



Registration of a Charge

Company name: **HCT GROUP**

Company number: **01747483**

Received for Electronic Filing: **26/06/2018**



X78WL0W9

Details of Charge

Date of creation: **12/06/2018**

Charge code: **0174 7483 0013**

Persons entitled: **BIG ISSUE SOCIAL INVESTMENTS LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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:

DAVID HUNTER FOR BATES WELLS BRAITHWAITE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1747483

Charge code: 0174 7483 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th June 2018 and created by HCT GROUP was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th June 2018 .

Given at Companies House, Cardiff on 28th June 2018

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

DATED 12 JUNE 2018

EXECUTION VERSION

SUPPLEMENTAL DEBENTURE

The Chargors Listed in Schedule 1

In favour of

Big Issue Social Investments Limited as Security Agent



Bates Wells Braithwaite

10 Queen Street Place, London EC4R 1BE
www.bwbllp.com

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THIS SUPPLEMENTAL DEBENTURE is dated 12 JUNE 2018 **AND MADE BETWEEN:**

- (1) **THE CHARGORS** listed in Schedule 1 (each a **Chargor**)
- (2) **BIG ISSUE SOCIAL INVESTMENTS LIMITED** in its capacity as security agent for the Secured Parties on the terms and conditions set out in the Loan Agreements (the **Security Agent**)

BACKGROUND

THIS IS SUPPLEMENTAL to a debenture deed dated 31 March 2015 as amended and restated on 30 November 2015 pursuant to which the Chargors granted security to the Security Agent as security agent for the Secured Parties (the **Debenture**).

The parties hereto have agreed to amend the Debenture as set out in this Supplemental Debenture.

- (A) Pursuant to the Debenture, each Chargor has mortgaged and/or charged all of its property, undertaking and assets (as more particularly set out therein) to the Security Agent as trustee for the Secured Parties and as a continuing security for the Secured Liabilities.
- (B) Simultaneously to the accession of new Lenders pursuant to a restated and amended Intercreditor Deed to be entered into on or around the date of this Supplemental Debenture, the parties hereto have agreed that the Bilateral Fixed Rate Loan Agreements and Bilateral Social Loan Agreements should be amended and restated as club loan agreements (rather than individual bilateral loan agreements) because (i) pursuant to the amended and restated Senior Loan Agreement and the amended and restated Junior Loan Agreement, the commitments of the Lenders have materially increased, (ii) so that all applicable parties are (respectively) party to the same agreement, and (iii) for administrative ease of the parties hereto.
- (C) Pursuant to the Debenture, the Secured Liabilities include all present and future monies, obligations and liabilities in respect of the Finance Documents. For clarity, from the date of this Supplemental Debenture the definition of '*Finance Documents*' shall, pursuant to clauses 1.2.10 and 1.2.13 of the Original Debenture, be deemed to also include the Senior Loan Agreement, the Junior Agreement, the Further Restated Intercreditor Deed and this Supplemental Debenture.
- (D) Further to the above and in accordance with the terms of the Debenture, the Chargors have each now agreed to enter into this Supplemental Debenture to create security over all interests in and to the Secured Liabilities in favour of the Security Agent acting as trustee for the Secured Parties.
- (E) It is the intention of the Borrower to repay the lenders under the Repaid Bilateral Loan Agreements (as such term is defined in the Restated Facility Agreement) on the Restatement Date.

AGREED TERMS

THIS SUPPLEMENTAL DEBENTURE WITNESSES as follows:-

1. Definitions and Interpretation

- 1.1 In this Supplemental Debenture, words and expressions defined in the Debenture, unless otherwise defined herein or unless there is something in the subject or the context which is inconsistent herewith, shall bear the same meaning herein. The following definitions apply in this Supplemental Debenture:

Agent means Big Issue Social Investments Limited, a company limited by guarantee under company registration number 06913063, the registered office of which is at 113-115 Fonthill Road, London, N4 3HH;

Bilateral Fixed Rate Loan Agreements

means each of the following loan agreements which are amended and restated pursuant to the terms of the Senior Loan Agreement:

