

100774/13
MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

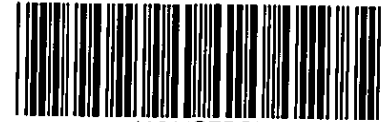
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

TUESDAY



A21JQEDC

A15

05/02/2013

#209

COMPANIES HOUSE

For official use

1166

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1

Company details

Company number 03997571

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

2

Date of creation of charge

Date of creation 29/01/2013

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Supplemental legal charge (the "Deed") to a debenture dated 27 September 2012 relating to 85 to
89 (odd) Hanover Street and 37 to 43 (odd) School Lane, Liverpool

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or alone or in any
other capacity whatsoever) of each present or future member of the
Group to the Security Trustee and/or the other Secured Parties (or
any of them) under or pursuant to any Finance Document (including
all monies covenanted to be paid under the Deed) ("Secured
Obligations")

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	THE ROYAL BANK OF SCOTLAND PLC (the "Security Trustee")									
Address	250 Bishopsgate									
	London									
Postcode	E	C	2	M		4	A	A		
Name										
Address										
Postcode										

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

- 1. GRANT OF SECURITY**
 - 1.1 Nature of security**
 - (i) All Security and dispositions created or made by the Deed are created or made
 - (a) in favour of the Security Trustee,
 - (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
 - (c) as continuing security for payment of the Secured Obligations
 - 1.2 Legal charge**
 - (i) The Charging Company charges and agrees to charge by way of first legal mortgage all its present and future right, title and interest in and to the Acquired Property and (to the extent not so charged)
 - (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on the Acquired Property,
 - (b) all easements, servitudes, rights and agreements in respect thereof,
 - (c) all rents from, or proceeds of sale of, the whole or any part of the Acquired Property, and
 - (d) the benefit of all covenants given in respect of the Acquired Property
 - 1.3 Application of Debenture provisions**
 - (i) The Security created by the Deed is created "*pursuant to the Debenture*" and
 - (a) all references in the Debenture to the "**Security Assets**" include the Acquired Property and the other assets charged by the Deed, and to the "**Debenture Security**" includes the Security created by or pursuant to the Deed, and

Continued on Continuation Page.

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X

DCA PIPER UK LLP

X

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

MG01

Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Kim Weltman

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 0207 796 6364

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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee

