcomber St Johns Road Kettering NN15 5AZ
PW No 5 Limited	WSX208824	Bar Vin 3 Market Square Horsham RH12 1EU
PW No 5 Limited	NT317443	Via Fossa 44 Canal Street Nottingham NG1 7EH
PW No 5 Limited	GM645293	Garricks Head Moorside Road Manchester M41 5SH
PW No 5 Limited	CH74530	Bromfield Arms 43 Faulkener Street Chester CH2 3BD
PW No 5 Limited	WSX182408	Burrell Arms Commercial Square Haywards Heath RH16 1EA
PW No 5 Limited	DN462706	Tamar 1-3 Moorshead Road Plymouth PL6 5AD

PW No 5 Limited	CH459877	Bears Paw Main Street Cheshire WA6 7AF
PW No 5 Limited	BM198300	Royal Oak Beaconsfield Road Slough SL2 3HS
PW No 5 Limited	CE109423	Red Lion Harland Place Stockton On Tees TS20 1AL
PW No 5 Limited	NT248681	Griffins Head Moor Road Nottingham NG15 8EN
PW No 5 Limited	AGL38452	Earl Haig 286 Bath Road Hounslow TW4 7DN
PW No 5 Limited	WK349426	Rose & Crown 15 Sheep Street Stratford-upon-Avon CV37 6EF
PW No 5 Limited	EX481002	Victory Inn 485 Ashingdon Road Rochford SS4 3EU
PW No 5 Limited	K64341 & K732503	Ship Inn 14 The Street Gravesend DA12 3BN
PW No 5 Limited	AV237985	Channings Hotel 20 Pembroke Road Clifton BS8 3BB
PW No 5 Limited	CH458705	Blacksmiths Arms Chelford Road Nr Macclesfield SK11 9PG
PW No 5 Limited	WYK539349	Ye Olde Highwayman Valley Road Pontefract WF8 1LW
PW No 5 Limited	CYM797	Custom House Hotel 147 High Street Clwyd CH5 4DF
PW No 5 Limited	BK101221	Windsor Castle Bath Road Maidenhead SL6 4JT

PW No 6 Limited	NT349849	Old Dog & Partridge 18 Lower Parliament Street Nottingham NG1 3DA
PW No 6 Limited	K732920	Three Tuns Watling Street Canterbury CT1 2UD
PW No 6 Limited	DN454535	Longbrook Cowick Street Exeter EX4 1AA
PW No 6 Limited	GM852675	Trevor Arms 135 Beech Road Chorlton Cum Hardy M21 1EQ
PW No 6 Limited	EX481005	Boars Head Billericay Road Brentwood CM13 3PS
PW No 6 Limited	TY406900	Gunner Trevor Place North Shields NE30 2DH
PW No 6 Limited	EGL331779	Albion 2 Rainham Road Rainham RM13 8SS
PW No 6 Limited	GM846811	Robin Hood 1 Bolton Road Ashton In Makerfield WN4 8AA
PW No 6 Limited	CB160908	Falcon 10 Market Hill Huntingdon OE29 3NR
PW No 6 Limited	WM583222	Wharf Tavern 2390 Stratford Road Solihull B94 6QT
PW No 6 Limited	HD309781	Rye House Rye Road Hoddesdon EN11 0EH
PW No 6 Limited	WSX183023	Old Cross North Street Chichester PO19 1LP
PW No 6 Limited	MS437216	Ship Inn 275 Blackbrook Road St Helens WA11 0AB
PW No 6 Limited	CE173074	Fox Inn Bow Street Guisborough

		TS14 6BP
PW No 6 Limited	NYK287186	Black Bull Old Market Square Ripon HG4 1EQ
PW No 6 Limited	BL36431	Kings Head Bridgwater Road Bristol BS13 8AE
PW No 6 Limited	MX38428	Crane North Hyde Road Hayes UB3 4QT
PW No 6 Limited	CH146452	Ship Inn Altrincham Road Wilmslow SK9 4JE
PW No 7 Limited	EX497497	Grand Hotel The Broadway Leigh On Sea SS9 1PJ
PW No 7 Limited	NN190985	Rat & Parrot 4/7 St Giles Square Northampton NN1 1JA
PW No 7 Limited	MS437196	Gerard Arms Dentons Green Lane St Helens WA10 6SD
PW No 7 Limited	WSX184016	Bull Goring Street Worthing BN12 5AR
PW No 7 Limited	MS437200	Hare & Hounds Cronton Road Prescot L35 1QJ
PW No 7 Limited	HD315214	Old Bell 177 Luton Road Harpenden AL5 3BN
PW No 7 Limited	WT191213	Steam Railway Co 14 Newport Street Swindon SN1 3DX
PW No 7 Limited	TY74651	Longship Ushaw Road Hebburn NE31 2YA
PW No 7 Limited	EX486829	White Horse Southchurch Road Southend On Sea SS2 4XA

PW No 7 Limited	CH459721	Famous King & Queen Hotel 147 Padgate Lane Warrington WA1 3SN
PW No 7 Limited	WM720688	Boat Inn 222 Hampton Lane Solihull SK10 2HA
PW No 7 Limited	NT228664	Fox Valley Road Nottingham NG5 1HY
PW No 7 Limited	LA874864	Dog & Partridge 265 Lytham Road Blackpool FY1 6ET
PW No 7 Limited	BK101223, BK172825 & BK318092	Chequers 198 Crockhamwell Road Reading RG5 3JH
PW No 7 Limited	GM651327	Shakespeare 16 Fountain Street Manchester M2 2AA
PW No 7 Limited	ND134109	Adam & Eve Prudhoe Station Prudhoe NE42 6NP
PW No 7 Limited	ON161230	Wallingford Arms 237 Broadway Didcot OX11 8QJ
PW No 7 Limited	NK140171	Maltsters Ranworth Norwich NR13 6AB
PW No 7 Limited	CH459793	Dog & Partridge Hotel Manchester Road Warrington WA1 3TZ
PW No 7 Limited	DT277827	Golden Lion Hotel 19 St Edmund Street Weymouth DT4 8AR
PW No 8 Limited	HD337581	Battle Axes Butterfly Lane Estree WD6 3AD
PW No 8 Limited	LA873091	Ship & Royal 91 Clifton Street Lytham St Annes FY8 5EH

