

MR01

Particulars of a charge

164158 / 52



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 MR02

For further information, please
refer to our guidance at
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 the form is 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, scan it and place it on the public record. **Do not send the original**



A09 *A45PAR6X*
20/04/2015 #150
COMPANIES HOUSE

MONDAY

1 Company details

Company number 0 4 0 5 0 9 2 8

Company name in full BY THE BRIDGE LIMITED

9. 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 6 m 0 m 4 y 2 y 0 y 1 y 5

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 SANTANDER UK PLC

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

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

The registered land (leasehold) at The Water Tower, Guildprime Business Centre, Southend Road, Great Burstead, Essex CM11 2PY under title number EX788491 and unregistered land (leasehold) at Beech Court 122 Hollin Lane Styal Cheshire SK9 4LD and other property as further described in Schedule 2 to the Accession Deed against the name of the Company as being charged by the Company

5

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

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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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 DUA PIPER UK LLP X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name DENISE PHILLIPS

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 6302



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



FILE COPY

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.

A handwritten signature in black ink, appearing to be 'M' or 'J'.

Given at Companies House, Cardiff on 27th April 2015



Companies House



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



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 17.04.2015

SIGNED DLA PIPER UK LLP
DLA PIPER UK LLP

DATED

16 APRIL 2015

(1) EACH COMPANY LISTED IN SCHEDULE
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 1

THIS ACCESSION DEED is made on

16 APRIL 2015

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

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (ii) 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

- (i) 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*),
- (ii) 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 - Basildon	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	
Unregistered land (leasehold)				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
By The Bridge Limited	Beech Court 122 Hollin Lane Styal Cheshire SK9 4LD	17 March 2011	Lease	(1) By The Bridge Limited (2) Robert Hankinson and Christina Hankinson

Registered land (leasehold)				
Acceding Company	Address	Administrative Area/date of lease (if know)		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	(1) By The Bridge Limited (2) Wheelton Farming Limited
By The Bridge Limited	Premises at Ledger House, Forest Green Road, Fifield, Maidenhead, Berkshire SL6 2NR	11 September 2013	Lease	(1) By The Bridge Limited (2) Helacol 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	3 A ordinary shares
		B ordinary	19 B ordinary shares
		C ordinary	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

Collection Accounts			
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

Collection Accounts			
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 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 87	Clydesdale Bank plc	West End FSC, 35 Regent Street, London, SW1Y 4ND Sort code 82 60 13
By The Bridge Limited	30 79	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 North West Limited	10 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, SW1Y 4ND Sort code 82 60 13

Part 4 - Intellectual Property

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

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
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

ANDREW GRIFFITH

Witness signature

Witness name

PAUL WRIGHT

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
Chief Financial Officer

Executed as a Deed, but not delivered until)
the first date specified on page 1, by)
BY THE BRIDGE MANAGEMENT)
COMPANY LIMITED acting by)

[REDACTED]

Director

ANDREW GRIFFITH

Witness signature

[REDACTED]

Witness name

PAUL WRIGHT

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
Chief Financial Officer

Executed as a Deed, but not delivered until)
the first date specified on page 1, by)
BY THE BRIDGE LIMITED acting by)
)

[REDACTED]

Director

ANDREW GRIFFITH

Witness signature

[REDACTED]

Witness name

PAUL WRIGHT

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
Chief Financial Officer

Executed as a Deed, but not delivered until)
the first date specified on page 1, by)
BY THE BRIDGE NORTH WEST)
LIMITED acting by)

[REDACTED]

Director

ANDREW GRIFFITH

Witness signature

[REDACTED]

Witness name

PAUL WRIGHT

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
Chief Financial Officer

THE COMPANY

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

)
)
)
)

Director

ANDREW GRIFFITH

Witness signature

)
)
)
)

Witness name

PAUL WRIGHT

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

Chief Financial Officer

THE SECURITY AGENT

Signed by ROBERT ADAMS for and)
on behalf of SANTANDER UK PLC.)
)

Signature 

Address: 2 Triton Square
Regents Place
London
NW1 3AN

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

Attention: Robert Adams/Richard Priaulx