

MR01

Particulars of a charge

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☒ What this form is for  
You may use this form to register  
a charge created or evidenced by  
an instrument

☐ What this form is NOT for  
You may not use this form to  
register a charge which is not  
an instrument. Use form MR02

WEDNESDAY



LD6 24/02/2016 #2  
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. Do not send the original

1 Company details

Company number 06540157

Company name in full Hare Bidco Limited

7 For official use  
→ Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

2 Charge creation date

Charge creation date 01/07/2016

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name HSBC France

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

# MR01

## Particulars of a charge

4	<b>Brief description</b>	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space.
Brief description	N/A		
5	<b>Other charge or fixed security</b>	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	<b>Floating charge</b>	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> Yes	
7	<b>Negative Pledge</b>	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	<b>Trustee statement <sup>1</sup></b>	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge  <input type="checkbox"/>	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)
9	<b>Signature</b>	Please sign the form here.  Signature  X Allen & Overy LLP (Solicitors on behalf of the Security Agent) X 23.02.2016  This form must be signed by a person with an interest in the charge.	

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name Roger Davy / Tumise Jegede

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



### Where to send

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For companies registered in England and Wales  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

For companies registered in Scotland  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number. 6540157

Charge code: 0654 0157 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2016 and created by HARE BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th February 2016

*po*

Given at Companies House, Cardiff on 29th February 2016



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO SECTION 859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT

EXECUTION VERSION

ALLEN & OVERY LLP  
*Allen & Overy LLP*  
*One Bishop's Square*  
*London, E1 6AD*  
*23 02 2016*

## CONFIRMATORY SECURITY AGREEMENT

relating to a Security Agreement dated 17 March 2015

17 FEBRUARY 2016

Between

THE PERSONS LISTED IN SCHEDULE 1  
as Originalchargors

and

IDVERDE SAS

and

HSBC FRANCE  
as Security Agent

This Deed is entered into subject to  
the terms of an Intercreditor Agreement  
dated 28 February 2014

**ALLEN & OVERY**

Allen & Overy LLP

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**THIS DEED** is dated 17 February 2016 and made

**BETWEEN:**

- (1) **THE COMPANIES** listed in Schedule 1 as original chargors (in this capacity, the **Original Chargors**), and
- (2) **IDVERDE** a French société par actions simplifiée incorporated and registered in France with identification number 339 609 661 RCS Nanterre, whose registered office is at 38 rue Jacques Ibert, 92 300 Levallois-Perret (the **French Chargor**); and
- (3) **HSBC FRANCE** as agent and trustee for the Secured Parties (as defined in the Intercreditor Agreement referred to below) (the **Security Agent**).

**BACKGROUND:**

- (A) Pursuant to an English law security agreement dated 17 March 2015 between the Original Chargors, the French Chargor and the Security Agent (the **Original Security Agreement**), the Original Chargors and the French Chargor created Security over certain of their assets as security for, among other things, the Secured Liabilities.
- (B) The Senior Facilities Agreement will be amended and restated by an amendment agreement dated on or about the date of this Deed between, among others, the Original Chargors, the French Chargor and the Security Agent (the **Amendment Agreement**).
- (C) The Original Chargors, the French Chargor and the Security Agent consider that the Security created by the Original Chargors and the French Chargor under the Original Security Agreement secure payment of the Secured Liabilities (as defined below) but are entering into this Deed in case they do not.
- (D) This Deed is supplemental to the Original Security Agreement.
- (E) This Deed is a Finance Document.
- (F) It is intended that this document take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed:

**Amended Senior Facilities Agreement** means the Senior Facilities Agreement as amended by the Amendment Agreement.

**Secured Liabilities** means all Liabilities of each Obligor (other than the Parent) to any Secured Party under any Finance Document (including the Amended Senior Facilities Agreement), limited at any time to an amount equal to the aggregate of (a) all amounts due by an Obligor as Borrower and/or Guarantor under Facility A2, Facility B2, Acquisition Facility 1, Acquisition Facility 2 and Acquisition Facility 3; and (b) all amounts owed by the French Chargor as French Guarantor to the

Parent in an amount not exceeding €12,746,000 and outstanding at the date a payment is to be made by the French Chargor under Clause 22 (Guarantee) of the Senior Facilities Agreement. Any obligation or liability which, if it were included as a Secured Liability would result in this Deed contravening any law (including section 678 or section 679 of the Companies Act 2006), shall not be a Secured Liability.