- (a) the fixed rate loan between The Phone Co-op Limited, the Borrower and the guarantors listed therein, pursuant to a loan agreement dated 31 March 2015 as amended and restated on 23 June 2015 and 30 November 2015;
- (b) the fixed rate loan between Big Issue Social Investments Limited acting in its capacity as general partner for and on behalf of Big Issue Invest Social Enterprise Investment Fund L.P., the Borrower and the guarantors listed therein, pursuant to a loan agreement dated 31 March 2015 as amended and restated on 23 June 2015 and 30 November 2015;
- (c) the fixed rate loan to be made between the Trustees of the Esmée Fairbairn Foundation, the Borrower and the guarantors listed therein, pursuant to a loan agreement dated 30 November 2015;
- (d) the fixed rate loan between The Mayor and Commonalty and Citizens of the City of London as Trustee of Bridge House Estates, the Borrower and the guarantors listed therein, pursuant to a loan agreement dated 30 November 2015; and
- (e) the fixed rate loan between Big Issue Social Investments Limited acting in its capacity as general partner for and on behalf of Big Issue Invest Social Enterprise Investment Fund II L.P., the Borrower and the guarantors listed therein, pursuant to a loan agreement dated 31 March 2015 as amended and restated on 23 June 2015 and 30 November 2015.

Bilateral Social Loan Agreements

means each of the following loan agreements which are amended and restated pursuant to the terms of the Junior Loan Agreement:

- (a) the social loan between The Phone Co-op Limited, the Borrower and the guarantors listed therein, pursuant to a loan agreement dated 31 March 2015 as amended and restated on 23 June 2015 and 30 November 2015;
- (b) the social loan between the Trustees of the Esmée Fairbairn Foundation, the Borrower and the guarantors listed therein, dated 30 November 2015;
- (c) the social loan between The Third Sector Investment Fund LLP (acting through its general partner, Social and Sustainable Capital LLP), the Borrower and the guarantors listed therein, dated 30 November 2015; and
- (d) the social loan between Big Issue Social Investments Limited acting in its capacity as general partner for and on behalf of Big Issue Invest Social Enterprise Investment Fund II L.P., the Borrower and the guarantors listed therein, dated 30 November 2015.

Borrower

means HCT Group (a charitable company incorporated and registered in England and Wales under company registration number 01747483 and a charity registered with the Charity Commission of England and Wales with

registered charity number 1091318), the registered office of which is at Ash Grove Bus Garage, Mare Street, London E8 4RH;

**Further Restated
Intercreditor Deed**

means the Intercreditor Deed as first dated on 23 June 2015, amended on 30 November 2015 and further amended on or around the date hereof;

**Junior Loan
Agreement**

means the amended and restated social loan agreement originally dated on 30th November 2015 as amended and restated on or around the date hereof between the Borrower, the guarantors listed therein, the Agent, the Security Agent, Big Issue Social Investments Limited acting in its capacity as general partner for and on behalf of Big Issue Invest Social Enterprise Investment Fund II L.P, The Phone Co-op Limited, the Trustees of the Esmée Fairbairn Foundation, The Third Sector Investment Fund LLP (acting through its general partner, Social and Sustainable Capital LLP), The Mayor and Commonalty and Citizens of the City of London as Trustee of Bridge House Estates, Treebeard Trust and MFS Impact Investment Development Portfolio, a Series of MFS Development Funds, LLC, Stephen and Melissa Murdoch, Jonathan Adams, Yasmin Howard-Spink, and Frank Knowles, which amends and restates the Bilateral Social Loan Agreements and includes a mechanism for new lenders to accede (as amended from time to time);

**Restated Facility
Agreement**

shall have the meaning as further set out in the Senior Loan Agreement;

Restatement Date

shall have the meaning as further set out in the Senior Loan Agreement;

Secured Liabilities

means all present and future monies, obligations and liabilities (and once the Intercreditor Deed has been entered into ("Liabilities" as such term is defined in the Intercreditor Deed) of each Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any other Secured Party, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Finance Documents (which for clarity shall include the Senior Loan Agreement, the Junior Loan Agreement, the Further Restated Intercreditor Agreement and this Supplemental Debenture) together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities; and

