



Registration of a Charge

Company Name: **HAKLUYT & COMPANY LIMITED**

Company Number: **03481321**



XCCMIH0X

Received for filing in Electronic Format on the: **22/09/2023**

Details of Charge

Date of creation: **19/09/2023**

Charge code: **0348 1321 0012**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **N/A**

Contains fixed charge(s).

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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3481321

Charge code: 0348 1321 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2023 and created by HAKLUYT & COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2023 .

Given at Companies House, Cardiff on 26th September 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

DATED 19 September 2023

(1) HAKLUYT & COMPANY LIMITED

as Chargor

(2) LLOYDS BANK PLC

as Chargee

THIRD SUPPLEMENTAL DEED

relating to a share charge dated 25 July 2014,
as amended by a supplemental deed dated 15 August
2018 and further amended on 7 November 2022

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THIS THIRD SUPPLEMENTAL DEED is made on 19 September 2023

BETWEEN:-

- (1) **HAKLUYT & COMPANY LIMITED** (formerly known as Holdingham Group Limited) (Company Registration No: 03481321) whose registered office is at 34 Upper Brook Street, London, W1K 7QS (the "**Chargor**"); and
- (2) **LLOYDS BANK PLC** (No 00002065) (the "**Chargee**").

WHEREAS:-

- (A) By a facilities agreement originally dated 25 July 2014, as amended by an amendment and restatement agreement dated 15 August 2018 and amended on 6 August 2021, 20 September 2022, 31 October 2022 and further amended by an amendment and restatement agreement on 7 November 2022 (as may be amended, restated and/or supplemented from time to time) (collectively, the "**Principal Facilities Agreement**") made between the Chargor, as borrower, the Chargor, Hakluyt & Company (Asia) Pte. Ltd. ("**Hakluyt Singapore**") and Hakluyt & Company (North America) Limited, collectively, as original guarantors, and the Chargee, the Chargee had agreed to make available to the Chargor a revolving credit loan facility of £27,500,000 (twenty seven million and five hundred thousand pounds) (the "**Facility**") subject to the terms and conditions set out therein.
- (B) The Facility is secured inter alia by a charge over all the shares in the capital of Hakluyt Singapore pursuant to a share charge dated 25 July 2014 granted by the Chargor in favour of the Chargee, as amended by a supplemental deed in relation to the share charge dated 15 August 2018 and further amended on 7 November 2022 (the "**Share Charge**"), on the terms and conditions of the Share Charge.
- (C) The Chargor has requested that certain amendments be made to the terms of the Principal Facilities Agreement and the Chargee has agreed to the amendments contemplated by a deed of amendment and restatement dated on or about the date of this Third Supplemental Deed (defined below) (the "**Third Deed of Amendment and Restatement**", which expression includes amendments, variations and supplementals made thereto from time to time).
- (D) In consideration for the amendments to the Principal Facilities Agreement pursuant to the Third Deed of Amendment and Restatement, the Chargor executes this third supplemental deed ("**Third Supplemental Deed**") to confirm that the Principal Facilities Agreement, as varied by the Third Deed of Amendment and Restatement is and will continue to be secured, inter alia, by the Share Charge and that the Chargor is and will continue to be bound by the Share Charge.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Third Supplemental Deed unless defined herein or the context otherwise requires, all capitalised terms and expressions when used or referred to herein shall have the meanings assigned to them in the Principal Facilities Agreement (as amended by the Third Deed of Amendment and Restatement) (the "**Amended Facilities Agreement**") and the Share Charge (as amended, modified or supplemented by this Third Supplemental Deed).

1.2 Construction

1.2.1 The provisions in Clause 1.2 (*Interpretation*) of the Amended Facilities Agreement apply to this Third Supplemental Deed with all necessary changes.

1.2.2 Unless a contrary indication appears, a term used in any other Finance Documents or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Third Supplemental Deed.

