



Registration of a Charge

Company name: **HOBBLERS HEATH LIMITED**

Company number: **09446438**

Received for Electronic Filing: **16/11/2015**



X4KAM6DC

Details of Charge

Date of creation: **26/10/2015**

Charge code: **0944 6438 0003**

Persons entitled: **DOWNING LLP (AS SECURITY TRUSTEE)**

Brief description: **N/A**

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: **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:

SHOOSMITHS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9446438

Charge code: 0944 6438 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th October 2015 and created by HOBBLERS HEATH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2015 .

Given at Companies House, Cardiff on 17th November 2015

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

16/11/2015 Signed

THIS ACCESSION DEED is made on 26 October 2015.

BETWEEN

- (1) THE COMPANY SPECIFIED IN SCHEDULE 1 ("Acceding Company");
- (2) KIDSPACE ADVENTURES HOLDINGS LIMITED (registered numbered 07792595) ("Company"); and
- (3) DOWNING LLP (as security trustee for the Secured Parties as defined below) an LLP incorporated in England (with LLP number OC341575) whose registered office is 5th Floor, Ergon House, Horseferry Road, London SW1P 2AL (the "Security Trustee").

BACKGROUND

This Accession Deed is supplemental to a composite guarantee and debenture dated 17 January 2012 and made between (1) the Charging Companies and (2) the Security Trustee ("Composite Guarantee and Debenture").

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in, or construed for the purposes of, the Composite Guarantee and 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).

1.2 Construction

Clause 1.2 (*Interpretation*) of the Composite Guarantee and Debenture shall apply 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

- 2.1** By its execution of this Accession Deed, the Acceding Company unconditionally and irrevocably undertakes to and agrees with the Security Trustee to observe and be bound by the Composite Guarantee and Debenture and grants and creates the charges, mortgages, assignments and other security which are stated to be granted or created by the Composite Guarantee and Debenture as if it had been an original party to the Composite Guarantee and Debenture as one of the Charging Companies.

2.2 Consent

Pursuant to Clause 22.7 (*Accession*) of the Composite Guarantee and Debenture, the Company, as agent for itself and the existing Charging Companies, consents to the accession of the Acceding Company to the Composite Guarantee and Debenture on the terms of Clause 2.1 above and agrees that the Composite Guarantee and Debenture shall after the date of this Accession Deed be read and construed as if the Acceding Company had been named in the Composite Guarantee and Debenture as a Charging Company.

3 INTERPRETATION

This Accession Deed shall be read as one with the Composite Guarantee and Debenture, so that all references in the Composite Guarantee and Debenture to "*this Deed*", and similar expressions shall include references to this Accession Deed.

4 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.

5 THIRD PARTY RIGHTS

A person who is not a party of this Accession Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

6 GOVERNING LAW

This Accession Deed is governed by English law.

IN WITNESS of which this Accession Deed has been duly executed by the Acceding Company and the Company as a deed and duly executed by the Security Trustee and has been delivered on the first date specified on page 1 of this Accession Deed by the Acceding Company and the Company.

SCHEDULE 1 (ACCESSION DEED)

The Acceding Company

Company name	Company Number
Hobblers Heath Limited	9446438

SCHEDULE 2 (ACCESSION DEED)

Details of Charged Property

None specified

EXECUTION PAGES OF THE ACCESSION DEED

SIGNED as a DEED by

HOBBLERS HEATH LIMITED

in the presence of:

Director

Signature of witness

Name (in BLOCK
CAPITALS)

ALEKS BOSCH

Address

SHOOSMITHS LLP

Occupation

1st Floor

Witan Gate House

500-600 Witan Gate West

Wilton Keynes MK9 1SH