PW No 8 Limited	NN160994	Lumbertubs 2 Lumbertubs Lane Northampton NN3 6JR
PW No 8 Limited	BM2080	Fox & Pheasant Gerrards Cross Road Slough SL2 4EZ
PW No 8 Limited	CH367429	Hinderton Arms Chester High Road Wirral CH64 7TA
PW No 8 Limited	NGL47750	London Apprentice 62 Church Street Isleworth TW7 6BG
PW No 8 Limited	DN313482	Waterside 126 Dartmouth Road Paignton TQ4 6ND
PW No 8 Limited	AGL39073	Green Man Green Man Lane Bedfont TW14 0PZ
PW No 8 Limited	TY406910	Travellers Rest North Road Newcastle Upon Tyne NE13 6LN
PW No 8 Limited	GM55259 & GM192471	Gardeners Arms Little Street Stockport SK2 5AB
PW No 8 Limited	EX492181 & EX702107	Anchor 284 Ferry Road Nr Hockley SS5 6ND
PW No 8 Limited	NT51384	Eagle 50 Howbeck Road Nottingham NG5 8AA
PW No 8 Limited	GM55266	Ladybrook Hotel Fir Road Bramhall SK7 2NP
PW No 8 Limited	K27825 & K32830	Jolly Fenman 60-68 Blackfen Road Sidcup DA15 8SW
PW No 8 Limited	CH153000	Winnington Lodge Winnington Lane Northwich CW8 4DA
PW No 8 Limited	WM789228 and WR80549	Rose & Crown Alcester Road

		Birmingham B48 7JD
PW No 8 Limited	CU192081	Ye Olde Golden Lion Main Street Keswick CA12 5JD
PW No 8 Limited	CH459762	Wheatsheaf Chester Road Warrington WA6 0LL
PW No 8 Limited	SX133260	Palmeira 70-71 Cromwell Road Hove BN3 3ES

SIGNATORIES

Chargors

EXECUTED AS A DEED by
PRESTBURY WENTWORTH
LIMITED
acting by.

Director

In the presence of:

Witness's signature

Name ..

Address

Lauren Proctor
4 Kingsway
Woodford Green
Essex
IG8 7RA

EXECUTED AS A DEED by
PW LONDON LIMITED
acting by

Director

In the presence of:

Witness's signature

Name.

Address

.. Lauren Proctor
4 Kingsway
Woodford Green
Essex
IG8 7RA

EXECUTED AS A DEED by
PW No 1 LIMITED
acting by

Director

In the presence of

Witness's signature

Name

Address

Lauren Proctor
4 Kingsway
Woodford Green
Essex
IG8 7RA

EXECUTED AS A DEED by
PW No 2 LIMITED
acting by

)
)
)



Director

In the presence of



Witness's signature

Name . Lauren Proctor
.. 4 Kingsway....
Woodford Green
Address ... , Essex
IG8 7RA

EXECUTED AS A DEED by
PW No 3 LIMITED
acting by.

)
)
)



Director

In the presence of



Witness's signature.

Name . Lauren Proctor
.. 4 Kingsway ..
Woodford Green
Address Essex
IG8 7RA

EXECUTED AS A DEED by
PW No 4 LIMITED
acting by

)
)
)



Director

In the presence of



Witness's signature

Name Lauren Proctor
Address 4 Kingsway
Woodford Green
Essex
IG8 7RA

EXECUTED AS A DEED by
PW No 5 LIMITED
acting by

Director

In the presence of

Witness's signature

Name. Lauren Proctor
4 Kingsway
Address. Woodford Green
Essex
IG8 7RA

EXECUTED AS A DEED by
PW No 6 LIMITED
acting by.

Director

In the presence of

Witness's signature

Name Lauren Proctor
4 Kingsway
Address Woodford Green
Essex
IG8 7RA

EXECUTED AS A DEED by
PW No 7 LIMITED
acting by

Director

In the presence of

Witness's signature

Name Lauren Proctor
4 Kingsway
Address Woodford Green
Essex
IG8 7RA

EXECUTED AS A DEED by
PW No 8 LIMITED
acting by

Director

In the presence of

Witness's signature

Name. Lauren Proctor
4 Kingsway
Address. Woodford Green
Essex
IG8 7RA

EXECUTED AS A DEED by
PW SCOTLAND LIMITED
acting by.

Director

In the presence of

Witness's signature:

Name. Lauren Proctor
4 Kingsway
Address Woodford Green
Essex
IG8 7RA

Security Agent

BANK OF SCOTLAND PLC

By

Facility Agent (in its capacity as Account Bank)

BANK OF SCOTLAND PLC

By.

EXECUTED AS A DEED by)
PW No 8 LIMITED)
acting by.)

Director

In the presence of

Witness's signature . .

Name:

Address:

EXECUTED AS A DEED by)
PW SCOTLAND LIMITED)
acting by)

Director

In the presence of

Witness's signature

Name,

Address:

Security Agent

~~BANK OF SCOTLAND PLC~~

By.

Facility Agent (in its capacity as Account Bank)

~~BANK OF SCOTLAND PLC~~

By