

MR01

452822/13

IRIS Laserform

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 there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://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 will be  
scanned and placed on the public record

WEDNESDAY



\*A33YN3RM\*

A03

19/03/2014

#123

COMPANIES HOUSE

**1** Company details

Company number 0 5 6 9 9 5 4 4

Company name in full Spirit Pub Company (Leased) Limited

  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 d 1 d 4 m 0 m 3 y 2 y 0 y 1 y 4

**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

Winchester House 1 Great Winchester Street London EC2N 2DB

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

All of the Company's right, title interest, benefit, present and future (if any) in, to and under the freehold property comprising -

(i) Wharf Warehouse and land adjoining the Anchor & Hope in Riverside, Charlton registered at Land Registry with title number SGL385708, and

(ii) Land on the north side of Riverside and land forming part of the site of the Anchor & Hope, Riverside, Charlton registered at the Land Registry with title number LN36438

and including all estates or interest in such property and/or buildings, trade, other fixtures and fixed plans and machinery from time to time on such property

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 TLO UP  
for and on behalf of Spirit Pub Company (Leased)  
Limited 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

Company name

TLT LLP

Address

One Redcliff Street

Post town

Bristol

County/Region

Postcode

B

S

1

6

T

P

Country

DX

7815 Bristol

Telephone

0117 917 7777



### 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: 5699544

Charge code: 0569 9544 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2014 and created by SPIRIT PUB COMPANY (LEASED) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th March 2014.

Given at Companies House, Cardiff on 24th March 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

14 <sup>March 2014</sup>  
~~JANUARY 2013~~

**SPIRIT PUB COMPANY (LEASED) LIMITED**  
(as Leased Borrower)

- and -

**DEUTSCHE TRUSTEE COMPANY LIMITED**  
(as Borrower Group Security Trustee)

- and -

**DEUTSCHE TRUSTEE COMPANY LIMITED**  
(as Issuer Security Trustee)

---

**SUPPLEMENTAL BORROWER GROUP DEED OF CHARGE**

in relation to a Borrower Group Deed of Charge dated 25 November 2004  
(as supplemented and amended and restated on 7 July 2006 and as further supplemented,  
amended and/or restated prior to the date of this Deed)

---

512100212

WE CERTIFY THAT  
THIS IS A TRUE COPY  
OF ITS ORIGINAL  
A GREENE  
18-3-14  
TIT LLP  
91A HENSLIFF STREET  
BRISTOL BS1 6TT

THIS SUPPLEMENTAL BORROWER GROUP DEED OF CHARGE is made by way of deed on 14 ~~January 2013~~ by March 2014

- (1) **SPIRIT PUB COMPANY (LEASED) LIMITED**, a private company incorporated with limited liability under the laws of England and Wales with registered number 05699544 and whose registered office is at Sunrise House, Ninth Avenue, Burton upon Trent, Staffordshire DE14 3JZ (the "**Leased Borrower**"), and
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED**, a private company incorporated with limited liability under the laws of England and Wales with registered number 00338230 and whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB, as trustee for the Borrower Secured Parties (the **Borrower Group Security Trustee**) and the **Issuer Security Trustee** which expressions shall include such person and all other persons for the time being acting as the security trustee or trustees pursuant to the Borrower Group Deed of Charge or the Issuer Deed of Charge, as the case may be),

(each a "**Party**" and, together, the "**Parties**")

#### WHEREAS

- (A) The Leased Borrower acceded to a borrower group deed of charge dated 25 November 2004 (as supplemented and amended and restated on 7 July 2006 and as further supplemented, amended and/or restated prior to the date of this Deed) (the "**Borrower Group Deed of Charge**") between, *inter alios*, the Leased Borrower, the Managed Borrower, the Issuer and the Borrower Group Security Trustee/Issuer Security Trustee as security trustee pursuant to an issuer/borrower facility agreement of even date with the Borrower Group Deed of Charge (as amended and restated on 7 July 2006 and further amended and/or restated prior to the date of the Deed) between, *inter alios*, the Managed Borrower, the Leased Borrower and the Borrower Group Security Trustee (the **IBFA**)
- (B) By an Intra Group Sale and Purchase Agreement dated 7 October 2008 and made between Punch Taverns (PTL) Limited and the Leased Borrower (known at that title as Punch Taverns (Pubs) Limited certain business, assets and undertakings comprised in part of the Punch Taverns leased and tenanted pub estate business were transferred to the Leased Borrower ("the **Agreement**") The Business Property (as defined in the Agreement) known as Anchor & Hope (formerly outlet number 896463) comprises three title numbers and it was intended that each of the three title numbers be listed in annexe 1 of the Agreement, but that the property described in the Schedule to this Deed (the "**Property**") were omitted from the Agreement in error By a supplemental transfer agreement dated ~~14 March 2014~~ and made between Punch Taverns Property Limited and Spirit Pub Company (Leased) Limited and Punch Partnerships (PTL) Limited it was agreed that the Agreement be amended by the insertion of the Property in annexe 1 to the Agreement
- (C) The Leased Borrower has, in consideration of the Borrower Secured Parties making or continuing to make facilities available to the Leased Borrower or any other member of the Leased Borrower's group, and after giving due consideration to the terms and conditions of the Borrower Group Deed of Charge and satisfying itself that there are