**Security** has the meaning given to that term in the Senior Facilities Agreement.

## **1.2 Construction**

- (a) Capitalised terms defined in the Original Security Agreement whether directly or by reference to the Facilities Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clauses 1.2 (Construction), 1.3 (Third Party Rights) and 1.4 (Priority) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Original Security Agreement shall be deemed to be references to this Deed and references to the Senior Facilities Agreement shall be deemed to be references to the Amended Senior Facilities Agreement.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the Security created under this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is created over present and future assets of each Chargor;
  - (iii) is security for the payment of all the Secured Liabilities;
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
  - (v) is created in addition to and does not affect the Security created by the Original Security Agreement, and
  - (vi) is expressly permitted under the Amended Senior Facilities Agreement and does not result in any breach of the Original Security Agreement by any of the Original Chargers or by the French Chargor.
- (b) If a Chargor assigns an agreement under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
  - (i) the assignment or charge will not take effect in relation to all rights under that agreement until and to the extent that consent is obtained save that such assignment or charge will take effect in relation to all damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right,
  - (ii) in respect of:
    - (A) any agreements between a Chargor and any other member of the Group, unless the Security Agent otherwise requires, and



- (B) any agreements with any other third parties, immediately after an Acceleration Event has occurred,

the Chargor must, and each other Chargor must ensure that the Chargor will, use reasonable endeavours to obtain the consent as soon as practicable; and

- (iii) the Chargor must supply as soon as practicable to the Security Agent a copy of the consent obtained by it.
- (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (d) Where this Deed purports to create first fixed Security, that Security will be second ranking Security ranking subject to the equivalent Security created by the Original Security Agreement.
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a first fixed charge over the right or asset and will only take effect as an assignment if the relevant Security Interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

## **2.2 Land**

- (a) Each Chargor charges:
  - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property; this includes any specified in Part 1 of Schedule 2 (Security Assets) opposite its name; and
  - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property.
- (b) If a Chargor assigns leasehold property under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that lease because landlord's consent has not been obtained.
  - (i) the assignment or charge will not take effect in relation to all rights under that lease until and to the extent that consent is obtained save that such assignment or charge will take effect in relation to all damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right;
  - (ii) unless the Security Agent otherwise requires, the Chargor must, and each other Chargor must ensure that the Chargor will, use reasonable endeavours to obtain the consent as soon as practicable, and
  - (iii) the Chargor must supply as soon as practicable to the Security Agent a copy of the consent obtained by it.
- (c) A reference in this Deed to any freehold or leasehold property includes:
  - (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the relevant Chargor; and

- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable in respect of those covenants.

### **3. CHARGE AND INCORPORATION**

The provisions of clauses 23 (Investments) to 23 (Release) (inclusive) of the Original Security Agreement are deemed to be incorporated into this Deed, except that references to:

- (a) the Senior Facilities Agreement shall be deemed to be references to the Amended Senior Facilities Agreement;
- (b) Schedule 2 (or any part of it) will include a reference to Schedule 2 (Security Assets) of this Deed (or relevant part of it);
- (c) any action required to be taken by the Original Chargors and the French Chargor on or following, or any representation required to be made by the Original Chargors on or by reference to, the date of the Original Security Agreement shall be deemed to be required to be taken or to be made on, following or by reference to (as the case may be) the date of this Deed (save that any certificates and other documents of title or evidence of ownership in relation to the Security Assets, including any blank undated stock transfer forms which have already been delivered under the Original Security Agreement shall not be required to be delivered under the terms of this Deed); and
- (d) any restriction relating to the creation or subsistence of Security other than that created under this Agreement should not apply with regard to the Security granted pursuant to the Original Security Agreement.

