



Registration of a Charge

Company name: **HARGREAVES LAND HOLDINGS LIMITED**

Company number: **11820611**



X9ANFJZ5

Received for Electronic Filing: **03/08/2020**

Details of Charge

Date of creation: **27/07/2020**

Charge code: **1182 0611 0001**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME**

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:

DAVID PARRY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11820611

Charge code: 1182 0611 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2020 and created by HARGREAVES LAND HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2020 .

Given at Companies House, Cardiff on 4th August 2020

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

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006
 EVERSHEDS SUTHERLAND
 (INTERNATIONAL) LLP
 Date: 30 July 2020
 EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

EXECUTION VERSION

This Deed is made on 27 July 2020

between:

- (1) Hargreaves Land Holdings Limited, a company incorporated in England and Wales with company number 11820611, (the "**New Chargor**");
- (2) Hargreaves Services Plc, a company incorporated in England and Wales with company number 04952865, for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "**First Chargor**");
- (3) HSBC Corporate Trustee Company (UK) Limited, in its capacity as trustee for the Secured Parties (the "**Security Agent**"); and
- (4) HSBC Bank plc, in its capacity as agent under the Facilities Agreement (the "**Agent**").

1. INTERPRETATION

- 1.1 In this Deed, the "**Debenture**" means a debenture dated 31 July 2018 made between, amongst others, the First Chargor, each of the other Chargors and the Security Agent as amended, novated, supplemented, extended, or restated, from time to time.
- 1.2 Unless a contrary indication appears:
 - 1.2.1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and
 - 1.2.2 the principles of construction set out or referred to in clause 1.3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed.

2. REPRESENTATIONS

The New Chargor warrants and represents to the Security Agent that:

- 2.1 it is a wholly owned Subsidiary of the First Chargor; and
- 2.2 it has given due consideration to the terms and conditions of the Debt Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the New Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business.

3. AGREEMENT TO ACCEDE

The New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "**Effective Date**").

4. EFFECT OF ACCESSION

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date).

5. SECURITY

5.1 Security over all assets

- 5.1.1 The New Chargor grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in clause 3 (*Security*) of the Debenture.

5.1.2 The New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

5.2 **Specific security** – Without limiting the generality of Clause 5.1 (*Security over all assets*) or of the Debenture, the New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Security Agent:

5.2.1 by way of first fixed charge, all the Shares listed in the Schedule (*Shares*) to this Deed; and

5.2.2 by way of first fixed charge, all the Distribution Rights accruing to or on the Shares listed in the Schedule (*Shares*) to this Deed.

6. **AGREEMENT AND CONSENT BY CHARGORS**

The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed.

7. **CONSTRUCTION**

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Debenture and this Deed shall be read as one and so that references in the Debenture to **"this Deed"**, and similar phrases shall be deemed to include this Deed.

8. **THIS DEED**

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

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

8.3 The New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to the New Chargor and the First Chargor or any other member of the Group on the terms agreed in the Debt Documents.

8.4 The Agent and the First Chargor designate this Deed as a Finance Document.

8.5 This Deed and every counterpart is the property of the Security Agent.

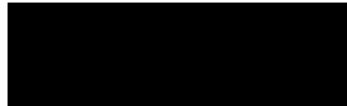
This Deed is made and delivered as a deed on the date stated above.

Hargreaves Land Holdings Limited

EXECUTED AS A DEED

By: **Hargreaves Land Holdings Limited**

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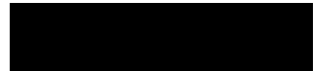
Signature of Director

Name of Director

GORDON BANHAM

in the presence of

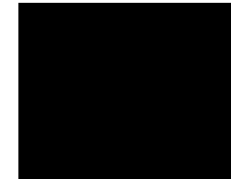
Signature of witness



Name of witness

GAYLE MULVANEY

Address of witness



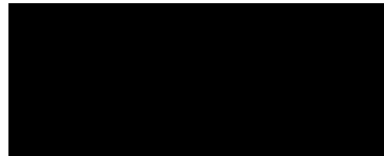
Occupation of witness

TREASURER

The Parent

Hargreaves Services plc

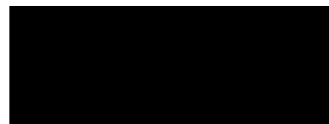
By:



The Security Agent

**HSBC Corporate Trustee Company (UK)
Limited**

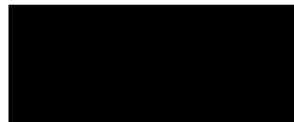
By:



The Agent

HSBC Bank plc

By:



SCHEDULE**Shares**

	Name of owning Chargor	Name of Subsidiary or other company	Company Number	Number and Class of Shares (and where held by nominees, names of nominees)
1.	Hargreaves Land Holdings Limited	Drakelands Holdings Limited	11855078	1 ordinary share of £1.00 each
2.	Hargreaves Land Holdings Limited	Hargreaves Regeneration Limited	11914130	1 ordinary share of £1.00 each
3.	Hargreaves Land Holdings Limited	Hargreaves Maltby Limited	08258952	1 ordinary share of £1.00 each
4.	Hargreaves Land Holdings Limited	Hargreaves Property Ventures Limited	10953526	1 ordinary share of £1.00 each
5.	Hargreaves Land Holdings Limited	Hargreaves Services (Castlebridge) Limited	08587078	1 ordinary share of £1.00 each
6.	Hargreaves Land Holdings Limited	Hargreaves Services Wind Farm (Chalmerston) Limited	08587161	1 ordinary share of £1.00 each
7.	Hargreaves Land Holdings Limited	Hargreaves Services (Blindwells) Limited	08587087	1 ordinary share of £1.00 each
8.	Hargreaves Land Holdings Limited	Hargreaves Services Wind Farm (Glentagart) Limited	08587425	1 ordinary share of £1.00 each
9.	Hargreaves Land Holdings Limited	Hargreaves Land Limited	07813088	1 ordinary share of £1.00 each
10.	Hargreaves Land Holdings Limited	Hargreaves Services Wind Farm (Broken Cross) Limited	08587440	1 ordinary share of £1.00 each

	Name of owning Chargor	Name of Subsidiary or other company	Company Number	Number and Class of Shares (and where held by nominees, names of nominees)
11.	Hargreaves Land Holdings Limited	Hargreaves Services (Westfield) Limited	08587036	1 ordinary share of £1.00 each
12.	Hargreaves Land Holdings Limited	Hargreaves Services Wind Farm (House of Water) Limited	08587138	1 ordinary share of £1.00 each
13.	Hargreaves Land Holdings Limited	Hargreaves Services Wind Farm (Damside) Limited	08587468	1 ordinary share of £1.00 each
14.	Hargreaves Land Holdings Limited	Hargreaves Services Forestry Limited	08587102	1 ordinary share of £1.00 each
15.	Hargreaves Land Holdings Limited	Renaissance Land Regeneration Limited	05019301	150,000 ordinary shares of £1.00 each