F3D

14 March 2014

reasonable grounds for believing that the entry into of this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed

- (D) The Parties have agreed to enter into this Deed for the purpose of the Borrower Group Security Trustee as trustee for the Borrower Secured Parties obtaining security over the Property
- (E) Pursuant to the terms of the Issuer Deed of Charge, the Issuer will grant to the Issuer Security Trustee security in and to all of its right, title, interest and benefit, present and future, under this Deed to secure the Issuer's obligations to the Issuer Secured Creditors upon and subject to the terms thereof

**NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED** as follows

# **1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION**

- 1 1 Capitalised terms used in this Deed (including the Recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein or in the Borrower Group Deed of Charge, bear the meanings ascribed to them in the Master Definitions and Construction Schedule signed by Freshfields Bruckhaus Deringer and Slaughter and May for identification and dated 25 November 2004 (as amended and restated on 7 July 2006 and further amended and/or restated prior to the date of this deed and as the same may be amended, varied or supplemented from time to time with the consent of the Borrower Group Security Trustee, such consent not to be unreasonably withheld or delayed) (the "**Master Definitions and Construction Schedule**") and this Deed shall be construed in accordance with the constructions set out therein
- 1 2 This Deed is supplemental to the Borrower Group Deed of Charge and, except insofar as supplemented hereby, the Borrower Group Deed of Charge remains in full force and effect
- 1 3 The Borrower Group Deed of Charge and this Deed shall be read as one so that references in the Borrower Group Deed of Charge to "this Deed" and all references in the Borrower Group Deed of Charge to part 1 (*Freehold and leasehold property of the Security Providers in England and Wales*) of schedule 2 (*Borrower Mortgaged Properties*) thereto shall be deemed to include the Schedule to this Deed
- 1 4 References to the "Borrower Mortgaged Properties" in the Borrower Group Deed of Charge shall be construed to include the Property
- 1 5 For the avoidance of doubt, Clause 1 4 and this Deed generally shall not be construed as, or otherwise be deemed to result in, clauses 3 (*Borrower Group Secured Creditor Security – First Security*) and 4 (*Junior Creditor Security – Second Security*) of the Borrower Group Deed of Charge being repeated *mutatis mutandis* in relation to any property or assets being effectively charged by way of fixed charge or otherwise or being effectively assigned as security pursuant to those clauses *nor shall they otherwise be construed as any release or memorandum of satisfaction in whole or in part of the security created pursuant to clauses 3 and 4 of the Borrower Group Deed of Charge*



- 1 6 This Deed is a Transaction Document for the purposes of the Master Definitions and Construction Schedule

## 2 INCORPORATION OF BORROWER GROUP DEED OF CHARGE

- 2 1 The Leased Borrower, the Borrower Group Security Trustee and the Issuer Security Trustee each affirm for themselves that they are each bound by all the covenants and agreements in the Borrower Group Deed of Charge in the same manner as if they were set out in this Deed in full and all acknowledgements, representations, warranties, undertakings and covenants set out in the Borrower Group Deed of Charge shall be deemed to be incorporated into this Deed as if they were set out in full with all necessary ancillary changes to the extent that they relate to the Property
- 2 2 The Leased Borrower agrees to grant the charges described in Clauses 3 (*Borrower Group Secured Creditor Security – First Security*) and 4 (*Junior Creditor Security – Second Security*) below over the Property owned by it with immediate effect so that this Deed and the Borrower Group Deed of Charge shall be read and construed for all purposes as if the Property is subject to the Borrower Group Deed of Charge and as though the provisions of the Borrower Group Deed of Charge so far as they relate to the Property are repeated in this Deed in full

