

MR01

Particulars of a charge

Laserform

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

667358 / 13

☒ **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
instrument Use form MR08

WEDNESDAY



A06

A42XRQJC

11/03/2015

#164

COMPANIES HOUSE

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 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. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 0 6 7 0 1 1 3 7

Company name in full BRIDGE LEISURE MANAGEMENT LIMITED

3 For official use

→ **Filling 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 0 5 m 0 3 y 2 0 y 1 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 ARES MANAGEMENT LIMITED

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

MR01

Particulars of a charge

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

Brief description

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

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

Macfarlane 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 SLYW/645004

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No 138 Chancery Lane

Telephone +44 (0)20 7831 9222



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 enquires@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. 6701137

Charge code: 0670 1137 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th March 2015 and created by BRIDGE LEISURE MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th March 2015

DT

Given at Companies House, Cardiff on 18th March 2015



Companies House



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

SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL
INSTRUMENT

Macfarlanes LLP

MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

DATE 10/03/15

Deed of Accession

DATE 5 March 2015

PARTIES

- 1 **BRIDGE LEISURE MANAGEMENT LIMITED** (registered number 06701137) with its registered office at Sand le Mere, Southfield Lane, Tunstall, Hull HU12 0JF (the "Additional Chargor"), and
- 2 **ARES MANAGEMENT LIMITED** as agent and trustee for the Secured Parties (as defined in the Security Agreement (defined below)) (the "Security Agent")

BACKGROUND

- A The Additional Chargor is a Subsidiary of Peanut Midco Limited
- B Peanut Midco Limited and others have entered into a security agreement dated 19 January 2015 (the "Security Agreement") between the Chargors (as defined therein) and the Security Agent
- C The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement
- D The Security Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand
- E The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents

IT IS AGREED as follows

- 1 **Definitions and interpretation**

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document
- 2 **Accession and covenant to pay**
 - 2.1 With effect from the date of this deed the Additional Chargor
 - 2.1.1 will become a party to the Security Agreement as an Additional Chargor, and
 - 2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor
 - 2.2 The Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due and payable in accordance with the terms of, and in the manner provided for in, the Finance Documents
 - 2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law
- 3 **Grant of security**
 - 3.1 **Fixed security**

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby

- 3 1 1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed,
- 3 1 2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its
 - 3 1 2 1 Properties acquired by it after the date of this deed,
 - 3 1 2 2 Property Interests,
 - 3 1 2 3 Material Equipment,
 - 3 1 2 4 Securities,
 - 3 1 2 5 Intellectual Property,
 - 3 1 2 6 Debts,
 - 3 1 2 7 Accounts,
 - 3 1 2 8 Pension Fund Interests,
 - 3 1 2 9 Goodwill and Uncalled Capital, and
 - 3 1 2 10 right, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3 1 1 to 3 1 4 inclusive
- 3 1 3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies,
- 3 1 4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements, and
- 3 1 5 notwithstanding clauses 3 1 3 and 3 1 4, prior to the occurrence of a Declared Default, each Chargor shall (in its sole discretion), subject to the other terms of the Finance Documents and the Hedging Agreements
 - 3 1 5 1 continue to exercise all and any of its rights, remedies, discretion or judgements (including the giving of any waivers or consents) under and in connection with the Insurance Policies and the Assigned Agreements, and
 - 3 1 5 2 be entitled to all proceeds and claims arising therefrom

3 2 Floating Security

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3 1 1 to 3 1 4 inclusive above

3 3 Title documents

- 3 3 1 Subject to clause 3 3 2 below, the Additional Chargor shall on the execution of this deed (or, if later, the date of acquisition of the relevant Charged Assets) deposit with the Security Agent (and the Security Agent shall during the continuance of this security be entitled to hold) all deeds and documents of title relating to the Properties as the Security Agent may from time to time require
- 3 3 2 The obligation under clause 3 3 1 above shall be satisfied by the delivery to the Agent and Security Agent of an Acceptable Undertaking to hold such deeds and documents of title to the order of the Agent and Security Agent
- 3 3 3 The Additional Chargor shall, within 5 Business Days of the date of this deed, deposit with the Security Agent (and the Security Agent during the continuance of this security shall be entitled to hold) all certificates relating to the Securities and such instruments of transfer in blank relating to the Securities as the Security Agent may require (acting reasonably)