**Senior Loan
Agreement**

means the amended and restated fixed rate loan agreement originally dated 30 November 2015 as amended and restated on or around the date hereof between the Borrower, the guarantors listed therein, the Agent, the Security Agent and Big Issue Social Investments Limited acting in its capacity as general partner for and on behalf of Big Issue Invest Social Enterprise Investment Fund L.P, Big Issue Social Investments Limited acting in its capacity as general partner for and on behalf of Big Issue Invest Social Enterprise Investment Fund II L.P, The Phone Co-op Limited, the Trustees of the Esmée Fairbairn Foundation, The Third Sector Investment Fund LLP (acting through its general partner, Social and Sustainable Capital LLP), The Mayor and Commonalty and Citizens of the City of London as Trustee of Bridge House Estates, Treebeard Trust, TP Leasing Limited and MFS Impact Investment Development Portfolio, a Series of MFS Development Funds, LLC, which amends and restates the Bilateral Fixed Rate Loan Agreements and includes a mechanism for new lenders to accede (as amended from time to time).

1.2 The rules of interpretation of the Debenture contained in the Original Debenture shall apply to this Supplemental Debenture but interpreted so that references in that Original Debenture to "this Deed" is construed as a reference to this Supplemental Debenture.

1.3 The Debenture and the security thereby constituted shall not be prejudiced or affected by this Supplemental Debenture and the Debenture and the security thereby constituted shall continue in full force and effect notwithstanding this Supplemental Debenture.

2. **Covenant to Pay**

The Chargors hereby covenants with the Security Agent to pay and discharge on demand when due all monies, obligations and liabilities now or hereafter due, owing or incurred by the Chargors or any of them to the Security Agent in respect of the Secured Liabilities (whether actual or contingent, as principal or surety and whether solely or jointly with any other person), and whether originally owing to the Security Agent or otherwise purchased or acquired by them, including interest and any other charges and expenses for the time being as well after as before any demand made or judgement obtained.

3. **Grant of Security**

3.1 **Legal mortgage**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Agent, by way of first legal mortgage, each Property specified in **Error! Reference source not found.**, excluding the Excluded Property.

3.2 **Fixed charges**

3.2.1 As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Agent as trustee for the Secured Parties by way of first fixed charge:

- (a) all Properties acquired by each Chargor in the future;
- (b) all present and future interests of each Chargor not effectively mortgaged or charged under the preceding provisions of this clause **Error! Reference source not found.** in, or over, freehold or leasehold property, but excluding the Excluded Property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with each Chargor's business or the use of any Secured Asset, and all rights in connection with them;
- (e) all its present and future goodwill;
- (f) all its uncalled capital;
- (g) all the Equipment;
- (h) all the Intellectual Property;

- (i) all the Book Debts;
- (j) all the Investments;
- (k) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- (l) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3.1(a); and
- (m) all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.3.1(b).

3.3 Assignment

3.3.1 As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns to the Security Agent absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- (a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
- (b) the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets.

3.4 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Agent, by way of first floating charge, all the undertaking, property, assets and rights of each Chargor at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 to clause 3.3 inclusive, but excluding the Excluded Property.

3.5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.4.

3.6 Automatic crystallisation of floating charge

3.6.1 The floating charge created by clause 3.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) any Chargor:
- (b) creates, or attempts to create, without the prior written consent of the Secured Parties, a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Supplemental Debenture or the Loan Agreements); or

- (c) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
- (d) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- (e) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor.

3.7 Crystallisation of floating charge by notice

The Security Agent may, in its sole discretion, at any time and by written notice to any Chargor, convert the floating charge created under this Supplemental Debenture into a fixed charge as regards any part of the Secured Assets specified by the Security Agent in that notice.

3.8 Assets acquired after any floating charge has crystallised

Any asset acquired by any Chargor after any crystallisation of the floating charge created under this Supplemental Debenture that, but for that crystallisation, would be subject to a floating charge under this Supplemental Debenture, shall (unless the Security Agent confirms otherwise to that Chargor in writing) be charged to the Security Agent by way of first fixed charge.

4. Representations and Warranties

4.1 Incorporation of Representations and Warranties

The representations and warranties set out in clause 5.1 to clause 5.13 of the Original Debenture shall apply to this Supplemental Debenture as if set out in this Supplemental Debenture in full (with the necessary modifications).

