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

MR01

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 Please go to www companieshouse gov	
1	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 MP	For further information, please refer to our guidance at www companieshouse gov uk
	This form must be delivered to the Regi 21 days beginning with the day after the delivered outside of the 21 days it will be court order extending the time for delivery	date of creation of the chrejected unless it is according.	*A45PAR6X*
	You must enclose a certified copy of the scanned and placed on the public record	instrument with this form	20/04/2015 #150 DMPANIES HOUSE
1	Company details		7. For official use
Company number	0 4 0 5 0 9 2 8		Filling in this form Please complete in typescript or in
Company name in full	BY THE BRIDGE LIMITED		bold black capitals
			All fields are mandatory unless specified or indicated by *
2	Charge creation date		
Ćharge creation date	$\begin{bmatrix} \mathbf{d} & 1 \end{bmatrix} \begin{bmatrix} \mathbf{d} & 6 \end{bmatrix} \begin{bmatrix} \mathbf{m} & 0 \end{bmatrix} \begin{bmatrix} \mathbf{m} & 4 \end{bmatrix} \begin{bmatrix} \mathbf{v} & 0 \end{bmatrix} \begin{bmatrix} \mathbf{v} & 0 \end{bmatrix}$	y ₁ y ₅	
3	Names of persons, security agent	s or trustees entitled to the charg	e
	Please show the names of each of the p entitled to the charge	ersons, security agents or trustees	
Name	SANTANDER UK PLC		
N			
Name			
Name			
Name			
	If there are more than four names, pleas tick the statement below I confirm that there are more than for		
	trustees entitled to the charge		
		• 1 ,	

MR01 Particulars of a charge **Brief description** Please submit only a short Please give a short description of any land, ship, aircraft or intellectual property description If there are a number of registered or required to be registered in the UK subject to a charge (which is plots of land, aircraft and/or ships, not a floating charge) or fixed security included in the instrument you should simply describe some of them in the text field and add a The registered land (leasehold) at The Water Tower, Guildprime Brief description statement along the lines of, "for Business Centre, Southend Road, Great Burstead, Essex CM11 2PY more details please refer to the under title number EX788491 and unregistered land (leasehold) instrument" at Beech Court 122 Hollin Lane Styal Cheshire SK9 4LD and other property as further described in Schedule 2 to the Accession Please limit the description to the Deed against the name of the Company as being charged by the available space Company Other charge or fixed security Does the instrument include a charge (which is not a floating 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 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 **Negative Pledge** Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box [✓] Yes □ No Trustee statement • This statement may be filed after You may tick the box if the company named in Section 1 is acting as trustee of the registration of the charge (use the property or undertaking which is the subject of the charge form MR06) Signature Please sign the form here Signature Signature

DUA PIPER UN UN

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

X

X

MR01 Particulars of a charge

Presenter information	Important 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. The contact information you give will be	Please note that all information on this form will appear on the public record
visible to searchers of the public record	£ How to pay
Contact name DENISE PHILLIPS	A fee of £13 is payable to Companies House in respect of each mortgage or charge filed
Company name DLA Piper UK LLP	on paper
	Make cheques or postal orders payable to
Address 3 Noble Street	'Companies House '
London	₩ Where to send
	You may return this form to any Companies House
Post town	address However, for expediency, we advise you to return it to the appropriate address below
County/Region	For companies registered in England and Wales
Postcode E C 2 V 7 E E	The Registrar of Companies, Companies House,
Country	Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
DX DX: 33866 Finsbury Square	For companies registered in Scotland
Telephone 0207 796 6302	The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,
✓ Certificate	139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1
We will send your certificate to the presenter's address	or LP - 4 Edinburgh 2 (Legal Post)
if given above or to the company's Registered Office if you have left the presenter's information blank	For companies registered in Northern Ireland
✓ Checklist	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
We may return forms completed incorrectly or with information missing	DA 401 N IV Dellast I
	<i>f</i> Further information
Please make sure you have remembered the following	For further information, please see the guidance notes
The company name and number match the	on the website at www companieshouse gov uk or
information held on the public Register You have included a certified copy of the	email enquines@companieshouse gov uk
instrument with this form	This form is available in an
You have entered the date on which the charge was created	alternative format. Please visit the
You have shown the names of persons entitled to	forms page on the website at
the charge You have ticked any appropriate boxes in	www.companieshouse.gov.uk
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	
he a certified conv	



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4050928

Charge code: 0405 0928 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2015 and created by BY THE BRIDGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2015.



