



**Registration of a Charge**

Company name: **HHGL LIMITED**

Company number: **00533033**

Received for Electronic Filing: **01/04/2019**



X82G2AP5

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**Details of Charge**

Date of creation: **28/03/2019**

Charge code: **0053 3033 0076**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description:

**Contains fixed charge(s).**

**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: **NORTON ROSE FULBRIGHT LLP**



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

Company number: 533033

Charge code: 0053 3033 0076

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2019 and created by HHGL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2019 .

Given at Companies House, Cardiff on 2nd April 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**

CONFIDENTIAL

Execution Version

Dated 28 March 2019

HHGL Limited  
(as Chargor)

and

Wells Fargo Capital Finance (UK) Limited  
(as Security Trustee)

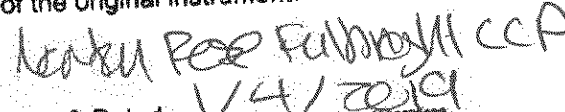
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## Supplemental Debenture

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 **NORTON ROSE FULBRIGHT**

I certify that, save for material  
redacted pursuant to s.859G  
of the Companies Act 2006,  
this copy instrument is a correct copy  
of the original instrument.

  
Sign & Dated 1/4/2019

## Contents

Clause	Page
1 Definitions and Interpretation.....	2
2 Covenant to pay.....	3
3 Creation of Security.....	3
4 Nature of Security Created.....	4
5 Restrictions.....	4
6 Representations and Warranties.....	4
7 Undertakings.....	5
8 When Security becomes enforceable.....	5
9 Incorporation of Debenture provisions.....	5
10 Release.....	5
11 Governing Law and Jurisdiction.....	6
Schedule 1 Blocked Accounts.....	7

## Supplemental Debenture

Dated 28 March 2019

Between

- (1) HHGL Limited registered in England with number 00533033 (the **Chargor**);
- (2) Wells Fargo Capital Finance (UK) Limited, registered in England with number 2656007, as agent and trustee for the Secured Parties (the **Security Trustee**).

### Recitals

- (A) The Chargor entered into a debenture dated 9 November 2018 in favour of the Security Trustee (the **Debenture**) to secure the repayment and satisfaction of the Secured Liabilities.
- (B) The Chargor enters into this Supplemental Debenture to further secure the repayment and satisfaction of the Secured Liabilities.
- (C) The Chargor and the Security Trustee intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

## 1 Definitions and Interpretation

### 1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this Supplemental Debenture unless the context requires otherwise, in addition, in this Deed:

**Act** means the Law of Property Act 1925.

**Blocked Accounts** means the bank accounts of the Chargor specified in Schedule 1 (*Blocked Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargor as the Security Trustee may designate or approve.

**Book Debts** means (other than in respect of any Ulster Receivables, Non-Vesting Debts, Purchased Receivables or any utilisation of the facility provided pursuant to the Shareholder Loan Agreement):

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

**Non-Vesting Debts** means any Receivables (other than the Ulster Receivables) which are

required or purported to be Purchased Receivables pursuant to the Facility Agreement but which do not, for any reason, vest absolutely and effectively in the Agent (as trustee for the Lenders) from time to time.

**Secured Liabilities** means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Secured Parties under the Finance Documents except for any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006 (or its equivalent in any other jurisdiction).

**Security Assets** means all assets of the Chargor the subject of any security created by this Deed.

**Security Period** means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally satisfied in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the facilities provided under the Facility Agreement in relation to any Obligor.

**Ulster Receivables** means any Receivables owing from account debtors to the Chargor in respect of sales from stores located in Bangor, Londonderry, Omagh, Belfast, Galwally, Craigavon, Newtownabbey, Antrim, Cookstown.

## **1.2 Construction**

The provisions of clause 1.2 of the Debenture shall apply in this Supplemental Debenture unless this Supplemental Debenture provides otherwise.

## **2 Covenant to pay**

The Chargor covenants with the Security Trustee as trustee for the Secured Parties that it will on demand pay and discharge the Secured Liabilities when due.

## **3 Creation of Security**

### **3.1 Book Debts**

The Chargor charges by way of fixed charge:

- (a) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and
- (b) the benefit of all rights, Security Interests and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

### **3.2 Non-Vesting Debts**

The Chargor charges by way of fixed charge:

- (a) its Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor; and
- (b) the benefit of all rights, Security Interests and guarantees of whatsoever nature enjoyed

or held by it in relation to anything referred to in paragraph (a) above.

### **3.3 Blocked Accounts**

The Chargor charges by way of fixed charge all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of the Blocked Accounts and the debts represented by them.

## **4 Nature of Security Created**

The Security Interests created under this Deed are created:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as agent and trustee for the Secured Parties;
- (d) with full title guarantee; and
- (e) are separate and distinct from (and shall not merge with) the Security Interests created under the Debenture.

