



**Registration of a Charge**

Company Name: **PUNCH PARTNERSHIPS (SEAGULL) LIMITED**

Company Number: **11301804**



Received for filing in Electronic Format on the: **27/07/2021**

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**Details of Charge**

Date of creation: **16/07/2021**

Charge code: **1130 1804 0015**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **PURSUANT TO THE CHARGE THE COMPANY CHARGED BY WAY OF FIRST FIXED EQUITABLE CHARGE ALL ITS FREEHOLD PROPERTY AND CERTAIN LEASEHOLD PROPERTY EXCLUDING ANY LEASEHOLD PROPERTY THAT HAS 25 YEARS OR LESS TO RUN ON THE LEASE OR HAS A RACK-RENT PAYABLE IN RESPECT THEREOF (ALTHOUGH NO FURTHER DETAILS ARE SPECIFIED IN THE CHARGE). FOR FURTHER DETAIL, SEE CLAUSE 2.2(B) OF THE CHARGE (AND CLAUSE 3.1(A) OF THE UNDERLYING DEBENTURE).**

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**SHEARMAN & STERLING (LONDON) LLP**



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

Company number: 11301804

Charge code: 1130 1804 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2021 and created by PUNCH PARTNERSHIPS (SEAGULL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2021 .

Given at Companies House, Cardiff on 28th July 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

**Deed of Accession**

**THIS SUPPLEMENTAL DEED** is made on 16 July 2021

**BETWEEN:**

- (1) **PUNCH PARTNERSHIPS (SEAGULL) LIMITED;**
- (2) **PUNCH PARTNERSHIPS (PML) LIMITED;**
- (3) **PUNCH TAVERNS (BRANSTON) LIMITED;**
- (4) **THE LAINE PUB COMPANY LIMITED;**  
(each as the “**Acceding Company**” and together, the “**Acceding Companies**”); and
- (5) **NATIONAL WESTMINSTER BANK PLC** (the “**Security Agent**”).

**WHEREAS**

This Supplemental Deed is supplemental to a debenture dated 24 June 2021 and made between, inter alios, the Charging Companies (as defined therein) and the Security Agent (the “**Debenture**”).

IT IS AGREED and declared as follows:

**1. DEFINITIONS**

- 1.1 Words or expressions defined (including by reference) in the Debenture shall, unless otherwise defined herein, bear the same meaning in this Supplemental Deed (including the recital hereto).
- 1.2 The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply mutatis mutandis to this Supplemental Deed as if the same were set out in full herein.

**2. ACCESSION OF THE ACCEDING COMPANIES**

- 2.1 By its execution of this Supplemental Deed, the Acceding Companies unconditionally and irrevocably undertake to and agree with the Security Agent to observe and be bound by the terms and provisions of the Debenture as if they were an original party thereto as one of the Charging Companies.
- 2.2 Without prejudice to the generality of sub-clause 2.1, each Acceding Company hereby:
  - (a) (jointly and severally with the other Charging Companies) covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture; and
  - (b) mortgages, charges and assigns to the Security Agent for the payment and discharge of all monies and liabilities hereby, or by the Debenture, covenanted to be paid or discharged by it, its assets and undertaking on the terms set out in clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Debenture (in each case subject to the terms of clause 3.4 (*Excluded Assets*) of the Debenture.

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2.3 The Security Agent (on behalf of itself and each other party to the Debenture) hereby consents to the accession of the Acceding Companies to the Debenture on the terms of Clause 2.1 and 2.2 of this Supplemental Deed and agrees that the Debenture shall hereafter be read and construed as if the Acceding Companies had been an original party to the Debenture in the capacity of a Charging Company (but so that the security created on this accession will be created on the date of this Supplemental Deed).

2.4 The Acceding Companies expressly acknowledge and confirm and agree to each of the matters referred to in Clause 1.6 (*Obligations secured by this Debenture*) of the Debenture.

3. **INTERPRETATION**

This Supplemental Deed shall hereafter be read as one with the Debenture, so that all references in the Debenture to this Debenture, herein and similar expressions shall include references to this Supplemental Deed.

4. **DELIVERY**

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated.

5. **COUNTERPARTS**

This Supplemental Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Deed.

6. **THIRD PARTY RIGHTS**

A person who is not a party to this Supplemental Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Deed.

7. **GOVERNING LAW**

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

8. **JURISDICTION**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed (including a dispute regarding the existence, validity or termination of this Supplemental Deed or any non-contractual obligations arising out of or in connection with this Supplemental Deed).

**THIS SUPPLEMENTAL DEED** has been signed on behalf of the Security Agent and executed as a deed by the Acceding Companies and is delivered by them on the date specified above.

## SIGNATORIES

The Acceding Companies

EXECUTED as a DEED by

PUNCH PARTNERSHIPS (SEAGULL) LIMITED acting by:



as Director EDWARD GASHFORTH

Witness:



Name: FRANCESCA APPLEBY

Address: JUBILEE HOUSE, SECOND AVENUE, BURTON UPON TRENT, DE14 2WF

Occupation: ACCOUNTANT

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EXECUTED as a DEED by

PUNCH PARTNERSHIPS (PML) LIMITED acting by:



as Director EDWARD BAWER

Witness:



Name: FRANCESCA APPLEBY

Address: JUBILEE HOUSE, SECOND AVENUE, BURTON UPON TRENT, DE14 2WF

Occupation: ACCOUNTANT


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EXECUTED as a DEED by

PUNCH TAVERNS (BRANSTON) LIMITED acting by:



as Director EDWARD GASHKIN

Witness: 

Name: FRANCESCA APPEBY

Address: JUBILEE HOUSE, SECOND AVENUE, BURTON UPON TRENT, DE14 2WF

Occupation: ACCOUNTANT



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EXECUTED as a DEED by

THE LAINE PUB COMPANY LIMITED acting by:

[Redacted Signature]

as Director

EDWARD BARNETT

Witness:

[Redacted Signature]

Name:

FRANCESCA APPLEBY

Address:

JUBILEE HOUSE, SECOND AVENUE, BURTON UPON TRENT, DE14 2WF

Occupation:

ACCOUNTANT

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**The Security Agent**

**EXECUTED** as a **DEED** by

**NATIONAL WESTMINSTER BANK PLC** acting by:



as

Witness:



Name: Damian Stuart Dunphy

Address:



Occupation: