



Registration of a Charge

Company name: **BRITISH WATERWAYS MARINAS LIMITED**

Company number: **04930453**



X7KYI3JE

Received for Electronic Filing: **17/12/2018**

Details of Charge

Date of creation: **14/12/2018**

Charge code: **0493 0453 0001**

Persons entitled: **SANTANDER UK PLC AS SECURITY AGENT**

Brief description: **THE PROPERTY KNOWN AS OR BEING WHITE BEAR MARINA, PARK ROAD, ADLINGTON AND REGISTERED AT LAND REGISTRY WITH FREEHOLD TITLE NUMBER LA950706 AND OTHERS. PLEASE REFER TO THE CHARGE INSTRUMENT FOR DETAILS OF FURTHER PROPERTY.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **WE 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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4930453

Charge code: 0493 0453 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2018 and created by BRITISH WATERWAYS MARINAS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th December 2018 .

Given at Companies House, Cardiff on 18th December 2018

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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 17 DECEMBER 2018

Signed OSBORNE CLARKE LLP

Osborne Clarke LLP

14 December

2018

Between:

2 Temple Back East

(1)

British Waterways Marinas Limited (company number: 04930453) whose registered office is at First Floor North Station House, 500 Elder Gate, Milton Keynes, MK9 1BB (the "New Chargor"); and

Temple Quay, Bristol

BS1 6EG

(2) **Santander UK plc** as agent and trustee for the Secured Parties (the "Security Agent"),

and is supplemental to a Debenture granted by Project Belize Limited in favour of the Security Agent on 14 December 2018 (the "Debenture").

This Accession Deed witnesses as follows:

1. **Definitions and interpretation**

Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

2. **Confirmation**

The New Chargor confirms it has read and understood the content of the Debenture.

3. **Accession**

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4. **Security**

4.1. Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of the schedule to this Accession Deed;
- (b) charges by way of first fixed charge:
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Accession Shares;
 - (v) all Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Other Accounts;
 - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (ix) all Intellectual Property Rights described in Part 2 (*Intellectual Property Rights*) of the schedule to this Accession Deed;

- (x) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(ix);
 - (xi) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xii) its goodwill and uncalled capital;
 - (xiii) any Charged Agreements; and
 - (xiv) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract; and
 - (iii) any Hedging Agreement;
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2. The floating charge created by sub-clause 4.1(d) (Security) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5. Construction

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "**this Deed**" in the Debenture shall include reference to this Accession Deed.

6. 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 this Accession Deed is executed on the date appearing at the head of page 1.

Schedule to Accession Deed

Part 1

Property

	Chargor	Address or Description of Property	Title Number (if registered)
1.	British Waterways Marinas Limited	White Bear Marina, Park Road, Adlington	LA950706 (freehold)
2.	British Waterways Marinas Limited	Priory Marina Barkers Lane Bedford	BD214181 (leasehold)
3.	British Waterways Marinas Limited	Land adjoining Port Avon Marina Keynsham Road, Keynsham Bristol BS31 2DD	GR405812 (freehold) GR424795 (leasehold)
4.	British Waterways Marinas Limited	Land and buildings known as Poplar Dock Marina, Boardwalk Place, London E14 5SH	AGL444069 (leasehold)
5.	British Waterways Marinas Limited	Packet Boat Marina Packet Boat Lane Uxbridge UB8 2JJ	AGL443757 (freehold)
6.	British Waterways Marinas Limited	Limehouse Marina Narrow Street London	AGL444161 (leasehold)
7.	British Waterways Marinas Limited	Land lying to the South-East of Fleet Lane, Methley, Leeds and known as Lemonroyd Marina	YY102498 (freehold)
8.	British Waterways Marinas Limited	Kings Marina, Mather Road, Newark NG24 1FW	NT538384 (freehold)
9.	British Waterways Marinas Limited	Land and buildings known as Hull Marina, parts of Warehouse 13 and the plant room, Humber Dock Street and land to the west side of Railway Street, Kingston upon Hull	HS347995, HS347996 and HS347997 (leasehold)
10.	British Waterways Marinas Limited	Glasson Marina, Glasson Dock, Lancaster	LAN205065 (freehold) LAN205066 (leasehold)
11.	British Waterways Marinas Limited	Galgate Marina, Galgate, Lancaster LA2 0LQ	LAN205068 (freehold) LAN205070 (leasehold)
12.	British Waterways Marinas Limited	Diglis Basin, Diglis Road Worcester	WR115553 (leasehold) WR178739 - pending title number - leasehold
13.	British Waterways Marinas Limited	Cow Roast Marina, W Cow Roast, Tring	HD347095 and HD509772 (freehold)

14.	British Waterways Marinas Limited	Bath Marina Newbridge Road, Bath	AV208098 (leasehold)
15.	British Waterways Marinas Limited	Apsley Marina, 1-17 The Moorings, Dickinson Quay Hemel Hempstead HP3 9FP	HD417424 (freehold) HD417423 (leasehold)

Part 2

Intellectual Property Rights

Trade marks					
Chargor	Trade mark number	Jurisdiction	Classes	Trade mark text	Renewal Date
British Waterways Marinas Ltd	UK00002561259	UK	2,7,9,25 and 35	BRITMARINE	13 October 2020

Part 3

Shares

None as at the date of this Deed.

Part 4

Assigned Contracts

None as at the date of this deed.

Signatories to Accession Deed

New Chargor

Executed as a deed by

British Waterways Marinas Limited
acting by a director
in the presence of:

Director

Signature of witness:

Name: **WILLIAM UNDERWOOD**

Address: **Gateley Plc**

The Blade, Abbey Square
Reading, RG1 3BE
DX: 4014 Reading

Occupation: Tel: 0118 952 0820 Fax: 0118 959 5955

PARALEGAL

Notice details

Address: One Eleven , Edmund Street , Birmingham, United Kingdom, B3 2HJ

Fax:

Attention:

Security Agent

Signed by _____)
authorised signatory _____)
for and on behalf of _____)
Santander UK plc _____)
_____)

Notice Details

Address: 17 Ulster Terrace, Regent's Park, London NW1 4LJ

Fax: N/A

Attention: Stephen Welch, Director, Hotel & Leisure Finance