- 1.2.3 Any reference in this Third Supplemental Deed to a "**Finance Document**" shall:-
- (a) be construed as a reference to a Finance Document, as defined in the Amended Facilities Agreement; and
 - (b) include that Finance Document as amended, modified or supplemented from time to time and any document which amends, modifies or supplements that Finance Document.
- 1.2.4 Any reference in this Third Supplemental Deed to "**Secured Debt**" shall include the amount of all sums (whether principal, interest, fee or otherwise) which are due from or owing by an Obligor to the Chargee under or pursuant to any of the Finance Documents.

2. **INCORPORATION**

- 2.1 Except to the extent expressly amended by the provisions of this Third Supplemental Deed, the terms and conditions of the Share Charge are hereby confirmed and shall remain in full force and effect. The Chargor hereby confirms that the Share Charge shall continue to remain in full force and effect and be binding on it after the date of this Third Supplemental Deed.
- 2.2 The Share Charge and this Third Supplemental Deed shall be read and construed as one document and this Third Supplemental Deed shall be considered to be part of the Share Charge and, without prejudice to the generality of the foregoing, where the context so allows, references in the Share Charge to "**this Deed**", howsoever expressed, shall be read and construed as references to the Share Charge (as amended, modified and supplemented by this Third Supplemental Deed).
- 2.3 This Third Supplemental Deed is supplemental to the Share Charge.

3. **FURTHER ASSURANCES**

The Chargor shall promptly do all such acts or execute all such documents as the Chargee may reasonably specify:

- 3.1.1 to perfect or protect the Charges or the priority of the Charges; and
- 3.1.2 to facilitate the realisation of the Charged Assets or the exercise of any of the rights vested in the Chargee or any Receiver.

4. **CHARGING PROVISIONS**

- 4.1 In consideration of the premises and of the Chargee agreeing upon the request of the Chargor to, *inter alia*, make certain amendments to the terms of the Principal Facilities Agreement pursuant to and on the terms and conditions of the Third Deed of Amendment and Restatement, as aforesaid, the Chargor:-
- 4.1.1 charges and agrees to charge, in favour of the Chargee, with the intent that it shall take effect by way of first fixed charge and assigns and agrees to assign absolutely to the Chargee free from all liens, charges and other encumbrances, save as set out in the Share Charge, all of its present and future rights, title and interest in and to, all present and future Shares and Dividends;
 - 4.1.2 ratifies and reaffirms all its payment and performance obligations, contingent or otherwise, to the extent existing prior to its entry into this Third Supplemental Deed, under the Share Charge;
 - 4.1.3 ratifies and reaffirms each grant of a security interest on or in its property pursuant to the Share Charge; and