Given at Companies House, Cardiff on 27th April 2015





DLA PIPER

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO \$859G OF THE COMPANIES ACT 2006, THIS IS A TRUE COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT

DATE 17.04.2015

SIGNED PUM PIPER UKUP

DLA PIPER UK LLP

DATED

b APRIL 2015

(1) EACH COMPANY LISTED IN SCHEDULF as an Acceding Company

(2) CAMBIAN GROUP PLC as the Company

and

(3) SANTANDER UK PLC as Security Agent

A09

20/04/2015 COMPANIES HOUSE

#149

ACCESSION DEED

DLA Piper UK LLP 3 Noble Street London EC2V 7EE United Kingdom Tel +44 (0) 8700 111 111 Fax +44 (0) 20 7796 6666

AXA/AXA/324753/62/UKM/68201535 I

THIS ACCESSION DEED is made on

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company"),
- (2) CAMBIAN GROUP PLC (the "Company"), and
- (3) SANTANDER UK PLC (as security trustee for the Secured Parties (as defined below)) (the "Security Agent")

BACKGROUND

This Accession Deed is supplemental to a debenture dated 26 March 2015 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

(b) Construction

Clause 1.2 (Interpretation) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company

- (1) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (11) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (Accession), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (Covenant to pay) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (Accession), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (Grant of security), 4 (Fixed Security) and 5 (Floating charge) of the Debenture including (without-limiting the generality of the foregoing)

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified in part 1 of schedule 2 (Details of Security Assets owned by the Acceding Companies) ((if any),
- (ii) by way of first fixed charge
 - (A) all the Charged Securities (including, without limitation, those specified in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), together with
 - (B) all Related Rights from time to time accruing to them,
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified in part 3 of schedule 2 (Details of Security Assets owned by the Acceding Companies) and all monies at any time standing to the credit of such accounts,
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified in part 4 of schedule 2 (Details of Security Assets owned by the Acceding Companies) (if any)),
- (v) by way of absolute assignment each Hedging Agreement, including all rights and remedies in connection with each Hedging Agreement and all proceeds and claims arising from them, and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified in part 5 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances

(d) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed

- (1) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified in schedule 2 (Details of Security Assets owned by the Acceding Companies),
- (11) the Charged Securities listed in part 2 of schedule 2 (Details of Security Assets owned by the Acceding Companies) to the Accession Deed constitute

the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company, and

(iii) part 1 of schedule 2 (Details of Security Assets owned by the Acceding Companies) identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed

(e) Consent

Pursuant to clause 23 3 (Accession Deed) of the Debenture, the Company (as agent for itself and the existing Chargors)

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed, and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "this Deed" and similar expressions shall include references to this Accession Deed

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below

6. COUNTERPARTS

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

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Company as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Company

SCHEDULE 1: ACCEDING COMPANIES

Company name	Registered number
By the Bridge Holdings Limited	05712186
, , , , , , , , , , , , , , , , , , , ,	
By the Bridge Management Company Limited	08587714
By the Bridge Limited	04050928
By the Bridge North West Limited	05448746

SCHEDULE 2: DETAILS OF SECURITY ASSETS OWNED BY THE ACCEDING COMPANIES

Part 1: Real Property

Registered land (leasehold)				
Acceding Company	Address	Administrative Area/date of lease (if know)	Title number or parties (if know)	
By The Bridge Limited	The Water Tower, Guildprime Business Centre, Southend Road, Great Burstead, Essex CM11 2PY	Essex - Basıldon	EX788491	
By The Bridge Limited	Suite One, The Haybarn, Newnham Grounds Farm, Bretford	Warwickshire - Rugby	WK468621	
By The Bridge Limited	The Oast House, Wrens Road, Borden, Sittingbourne, Kent, ME10 9JE	Kent - Swale	TT26671	
By The Bridge Limited	The Old Dairy Bobbing Sittingbourne Kent ME9 8NY	Kent - Swale	K967614	
By The Bridge Limited	The Granary and Meadow Barn, Newnham Grounds Farm, Bretford	Warwickshire - Rugby	WK464589	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Unre	gistered land (leasehold)	market the	
Acceding Company	Address	Document describing the Re		
		Date Document	Parties	
By The Bridge Limited	Beech Court 122 Hollin Lane Styal Cheshire SK9 4LD	2011 Limit (2) Ro	obert Hankinson and	
		Chris	tina Hankinson	

	Registered land (leasehold)					
Acceding Company	Address	. Administrativ	e Area/date of le know)	ase (if	Title number or parties (if know)	
By The Bridge Limited	The Steading and Well Barn, Borough Hill Farm, Catton Road, Walton on Trent, Derbyshire DE12 8LL	29 May 2014	Lease	Limite	heelton Farming	
By The Bridge Limited	Premises at Ledger House, Forest Green Road, Fifield, Maidenhead, Berkshire SL6 2NR	11 September 2013	Lease	Limite	The Bridge od lacol Ltd	

Part 2 - Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number and class of shares held
By The Bridge Holdings Limited	By The Bridge North West Limited	Ordinary	100 ordinary shares
By The Bridge Holdings Limited	By The Bridge Limited	A ordinary B ordinary C ordinary	3 A ordinary shares 19 B ordinary shares 15 C ordinary shares
By The Bridge Management Company Limited	By The Bridge Holdings Limited	Growth Shares	8,842 Growth Shares

