



Registration of a Charge

Company name: **HH GLOBAL LIMITED**

Company number: **04680562**

Received for Electronic Filing: **26/09/2017**



X6FSWJWA

Details of Charge

Date of creation: **08/09/2017**

Charge code: **0468 0562 0007**

Persons entitled: **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**

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: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MORGAN LEWIS & BOCKIUS UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4680562

Charge code: 0468 0562 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th September 2017 and created by HH GLOBAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th September 2017 .

Given at Companies House, Cardiff on 28th September 2017

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

DATED 8 SEPTEMBER 2017

HH GLOBAL LIMITED
H H ASSOCIATES (EUROPE) LIMITED
H H ASSOCIATES LIMITED
HH GLOBAL LIMITED
(as New Chargers)

HH GLOBAL GROUP LIMITED
(as Original Chargor)

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
(as Security Trustee)

DEED OF ACCESSION TO DEBENTURE

Certified a true and complete copy of the original

This 26 day of September 2017

Morgan Lewis & Bockius UK LLP
Registered Partnership No.: OC378797
SRA Authorisation No.: 615176

Ref

Morgan Lewis & Bockius UK
LLP

THIS DEED is made on 8 September 2017

BETWEEN:-

- (1) **HH GLOBAL LIMITED**, a limited company incorporated under the laws of England and Wales with registered number 04680562;
- (2) **H H ASSOCIATES (EUROPE) LIMITED**, a limited company incorporated under the laws of England and Wales with registered number 05202748;
- (3) **H H ASSOCIATES LIMITED**, a limited company incorporated under the laws of England and Wales with registered number 02671533;
- (4) **HH GLOBAL CORPORATE SERVICES LIMITED**, a limited company incorporated under the laws of England and Wales with registered number 10709268; and

(Collectively the "**New Chargers**" and each a "**New Charger**")

- (5) **HH GLOBAL GROUP LIMITED**, incorporated and registered in England and Wales with registered number 10884962 as ("**Original Charger**")
- (6) **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA** as Security Trustee and trustee for the Senior Secured Parties (as defined in the Debenture, as defined below) (the "**Security Trustee**").

RECITALS

- (A) The Original Charger has entered into a debenture dated 8 September 2017 (as supplemented and amended by Deeds of Accession, Supplemental Debentures or otherwise from time to time, the "**Debenture**") with The Prudential Insurance Company of America as Security Trustee and trustee for the Senior Secured Parties.
- (B) Each New Charger, at the request of the Original Charger and in consideration of the Senior Secured Parties, making or continuing to make facilities available to one or more of the Chargers or any other member of their Group and after giving due consideration to the terms and conditions of the Finance Documents (including, without limitation, the Debenture) and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Charger under the Debenture.

THIS DEED WITNESSES as follows:-

1. DEFINITIONS

Words and expressions defined in the Debenture shall have the same meanings in this Deed unless they are expressly defined in this Deed. This Deed is a Deed of Accession.

2. CONSTRUCTION

- 2.1 Without prejudice to the operation of any applicable term of the Debenture, the principles of construction set out in clause 1.2 (*Interpretation*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.
- 2.2 Unless a contrary intention appears, any reference in this Deed to:

- 2.2.1 this **Deed** is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time; and
 - 2.2.2 the **New Chargor** and the **Security Trustee** includes any one or more of its assigns, transferees and successors in title (in the case of the New Chargor, so far as any such is permitted).
- 2.3 The provisions of clause 1.4 (*Supplemental Debenture*), clause 1.5 (*Deeds of Accession*), clause 14 (*Enforcement of Security*), clause 21.6 (*Partial Invalidity*), clause 21.4 (*Remedies and waivers*), clause 34 (*Counterparts*) and clause 36 (*Jurisdiction*) of the Debenture shall be incorporated into this Deed as if set out in full in this Deed and references in those clause to "this Debenture" are references to this Deed.
3. **ACCESSION**
- Each New Chargor agrees:
- 3.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if each New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
 - 3.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
4. **SECURITY**
- Each New Chargor mortgages, charges and assigns to the Security Trustee, as agent and trustee for the Senior Secured Parties, all its business, undertaking and assets on the terms of clause 3 of the Debenture, provided that:
- 4.1 the Real Property charged by way of legal mortgage shall be the Real Property referred to in Schedule 1 (*Details of Real Property*);
 - 4.2 the Shares charged by way of first fixed charge shall include the Shares referred to in Schedule 2 (*Details of shares*);
 - 4.3 the Intellectual Property charged by way of first fixed charge shall include the Intellectual Property referred to in Schedule 3 (*Details of Intellectual Property*);
 - 4.4 the Accounts (including the Blocked Accounts) charged by way of first fixed charge and the Blocked Accounts charged by way of first fixed charge, shall include the Accounts and the Blocked Accounts referred to in Schedule 4 (*Details of Accounts and Blocked Accounts*);
 - 4.5 the Specific Contracts charged by way of first fixed charge shall include the Specific Contracts referred to in Schedule 5 (*Details of Specific Contracts*); and
 - 4.6 the Insurance Policies charged by way of first fixed charge of the Debenture, shall include the Insurance Policies referred to in Schedule 6 (*Details of Insurance Policies*).

