

195795 / 13

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

MR01

Particulars of a charge

ashurst

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 MR08

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
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
must be scanned and placed on the public record



A06 27/02/2014 #155
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 8 8 3 8 9 8 0

Company name in full REVOLUTION BARS LIMITED

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 1 9 0 2 2 0 1 4

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 HAYFIN CAPITAL MANAGEMENT LLP as security trustee

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

None

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01 .

Particulars of a charge

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

Asmund LLP

X

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

MR01 .

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name FPALAM/LCHAN/HAY07 00014/33995006

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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: 8838980

Charge code: 0883 8980 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2014 and created by REVOLUTION BARS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th February 2014

DT

Given at Companies House, Cardiff on 3rd March 2014



Companies House



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

EXECUTION VERSION

THIS SECURITY ACCESSION DEED is made on 19 February 2014

- 1 **REVOLUTION BARS LIMITED**, a company incorporated in England and Wales with registered number 08838980 (the "New Charging Company"),
- 2 **CASPIAN TOPCO LIMITED**, a company incorporated in England and Wales with registered number 05643225 (the "Parent") for itself and as agent for and on behalf of each of the existing Charging Companies, and
- 3 **HAYFIN CAPITAL MANAGEMENT LLP** as security trustee for itself and the other Secured Parties (the "Security Agent")

RECITAL

This deed is supplemental to a debenture dated 10 December 2013 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any), (the "Debenture")

NOW THIS DEED WITNESSES as follows

1 **Interpretation**

1.1 **Definitions**

Terms defined in the Debenture have the same meaning when used in this deed

1.2 **Construction**

Clause 1.2 (*Construction*) of the Debenture will be deemed to be set out full in this deed, but with references in those clauses to the Debentures being deemed to be references to this deed

2 **Accession of new Charging Company**

2.1 **Accession**

The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2.2 **Covenant to pay**

The New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Indebtedness when it falls due for payment

2.3 **Fixed charges**

The New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

2.3.1 by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 1) together with all buildings and fixtures (including trade fixtures) on that property, and

2.3.2 by way of first equitable mortgage all the Subsidiary Shares and Investments and all corresponding Distribution Rights, and

Certified as a true copy of the original instrument executed by Revolution Bars Limited save for the material redacted pursuant to section 859G of the Companies Act 2006, together with copy signature pages of the persons entitled to the charge.

Ashurst LLP

27091414.2

2 3 3 by way of first fixed charge

- 2 3 3 1 all other interests (not charged under clauses 2 3 1) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived thereon and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
- 2 3 3 2 all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
- 2 3 3 3 all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
- 2 3 3 4 all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,
- 2 3 3 5 all monies standing to the credit of any and all its accounts (including the Collection Accounts, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person and all rights related to those accounts,
- 2 3 3 6 all its Intellectual Property,
- 2 3 3 7 the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets,
- 2 3 3 8 its goodwill and uncalled capital, and
- 2 3 3 9 if not effectively assigned by clause 2 5 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements

2 4 Floating charge

As further continuing security for the payment of the Indebtedness, the New Charging Company charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (*Fixed Charges*) or assigned under clause 2 5 (*Security Assignment*)

2 5 Security Assignment

As further continuing security for the payment of the Indebtedness, the New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, including the Assigned Agreements (if any) identified in Schedule 3, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct)

3 Construction of Debentures

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed

4 Consent of Existing Charging Companies

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

5 Notices

The New Charging Company confirms that its address details for notices in relation to clause 21.1 (*Communications in Writing*) of the Debenture are as follows

Address 21 Old Street, Ashton Under Lyne, Tameside, OL6 6LA

Facsimile +44 (0)161 343 7144

Attention Sean Curran

6 Law

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law

7 Counterparts

This deed may be executed in any number of counterparts and all such counterparts 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

EXECUTION VERSION

Schedule 1
Details of Freehold and Leasehold Property

Freehold Property

None as at the date of this deed

Leasehold Property

None as at the date of this deed

EXECUTION VERSION

EXECUTED as a DEED by)
REVOLUTION BARS LIMITED)
acting by)
SEAN CURRAN)
(director) in the presence of)

Witness Signature

Name

Address

Occupation

MARK STICHBURY

EXECUTED as a DEED by)
CASPIAN TOPCO LIMITED)
acting by)
SEAN CURRAN)
(director) in the presence of)

Witness Signature

Name

Address

Occupation

MARK STICHBURY

EXECUTED as a DEED by)
HAYFIN CAPITAL)
MANAGEMENT LLP acting by)
its member)
_____ in)
the presence of)

Witness Signature

Name

Address

Occupation

EXECUTION VERSION

EXECUTED as a DEED by)
REVOLUTION BARS LIMITED)
acting by)
(director) in the presence of)

Witness Signature . . .
Name
Address .

Occupation

EXECUTED as a DEED by)
CASPIAN TOPCO LIMITED)
acting by)
_____)
(director) in the presence of)

Witness Signature .
Name
Address

Occupation

EXECUTED as a DEED by)
HAYFIN CAPITAL)
MANAGEMENT LLP acting by)
its member)
DAVID RUSHFORD in)
the presence of)

Witness Signature
Name
Address Bethany Walker
Occupation (.