



Companies House

MR01(ef)

Registration of a Charge

Company name: **HARGREAVES SERVICES PLC**

Company number: **04952865**

Received for Electronic Filing: **27/08/2013**



Details of Charge

Date of creation: **16/08/2013**

Charge code: **0495 2865 0008**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT**

Brief description: **AS MORE PARTICULARLY DESCRIBED IN CLAUSE 4 OF THE LEGAL CHARGE BY WAY OF SUPPLEMENT TO A DEBENTURE DATED 3 APRIL 2012, FIXED CHARGES OVER THE SHARES IDENTIFIED IN SCHEDULE 4 OF THE SUPPLEMENTAL LEGAL CHARGE AND THE DISTRIBUTION RIGHTS ACCRUING TO OR ON THOSE SHARES.**

Contains fixed charge(s).

Notification of addition to or amendment of charge.

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:

PAUL CASTLE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4952865

Charge code: 0495 2865 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th August 2013 and created by HARGREAVES SERVICES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th August 2013 .

Given at Companies House, Cardiff on 27th August 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Dated

16 August

2013

- (1) Hargreaves Services Plc
- (2) The Royal Bank of Scotland Plc as Security Agent

Legal charge by way of supplement to a Debenture dated 3 April 2012

Eversheds LLP
Bridgewater Place
Water Lane
Leeds
LS11 5DR

Tel 0845 497 9797
Fax 0845 498 4994
Int +44 113 243 0391
DX 12027 Leeds-27
www.eversheds.com

This Deed is made on

16 August

2013 between:

- (1) Hargreaves Services Plc, a company incorporated in England and Wales with company number 04952865,, (the "**First Chargor**");

1. The Royal Bank of Scotland plc, in its capacity as Security Agent.

2. **DEFINITIONS AND INTERPRETATION**

- 2.1 In this Deed the following words have the meanings set out opposite them:

"**Debenture**" means the debenture dated 3 April 2012 between, amongst others, the First Chargor and The Royal Bank of Scotland Plc (as Security Agent).

2.2 **Definitions contained in the Debenture**

Unless such term is expressly defined in this Deed (where the definition in this Deed shall prevail) or some other contrary indication appears, each term used in this Deed which is defined in the Debenture shall have the same meaning as in the Debenture.

2.3 **Interpretation**

- 2.3.1 Without prejudice to the operation of any applicable term of the Debenture or any other Finance Document, the provisions of clause 1.3 (*Construction*), 1.4 (*Third Party Rights*), 1.5 (*Incorporation of other terms*), 4 (*Further Assurance*), clauses 8 (*Enforceability*) to and including 15 (*Other Miscellaneous Provisions*) and clause 17 (*This Deed*) of the Debenture shall apply (*mutatis mutandis*) to this Deed as if set out in this Deed in full and as if any reference in any such clause to "this Debenture" were a reference to this Deed.

- 2.3.2 The Debenture, as supplemented by this Deed, shall remain in full force and effect. Any reference in the Debenture to "this Deed" or "this debenture" or in any other document to "the debenture" or "the Debenture" or any equivalent identifying reference shall, unless the context requires otherwise, be construed as a reference to the Debenture as supplemented by this deed and from the date of this Deed the Debenture shall be read as if the Security created pursuant to this Deed were incorporated in the Security created pursuant to the Debenture.

- 2.3.3 This Deed is a Finance Document.

3. **COVENANT TO PAY**

3.1 **Covenant**

The First Chargor as primary obligor and not merely as surety, covenants with the Security Agent that it will pay, discharge and perform the Secured Obligations on demand made on or at any time after the due date for payment provided in the Debt Documents and in the manner provided in the Debt Documents.

4. **SECURITY**

4.1 **Fixed charges**

By way of supplement and in addition to clause 3.1 of the Debenture, as a continuing security for the payment, discharge and performance of the Secured Obligations, the First Chargor charges in favour of the Security Agent by way of first fixed charge the Specified Shares identified in Schedule 4 (*Shares*) to this Deed and the Distribution Rights (if any) from time to time accruing to or on such Specified Shares.

4.2 **Continuing Security**

The provisions of this Deed will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

4.3 **Miscellaneous**

4.3.1 All the Security created by this Deed by the First Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4.3.2 The fact that no, or incomplete, details of the Secured Assets are included or inserted in the Schedule shall not affect the validity or enforceability of the charge created by this Deed.

5. **COMMUNICATIONS**

5.1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Deed for any communication or document to be made or delivered under or in connection with this Deed is:

5.1.1 in the case of each of the First Chargor and the Security Agent, those given for it in the signature pages of this Deed;

5.1.2 in the case of each Receiver and each Delegate, those notified in writing to the Security Agent (whether in that capacity or in any other capacity) by such Receiver or Delegate (or by the Security Agent on its behalf) as soon as practicable after its appointment,

or any substitute address, fax number or department or officer as the relevant person may notify to the Agent (or as the Agent may notify to the other Parties, if a change is made by the Agent) by not less than 5 Business Days' notice.

6. **JURISDICTION**

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) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary. This Clause 5 is for the benefit of the Enforcement Parties only. As a result, no Enforcement Party shall be prevented from taking proceedings relating to a Dispute in any other courts

with jurisdiction. To the extent allowed by law, each Enforcement Party may take concurrent proceedings in any number of jurisdictions.

7. GOVERNING LAW

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

This document is created as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 4

Shares

Name of company in which shares are held			Class of shares held	Number and class of shares held
Hargreaves Limited	Technical Resources		Ordinary	1 ordinary share of £1.00 each
Hargreaves Limited	Services Forestry		Ordinary	1 ordinary share of £1.00 each

EXECUTION

The First Chargor


Executed as a deed by
Hargreaves Services Plc
Acting by a director:

)
)



in the presence of:

)

Witness signature: 

Name: LIDA CHISHOLM

Address: 1 SOUTH TERRACE
ESH WUNNING
DURHAM
DH7 9PR

Occupation: SECRETARY

Communications to be delivered to:

Address: HARGREAVES SERVICES PLC
WEST TERRACE
ESH WUNNING
DURHAM, DH7 9PR

Fax number: 0191 373 8318

Attention: FINANCE DIRECTOR

The Security Agent

Executed as a deed by
as attorney for **The Royal Bank of
Scotland plc**
in the presence of:

)
)

as attorney for The Royal Bank of
Scotland plc

Witness signature:

Name:

Address:

Occupation:

Communications to be delivered to:

Address: 15 Bishopgate, London

Fax number: +44 207 786 5247

Attention: Nick Watkins