3 4 Leasehold Security restrictions

- 3 4 1 There shall be excluded from the Security created by this deed and by the Security Agreement and from the operation of clause (*Restrictions on dealing*) of the Security Agreement, any Excluded Property until the relevant Condition or waiver has been excluded or obtained
- 3 4 2 For each Excluded Property, the Additional Chargor undertakes to
- 3 4 2 1 apply for the relevant consent or waiver of prohibition or conditions as promptly as reasonably practicable and, in any event, within 15 Business Days of the date of this deed (in relation to Excluded Property owned at the date of this deed) or as promptly as reasonably practicable and, in any event, within 15 Business Days of the Additional Chargor acquiring the Excluded Property (if otherwise) and, to use its reasonable endeavours to obtain that consent or waiver of prohibition promptly,
- 3 4 2 2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and
- 3 4 2 3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy
- 3 4 3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3 1 1, clause 3 1 2 1 or clause 3 1 2 2 (*Fixed security*) of the Security Agreement as the case may be

4 Land Registry restriction

In respect of any Property registered at the Land Registry, the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property

““No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Ares Management Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer”

5 Miscellaneous

With effect from the date of this deed

5 1 the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed),

5 2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it)

6 Governing law

This deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law

7 Jurisdiction of English courts

7 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute")

7 2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary

7 3 This clause 7 3 is for the benefit of the Security Agent only As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

8 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

In Witness whereof this deed has been duly executed on the date first above written

SCHEDULE 1

Properties currently owned



Part A Registered Land

None at the date of this deed

Part B Unregistered Land

None at the date of this deed

SCHEDULE 2**Accounts**

Chargor	Bank	Account name	Account number	Sort code
Bridge Leisure Management Limited	National Westminster Bank Plc 501 Silbury Boulevard, Saxon Gate East, Milton Keynes, MK9 3ER	Bridge Leisure Management Limited		

SIGNATORIES

The Additional Chargor

EXECUTED as a DEED and)
DELIVERED by BRIDGE LEISURE)
MANAGEMENT LIMITED acting by)
S J Elliott)
(Director))
in the presence of)



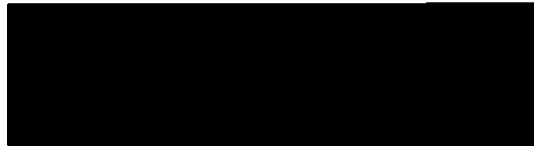
Signature



Name

BENJAMIN ASHBY

Address



Occupation

The Security Agent

SIGNED)
for and on behalf of)
ARES MANAGEMENT LIMITED)

SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL
INSTRUMENT

Macfarlanes LLP

MACFARLANES LLP
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LONDON EC4A 1LT

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3.1 **Fixed security**

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- 3 1 4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements, and
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7 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**")

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8 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

In Witness whereof this deed has been duly executed on the date first above written

SCHEDULE 1

Properties currently owned

Part A: Registered Land

None at the date of this deed

Part B: Unregistered Land

None at the date of this deed

SCHEDULE 2**Accounts**

Chargor	Bank	Account name	Account number	Sort code
Bridge Leisure Management Limited	National Westminster Bank Plc 501 Silbury Boulevard, Saxon Gate East, Milton Keynes, MK9 3ER	Bridge Leisure Management Limited		

SIGNATORIES

The Additional Chargor

EXECUTED as a DEED and)
DELIVERED by BRIDGE LEISURE)
MANAGEMENT LIMITED acting by)

(Director)

in the presence of)

Signature

Name

Address

Occupation

The Security Agent

SIGNED)
for and on behalf of)
ARES MANAGEMENT LIMITED)



Hugh Phillips
Authorised Signatory