## 3 BORROWER GROUP SECURED CREDITOR SECURITY – FIRST SECURITY

- 3 1 Without limiting the generality of the other provisions of this Deed and the Borrower Group Deed of Charge, pursuant to the terms of this Deed and of the Borrower Group Deed of Charge, the Leased Borrower, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby charges by way of first legal mortgage as continuing security for the payment, discharge and performance of the Borrower Group Secured Amounts by this Deed and by the Borrower Group Deed of Charge in favour of the Borrower Group Security Trustee on trust for itself and the other Borrower Group Secured Creditors all of its right, title, interest and benefit, present and future (if any), in, to and under

(A) the freehold and/or leasehold property comprising the Property owned by the Leased Borrower and described in the Schedule to this Deed, and

(B) all estates or interests in such property and all buildings, trade, other fixtures and fixed plant and machinery from time to time on such property

- 3 2 The Leased Borrower by way of first fixed security for the payment or discharge of the Borrower Group Secured Amounts, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby charges to the Borrower Group Security Trustee on trust for itself and the other Borrower Group Secured Creditors all of its right, title, interest and benefit, present and future (if any), in, to and under all rights and claims to which it is now or may hereafter become entitled in relation to the property referred to in Clause 3 1 of this Deed including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee, tenant or licensee of any lease, sub-lease, tenancy or licence of such property and any guarantor or surety for the obligations of such person and, to the extent that

such property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto

- 3 3 The Leased Borrower, by way of first fixed security for the payment or discharge of the Borrower Group Secured Amounts, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby assigns by way of security to the Borrower Group Security Trustee on trust for itself and the other Borrower Group Secured Creditors all of its right, title, benefit and interest, present and future, in, to and under the Agreement (as amended by a supplemental business transfer agreement dated 14 March 2014 and made between (1) Punch Taverns Properties Limited and (2) Spirit Pub Company (Leased) Limited and (3) Punch Partnerships (PTL) Limited, including all rights to receive payment of any amounts which may become payable to the Leased Borrower thereunder and all payments received by the Leased Borrower thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof

#### 4. JUNIOR CREDITOR SECURITY – SECOND SECURITY

- 4 1 Without limiting the generality of the other provisions of this Deed and the Borrower Group Deed of Charge, pursuant to the terms of this Deed and of the Borrower Group Deed of Charge, the Leased Borrower, as security for the payment or discharge of the Junior Secured Amounts, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby charges by way of second legal mortgage in favour of the Borrower Group Security Trustee on trust for itself and the other Junior Creditors all of its right, title, interest and benefit, present and future (if any), in, to and under

- (A) the freehold and/or leasehold property comprising the Property owned by the Leased Borrower and described in the Schedule to this Deed, and
- (B) all estates or interests in such property and all buildings, trade and other fixtures, fixed plant and machinery from time to time on such property

- 4 2 The Leased Borrower by way of second fixed security for the payment or discharge of the Junior Secured Amounts, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby charges to the Borrower Group Security Trustee on trust for itself and the other Junior Creditors all of its right, title, interest and benefit, present and future (if any), in, to and under all rights and claims to which it is now or may hereafter become entitled in relation to the property referred to in Clause 4 1 of this Deed including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee, tenant or licensee of any lease, sub-lease, tenancy or licence of such property and any guarantor or surety for the obligations of such person and, to the extent that such property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring,

leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto

- 4 3 The Leased Borrower, by way of second fixed security for the payment or discharge of the Junior Secured Amounts, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby assigns by way of security to the Borrower Group Security Trustee on trust for itself and the other Junior Creditors all of its right, title, benefit and interest, present and future, in, to and under the Agreement (as amended by a supplemental business transfer agreement dated ~~14 March 2014~~ and made between (1) Punch Taverns Properties Limited and (2) Spirit Pub Company (Leased) Limited and (3) Punch Partnerships (PTL) Limited, including all rights to receive payment of any amounts which may become payable to the Leased Borrower thereunder and all payments received by the Leased Borrower thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof

