



Registration of a Charge

Company Name: **DE LA RUE INTERNATIONAL LIMITED**

Company Number: **00720284**



XCCXLQA9

Received for filing in Electronic Format on the: **27/09/2023**

Details of Charge

Date of creation: **25/09/2023**

Charge code: **0072 0284 0002**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT**

Brief description: **DE LA RUE HOUSE, JAYS CLOSE, BASINGSTOKE, RG22 4BS.**

Contains fixed charge(s).

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: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 720284

Charge code: 0072 0284 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th September 2023 and created by DE LA RUE INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th September 2023 .

Given at Companies House, Cardiff on 2nd October 2023

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 25 SEPTEMBER 2023

THE PERSONS LISTED IN SCHEDULE 1
AS CHARGOR

IN FAVOUR OF

GLAS TRUST CORPORATION LIMITED
AS THE SECURITY AGENT

SUPPLEMENTAL MORTGAGE
RELATING TO AN ORIGINAL SECURITY AGREEMENT
DATED 29 JUNE 2023

THIS SUPPLEMENTAL MORTGAGE is made by way of deed on 25 September 2023 by:

- (1) **THE PERSONS** listed in Schedule 1 (*Chargor*) (the "**Chargor**") in favour of:
- (2) **GLAS TRUST CORPORATION LIMITED** as trustee for each of the Secured Parties (the "**Security Agent**").

WHEREAS:

Pursuant to the Original Security Agreement (as defined below), the Chargor created a fixed legal charge over the Mortgaged Property and, pursuant to Clause 7.2(ii) (*Further assurance*) of the Original Security Agreement, the Chargor is obliged to create this Supplemental Mortgage in favour of the Security Agent over the Mortgaged Property not already the subject of a registrable legal mortgage under the Original Security Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined

In this Supplemental Mortgage:

"Facilities Agreement" means the multicurrency revolving credit facility agreement dated 12 June 2012 between, amongst others, the Original Chargors as obligors, the Security Agent and the Lenders (each as defined therein) (as amended and restated from time to time, including most recently on 29 June 2023).

"Mortgaged Property" means the leasehold property specified in Schedule 2 (*Mortgaged Property*).

"Original Security Agreement" means the English law debenture dated 29 June 2023 granted by, *inter alia*, the Chargor in favour of the Security Agent.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Secured Obligations" means all present and future obligations and liabilities at any time due, owing or incurred by the Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any other Secured Party under the Debt Documents, both actual or contingent and whether originally incurred by that Chargor or by any other person and whether incurred solely or jointly and as principal or surety

or in any other capacity, including any liability in respect of any further advances made under the Debt Documents, but excluding:

- (a) all Excluded Swap Obligations of a Debtor that is not a Qualified ECP Guarantor; and/or
- (b) any other obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law.

"Security Period" means the period beginning on the date of this Supplemental Mortgage and ending on the Final Discharge Date.

1.2 Terms defined in Original Security Agreement

Unless defined in this Supplemental Mortgage, or the context otherwise requires, a term defined in the Original Security Agreement has the same meaning in the Supplemental Mortgage, or in any notice given under or in connection with this Supplemental Mortgage, as if:

- (a) **"Real Property"** as defined in the Original Security Agreement is construed as referring to the Mortgaged Property; and
- (b) all references in those defined terms to the Original Security Agreement were a reference to this Supplemental Mortgage or that notice.

1.3 Application of provisions in Original Security Agreement

Clauses 1.2 (*Terms defined in other Debt Documents*) to 1.9 (*Security Agent assumes no obligation*) (inclusive), 6.7 (*Deposit of title deeds*), 7 (*Further assurance*) and Clauses 13 (*Enforcement of security*) to 26 (*Changes to the Parties*) (inclusive) and Clause 30 (*Jurisdiction*) of the Original Security Agreement are deemed to form part of this Supplemental Mortgage as if expressly incorporated into it and as if all references in those clauses to the Original Security Agreement were references to this Supplemental Mortgage.

1.4 Fixed Security

Clause 4 (*Mortgage*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Supplemental Mortgage and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Supplemental Mortgage or any act or omission by any party) over any one asset shall not affect the nature of any mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not.

1.5 Original Security Agreement

It is agreed that this Supplemental Mortgage is supplemental to the Original Security Agreement and, except insofar as supplemented by this Supplemental Mortgage, the Original Security Agreement shall remain in full force and effect.

1.6 Debt Document

This Supplemental Mortgage is a Debt Document.

2. COVENANT TO PAY

The Chargor covenants with the Security Agent (as trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

3. COMMON PROVISIONS AS TO ALL SECURITY

All the Security constituted by or pursuant to this Supplemental Mortgage is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Supplemental Mortgage and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

4. MORTGAGE

The Chargor charges, by way of first legal mortgage, its Mortgaged Property.

5. IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Mortgage*).
- (b) It shall be implied in respect of Clause 4 (*Mortgage*) that the Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

6. APPLICATION TO HM LAND REGISTRY

The Chargor consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property.

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 29 June 2023 in favour of GLAS Trust Corporation Limited referred to in the charges register or their conveyancer."

7. **NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS**

Except where agreed in writing by the Security Agent or as permitted under the Debt Documents, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Mortgaged Property or dispose of or otherwise deal with any part of the Mortgaged Property.

8. **FURTHER ADVANCES**

Subject to the terms of the Debt Documents to which they are parties, each Primary Creditor is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated in this Supplemental Mortgage as if set out in this Supplemental Mortgage. The Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

9. **EXTENSION OF POWERS**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Mortgage shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Supplemental Mortgage.

10. **GOVERNING LAW**

This Supplemental Mortgage and all non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL MORTGAGE has been executed as, and is intended to take effect as, a deed by the Chargor and has been signed by the Security Agent on the date written on the first page of this Supplemental Mortgage.

**SCHEDULE 1
THE CHARGOR**

Name	Jurisdiction	Company Number
De La Rue International Limited	England and Wales	00720284

SCHEDULE 2
MORTGAGED PROPERTY

Chargor Name	Property Description	Title Number
De La Rue International Limited	De La Rue House, Jays Close, Basingstoke (RG22 4BS) pursuant to lease dated 19 July 2023 between De La Rue Holdings Limited and De La Rue International Limited	Pending registration

EXECUTION PAGE TO SUPPLEMENTAL MORTGAGE

The Chargor

EXECUTED AS A DEED by)
)
DE LA RUE INTERNATIONAL)
LIMITED)
acting by a director)
in the presence of:)

[Redacted Signature]

Signature of director

Jon Messent

Name of director

[Redacted Signature]

Signature of witness

CAROLYN WILLIAMS

Name of witness (in BLOCK CAPITALS)

[Redacted Address]

Address of witness

Security Agent

By: **GLAS TRUST CORPORATION LIMITED (07927175)**

_____ Authorised signatory

in the presence of

_____ Signature of witness

Ryan Stone _____ Name of witness

_____ Address of witness

Banker _____ Occupation of witness

Address: _____

Phone: _____

Attention: **Gilda Cara (Transaction Management Ref: De La Rue TRN000001230)**

Email: _____