



Registration of a Charge

Company Name: **THE BRIGHTON PIER GROUP PLC**

Company Number: **08687172**



Received for filing in Electronic Format on the: **25/06/2021**

XA7D7J8W

Details of Charge

Date of creation: **17/06/2021**

Charge code: **0868 7172 0005**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

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

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I 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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8687172

Charge code: 0868 7172 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th June 2021 and created by THE BRIGHTON PIER GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th June 2021 .

Given at Companies House, Cardiff on 28th June 2021

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

Security Deed of Accession

This Deed is made on 17 June 2021

Between

- (1) **Brighton Palace Pier (Holdings) Limited** (previously known as Barclub (Marylebone) Limited and registered in England with number 10082699), **Brighton Palace Pier (Assets) Limited** (previously known as Barclub (Drury Lane) Limited and registered in England with number 10082743) and **Eclectic Bars Trading Limited** (previously known as Barclub Trading Limited and registered in England with number 05858842) (**Original Chargors**);
- (2) **The Brighton Marine Palace & Pier Company** (registered in England with number ZC000164) and **Lethington Leisure Limited** (registered in Scotland with number SC291431) (**Additional Chargors**);
- (3) The companies listed in schedule 1 (Acceding Chargors) to this Deed (**Acceding Chargors**); and
- (4) **Barclays Bank PLC** (registered in England with number 01026167) (**Lender**).

Whereas

- (A) This Deed is supplemental to a debenture dated 27 April 2016 between, inter alia, the Original Chargors and the Lender, and subsequently acceded to by the Additional Chargors (**Debenture**).
- (B) The Acceding Chargors are party to the Facilities Agreement as Guarantors.

It is agreed**1 Definitions and interpretation****1.1 Definitions**

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargors or its Subsidiaries including those listed in schedule 3 (Subsidiary Shares) to this Deed.

1.2 Interpretation

- (a) Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Conflict), 1.5 (Administration) and 1.6 (Incorporated terms) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.
- (b) In the event that the terms of this Deed conflict with the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail.

2 Accession of Acceding Chargors

2.1 Accession

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

Each Acceding Chargor covenants with the Lender that it will pay and discharge the Secured Obligations when they become due for payment and discharge.

2.3 Charging provisions

All security created by the Acceding Chargors under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargors in and to the relevant Secured Asset; and
- (d) in favour of the Lender.

2.4 First legal mortgages

Each Acceding Chargor charges by way of first legal mortgage the properties described in schedule 2 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 Assignments

- (a) Each Acceding Chargor assigns (subject to reassignment by the Lender in accordance with clause 25 (Releases) of the Debenture):
 - (i) the Relevant Agreements to which it is a party; and
 - (ii) its Relevant Policies.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements to which it is a party and the Relevant Policies which relate to it.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Event of Default which is continuing, each Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements to which it is a party.

2.6 First fixed charges

Each Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property

effectively charged by way of legal mortgage under clause 2.4, and in each case, the Premises and Fixtures on each such property;

- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together the **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to such Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by such Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

2.7 Floating charge

Each Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Relevant Agreements

For the purpose of the Debenture, the Original Chargors, the Additional Chargors, the Acceding Chargors and the Lender hereby designate the Lightwater Valley Share Acquisition Agreement (as defined in the Facilities Agreement) as a Relevant Agreement.

4 Consent of existing charging companies

The Original Chargors and the Additional Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

5 Security power of attorney

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which that Acceding Chargor is obliged to take under this Deed or the Debenture but has failed to do so within 5 Business Days of request. Each Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 5.

