



Registration of a Charge

Company Name: **HYVE EVENTS SOUTH AFRICA HOLDCO LIMITED**

Company Number: **09374049**



Received for filing in Electronic Format on the: **25/10/2023**

XCEVPPGQ

Details of Charge

Date of creation: **20/10/2023**

Charge code: **0937 4049 0005**

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

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 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: **DAVIS POLK & WARDWELL LONDON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9374049

Charge code: 0937 4049 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th October 2023 and created by HYVE EVENTS SOUTH AFRICA HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2023 .

Given at Companies House, Cardiff on 30th 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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED (this Deed) is made on 20 October 2023

BETWEEN:

- (1) **HERON UK FINCO LIMITED**, a company incorporated in England and Wales with registered number 14715580 (the Parent);
- (2) **HYVE GROUP LIMITED**, a company incorporated in England and Wales with registered number 01927339;
- (3) **HYVE UK EVENTS LIMITED**, a company incorporated in England and Wales with registered number 07925964;
- (4) **HYVE EVENTS S.A. LIMITED**, a company incorporated in England and Wales with registered number 11894611;
- (5) **HYVE EVENTS SOUTH AFRICA HOLDCO LIMITED**, a company incorporated in England and Wales with registered number 09374049;
- (6) **HYVE OVERSEAS LIMITED**, a company incorporated in England and Wales with registered number 02926434;
- (7) **HYVE EVENTS SERVICES LIMITED**, a company incorporated in England and Wales with registered number 03942985;
- (8) **HYVE (US) EXHIBITIONS LIMITED**, a company incorporated in England and Wales with registered number 07841956;
- (9) **HYVE (EUROPE) EXHIBITIONS LIMITED**, a company incorporated in England and Wales with registered number 07843009 (together with Hyve Group Limited, Hyve UK Events Limited, Hyve Events S.A. Limited, Hyve Events South Africa Holdco Limited, Hyve Overseas Limited, Hyve Events Services Limited and Hyve (US) Exhibitions Limited the **Additional Chargors**); and
- (10) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the **Security Agent**).

RECITAL:

This deed is supplemental to a debenture dated 5 May 2023 between, amongst others, the Parent as an original chargor and the Security Agent (the **Debenture**).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall, unless the context otherwise requires or unless otherwise re-defined in this Deed, have the same meaning when used in this Deed.

1.2 Construction

Clauses 1.2 (Construction) to 1.9 (Permitted transactions and releases) of the Debenture (inclusive) will be deemed to be set out in full in this Deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this Deed.

2. ACCESSION OF ADDITIONAL CHARGOR

2.1 Accession

Each Additional Chargor 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 as a Chargor.

2.2 Covenant to pay

Each Additional Chargor as primary obligor covenants with the Security Agent (for the benefit of the Security Agent and the other Secured Parties) that it will on demand pay or discharge its Secured Obligations when they fall due in the manner provided for in the Finance Documents.

2.3 Specific security

Subject to clause 1.6 (Excluded Assets) of the Debenture, each Additional Chargor, as continuing security for the payment of its Secured Obligations, charges in favour of the Security Agent the following assets, both present and future, from time to time owned by it or in which it has an interest, by way of first fixed charge:

- (i) all its Shares (including but not limited to the shares, if any, specified in Schedule 1 (Shares)) and all corresponding Related Rights;
- (ii) all its Intra-Group Receivables and all rights and claims against third parties and against any security in respect of those Intra-Group Receivables; and
- (iii) all monies standing to the credit of its Accounts (including but not limited to the bank accounts, if any, specified in Schedule 2 (Bank Accounts)) and all of its rights, title and interest in relation to those accounts.

2.4 Floating charge

- (a) Subject to clause 1.6 (Excluded Assets) of the Debenture, as further security for the payment of the Secured Obligations, each Additional Chargor charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of a floating charge all its present and future assets, undertakings and rights.
- (b) Without prejudice to clause 1.6 (Excluded Assets) of the Debenture, paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to paragraph (a) above.

2.5 Implied covenants for title

The Security created under this Debenture is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (other than as permitted under the Finance Documents).

3. NEGATIVE PLEDGE

No Additional Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property, or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted under or not prohibited by the Finance Documents or otherwise with the prior consent of the Security Agent (acting on the instructions of the Instructing Group).

4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this Deed.
- (b) The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

5. DESIGNATION AS A FINANCE DOCUMENT

This Deed is designated as a Finance Document.

6. FAILURE TO EXECUTE

Failure by one or more parties ("Non-Signatories") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

7. GOVERNING LAW

- (a) This Deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this Deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any of the Additional Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this Deed has been signed on behalf of the Parent and the Security Agent and executed as a deed by the Additional Chargors and is delivered on the date first above written.