14 March 2014  
FBD

## 5. REGISTRATION OF RESTRICTION AND OF OBLIGATION TO MAKE FURTHER ADVANCES AGAINST REGISTERED TITLES

- 5 1 In respect of the Property, the title to which is registered at the Land Registry, the Leased Borrower hereby applies and as necessary shall apply forthwith upon this Deed being registered as contemplated by clauses 7 1(c) (*Continuance of Security, declaration of trust, collection of debts and related matters*) and 11 13 (*Registration*) of the Borrower Group Deed of Charge to the Chief Land Registrar for a restriction in the following terms in respect of each of the charges pursuant to Clauses 3 (*Borrower Group Secured Creditor Security – First Security*) and 4 (*Junior Creditor Security – Second Security*) of this Deed, respectively, to be entered on the Register of Title relating thereto

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated ~~14 March 2014~~ in favour of Deutsche Trustee Company Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer"

4  
FBD

- 5 2 The Leased Borrower undertakes to the Borrower Secured Parties to file or procure the filing with the Registrar of Companies pursuant to Chapter I of Part XXV of the Companies Act 2006 of a duly completed Form MG01 together with an executed original of this Deed and the appropriate fee

## 6. FULL TITLE GUARANTEE

The disposition of or charge over the Property effected in or pursuant to Clause 3 (*Borrower Group Secured Creditor Security – First Security*) and Clause 4 (*Junior Creditor Security – Second Security*) of this Deed is made with full title guarantee but in each case so that the covenants set out in sections 2(1)(a), 3 and 4 of the LP (MP) Act

shall extend only so far as provided in clause 1 2(f) (*Interpretation*) of the Borrower Group Deed of Charge

**7. THIRD PARTY RIGHTS**

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms

**8. COUNTERPARTS**

8 1 This Deed may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart

8 2 Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute but one and the same instrument

**9. GOVERNING LAW**

This Deed shall be governed by and construed in accordance with English law

IN WITNESS WHEREOF the Parties have caused this Deed to be duly executed and delivered as a deed the day and year first before written

**The Leased Borrower**

SIGNED and DELIVERED as a DEED by )  
 SPIRIT PUB COMPANY (LEASED) LIMITED )  
 acting by its attorney )  
 )  
 in the presence of )

Signature of Witness

Name (in BLOCK CAPITALS)

Address

**The Borrower Group Security Trustee**

EXECUTED and DELIVERED as a )  
 DEED under the COMMON SEAL of )  
 DEUTSCHE TRUSTEE COMPANY )  
 LIMITED )  
 in the presence of )

*Associate* Director

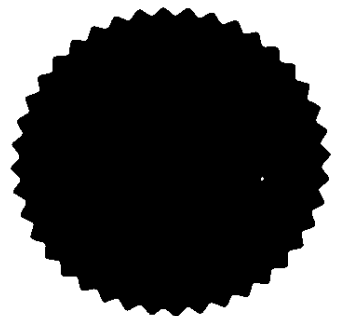
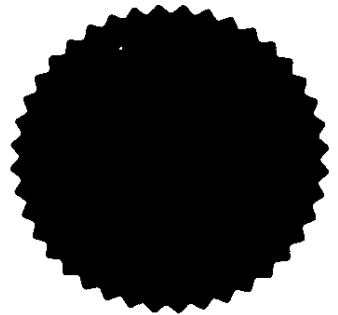
Associate Director

**The Issuer Security Trustee**

EXECUTED and DELIVERED as a )  
 DEED under the COMMON SEAL of )  
 DEUTSCHE TRUSTEE COMPANY )  
 LIMITED )  
 in the presence of )

*Associate* Director

Associate Director



**SCHEDULE**  
(Description of the Property)

Outlet Name	Title Number	Address	Legal Owner	Beneficial Owner	Tenure
Anchor & Hope	SGL385708	Wharf Warehouse and land adjoining in Riverside Charlton	Punch Taverns Properties Limited	Punch Taverns Properties Limited	Freehold
Anchor & Hope	LN36438	Land on the north side of Riverside and land forming part of the site of Riverside	Punch Taverns Properties Limited	Punch Taverns Properties Limited	Freehold



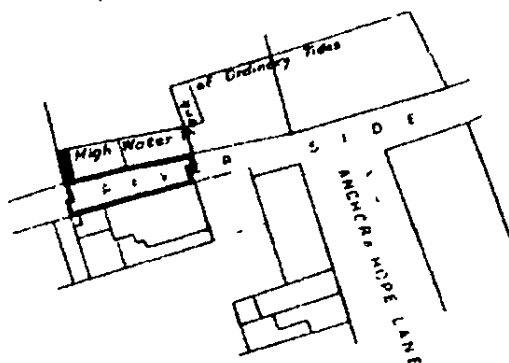
# H. M. LAND REGISTRY GENERAL MAP

LONDON SHEET XII. 4 SECTION D (Extract from)

