

102266/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

WEDNESDAY



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11/09/2013

#250

COMPANIES HOUSE

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

☒ **You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record**

1 Company details

Company number ☒ 8 ☐ 1 ☐ 6 ☐ 6 ☐ 8 ☐ 3 ☐ 7 ☐

Company name in full ☒ Bird of Smithfield 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 ☒ 2 ☒ 7 ☐ 0 ☐ 8 ☐ 2 ☐ 0 ☐ 1 ☐ 3

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 ☒ Temple Guiting Manor Limited (company number 2235613)

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	<p>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</p>	Continuation page Please use a continuation page if you need to enter more details
	Description	<p>This form MR01 is to register a Deed of Substituted Security entered into by the Company on 27 August 2013 with Temple Guiting Manor Limited</p> <p>This Deed of Substituted Security relates to a Debenture the Company granted on 19 September 2012 in favour of Temple Guiting Manor Limited. The Debenture was registered at Companies House on 3 October 2012 (Charge No 2)</p> <p>The property subject to the Debenture dated 19 September 2012 was (as set out in the MG01 submitted to Companies House to register the Debenture)</p> <p>1 1 by way of legal mortgage all estates or interest in the leasehold property at 26 Smithfield Street, London EC1A 9LB registered under title number NGL817995 together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,</p> <p>See Continuation Sheet 1</p>	
5	Fixed charge or fixed security	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

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


GSC SOLID TOR UK

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
Amea Popat

Company name
GSC Solicitors LLP

Address
31-32 Ely Place

Post town
London

County/Region

Postcode
E C 1 N 6 T D

Country

DX
DX 462 London/Chancery Lane

Telephone
020 7822 2222

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

MR01 - continuation page

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

Description

1 2 by way of fixed charge
1 2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of paragraph 1 1 above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,
1 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
1 2 3 the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled,
1 2 4 all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of this paragraph 1,
1 2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
1 2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by paragraph 1 2 5, whether by way of dividend, distribution, interest or otherwise,
1 2 7 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to "Fixed Charge Assets" (as defined in the Debenture) (including all money payable under such contracts and policies),
1 2 8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),
1 2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,
1 2 10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in paragraph 1 2 9 but owned by others,
1 2 11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,
1 2 12 all present and future book debts of the Company,
1 2 13 all other present and future debts or monetary claims of the Company against third parties,
See Continuation Sheet 2

MR01 - continuation page

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
Description	<p>1 2 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any "Fixed Charge Assets" (as defined in the Debenture),</p> <p>1 2 15 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),</p> <p>1 2 16 all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a "Fixed Charge Asset" (as defined in the Debenture) except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this paragraph 1, and</p> <p>1 2 17 all the Company's goodwill and uncalled capital for the time being,</p> <p>1 3 by way of floating charge all the "Assets" (as defined in the Debenture) not effectively otherwise mortgaged, charged or assigned by this paragraph 1</p> <p>but excluding the assets contained in the "Tenant's Inventory" as defined in the lease dated 30 August 2002 and made between (1) Punch Taverns Properties Limited (2) Punch Pub Company (PTL) Limited and (3) Andrew Keeshan</p> <p>The Deed of Substituted Security dated 27 August 2013 ("the Deed") releases the "Security Interests" (as defined in the Deed) over the leasehold property at 26 Smithfield Street, London EC1A 9LB registered under title number NGL817995 (whereby the property was held under a Lease dated 30 August 2002) referred to in paragraph 1 1 above and as more particularly defined under the definition of "Released Property" in the Deed and substitutes for it the leasehold property at 26 Smithfield Street, London EC1A 9LB held under a Lease dated 8 July 2013 as more particularly defined under the definition of "Substituted Property" in the Deed (title number yet to be allocated) The Deed provides that in consideration of the release, the Company, with full title guarantee, charges to Temple Guiting Manor Limited by way of first legal mortgage, the Substituted Property as continuing security for the payment and discharge of all monies and other obligations and liabilities secured by the Debenture dated 19 September 2012 so that all the provisions in the Debenture shall apply to the Substituted Property as if the Substituted Property had been mortgaged by the Debenture</p> <p>See Continuation Sheet 3</p>	

MR01 - continuation page

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	
Description	<p>The Deed states that the Company confirms, acknowledges and agrees that the Debenture ranks as continuing security for the payment and discharge of the secured liabilities referred to in the previous paragraph above, including, without limitation, all present and future monies, obligations and liabilities owed by the Company to Temple Guiting Manor Limited, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under, or in connection with, the Deed and the Substituted Property. It also states that subject to the release contained in the Deed and save as amended by the Deed, the provisions of the Debenture dated 19 September 2012 and all other security, rights and remedies held by the Temple Guiting Manor Limited shall continue in full force and effect and the Debenture shall be read and construed as one document with the Deed.</p>	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8166837

Charge code. 0816 6837 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th August 2013 and created by BIRD OF SMITHFIELD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2013

OK

Given at Companies House, Cardiff on 12th September 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

27 August

2013

BIRD OF SMITHFIELD LIMITED

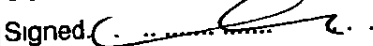
and

TEMPLE GUITING MANOR LIMITED

DEED OF SUBSTITUTED SECURITY

relating to a

**Debenture dated 19 September 2012 and
the premises at 26 Smithfield Street, London EC1A 9LB**

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL	
Signed	
Name	AMEE. PAPAT
Position	SOLICITOR GSC SOLICITORS LLP
Date	19 SEPTEMBER 2013

GSC Solicitors LLP
31-32 Ely Place
London EC1N 6TD
Tel 020 7822 2222
Fax 020 7822 2211
Ref HDP/AP/C1406-7