4.2 Times for making Representations and Warranties

The representations and warranties referred to in clause 4.1 are made by each Chargor on the date of this Supplemental Debenture in relation to the Secured Assets and the representations and warranties contained in clause 5.1 to clause 5.13 of the Original Debenture and incorporated by reference into this Supplemental Debenture are deemed to be repeated in relation to the Secured Assets on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5. Incorporation of terms from Debenture

The provisions of the Debenture shall apply to this Supplemental Debenture and the Security constituted by it as if set out in this Supplemental Debenture in full (with the necessary modifications) and this Supplemental Debenture shall be construed with the intent and effect that all the rights, obligations, covenants, assurances and provisions, express or implied, contained in or subsisting in relation to the Debenture in those provisions shall apply to this Supplemental Debenture and to the Security constituted by it as if expressly set out in this Supplemental Debenture and as if references in the Debenture.

6. Continuation of existing Security

6.1 Debenture remains in full force and effect

Except as supplemented by this deed, the Debenture remains in full force and effect. The definition of "Secured Assets" contained in the Debenture shall, for the avoidance of doubt, include all, or the relevant part, of the rights, property, assets and undertaking mortgaged, charged or assigned, as the case may be, under clause 3 of this Supplemental Debenture.

6.2 References to this deed in Debenture

References in the Debenture to "this deed" and similar expressions are deemed to be references to the Debenture as supplemented by this Supplemental Debenture.

7. Designation as a Finance Document

This Supplemental Debenture, together with the Senior Loan Agreement, the Junior Loan Agreement and the Restated Intercreditor Agreement are hereby designated as Finance Documents.

8. Counterparts

This Supplemental Debenture may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

9. Law

This Supplemental Debenture shall be governed, construed and interpreted in accordance with the laws of England and Wales. Each party hereto irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

IN WITNESS whereof this Supplemental Debenture has been entered into as a deed on the day and year first before written.

Schedule 1 - The Chargors

Company Name	Company Number	Registered Address
HCT Group	01747483	HCT Group, 141 Curtain Road, London, EC2A 3BX
CT Plus CIC	04137890	HCT Group, 141 Curtain Road, London, EC2A 3BX
CT Plus (Yorkshire) CIC	05629152	HCT Group, 141 Curtain Road, London, EC2A 3BX

Schedule 2 - Property

Part 1. Registered Property

N/A

Part 1. Registered Property

N/A

Schedule 3 - Relevant Agreements

N/A

EXECUTION

BORROWER

Executed as a deed by **HCT GROUP**
acting by a director in the presence of
a witness:

Signature of Director::	A. G. L. M. B.
Signature of witness::	[Signature]
Name of witness::	OLIVER SCOTT
Address of witness::	24 Newton Avenue
	London
	W3 8NL
Occupation of witness::	Self-employed

CHARGORS

Executed as a deed by **CT PLUS
COMMUNITY INTEREST COMPANY**
acting by a director in the presence of
a witness:

Signature of Director:

[Handwritten Signature]

Signature of witness:

[Handwritten Signature]

Name of witness:

OLIVER SCOTT

Address of witness:

24 Wenton Avenue

London

W3 8AC

Occupation of witness:

Journalist

Executed as a deed by **HCT GROUP**
acting by a director in the presence of
a witness:

Signature of Director: A. G. Hunt
Signature of witness: [Signature]
Name of witness: OLIVER SCOTT
Address of witness: 24 Newton Avenue
 London
 W3 8AL
Occupation of witness: Solicitor

Executed as a deed by **CT PLUS**
(YORKSHIRE) COMMUNITY
INTEREST COMPANY acting by a
director in the presence of a witness:

Signature of Director:

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

D. Paulley
Oliver Scott
24 Newton Avenue
London
W3 8AL
England

SECURITY AGENT

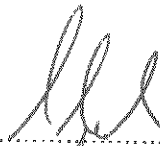
Executed as a deed by **BIG ISSUE SOCIAL**

INVESTMENTS LIMITED in its capacity as

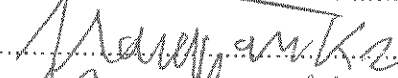
security trustee for the Secured Parties acting

by a Director in the presence of

Signature of Director:



Signature of witness:



Name of witness:

Manojan Keren Zar

Address of witness:

90 Brook Drive

SE11 4TS

Occupation of witness:

Investment Manager