1878



River Thames



VIII. 94  
SIX 4

14-2-39

LN36438



14 March 2014  
~~AUGUST 2012~~

**SPIRIT PUB COMPANY (LEASED) LIMITED**  
(as Leased Borrower)

- and -

**DEUTSCHE TRUSTEE COMPANY LIMITED**  
(as Borrower Group Security Trustee)

- and -

**DEUTSCHE TRUSTEE COMPANY LIMITED**  
(as Issuer Security Trustee)

---

**SUPPLEMENTAL BORROWER GROUP DEED OF CHARGE**

in relation to a Borrower Group Deed of Charge dated 25 November 2004  
(as supplemented and amended and restated on 7 July 2006 and as further supplemented,  
amended and/or restated prior to the date of this Deed)

---

THIS SUPPLEMENTAL BORROWER GROUP DEED OF CHARGE is made by way of deed

on ~~August 2012~~ by

14 March 2014

- TO UP  
14/3/14
- (1) **SPIRIT PUB COMPANY (LEASED) LIMITED**, a private company incorporated with limited liability under the laws of England and Wales with registered number 05699544 and whose registered office is at Sunrise House, Ninth Avenue, Burton upon Trent, Staffordshire DE14 3JZ (the "**Leased Borrower**"), and
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED**, a private company incorporated with limited liability under the laws of England and Wales with registered number 00338230 and whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB, in its capacity as trustee for and on behalf of the Borrower Secured Parties (the "**Borrower Group Security Trustee**") and in its capacity as trustee for and on behalf of the Issuer Secured Creditors (the "**Issuer Security Trustee**" which expression, together with "Borrower Group Security Trustee", shall include such person and all other persons for the time being acting as the security trustee or trustees pursuant to the Borrower Group Deed of Charge or the Issuer Deed of Charge, as the case may be),

(each a "**Party**" and, together, the "**Parties**")

#### WHEREAS

- (A) The Leased Borrower acceded to a borrower group deed of charge dated 25 November 2004 (as supplemented and amended and restated on 7 July 2006 and as further supplemented, amended and/or restated prior to the date of this Deed) (the "**Borrower Group Deed of Charge**") between, *inter alios*, the Leased Borrower, the Managed Borrower, the Issuer and the Borrower Group Security Trustee/Issuer Security Trustee as security trustee pursuant to an issuer/borrower facility agreement of even date with the Borrower Group Deed of Charge (as amended and restated on 7 July 2006 and further amended and/or restated prior to the date of the Deed) between, *inter alios*, the Managed Borrower, the Leased Borrower and the Borrower Group Security Trustee (the **IBFA**)
- (B) By an Intra Group Sale and Purchase Agreement dated 7 October 2008 and made between Punch Taverns (PTL) Limited and the Leased Borrower (known at that title as Punch Taverns (Pubs) Limited certain business, assets and undertakings comprised in part of the Punch Taverns leased and tenanted pub estate business were transferred to the Leased Borrower ("the **Agreement**") The Business Property (as defined in the Agreement) known as Anchor & Hope (formerly outlet number 896463) comprises three title numbers and it was intended that each of the three title numbers be listed in annexe 1 of the Agreement, but that the property described in the Schedule to this Deed (the "**Property**") were omitted from the Agreement in error By a supplemental transfer agreement dated 14 March 2014 and made between Punch Taverns Property Limited and Spirit Pub Company (Leased) Limited and Punch Partnerships (PTL) Limited it was agreed that the Agreement be amended by the insertion of the Property in annexe 1 to the Agreement
- (C) The Leased Borrower has, in consideration of the Borrower Secured Parties making or continuing to make facilities available to the Leased Borrower or any other member of

WE CERTIFY THAT  
THIS IS A TRUE COPY  
OF ITS ORIGINAL  
A GREENE  
18-3-14  
TET LLP  
ONE REDCLIFF STREET  
BRISTOL BS1 6TP

the Leased Borrower's group, and after giving due consideration to the terms and conditions of the Borrower Group Deed of Charge and satisfying itself that there are reasonable grounds for believing that the entry into of this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed

- (D) The Parties have agreed to enter into this Deed for the purpose of the Borrower Group Security Trustee as trustee for the Borrower Secured Parties obtaining security over the Property
- (E) Pursuant to the terms of the Issuer Deed of Charge, the Issuer will grant to the Issuer Security Trustee security in and to all of its right, title, interest and benefit, present and future, under this Deed to secure the Issuer's obligations to the Issuer Secured Creditors upon and subject to the terms thereof

**NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED** as follows

# **1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION**

- 1 1 Capitalised terms used in this Deed (including the Recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein or in the Borrower Group Deed of Charge, bear the meanings ascribed to them in the Master Definitions and Construction Schedule signed by Freshfields Bruckhaus Deringer and Slaughter and May for identification and dated 25 November 2004 (as amended and restated on 7 July 2006 and further amended and/or restated prior to the date of this deed and as the same may be amended, varied or supplemented from time to time with the consent of the Borrower Group Security Trustee, such consent not to be unreasonably withheld or delayed) (the "**Master Definitions and Construction Schedule**") and this Deed shall be construed in accordance with the constructions set out therein
- 1 2 This Deed is supplemental to the Borrower Group Deed of Charge and, except insofar as supplemented hereby, the Borrower Group Deed of Charge remains in full force and effect
- 1 3 The Borrower Group Deed of Charge and this Deed shall be read as one so that references in the Borrower Group Deed of Charge to "this Deed" and all references in the Borrower Group Deed of Charge to part 1 (*Freehold and leasehold property of the Security Providers in England and Wales*) of schedule 2 (*Borrower Mortgaged Properties*) thereto shall be deemed to include the Schedule to this Deed
- 1 4 References to the "Borrower Mortgaged Properties" in the Borrower Group Deed of Charge shall be construed to include the Property
- 1 5 For the avoidance of doubt, Clause 1 4 and this Deed generally shall not be construed as, or otherwise be deemed to result in, clauses 3 (*Borrower Group Secured Creditor Security – First Security*) and 4 (*Junior Creditor Security – Second Security*) of the Borrower Group Deed of Charge being repeated *mutatis mutandis* in relation to any property or assets being effectively charged by way of fixed charge or otherwise or being effectively assigned as security pursuant to those clauses nor shall they otherwise

be construed as any release or memorandum of satisfaction in whole or in part of the security created pursuant to clauses 3 and 4 of the Borrower Group Deed of Charge

- 1 6 This Deed is a Transaction Document for the purposes of the Master Definitions and Construction Schedule

## 2 INCORPORATION OF BORROWER GROUP DEED OF CHARGE

- 2 1 The Leased Borrower, the Borrower Group Security Trustee and the Issuer Security Trustee each affirm for themselves that they are each bound by all the covenants and agreements in the Borrower Group Deed of Charge in the same manner as if they were set out in this Deed in full and all acknowledgements, representations, warranties, undertakings and covenants set out in the Borrower Group Deed of Charge shall be deemed to be incorporated into this Deed as if they were set out in full with all necessary ancillary changes to the extent that they relate to the Property

- 2 2 The Leased Borrower agrees to grant the charges described in Clauses 3 (*Borrower Group Secured Creditor Security – First Security*) and 4 (*Junior Creditor Security – Second Security*) below over the Property owned by it with immediate effect so that this Deed and the Borrower Group Deed of Charge shall be read and construed for all purposes as if the Property is subject to the Borrower Group Deed of Charge and as though the provisions of the Borrower Group Deed of Charge so far as they relate to the Property are repeated in this Deed in full

## 3 BORROWER GROUP SECURED CREDITOR SECURITY – FIRST SECURITY

- 3 1 Without limiting the generality of the other provisions of this Deed and the Borrower Group Deed of Charge, pursuant to the terms of this Deed and of the Borrower Group Deed of Charge, the Leased Borrower, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby charges by way of first legal mortgage as continuing security for the payment, discharge and performance of the Borrower Group Secured Amounts by this Deed and by the Borrower Group Deed of Charge in favour of the Borrower Group Security Trustee on trust for itself and the other Borrower Group Secured Creditors all of its right, title, interest and benefit, present and future (if any), in, to and under

(A) the freehold and/or leasehold property comprising the Property owned by the Leased Borrower and described in the Schedule to this Deed, and

(B) all estates or interests in such property and all buildings, trade, other fixtures and fixed plant and machinery from time to time on such property

- 3 2 The Leased Borrower by way of first fixed security for the payment or discharge of the Borrower Group Secured Amounts, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby charges to the Borrower Group Security Trustee on trust for itself and the other Borrower Group Secured Creditors all of its right, title, interest and benefit, present and future (if any), in, to and under all rights and claims to which it is now or may hereafter become entitled in relation to the property referred to in Clause 3 1 of this Deed including those against any manufacturer, supplier or installer of such property, any builder, contractor or

professional adviser engaged in relation to any such property and any lessee, sub-lessee, tenant or licensee of any lease, sub-lease, tenancy or licence of such property and any guarantor or surety for the obligations of such person and, to the extent that such property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto

- 3 3 The Leased Borrower, by way of first fixed security for the payment or discharge of the Borrower Group Secured Amounts, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby assigns by way of security to the Borrower Group Security Trustee on trust for itself and the other Borrower Group Secured Creditors all of its right, title, benefit and interest, present and future, in, to and under the Agreement (as amended by a supplemental business transfer agreement dated ~~14 March 2014~~ and made between (1) Punch Taverns Properties Limited and (2) Spirit Pub Company (Leased) Limited and (3) Punch Partnerships (PTL) Limited, including all rights to receive payment of any amounts which may become payable to the Leased Borrower thereunder and all payments received by the Leased Borrower thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof

#### 4. JUNIOR CREDITOR SECURITY – SECOND SECURITY

- 4 1 Without limiting the generality of the other provisions of this Deed and the Borrower Group Deed of Charge, pursuant to the terms of this Deed and of the Borrower Group Deed of Charge, the Leased Borrower, as security for the payment or discharge of the Junior Secured Amounts, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby charges by way of second legal mortgage in favour of the Borrower Group Security Trustee on trust for itself and the other Junior Creditors all of its right, title, interest and benefit, present and future (if any), in, to and under

- (A) the freehold and/or leasehold property comprising the Property owned by the Leased Borrower and described in the Schedule to this Deed, and
- (B) all estates or interests in such property and all buildings, trade and other fixtures, fixed plant and machinery from time to time on such property

- 4 2 The Leased Borrower by way of second fixed security for the payment or discharge of the Junior Secured Amounts, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby charges to the Borrower Group Security Trustee on trust for itself and the other Junior Creditors all of its right, title, interest and benefit, present and future (if any), in, to and under all rights and claims to which it is now or may hereafter become entitled in relation to the property referred to in Clause 4 1 of this Deed including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee, tenant or licensee of any lease, sub-lease, tenancy or licence of such property and any guarantor or surety for

the obligations of such person and, to the extent that such property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto

- 4 3 The Leased Borrower, by way of second fixed security for the payment or discharge of the Junior Secured Amounts, subject to clause 6 (*Release of Borrower Charged Property*) of the Borrower Group Deed of Charge, hereby assigns by way of security to the Borrower Group Security Trustee on trust for itself and the other Junior Creditors all of its right, title, benefit and interest, present and future, in, to and under the Agreement (as amended by a supplemental business transfer agreement dated 14 March 2014 and made between (1) Punch Taverns Properties Limited and (2) Spint Pub Company (Leased) Limited and (3) Punch Partnerships (PTL) Limited, including all rights to receive payment of any amounts which may become payable to the Leased Borrower thereunder and all payments received by the Leased Borrower thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof

## 5. REGISTRATION OF RESTRICTION AND OF OBLIGATION TO MAKE FURTHER ADVANCES AGAINST REGISTERED TITLES

- 5 1 In respect of the Property, the title to which is registered at the Land Registry, the Leased Borrower hereby applies and as necessary shall apply forthwith upon this Deed being registered as contemplated by clauses 7 1(c) (*Continuance of Security, declaration of trust, collection of debts and related matters*) and 11 13 (*Registration*) of the Borrower Group Deed of Charge to the Chief Land Registrar for a restriction in the following terms in respect of each of the charges pursuant to Clauses 3 (*Borrower Group Secured Creditor Security – First Security*) and 4 (*Junior Creditor Security – Second Security*) of this Deed, respectively, to be entered on the Register of Title relating thereto

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 14 March 2014 ~~August 2012~~ in favour of Deutsche Trustee Company Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer"