- 4.1.4 confirms that, except to the extent waived, varied or amended by this Third Supplemental Deed:-
- (a) it is and will continue to be bound by the Share Charge before and after the execution of the Third Deed of Amendment and Restatement by the parties thereto;
 - (b) its obligations under the Share Charge are and will remain in full force and effect before and after the execution of the Third Deed of Amendment and Restatement and will not be released by reason of anything effected by, or referred to in this Third Supplemental Deed; and
 - (c) the obligations and liabilities secured under the Share Charge shall (subject to the terms of the Share Charge) include the indebtedness, liabilities and obligations of the Obligor to the Chargee under or pursuant to any of the Finance Documents.
- 4.2 The Chargor hereby agrees and confirms that the Chargee may utilise the undertakings, properties and assets assigned and/or charged under the Share Charge towards payment and discharge of the Secured Debt (including, for the avoidance of doubt, the amount of all sums (whether principal, interest, fee or otherwise) which are due from or owing by Obligor to the Chargee under or pursuant to any of the Finance Documents) in accordance with the terms of the Share Charge.
- 4.3 The Chargor shall take all steps and make all such filings as are necessary and/or desirable to perfect the security created or expressed to be created by or pursuant to this Third Supplemental Deed, including but not limited to, within 14 days after the execution of this Third Supplemental Deed, effecting a stamping of this Third Supplemental Deed with the Inland Revenue Authority of Singapore and payment of associated fees. The Chargor shall provide a copy of such filings, registrations and certificate of stamp duty to the Chargee as soon as practicable.
5. **SECURITY RANKING**
- The Security created or expressed to be created by or pursuant to this Third Supplemental Deed shall rank *pari passu* with those constituted by the Share Charge.
6. **REPRESENTATIONS AND WARRANTIES**
- 6.1 The Chargor makes the representations and warranties contained in Clause 6 (*Representations and Warranties*) of the Share Charge *mutatis mutandis* to the Chargee on the date of this Third Supplemental Deed, save that the following capitalised terms and expressions as used in Clause 6 (*Representations and Warranties*) of the Share Charge shall have the following meanings assigned to them:-
- 6.1.1 **"Event of Default"** has the meaning ascribed to it in the Amended Facilities Agreement;
 - 6.1.2 **"Finance Documents"** has the meaning ascribed to it in the Amended Facilities Agreement;
 - 6.1.3 **"Material Adverse Effect"** has the meaning ascribed to it in the Amended Facilities Agreement;
 - 6.1.4 **"Secured Debt"** means, as at any particular time, the amount of all sums (whether principal, interest, fee or otherwise) which are due from or owing by any Obligor to the Lender under or pursuant to any of the Finance Documents; and
 - 6.1.5 **"Security"** has the meaning ascribed to it in the Amended Facilities Agreement.

- 6.2 Unless a representation and warranty is expressed to be given at a specific date, each of the above representations and warranties in this Third Supplemental Deed is deemed to be repeated by the Chargor on each date on which the Secured Debt is outstanding. When a representation and warranty is repeated, it is repeated by reference to the circumstances existing at the time of repetition.

7. **NOTICES**

Communications under this Deed shall be made in accordance with Clause 31 (*Notices*) of the Amended Facilities Agreement.

8. **COUNTERPARTS**

This Third Supplemental 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 this Third Supplemental Deed.

9. **GOVERNING LAW**

This Third Supplemental Deed is governed by and shall be construed in accordance with Singapore law.

10. **ENFORCEMENT**

10.1 **Jurisdiction**

10.1.1 The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this Third Supplemental Deed (including a dispute regarding the existence, validity or termination of this Third Supplemental Deed) (a "**Dispute**").

10.1.2 The Chargor agrees that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary.

10.1.3 This Clause 10.1 is for the benefit of the Chargee only. As a result, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other court in Singapore or any other country having jurisdiction over the Chargor's property. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

10.2 **Consent to Enforcement etc.**

The Chargor irrevocably and generally consents in respect of any proceedings anywhere in connection with this Third Supplemental Deed to the giving of any relief or the issue of any process in connection with those proceedings including, without limitation, the making, enforcement or execution against any assets whatsoever (irrespective of their use or intended use) of any order or judgment which may be made or given in those proceedings.

10.3 **Waiver of Immunity**

The Chargor irrevocably agrees that, should the Chargee take any proceedings anywhere (whether for an injunction, specific performance, damages or otherwise) in connection with this Third Supplemental Deed, no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from those proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of its assets or from execution of judgment shall be claimed by it or with respect to its assets, any such immunity being irrevocably waived. The Chargor irrevocably agrees that it and its assets are, and shall be, subject to such proceedings, attachment or execution in respect of its obligations under this Third Supplemental Deed.

IN WITNESS WHEREOF this Deed has been executed as a deed by the Chargor and is delivered on the date first specified above,

THE CHARGOR

Executed as a deed by)
HAKLUYT & COMPANY LIMITED)
acting by: *Jonathan Cobb Mixer*)
a director:)
in the presence of:)



Witness' Signature

Name: *Charles Jacob Mixer*

Address



THE CHARGE

Signed by **LLOYDS BANK PLC**)
acting by)

Full name (Attorney)

Signature of Attorney