



Registration of a Charge

Company name: **Approved Design Consultancy Limited**

Company number: **04001676**



X55UJ4GI

Received for Electronic Filing: **28/04/2016**

Details of Charge

Date of creation: **23/04/2016**

Charge code: **0400 1676 0001**

Persons entitled: **LDC (MANAGERS) LIMITED**

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4001676

Charge code: 0400 1676 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd April 2016 and created by Approved Design Consultancy Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2016 .

Given at Companies House, Cardiff on 29th April 2016

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**

DEED OF ACCESSION TO COMPOSITE GUARANTEE AND DEBENTURE

This Deed of Accession is made on 23 April 2016

Between

- (1) Lakeside Hilton Limited (registered in England with number 07188216);
 - (2) Approved Design Consultancy Limited (registered in England with number 04001676);
 - (3) BBS Building Control Limited (registered in England with number 04161657);
 - (4) Bespoke Builder Services Limited (registered in England with number 04135932)
- (each an **Acceding Obligor** and together the **Acceding Obligors**) and
- (5) LDC (Managers) Limited (**Security Trustee**).

Whereas

- (A) This Deed of Accession is supplemental to a composite guarantee and debenture dated 23 May 2014 between, inter alia, Stroma Group Limited (formerly Aghoco 1208 Limited) and the Security Trustee (**Debenture**).

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed of Accession, terms defined in the Debenture have the same meaning when used in this Deed of Accession.
- (b) In this Deed of Accession, **Subsidiary Shares** means all shares present and future held by the Acceding Obligor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed of Accession.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) and 1.6 (Senior Intercreditor deed) of the Debenture are incorporated in this Deed of Accession as if they were set out in full in this Deed of Accession, but so that references in those clauses to this Deed shall be construed as references to this Deed of Accession.

2 Accession of Acceding Obligors

2.1 Accession

Each Acceding Obligor 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 Obligor covenants with the Security Trustee that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Documents.

2.3 Charging provisions

All security created by an Acceding Obligor 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 in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Obligor in and to the relevant Secured Asset; and
- (d) in favour of the Security Trustee.

2.4 First legal mortgages

The relevant Acceding Obligor charges by way of first legal mortgage:

- (a) the properties described in schedule 1 (Properties) to this Deed of Accession;
- (b) all other interests and estates in freehold, leasehold and commonhold property (other than any Short Leasehold Property),

and, in each case, all Premises and Fixtures on such property for the time being.

2.5 Assignments

- (a) The relevant Acceding Obligor assigns:
 - (i) the Key-man policies described in schedule 3 (Key-man Policies) to this Deed of Accession;
 - (ii) the agreements described in schedule 4 (Relevant Agreements) to this Deed of Accession; and
 - (iii) its Relevant Policies.
- (b) The relevant Acceding Obligor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Event of Default which is continuing, the relevant Acceding Obligor may, subject to the other terms of the Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 First fixed charges

Each Acceding Obligor charges by way of first fixed charge:

- (a) all other interests and estate in any freehold, leasehold (other than any Short Leasehold Property) or commonhold 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 **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 that Acceding Obligor 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 account held by the Acceding Obligor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (i) all its Intellectual Property;
- (j) all its goodwill and uncalled capital;
- (k) 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;
- (l) to the extent that any legal mortgage in clause 2.4 or any assignment in clause 2.5 is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause.

2.7 Floating charge

Each Acceding Obligor 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 of Accession contains a qualifying floating charge and clause 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed of Accession.

3 Consent of existing charging companies

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

4 Security power of attorney

Each Acceding Obligor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which that Acceding Obligor is obliged to take under this Deed of Accession or the Debenture but which that Acceding Obligor has failed to do. The relevant Acceding Obligor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5 Notices

Each Acceding Obligor confirms that its address details for notices in relation to clause 25 of the Debenture are as follows:

Address: Unit 4 Pioneer Way, Castleford, West Yorkshire, WF10 5QU

Facsimile: 0845 621 11 22

Attention: Matthew Ferguson

6 Counterparts

This Deed of Accession 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 of Accession.

7 Governing law

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

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

Schedule 1

Properties

Schedule 2

Subsidiary Shares

Schedule 3

Key-man Policies

Schedule 4

Relevant Agreements

10-6275453-1/336610-2

Executed as a deed by)
Bespoke Builder Services Limited)
 acting by a director in the presence of)

Director

Signature of witness

Name

Address **Bridgewater Place**
 **Water Lane**
 **Leeds LS2 9LQ**

Security Trustee

Executed as a deed)
 by)
 as duly authorised attorney)
 for and on behalf of **LDC (Managers) Limited**)
 in the presence)
 of:)

Witness

Signature

Name

Address

.....

Executed as a deed by)
Bespoke Builder Services Limited)
acting by a director in the presence of) Director

Signature of witness

Name

Address

Security Trustee

Executed as a deed)
by **CHRIS WRIGHT**)
as duly authorised attorney)
for and on behalf of **LDC (Managers) Limited**)
in the presence)
of:)

Witness

Signature

Name **JENNIFER HATTON**

Address