- 5 2 The Leased Borrower undertakes to the Borrower Secured Parties to file or procure the filing with the Registrar of Companies pursuant to Chapter I of Part XXV of the Companies Act 2006 of a duly completed Form MG01 together with an executed original of this Deed and the appropriate fee

## 6. FULL TITLE GUARANTEE

The disposition of or charge over the Property effected in or pursuant to Clause 3 (*Borrower Group Secured Creditor Security – First Security*) and Clause 4 (*Junior Creditor Security – Second Security*) of this Deed is made with full title guarantee but in

each case so that the covenants set out in sections 2(1)(a), 3 and 4 of the LP (MP) Act shall extend only so far as provided in clause 1 2(f) (*Interpretation*) of the Borrower Group Deed of Charge

**7. THIRD PARTY RIGHTS**

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms

**8. COUNTERPARTS**

8 1 This Deed may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart

8 2 Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute but one and the same instrument

**9. GOVERNING LAW**

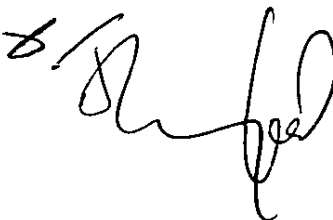
This Deed shall be governed by and construed in accordance with English law

**IN WITNESS WHEREOF** the Parties have caused this Deed to be duly executed and delivered as a deed the day and year first before written

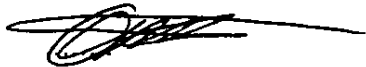
**The Leased Borrower**

**SIGNED and DELIVERED** as a **DEED** by  
**SPIRIT PUB COMPANY (LEASED) LIMITED**  
 acting by its attorney  
**JONATHAN LANGFORD.**  
 in the presence of

)  
)  
)  
)  
)  
)



Signature of Witness



**EMMA JOANNE SWEETMAN**  
 Name (in BLOCK CAPITALS)

Address **SUNRISE HOUSE**  
**NINTH AVENUE**  
**BURTON UPON TRENT**

**The Borrower Group Security Trustee**

**EXECUTED and DELIVERED** as a )  
**DEED** under the **COMMON SEAL** of )  
**DEUTSCHE TRUSTEE COMPANY** )  
**LIMITED** )  
 in the presence of )

Director

Associate Director

**The Issuer Security Trustee**

**EXECUTED and DELIVERED** as a )  
**DEED** under the **COMMON SEAL** of )  
**DEUTSCHE TRUSTEE COMPANY** )  
**LIMITED** )  
 in the presence of )

Director

Associate Director



**SCHEDULE**  
(Description of the Property)

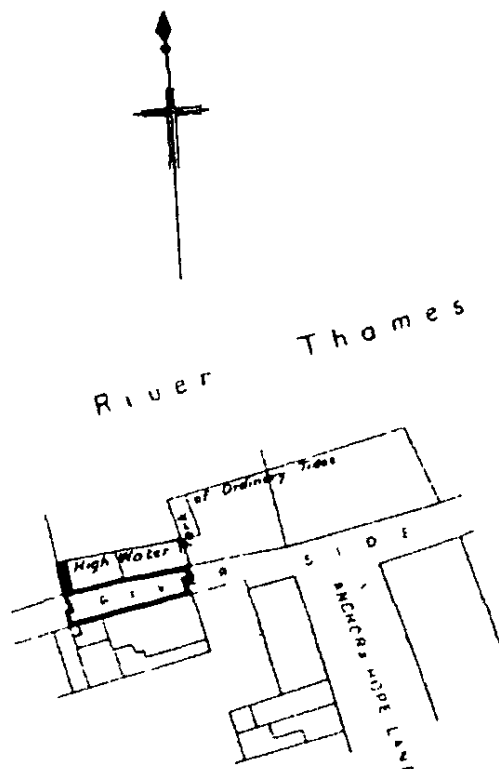
Outlet Name	Title Number	Address	Legal Owner	Beneficial Owner	Tenure
Anchor & Hope	SGL385708	Wharf Warehouse and land adjoining in Riverside Charlton	Punch Taverns Properties Limited	Punch Taverns Properties Limited	Freehold
Anchor & Hope	LN36438	Land on the north side of Riverside and land forming part of the site of Riverside	Punch Taverns Properties Limited	Punch Taverns Properties Limited	Freehold



# H.M. LAND REGISTRY GENERAL MAP

LONDON SHEET XII. 4 SECTION D (Extract from)

1888



14239

LN36438