5. SECURITY TO BE INCLUDED IN DEBENTURE

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each New Chargor charged to the Security Trustee pursuant to this Deed shall form part of the Charged Assets and references in the Debenture to the security created by or pursuant to the Debenture shall be deemed to include the security created by or pursuant to this Deed.

6. CONTINUATION OF THE DEBENTURE

6.1 Subject to the amendments contained in this Deed, the provisions of the Debenture shall remain in full force and effect.

6.2 References in the Debenture to "this Debenture", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Deed.

6.3 This Deed is supplemental to the Debenture. On and from the date of this Deed:

6.3.1 this Deed and the Debenture shall be read and construed as one document and in particular the Charged Assets shall include the Real Property referred to in the Schedule to this Deed; and

6.3.2 each New Chargor acknowledges that references to the Debenture in the Finance Documents are references to the Debenture as amended by this Deed.

6.4 Each New Chargor confirms:

6.4.1 its knowledge and acceptance of this Deed;

6.4.2 that the Debenture as supplemented by this Deed will continue to secure all liabilities which are expressed to be secured by it.

7. DESIGNATION

This Deed is a Finance Document.

8. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

**[SCHEDULE 1
Details of Real Property**

NONE

**SCHEDULE 2
Details of Shares**

New Chargor	Issuer of Shares	Number of Shares
HH Global Limited	H H Associates Ltd	40,003 Ordinary shares of £1 each
HH Global Limited	HH Global Corporate Services Ltd	100 Ordinary Shares of £1 each
HH Global Limited	H H Associates Europe Limited	1 ordinary Share of £1

**SCHEDULE 3
Details of Intellectual Property**

NONE

**SCHEDULE 4
Details of Accounts and Blocked Accounts**

NONE

**SCHEDULE 5
Details of Specific Contracts**

NONE

SCHEDULE 6
Details of Insurance Policies

Type of Policy	Policy Number	Insurer	Renewal Date of Policy	Extent/Level
Global Master-Package Combined	35864809 Note: separate "per territory/subsidiary" policies issued underneath Master policy by same insurer. Interests as to be noted to be endorsed onto master policy.	Chubb Insurance Company of Europe SE	31/10/17	Assets/Computers/Premises Contents Business Interruption Employers Liability £10m limit per claim Public and Products Liability - £10m limit (per claim/in aggregate for Products claims)
Excess Public & Products Liability	24572468	AIG Europe Ltd	31/10/17	£10m in excess of £10m (as above for claim limits)
Professional Indemnity	3763806116PI	AXIS Specialty Europe SE	31/10/17	£10m (per claim/aggregate limit for USA claims)
Excess Professional Indemnity	B1252F10901516	Market Syndicate 3000 at Lloyd's	31/10/17	£10m in excess of £10m (as above)
Personal Accident & Travel	0015866861	AIG Europe Ltd	31/10/17	24 Hour Accident Insurance for defined persons/business travel insurance
Crime	B1252F11002216	XL Insurance Company SE	31/10/17	£2m per claim
Special Contingency	GB00059709SF16A	XL Insurance Company SE	31/10/17	Confidential

SIGNATURE PAGE TO DEED OF ACCESSION

The New Chargers

EXECUTED as a Deed (but not delivered until dated) by **III GLOBAL LIMITED** acting by a director in the presence of:-

)
) 
)
)

Director

Signature of witness:



Name of witness:

KULAS SATHISHA

Address:

ONE LONDON WALL

Occupation:

SOLICITOR

EXECUTED as a Deed (but not delivered until dated) by **H H ASSOCIATES (EUROPE) LIMITED** acting by a director in the presence of:-



Signature of witness:



Name of witness:

KULAS SATHISHA

Address:


ONE LONDON WALL

Occupation:

SOLICITOR

EXECUTED as a Deed (but not delivered until dated) by **H H ASSOCIATES LIMITED** acting by a director in the presence of:-




KULAS SATHISHA
ONE LONDON WALL
SOLICITOR

Signature of witness:

Name of witness:

Address:

Occupation:

EXECUTED as a Deed (but not delivered until dated) by **HH GLOBAL CORPORATE SERVICES LIMITED** acting by a director in the presence of:-

E. Parsons

Signature of witness:

h. llh

Name of witness:

KULRAS BADHESHA

Address:

ONE LONDON WALL

Occupation:

SOLICITOR

The Original Chargor

EXECUTED as a Deed (but not delivered until dated) by **HH GLOBAL GROUP LIMITED** acting by a director in the presence of:-

E. Parsons

Signature of witness:

h. llh

Name of witness:

KULRAS BADHESHA

Address:

ONE LONDON WALL

Occupation:

SOLICITOR

The Senior Security Trustee

Executed as a Deed by THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By Jason Boc, a Vice President

)
)
)
)
)
)
)

By:


Vice President

In the presence of Kim Maranda
(Signature of witness)

Name: Kim Maranda

Address: Suite 5600, 180 N. Stetson Ave., Chicago, IL 60601