### **4. CONFIRMATION**

Each Chargor and the French Chargor confirms that:

- (a) any Security created by it under the Original Security Document extends to the obligations of the Obligors under the Finance Documents (including the Amended Senior Facilities Agreement) subject to any limitations set out in the Original Security Document;
- (b) the obligations of the Obligors arising under the Amended Senior Facilities Agreement are included in the Secured Liabilities subject to any limitations set out in the Original Security Document;
- (c) the Security created under the Original Security Document continue in full force and effect on the terms of the Original Security Document; and
- (d) the Original Security Document remains in full force and effect.

### **5. COUNTERPARTS**

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 this Deed

### **6. GOVERNING LAW**

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

## **7. ENFORCEMENT**

### **7.1 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations 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 Subclause 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, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

### **7.2 Service of process**

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in England and Wales):
  - (i) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document and the Company by its execution of this Deed, accepts that appointment; and
  - (ii) agrees that failure by an agent for service of process to notify the relevant Chargor or the French Chargor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the French Chargor (on behalf of all the Obligors) must immediately (and in any event within 15 days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.
- (c) Each Chargor and the French Chargor expressly agree and consent to the provisions of this Clause 7 and Clause 6 (Governing Law).

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

## **SCHEDULE 1**

### **THE ORIGINAL CHARGORS**

#### **The Original Chargors**

**Idverde Limited**

**Place of Incorporation:** England  
**Registered Number:** 06539986  
**Registered Office:** Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, West Midlands, CV5 9AB.

**Hare Bidco Limited**

**Place of Incorporation:** England  
**Registered Number:** 06540157  
**Registered Office:** Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, West Midlands, CV5 9AB

**Inhoco 4085 Ltd**

**Place of Incorporation:** England  
**Registered Number:** 05337036  
**Registered Office:** Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, West Midlands, CV5 9AB.

**Banyards Ltd**

**Place of Incorporation:** England  
**Registered Number:** 04614186  
**Registered Office:** Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, West Midlands, CV5 9AB.