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

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

MG01 - continuation page

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) all provisions of the Debenture relating to the "Security Assets" or the "Debenture Security" (including, without limitation, obligations of the Charging Company and rights of enforcement) apply respectively to the Acquired Property and the other assets charged by the Deed and to the Security created by the Deed</p> <p>2. SUPPLEMENTAL DEED</p> <p>(a) Debenture</p> <p>(a) The Deed is supplemental to the Debenture</p> <p>(b) The Deed is a Finance Document</p> <p>(c) From the date of the Deed the provisions of the Debenture and of the Deed shall be read and construed as one and all references to the Debenture have been deemed to incorporate the provisions and amendments contained in the Deed</p> <p>(b) Continuance in force</p> <p>(i) For the avoidance of doubt, the provisions of the Debenture and the other Finance Documents (except as amended by the Deed) continue to apply from the date of the deed and remain in full force and effect</p> <p><u>Definitions:</u></p> <p>"Accession Deed" means an accession deed substantially in the form set out in schedule 6 (Form of Accession Deed) of the Debenture,</p> <p>"Acquired Property" means 85 to 89 (odd) Hanover Street and 37 to 43 (odd) School Lane, Liverpool with title number MS410191,</p> <p>"Additional Borrower" means a company which becomes a Borrower of Facility B2 in accordance with clause 27 (Changes to the Obligors) of the Senior Facilities Agreement,</p> <p>"Additional Guarantor" means a company which becomes a Guarantor of Facility B2 in accordance with clause 27 (Changes to the Obligors) of the Senior Facilities Agreement,</p> <p>"Agent" means The Royal Bank of Scotland plc,</p> <p>"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 27 (Changes to the obligors) of the Senior Facilities Agreement,</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in schedule 8 (Form of Compliance Certificate) to the Senior Facilities Agreement,</p> <p>"Debenture" means the Group Debenture dated 27 September 2012 between (1) The Charging Companies and (2) The Royal Bank of Scotland plc as Security Trustee,</p> <p>"Debenture Security" means the Security created by or pursuant to the Debenture,</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver,</p> <p>"Facility" means Facility A, Facility B1 or Facility B2,</p> <p>"Facility A" means the term loan facility made available under the Senior Facilities</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Agreement as described in clause 2 1 1(a),</p> <p>"Facility B1" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2 1 1(b),</p> <p>"Facility B2" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2 1 1(c),</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Senior Facilities Agreement between (i) the Lender of Facility B1 and Facility B2 and the Parent or (ii) the Agent and/or the Security Trustee and the Parent setting out any of the fees referred to in clause 13 (Fees) of the Senior Facilities Agreement,</p> <p>"Finance Document" means the Senior Facilities Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, the Intercreditor Deed, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a <i>"Finance Document"</i> by the Agent and the Parent,</p> <p>"Finance Party" means the Agent, Security Trustee or Lender,</p> <p>"Group" means the Parent and each of its Subsidiaries,</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 27 (Changes to the obligors) of the Senior Facilities Agreement,</p> <p>"Intercreditor Deed" means the intercreditor deed dated on or about the date of the Senior Facilities Agreement and made between, amongst others, the Parent, the other Obligor, The Royal Bank of Scotland plc as Security Trustee, The Royal Bank of Scotland plc as the Agent, the Lenders and the Investors,</p> <p>"Investors" means the shareholders as defined in the Shareholders Agreement,</p> <p>"Lender" means</p> <ul style="list-style-type: none"> (a) Any Original Lender, and (b) Any bank, financial institution, trust fund or other entity which has become a Party in accordance with clause 25 of the Senior Facilities Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement, <p>"Obligor" means a Borrower or a Guarantor,</p> <p>"Original Borrower" means Barracuda Pubs and Bars Limited,</p> <p>"Original Guarantor" means Bramwell Pubs Limited and Barracuda Pubs and Bars Limited,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	<p>"Original Lender" means The Royal Bank of Scotland plc, National Westminster Bank plc, Allied Irish Banks plc, Duchess III CDO S A, Duchess VI CLO B V, The Governor and Company of the Bank of Ireland, Varder Investment Partners LP and Arvo Investments Holdings SARL,</p> <p>"Parent" means Bramwell Pubs and Bars Limited a company incorporated and registered under the laws of England and Wales with registered number 03997571 with its registered office at Lunar House, Fieldhouse Lane Globe Park, Marlow, Buckinghamshire, SL7 1LW,</p> <p>"Party" means a party to the Senior Facilities Agreement,</p> <p>"Receiver" means any administrator, receiver, receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Trustee under the Debenture,</p> <p>"Resignation Letter" means a letter substantially in the form set out in schedule 7 (Form of Resignation Letter) of the Senior Facilities Agreement,</p> <p>"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture),</p> <p>"Secured Parties" means each Finance Party and any Receiver or Delegate,</p> <p>"Security" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,</p> <p>"Security Trustee" means The Royal Bank of Scotland Plc,</p> <p>"Selection Notice" means a notice substantially in the form set out in part 2 of schedule 3 (Requests) of the Senior Facilities Agreement given in accordance with clause 11 (Interest Periods) of the Senior Facilities Agreement in relation to a Facility,</p> <p>"Senior Facilities Agreement" means the senior sterling term facilities agreement dated on or around the date of the Deed and made between (1) Bramwell Pubs Limited as the Parent, (2) Barracuda Pubs and Bars Limited as the Company, (3) the Companies listed in part 1 of Schedule 1 as the Original Borrowers, (4) the Companies listed in part 1 of Schedule 1 as the Original Guarantors, (5) the financial institutions used in part 2 of schedule 1 as the Original Lenders, (6) the Royal Bank of Scotland plc as Agent and (7) the Security Trustee, as the same may be amended, supplemented, novated and/or restated from time to time, pursuant to which the Original Lenders have agreed to make certain facilities available to the Borrowers,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Senior Management" means Roger Moxham as chief executive officer, Chris Keen as chief financial officer and Adam Fowle as chairman of the Parent,</p> <p>"Shareholders' Agreement" means the shareholders agreement dated on or around the date of the Senior Facilities Agreement and made between the Parent, the Investors and certain members of Senior Management,</p> <p>"Standard Security" means each Scottish Law standard security in the agreed form to be granted by the Charging Company in favour of the Security Trustee on or around the date of the Senior Facilities Agreement,</p> <p>"Subsidiary" of a company or corporation means any company or corporation</p> <ul style="list-style-type: none"> (a) which is controlled, directly or indirectly by the first mentioned company or corporation, or (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation, or (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation, <p>and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body,</p> <p>"Transaction Security Documents" means the Debenture and each Standard Security together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any of the Obligors under any of the Finance Documents, and</p> <p>"Utilisation Request" means a notice substantially in the relevant form set out in part 1 of schedule 3 (Requests) of the Senior Facilities Agreement</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3997571
CHARGE NO. 166**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 29 JANUARY 2013 AND CREATED BY BRAMWELL PUBS
AND BARS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH PRESENT OR FUTURE MEMBER OF
THE GROUP TO THE ROYAL BANK OF SCOTLAND PLC (THE
SECURITY TRUSTEE) AND/OR THE OTHER SECURED PARTIES
(OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 5 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 FEBRUARY
2013

