



**Registration of a Charge**

Company Name: **REALCUBE LIMITED**

Company Number: **07736494**



XA4DG4IU

Received for filing in Electronic Format on the: **12/05/2021**

**Details of Charge**

Date of creation: **07/05/2021**

Charge code: **0773 6494 0002**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

**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: **WE 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: **OSBORNE CLARKE LLP**



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

Company number: 7736494

Charge code: 0773 6494 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th May 2021 and created by REALCUBE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th May 2021 .

Given at Companies House, Cardiff on 13th May 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**

Dated this 12 May 2021

Signed 

Osborne Clarke LLP  
One London Wall  
London  
EC2Y 5EB

This Accession Deed is made on

07 May 2021

Between:

(1) **RealCube Limited** (company number: 07736494) whose registered office is at Apollo House, Eboracum Way, Heworth Green, York, North Yorkshire, YO31 7RE (the "**New Chargor**"); and

(2) **Barclays Bank PLC** (the "**Lender**"),

and is supplemental to a Debenture granted by The Property Franchise Group PLC and the other Chargors referred to therein in favour of the Lender on 27 January 2021 (the "**Debenture**").

This Accession Deed witnesses as follows:

## 1 Definitions and interpretation

1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

**"Accession Shares"** means:

- (a) the shares described in Part 3 (*Shares*) of the schedule to this Accession Deed;
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

**"Assigned Contract"** means each contract specified in Part 4 (*Assigned Contracts*) of the schedule to this Accession Deed.

## 2 Confirmation

The New Chargor confirms it has read and understood the content of the Debenture.

## 3 Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

## 4 Security

4.1 Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Lender:

- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of the schedule to this Accession Deed;
- (b) charges by way of first fixed charge:
  - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
  - (ii) all fixed and permanent Plant and Machinery;
  - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
  - (iv) all Accession Shares;
  - (v) all Debts;
  - (vi) all Blocked Accounts;
  - (vii) all Other Accounts;
  - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
  - (ix) all Intellectual Property Rights described in Part 2 (*Intellectual Property Rights*) of the schedule to this Accession Deed;

- (x) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(ix);
  - (xi) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
  - (xii) its goodwill and uncalled capital;
  - (xiii) any Charged Agreements; and
  - (xiv) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds; and
  - (ii) any Assigned Contract.
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).
- 4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

**5 Construction**

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "**this Deed**" in the Debenture shall include reference to this Accession Deed.

**6 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** this Accession Deed is executed on the date appearing at the head of page 1.

**Executed as a Deed by**

**RealCube Limited** acting by **David Raggett**, a director

}



in the presence of:

Director

Witness's signature



Name

AMRITA SANAHIA

Address

TRETHOWANS LLP SOLICITORS  
THE PAVILION  
BOTLEIGH GRANGE BUSINESS PARK  
HEDGE END

Occupation

SOUTHAMPTON SO30 2AF  
TRAINEE SOLICITOR

**The Lender**

**Barclays Bank PLC**

By:

Date:

**Executed** as a Deed by

**RealCube Limited** acting by **David Raggett**, a director

}

in the presence of:

\_\_\_\_\_  
Director

Witness's signature

Name

Address

Occupation

**The Lender**

**Barclays Bank PLC**

By:

DocuSigned by  
[Redacted Signature]

Date: 07 May 2021

## Schedule to Accession Deed

### Part 1

#### Property

Chargor	Address or Description of Property	Title Number (if registered)
None at the date of this deed.		

### Part 2

#### Intellectual Property Rights

Trade marks					
Chargor	Trade number	mark	Jurisdiction	Classes	Trade mark text
None at the date of this deed.					

Patents			
Chargor	Patent number	Jurisdiction	Description
None at the date of this deed.			

Designs			
Chargor	Design number	Jurisdiction	Description
None at the date of this deed.			

### Part 3

#### Shares

Chargor	Issuer of shares	Number and class of shares	Details of nominees (if any) holding legal title to shares
None at the date of this deed.			

**Part 4**  
**Assigned Contracts**

Name of Chargor	Date of contract	Parties to contract	Details of contract
None at the date of this deed.			