Part 3 - Charged Accounts

	Col	lection Account	S
Account Holder.	Account Number	Account Bank	Account bank branch address and sort code
By The Bridge Holdings Limited	50 80	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND
			Sort code 82 60 13

- 32 - 25	T E	Election Account	s Electrical Parts
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
By The Bridge Holdings Limited	60 11	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND
			Sort code 82 60 13
By The Bridge Limited	60 11 50	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND
			Sort code 82 60 13
By The Bridge Limited	80 33	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND
			Sort code. 82 60 13
By The Bridge Limited	30 666 87	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND
			Sort code 82 60 13
By The Bridge Limited	30	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND
			Sort code 82 60 13
By The Bridge Limited	80 1100 33	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND
			Sort code 82 60 13
By The Bridge North West Limited	10 111 69	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND
			Sort code 82 60 13
By The Bridge North West Limited	70 68	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND
			Sort code 82 60 13
By The Bridge North West Limited	90 93	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND
			Sort code 82 60 13
By The Bridge North West Limited	90 58	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND

Collection Accounts				
Account Holder	Account Number	Account Bank	Account bank branch address and sort code	
			Sort code 82 60 13	
By The Bridge North West Limited	70 68	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SWIY 4ND	
			Sort code 82 60 13	

Part 4 - Intellectual Property

	Part 4A Trade marks	
Proprietor/ADR number	TM number Jurisdiction/apparent Classes status	Mark text
None		

Part 4B - Patents	in in
Proprietor/ADP number Patent number Description	7
None	

Part 5 - Insurances

Acceding Company	Insurer	Policy number
By The Bridge Limited	Zurich Insurance plc	090/9C01/JA738580/8
By The Bridge Limited and By The Bridge North West Limited	Markel (UK) Limited	SC21000F110YR/3093

THE ACCEDING COMPANIES

Executed as a Deed, but not delivered until) the first date specified on page 1, by)

BY THE BRIDGE HOLDINGS LIMITED acting by



Director

Witness signature

Witness name

Witness address

ANDREW GRIFFIIH

4th Floor, Waterfront Chancellors Road

Hammersmith Embankment W6 9RU

Address

Cambian Group

4th Floor

Waterfront Building Chancellors Road

London W6 9RU

Facsimile No

+44 (0) 208 735 6151

Attention

Andrew Griffith

Executed as a Deed, but not delivered until the first date specified on page 1, by

BY THE BRIDGE MANAGEMENT COMPANY LIMITED acting by



ANDREW CRIFFITH

Director

Witness signature

Witness name

Witness address

4th Floor, Waterfront
Chancellors Road
Hammersmith Embankment
W6 9RU

Address

Cambian Group

4th Floor

Waterfront Building Chancellors Road

London W6 9RU

Facsimile No

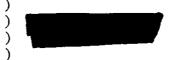
+44 (0) 208 735 6151

Attention

Andrew Griffith

Executed as a Deed, but not delivered until) the first date specified on page 1, by

BY THE BRIDGE LIMITED acting by)



Director	ANDREN GRIFFITH
Witness signature	
Witness name	PAUL WRIGHT
Witness address	4th Floor, Waterfront
	Chancellors Road
	Hammersmith Embankment

Address

Cambian Group

4th Floor

Waterfront Building Chancellors Road

London W6 9RU

Facsimile No

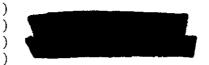
+44 (0) 208 735 6151

Attention

Andrew Griffith

Executed as a Deed, but not delivered until the first date specified on page 1, by

BY THE BRIDGE NORTH WEST LIMITED acting by



Director

Witness signature

Witness name

Witness address

PAUL IN RIGHT

4th Floor, Waterfront
Chancellors Road
Hammersmith Embankment
W6 9RU

Address

Cambian Group

4th Floor

Waterfront Building Chancellors Road

London W6 9RU

Facsimile No

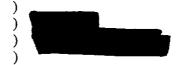
+44 (0) 208 735 6151

Attention

Andrew Griffith

THE COMPANY

Executed as a Deed, but not delivered until the first date specified on page 1, by CAMBIAN GROUP PLC acting by



Director

Witness signature

Witness name

Witness address

PAUL WRIGHT

4th Floor, Waterfront
Chancellors Road
Hammersmith Embankment

W6 9RU

Address

Cambian Group

4th Floor

Waterfront Building Chancellors Road

London W6 9RU

Facsimile No

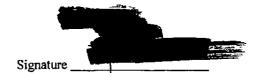
+44 (0) 208 735 6151

Attention

Andrew Griffith

THE SECURITY AGENT

Signed by RERT ASAM for and) on behalf of SANTANDER UK PLC.



Address:

2 Triton Square Regents Place London NWI 3AN

Email:

robert adams@santander co uk richard.priaulx@santander co uk

Attention:

Robert Adams/Richard Priaulx