SCHEDULE 1

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares	Percentage of shares held by Chargor if the relevant Obligor is not wholly owned
Hyve Group Limited	Hyve Holdings Limited	4,277 ordinary shares of £0.10 each	N/A
Hyve Events South Africa Holdco Limited	Hyve Events S.A. Limited	100 ordinary shares of £1.00 each	N/A

SCHEDULE 2

BANK ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code	Currency
Hyve Group Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve Group Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve Group Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve Group Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve Group Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	EUR
Hyve Group Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	USD
Hyve UK Events Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	EUR
Hyve UK Events Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	EUR
Hyve UK Events Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code	Currency
Hyve UK Events Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve UK Events Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve UK Events Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	USD
Hyve UK Events Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	USD
Hyve Events S.A. Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve Events S.A. Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	EUR
Hyve Events S.A. Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	USD
Hyve Events S.A. Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	ZAR
Hyve Events South Africa Holdco Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve Events South Africa Holdco Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	ZAR

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code	Currency
Hyve Events South Africa Holdco Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	USD
Hyve Overseas Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve Overseas Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	EUR
Hyve Overseas Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	USD
Hyve Events Services Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve (US) Exhibitions Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	GBP
Hyve (US) Exhibitions Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	USD
Hyve (Europe) Exhibitions Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ	██████████	██████████	EUR

SIGNATORIES

THE ADDITIONAL CHARGORS

EXECUTED as a **DEED** by

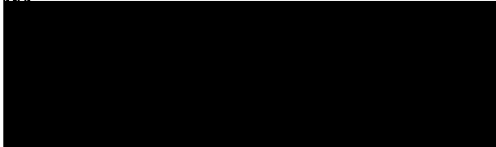
HYVE GROUP LIMITED



acting by

Name: Alexander Mischenin

Title: Director



Witness:

Name: DAVID RITCHIE

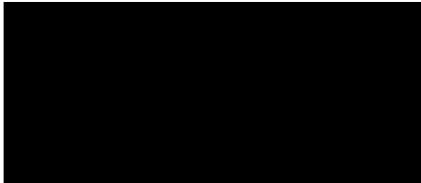
Address:



Occupation: TAX ADVISER.

EXECUTED as a **DEED** by

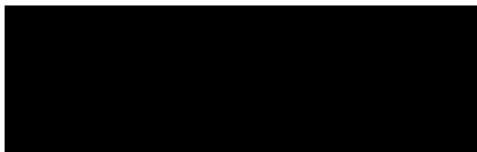
HYVE UK EVENTS LIMITED



acting by

Name: JAMES WARDOR

Title: Director



Witness:

Name: LAUREN WOLF

Address:



Occupation: EXECUTIVE ASSISTANT

EXECUTED as a **DEED** by

HYVE EVENTS S.A. LIMITED



acting by

Name: JAMES WALSH

Title: Director

Witness:



Name: LAUREN COFF

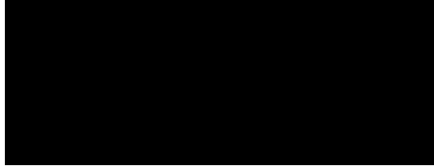
Address:



Occupation: EXECUTIVE ASSISTANT

EXECUTED as a **DEED** by

HYVE EVENTS SOUTH AFRICA HOLDCO LIMITED



acting by

Name: JAMES WALSH

Title: Director

Witness:



Name: LAUREN COFF

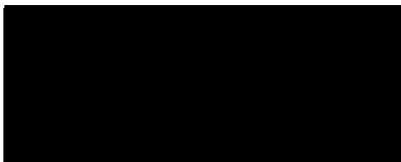
Address:



Occupation: EXECUTIVE ASSISTANT

EXECUTED as a **DEED** by

HYVE OVERSEAS LIMITED



acting by

Name: JAMES WALSH

Title: Director

Witness:



Name: LAUREN COPE

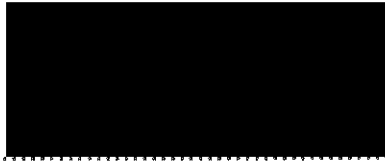
Address:



Occupation: EXECUTIVE ASSISTANT

EXECUTED as a **DEED** by

HYVE EVENTS SERVICES LIMITED

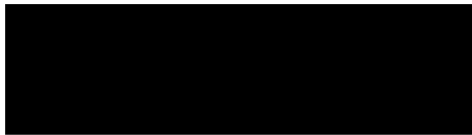


acting by

Name: JAMES WILSON

Title: Director

Witness:



Name: LAUREN COFF

Address:



Occupation: EXECUTIVE ASSISTANT

EXECUTED as a **DEED** by

HYVE (US) EXHIBITIONS LIMITED

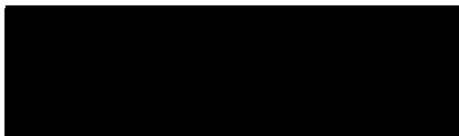


acting by

Name: JAMES WALSH

Title: Director

Witness:



Name: LAUREN COPP

Address:



Occupation: EXECUTIVE ASSISTANT

EXECUTED as a **DEED** by

HYVE (EUROPE) EXHIBITIONS LIMITED

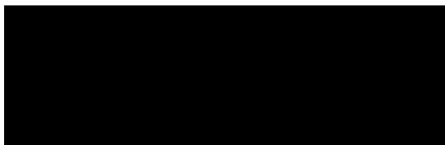


acting by

Name: TAMES WALSON

Title: Director

Witness:



Name: LAUREN COFF

Address:



Occupation: EXECUTIVE ASSISTANT

THE PARENT

For and on behalf of

HERON UK FINCO LIMITED



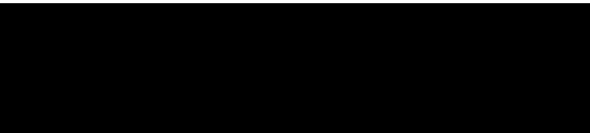
Name: Alexander Mishenin

Title: Director

THE SECURITY AGENT

For and on behalf of

GLAS TRUST CORPORATION LIMITED



Name: Sarah Oldfield

Title: Senior Transaction Manager