



**Registration of a Charge**

Company name: **BIG BUS TOURS EU LIMITED**

Company number: **11166448**



X70PQ022

Received for Electronic Filing: **28/02/2018**

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**Details of Charge**

Date of creation: **23/02/2018**

Charge code: **1116 6448 0001**

Persons entitled: **ARES MANAGEMENT LIMITED**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**PROSKAUER ROSE (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11166448

Charge code: 1116 6448 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2018 and created by BIG BUS TOURS EU LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2018 .

Given at Companies House, Cardiff on 5th March 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

ACCESSION DEED

THIS ACCESSION DEED is made on 23 February 2018

BETWEEN:

- (1) **BIG BUS TOURS EU LIMITED**, a company incorporated under the laws of England and Wales and is a limited liability company and has registered number 11166448 (the "**Acceding Company**");
- (2) **BIG BUS TOURS HOLDINGS 2 LIMITED** (the "**Parent**"); and
- (3) **ARES MANAGEMENT LIMITED** (as Security Agent for the Secured Parties (as defined below)) (the "**Security Agent**").

BACKGROUND:

This Accession Deed is supplemental to a debenture dated 6 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

The 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*), the Acceding Company (jointly and severally with the other Chargors), covenants in the terms set out in clause 2(b) (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), the 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*), 4.5 (*Excluded Property*) 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 (other than any Short Leasehold Property) (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets*) (if any));
- (ii) by way of first fixed charge:
  - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets*) (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 against its name in part 3 of schedule 2 (*Details of Security Assets*)) 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 against its name in part 4 of schedule 2 (*Details of Security Assets*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (*Details of Security Assets*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

The 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) the Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*) except:

- (A) in respect of those Charged Securities (if any) which are stated to be held by a nominee for an Original Chargor, in which case such Original Chargor is the beneficial owner only of such Charged Securities; and
    - (B) in respect of any recently acquired Charged Securities, such legal and beneficial ownership is subject to registration of those shares in the register of shareholders of the entity whose Charged Securities have been so acquired;
  - (ii) the Charged Securities listed in schedule 2 to the Accession Deed (*Details of Security Assets*) constitute the entire share capital owned by the Acceding Company in the relevant company and constitute the entire share capital of each such company; and
  - (iii) schedule 2 (*Details of Security Assets owned by the Acceding Company*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by the Acceding Company at the date of this Deed.
- (e) **Consent**
- Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):
- (i) consents to the accession of the 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 the 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 the 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 the Acceding Company and the Parent 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 the Acceding Company and the Parent.

## SCHEDULE 1 TO THE ACCESSION DEED

### The Acceding Company

Company name	Registered number	Registered office
Big Bus Tours EU Limited	11166448	110 Buckingham Palace Road, London, SW1W 9SA



## SCHEDULE 2 TO THE ACCESSION DEED

### Details of Security Assets owned by the Acceding Company

#### Part 1 - Real Property

Registered land				
Acceding Company	Address	Administrative Area		Title number
None at the date of this Deed				
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
None at the date of this Deed				

#### Part 2 - Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
None at the date of this Deed				

#### Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
None at the date of this Deed			

#### Part 4 - Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
None at the date of this Deed				

#### Part 5 - Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
<i>None at the date of this Deed</i>			

**Part 6 - Insurances**

Acceding Company	Insurer	Policy number
<i>None at the date of this Deed</i>		

**EXECUTION PAGES TO THE ACCESSION DEED**

**THE ACCEDING COMPANY**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **BIG BUS** )  
**TOURS EU LIMITED** acting by: )

Director

Witness signature

Witness name:

Witness address:

*Kate Elsmore*

**Address:** 110 Buckingham Palace Road, London, SW1W 9SA

**Email:** [lizar@bigbustours.com](mailto:lizar@bigbustours.com) / [seanw@bigbustours.com](mailto:seanw@bigbustours.com)

**Attention:** Liza Rees / Sean Wilkins

**THE PARENT**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **BIG BUS** )  
**TOURS HOLDINGS 2 LIMITED** acting by: )

Director

Witness signature

Witness name:

Witness address:

*Kate Elsmore*

**Address:** 110 Buckingham Palace Road, London, SW1W 9SA

**Email:** [lizar@bigbustours.com](mailto:lizar@bigbustours.com) / [seanw@bigbustours.com](mailto:seanw@bigbustours.com)

**Attention:** Liza Rees / Sean Wilkins

**THE SECURITY AGENT**

Kevin Early

Signed by Authorised Signatory for )  
and on behalf of **ARES MANAGEMENT** )  
**LIMITED:** )

Signature