## **5 Restrictions**

The Chargor shall not:

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by this Deed or the Debenture; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal as permitted under the Facility Agreement or with the consent of the Security Trustee.

## **6 Representations and Warranties**

### **6.1 Making of representations**

The Chargor makes the representations and warranties set out in this Clause 6 to the Security Trustee and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargor throughout the Security Period on those dates on which the representations and warranties are to be repeated in accordance with clause 20.21 (*Repetition*) of the Facility Agreement with reference to the facts and circumstances then existing.

### **6.2 Capacity**

The Chargor has the capacity, power and authority to enter into this Deed and the obligations assumed by it are its legal, valid, binding and enforceable obligations subject to laws affecting creditors' rights generally.

### **6.3 Title**

The Chargor is the sole legal and beneficial owner of the Security Assets free of any Security Interest or third party interest of any kind (other than pursuant to or as permitted by the Finance Documents).

### **6.4 Security**

This Deed creates the various forms of security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor, or otherwise.

## **7 Undertakings**

### **7.1 Duration**

The undertakings in this clause 7 shall remain in force throughout the Security Period and are given by the Chargor to the Security Trustee and the Secured Parties.

### **7.2 Book debts and receipts**

The Chargor shall collect and realise its Book Debts and other monies and receipts and, save to the extent that the Security Trustee otherwise agrees in writing:

- (a) pay the proceeds of any Book Debts into a Blocked Account;
- (b) pay the proceeds of any Non-Vesting Debts into a Blocked Account; and
- (c) pending such payment into a Blocked Account, hold the proceeds thus realised upon trust for the Security Trustee.

## **8 When Security becomes enforceable**

The Security Interests created by the Chargor under this Deed shall become enforceable:

- (a) on the occurrence of an Event of Default which is continuing; or
- (b) if the Chargor so requests.

## **9 Incorporation of Debenture provisions**

The provisions of clauses 10.2 (*Powers on enforcement*) to 13 (*Protection of the Secured Parties and Receivers*) (inclusive), 14.2 (*Further action*) to 14.4 (*Law of Property (Miscellaneous Provisions) Act 1994*) (inclusive), 15 (*Power of Attorney*) to 17 (*Notices*) (inclusive), 18.1 (*Tacking*) to 18.4 (*Rights and Remedies*) (inclusive) shall apply to this Deed as if they are set out in full and subject to any necessary consequential amendments.

## **10 Release**

### **10.1 Expiry of Security Period**

- (a) Upon the expiry of the Security Period or upon the disposal of an asset as permitted under the Facility Agreement (but not otherwise), the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release the relevant Security Assets from the security constituted by this Deed and/or reassign the



benefit of the Security Assets to the Chargor.

(b) Section 93 of the Act shall not apply to this Deed.

## **10.2 Other Accounts**

At any time before the Security Interests created by this Deed shall have become enforceable, in the absence of any directions from the Security Trustee to the contrary, any amounts permitted by the terms of the Finance Documents to be paid into an Other Account shall upon payment into such account stand released from any fixed charge in respect of such amount created pursuant to Clause 3 (*Creation of Security*) and shall stand subject to the floating charge created by Clause 3.14 (*Other Assets*) of the Debenture, provided that such release shall in no respect prejudice the continuance of any fixed charge created pursuant to Clause 3 (*Creation of Security*) in respect of any other amount.

## **11 Governing Law and Jurisdiction**

### **11.1 Governing Law**

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

### **11.2 Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a Dispute).
- (b) 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) This Clause 11.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

**This Deed has been entered into as a deed on the date stated at the beginning of this Deed.**

**Schedule 1  
Blocked Accounts**

<b>Chargor</b>	<b>Bank</b>	<b>Sort Code</b>	<b>Account No.</b>
HHGL Limited	Barclays Bank Plc	20-36-47	[REDACTED]
HHGL Limited	Barclays Bank Plc	20-36-47	[REDACTED]
HHGL Limited	Barclays Bank Plc	20-36-47	[REDACTED]
HHGL Limited	Barclays Bank Plc	20-36-47	[REDACTED]

## Signatories


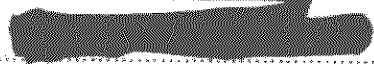
### The Chargor

Executed as a deed by  
**HHGL LIMITED**  
acting by a director in the presence of:

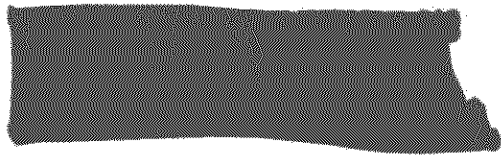
Signature of witness:

Name of witness:

Address:

Simon Culson



### The Security Trustee

**WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

By:

Name:

Title:

## Signatories

### The Chargor

Executed as a deed by  
**HHGL LIMITED**  
acting by a director in the presence of:

)  
)  
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

### The Security Trustee

**WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

By:

[Redacted]

Name:

NIGEL B. HOGG

Title:

[Redacted]