6 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 22 (Notices) of the Debenture are as follows:

Address: 36 Drury Lane, London, England, WC2B 5RR

Facsimile: N/A

Email: aackord@brightonpiergroup.com and john.smith@brightonpiergroup.com

Attention: Anne Ackord and John Smith

7 Counterparts

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

8 Governing law and jurisdiction

Clause 32 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1**Acceding Chargors**

Company name	Company number	Jurisdiction of incorporation
The Brighton Pier Group PLC	08687172	England and Wales
Eclectic Bars Limited	05839448	England and Wales
Eclectic Bars (Cambridge) Limited	07402022	England and Wales
Eclectic Bars (Friar Street) Limited	07190202	England and Wales
Eclectic Bars (Manchester) Limited	06437602	England and Wales
Eclectic Bars (Embargo) Limited	04877138	England and Wales
Eclectic Bars (Deansgate Locks) Limited	08645725	England and Wales
Eclectic Bars (Brighton Arches) Limited	08423510	England and Wales
Eclectic Icon Limited	09137685	England and Wales
Eclectic Bars (East Street) Limited	08056970	England and Wales
Lightwater Valley Attractions Limited	04091902	England and Wales

Schedule 2

Properties

[Intentionally blank]

Schedule 3**Subsidiary Shares**

Acceding Chargor	Name and registered number of Subsidiary	Number and class of shares
The Brighton Pier Group PLC	Lightwater Valley Attractions Limited (company number 04091902)	4,750,002 shares of £1.00 each

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Original Chargors

Executed as a deed by
Brighton Palace Pier (Holdings) Limited
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Executed as a deed by
Brighton Palace Pier (Assets) Limited
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Executed as a deed by
Eclectic Bars Trading Limited
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Additional Chargors

Executed as a deed by
**The Brighton Marine Palace & Pier
Company**
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Executed as a deed by
Lethington Leisure Limited
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Acceding Chargors

Executed as a deed by
The Brighton Pier Group PLC
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Executed as a deed by
Eclectic Bars Limited
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Executed as a deed by
Eclectic Bars (Cambridge) Limited
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Executed as a deed by
Eclectic Bars (Friar Street) Limited
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Executed as a deed by
Eclectic Bars (Manchester) Limited
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Executed as a deed by
Eclectic Bars (Embargo) Limited
acting by two directors or by a director and
its secretary

DocuSigned by:
[Redacted Signature]
49B9EA82ACCA4DC...
Director
DocuSigned by:
[Redacted Signature]
CF0DCFEC307745B...
Director/Secretary

Executed as a deed by
Eclectic Bars (Deansgate Locks) Limited
acting by two directors or by a director and
its secretary

) DocuSigned by:
) [Redacted Signature]
) 49B9EA82ACCA4DC...
) Director
) DocuSigned by:
) [Redacted Signature]
) CF0DCFEC307745B...
) Director/Secretary

Executed as a deed by
Eclectic Bars (Brighton Arches) Limited
acting by a director and its secretary

) DocuSigned by:
) [Redacted Signature]
) 49B9EA82ACCA4DC...
) Director
) DocuSigned by:
) [Redacted Signature]
) CF0DCFEC307745B...
) Secretary

Executed as a deed by
Eclectic Icon Limited
acting by two directors or by a director and
its secretary

) DocuSigned by:
) [Redacted Signature]
) 49B9EA82ACCA4DC...
) Director
) DocuSigned by:
) [Redacted Signature]
) CF0DCFEC307745B...
) Director/Secretary

Executed as a deed by
Eclectic Bars (East Street) Limited
acting by two directors or by a director and
its secretary

) DocuSigned by:
) [Redacted Signature]
) 49B9EA82ACCA4DC...
) Director
) DocuSigned by:
) [Redacted Signature]
) CF0DCFEC307745B...
) Director/Secretary

Executed as a deed by
Lightwater Valley Attractions Limited
acting by two directors or by a director and
its secretary

) DocuSigned by:
) [Redacted Signature]
) 49B9EA82ACCA4DC...
) Director
) DocuSigned by:
) [Redacted Signature]
) CF0DCFEC307745B...
) Director/Secretary

Lender

Executed as a deed)
by)
as duly authorised attorney)
for and on behalf of **Barclays Bank PLC**)
in the presence of:)

.....
Authorised attorney

Witness

Signature

Name

Address

.....