



**Registration of a Charge**

Company name: **HEBE BIDCO LTD**

Company number: **11771943**



X7YTREKJ

Received for Electronic Filing: **07/02/2019**

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**Details of Charge**

Date of creation: **01/02/2019**

Charge code: **1177 1943 0002**

Persons entitled: **SANTANDER UK PLC (AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)).**

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.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**DANISTER DE SILVA, SOLICITOR, DLA PIPER UK LLP, LONDON**



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

Company number: 11771943

Charge code: 1177 1943 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2019 and created by HEBE BIDCO LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2019 .

Given at Companies House, Cardiff on 8th February 2019

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

## ACCESSION DEED TO THE ORIGINAL DEBENTURE

THIS ACCESSION DEED is made on

1 February 2019

### BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) SKN HOLDINGS LIMITED (the "Parent"); and
- (3) SANTANDER UK PLC (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

### BACKGROUND

This Accession Deed is supplemental to a debenture dated 2 August 2013 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture").

### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

##### 1.2 Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

#### 2. ACCESSION OF THE ACCEDING COMPANY

##### 2.1 Accession

Each Acceding Company:

- (a) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (b) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

##### 2.2 Covenant to pay

Without prejudice to the generality of clause 2.1 (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.



DLA PIPER

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE, COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DPDS/BMS/324753/54/UKM/94083692.4

DATE

1

SIGNED

Danister de Silva

DLA PIPER UK LLP

06/02/2019

### 2.3 Charge and assignment

Without prejudice to the generality of clause 2.1 (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (a) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (b) by way of first fixed charge:
  - (i) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
  - (ii) all Related Rights from time to time accruing to them;
- (c) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) and all monies at any time standing to the credit of such accounts;
- (d) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (e) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (f) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

### 2.4 Representations

Each Acceding Company makes the representations and warranties required pursuant to clause 10.5(a)(iii) to the Debenture as well as those set out in this clause 2.4:

- (a) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (b) in relation to the Real Property, part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed.

## **2.5 Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (a) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (b) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

## **3. CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

## **4. THIRD PARTY RIGHTS**

A person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

## **5. NOTICE DETAILS**

Notice details for each Acceding Company are those identified with its name below.

## **6. COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

## **7. 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** of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed.

### SCHEDULE 1: THE ACCEDING COMPANIES

Company name	Registered number	Registered office
Hebe Midco Ltd	11771829	39 Sloane Street, London SW1X 9LP, UK
Hebe Bidco Ltd	11771943	39 Sloane Street, London SW1X 9LP, UK

**SCHEDULE 2: DETAILS OF SECURITY ASSETS OWNED BY THE ACCEDING COMPANIES**

**Part 1: Real Property**

None at the date hereof.

**Part 2: Charged Securities**

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Hebe Midco Ltd	Hebe Bidco Ltd	Ordinary	21,000,000	21,000,000 Ordinary Shares
Hebe Bidco Ltd	SKN Holdings Limited	Ordinary	24,822,491	24,822,491 Ordinary Shares

**Part 3: Charged Accounts**

None at the date hereof.

**Part 4: Intellectual Property**

None at the date hereof.

**Part 5: Relevant Contracts**

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
Hebe Bidco Ltd	31 January 2019	(1) Hebe Bidco Ltd as buyer  (2) The parties listed in schedule 1 thereto as sellers  (3) SKN Holdings Limited as target	Hebe Bidco Ltd
Hebe Bidco Ltd	31 January 2019	(1) Aquinex Limited as insurer  (2) Hebe Bidco Ltd as insured	Hebe Bidco Ltd



**Part 6: Insurances**

None at the date hereof.

**EXECUTION PAGES OF THE ACCESSION DEED**

**THE ACCEDING COMPANIES**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **HEBE MIDCO** )  
**LTD** acting by: )

Director

*Joseph-Patrick Dib*

Witness signature

Witness name:

*T. NICKOLS*

Witness address:

*Antemaster House, 65 St  
Paul's Churchyard,  
London EC4M 8AB*

**Address:** 39 Sloane Street  
London  
SW1X 9LP

**Attention:** Joseph-Patrick Dib

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **HEBE BIDCO** )  
**LTD** acting by: )

Director

*Joseph-Patrick Dib*

Witness signature

Witness name:

*T. NICKOLS*

Witness address:

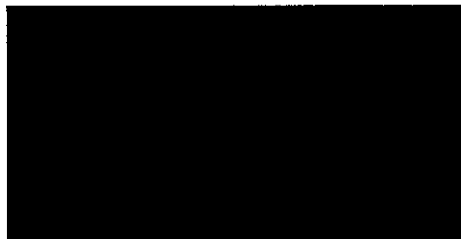
*Antemaster House, 65 St  
Paul's Churchyard, London  
EC4M 8AB*

**Address:** 39 Sloane Street  
London  
SW1X 9LP

**Attention:** Joseph-Patrick Dib

**THE PARENT**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by SKN )  
**HOLDINGS LIMITED** acting by: )



Director

SIMON HOPE

Witness signature



Witness name:

T. NICKOLS

Witness address:

Paternoster House, 65 St.  
Paul's Churchyard, London  
EC4M 8AP

**Address:** 39 Sloane Street  
London  
SW1X 9LP

**Attention:** SIMON HOPE

**THE SECURITY AGENT**

Signed by \_\_\_\_\_ for )  
and on behalf of **SANTANDER UK PLC:** )  
)

Signature \_\_\_\_\_

**Address:** 12 Park Square West  
London NW1 4LT

**Attention:** Neil Patel

**THE PARENT**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by SKN )  
**HOLDINGS LIMITED** acting by: )

Director

Witness signature

Witness name:

Witness address:

**Address:** 39 Sloane Street  
London  
SW1X 9LP

**Attention:**

**THE SECURITY AGENT**

Signed by NEIL PATEL for )  
and on behalf of **SANTANDER UK PLC:** )  
)

Signature

**Address:** 12 Park Square West  
London NW1 9LT

**Attention:** Neil Patel

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*[Signature Page - Accession Deed to the Original Debenture]*