THIS DEED is dated

27 August

2013

Parties

- (1) **BIRD OF SMITHFIELD LIMITED** a company registered in England and Wales with company number 8166837 and whose registered office is situated at 31/32 Ely Place, London EC1N 6TD (**Borrower**)
- (2) **TEMPLE GUITING MANOR LIMITED** a company registered in England and Wales with company number 2235613 and whose registered office is situated at 66 Chiltern Street, London W1U 4JT (**Lender**)

Background

- (A) The Borrower and the Lender entered into the Original Security Document under which the Released Property was mortgaged by the Borrower to the Lender by way of first legal mortgage for the payment and discharge of all monies and other obligations and liabilities that the Borrower covenanted to pay to the Lender under the Original Security Document or otherwise secured by it
- (B) The Borrower and the Lender have agreed that the Released Property shall be released from the Original Security Document and that the Substituted Property shall be substituted as security in place of the Released Property according to the terms of this deed
- (C) This deed is supplemental to the Original Security Document

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed

- 1.1 The terms defined in the Original Security Document shall have the same meaning when used in this deed, unless defined below. In addition, the definitions below apply in this deed

Business Day: a day other than a Saturday or Sunday or public holiday in England

Original Security Document: Debenture dated 19 September 2012 and made between the Lender and the Borrower

Released Property: the property specified in Schedule 1 and all buildings, erections, structures, fixtures and fittings on the Released Property from time to time

Security Interest: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Substituted Property: the property specified in Schedule 2 and all buildings, erections, structures, fixtures and fittings on the Substituted Property from time to time

- 1.2 Unless the context otherwise requires, references in the Original Security Document to "this Debenture" shall be to the Original Security Document as amended by this deed

- 1 3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed
- 1 4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns
- 1 5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed Any reference to this deed includes the Schedules
- 1 6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established
- 1 7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1 8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1 9 A reference to any party shall include that party's personal representatives, successors and permitted assigns
- 1 10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time
- 1 11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision
- 1 12 A reference to **writing** or **written** includes faxes but not e-mail
- 1 13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done
- 1 14 A reference to "this deed" or to any other deed or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time
- 1 15 References to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule
- 1 16 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms

2. Original Security

- 2 1 This deed is supplemental to the Original Security Document by which the Released Property was mortgaged by the Borrower to the Lender to secure payment and discharge to the Lender of all monies and other obligations and liabilities to which the Original Security Document refers
- 2 2 The benefit of the Security Interests created by the Original Security Document are vested in the Lender
- 2 3 The Borrower represents and warrants that it is entitled to be registered at the Land Registry as the registered proprietor of the Substituted Property

3. Release

In consideration of the security created by clause 4 1, the Lender absolutely, irrevocably and unconditionally releases the Security Interests created by the Borrower over the Released Property under the Original Security Document

4. Substituted Security

- 4 1 In consideration of the release contained in clause 3, the Borrower, with full title guarantee, charges to the Lender by way of first legal mortgage, the Substituted Property as continuing security for the payment and discharge of all monies and other obligations and liabilities secured by the Original Security Document so that all the provisions in the Original Security Document shall apply to the Substituted Property as if the Substituted Property had been mortgaged by the Original Security Document
- 4 2 The Borrower confirms, acknowledges and agrees that the Original Security Document ranks as continuing security for the payment and discharge of the secured liabilities referred to in clause 4 1, including, without limitation, all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under, or in connection with, this deed and the Substituted Property

5. Continuity

Subject to the release contained in clause 3 and save as amended by this deed, the provisions of the Original Security Document and all other security, rights and remedies held by the Lender shall continue in full force and effect. The Original Security Document shall be read and construed as one document with this deed

6. Costs

The Borrower shall

- (a) on demand, pay to the Lender the amount of all costs and expenses incurred by the Lender in connection with enforcing, preserving any rights under, or monitoring the provisions of this deed and any other document referred to in this deed, and
- (b) pay and, within three Business Days of demand, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to all stamp, documentary, registration and other similar Taxes payable in respect of this deed and any other document referred to in this deed

7. Counterparts

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

8. Governing law and jurisdiction

- 8 1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales
- 8 2 The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

This document has been executed as a deed and shall take effect on the date stated at the beginning of it

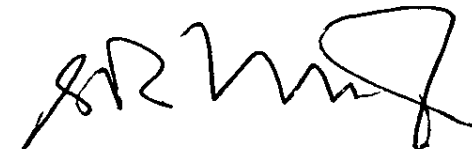
Schedule 1 Released Property

Address	Title Number	Freehold/Leasehold	Details of Lease
26 Smithfield Street, London EC1A 9LB	NGL817995	Leasehold	Lease dated 30 August 2002 and made between (1) Punch Taverns Properties Limited (2) Punch Pub Company (PTL) Limited (3) Andrew Keeshan

Schedule 2 Substituted Property

Address	Title Number	Freehold/Leasehold	Details of Lease
26 Smithfield Street, London EC1A 9LB	NOT YET KNOWN/TO BE ALLOCATED	Leasehold	Lease dated 8 July 2013 and made between (1) Steven Ross Collins (2) Bird of Smithfield Limited

SIGNED as a deed by
TEMPLE GUITING MANOR LIMITED
acting by Steven Collins, a director, in the presence of



Director

Witness Signature

Witness Name

Witness Address

Witness Occupation


Yasmin Akbari
25 The crescent
Wembley HA0 3JT
Assistant to Business Affairs Manager

SIGNED as a deed by
BIRD OF SMITHFIELD LIMITED
acting by GEORGIA Muir, a director, in the presence of



Director

Witness Signature

Witness Name

Witness Address

Witness Occupation


SIAN AUSTIN
68 AIRDALE AVENUE
W4 2NN
DIRECTOR, BIRD OF SMITHFIELD