**Western Landscapes Ltd**

**Place of Incorporation:** England

**Registered Number:** 01940723

**Registered Office:** Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, West Midlands, CV5 9AB

**The Landscape Group Ltd**

**Place of Incorporation:** England

**Registered Number:** 03542918

**Registered Office:** Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, West Midlands, CV5 9AB

**English Landscapes Ltd**

**Place of Incorporation:** England

**Registered Number:** 00216668

**Registered Office:** Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, West Midlands, CV5 9AB.

**English Landscapes Maintenance Ltd**

**Place of Incorporation:** England

**Registered Number:** 00946798

**Registered Office:** Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, West Midlands, CV5 9AB.

**SCHEDULE 2**  
**SECURITY ASSETS**  
**PART 1**  
**REAL PROPERTY**

**Leasehold**

<b>Company</b>	<b>Address</b>	<b>Date of Lease</b>	<b>Lease End Date</b>	<b>Landlord</b>
The Landscape Group Limited	Ferrazi House, Bridle Way, Bootle, Liverpool L30 4UA	28/09/2012	31/03/2020	AJ Bell Trustees Limited, Daniel Russell McCabe, Jacqueline McCabe and Mario John McCabe as Trustees of the Ferrazi Pension Scheme
English Landscapes Limited	Unit 5a, Aintree Racecourse Business Park, Ormskirk Road, Liverpool L9 5AY	13/07/2006	12/07/2020	Orbit Investments (Properties) Limited
English Landscapes Maintenance Limited	Kelsey Park, Lower Yard, Monar Way, Beckenham BR3 3LH	For the duration of the term of English Landscapes Maintenance Limited's grounds maintenance contract with London Borough of Bromley	For the duration of the term of English Landscapes Maintenance Limited's grounds maintenance contract with London Borough of Bromley	London Borough of Bromley
English Landscapes Maintenance Limited	Beaverwood Road, Chiselhurst BR7 6HF	For the duration of the term of English Landscapes Maintenance Limited's grounds maintenance contract with London Borough of Bromley	For the duration of the term of English Landscapes Maintenance Limited's grounds maintenance contract with London Borough of Bromley	London Borough of Bromley
English Landscapes Maintenance Limited	Beaverwood Road, Chiselhurst BR7 6HF	For the duration of the term of English Landscapes Maintenance Limited's grounds	For the duration of the term of English Landscapes Maintenance Limited's grounds	London Borough of Bromley

# **Leasehold**

<b>Company</b>	<b>Address</b>	<b>Date of Lease</b> maintenance contract with London Borough of Bromley	<b>Lease End Date</b> maintenance contract with London Borough of Bromley	<b>Landlord</b>
English Landscapes Maintenance Limited	Priory Gardens, High Street, Orpington BR6 0HH	For the duration of the term of English Landscapes Maintenance Limited's grounds maintenance contract with London Borough of Bromley	For the duration of the term of English Landscapes Maintenance Limited's grounds maintenance contract with London Borough of Bromley	London Borough of Bromley
English Landscapes Maintenance Limited	London Road Cemetery, Cemetery Chapel Depot, Warner Road, Bromley BR1 3RL	For the duration of the term of English Landscapes Maintenance Limited's grounds maintenance contract with London Borough of Bromley	For the duration of the term of English Landscapes Maintenance Limited's grounds maintenance contract with London Borough of Bromley	London Borough of Bromley
English Landscapes Maintenance Limited	Crystal Palace Park, Thicket Road, Penge SE20 8DT	For the duration of the term of English Landscapes Maintenance Limited's grounds maintenance contract with London Borough of Bromley	For the duration of the term of English Landscapes Maintenance Limited's grounds maintenance contract with London Borough of Bromley	London Borough of Bromley
English Landscapes Limited	Unit 2, Q Block, Crown Industrial Estate, Burton on Trent, Staffordshire DE13 3PG	01/12/2006	30/11/2011	Branston Investments Ltd
The Landscape Group Limited	Princes Close Gardens, Off Stratford Road, Longbridge, Warwick CV34 6RA	01/04/2013	Tenancy at Will; no fixed termination date	Warwick District Council
The Landscape Group Limited	47-48 Rabans Close, Rabans Lane Ind.	16/03/2012	15/03/2019	Aylesbury Vale Estates LLP

# **Leasehold**

<b>Company</b>	<b>Address</b> Area, Aylesbury HP19 8RS	<b>Date of Lease</b>	<b>Lease End Date</b>	<b>Landlord</b>
English Landscapes Maintenance Limited	Unit B1, Mountbatten Business Park, Jackson Close, Portsmouth, Hampshire PO6 1US	21/12/2001	20/12/2016	Store Property Investments Ltd
English Landscapes Maintenance Limited	Depot, Barfield Close, Winchester SO23 9PH	02/12/2013	29/09/2028	Biffa Municipal Limited
Western Landscapes Limited	Unit 13, Broadfields Farm, Chapel Lane, Merston, Isle of Wight PO30 3DA	26/09/2002	31/12/2010	Thomas Smith & Morag Smith t/a Marvel Farms
The Landscape Group Limited	Unit 12, Quarry Way, Waterlip, Shepton Mallet BA4 4RN	01/07/2013	31/10/2027	Andrew Mark Stott, Maria Stott and Pal Trustees Limited
Banyards Limited	Nettletree Farm, Horton Heath, Wimborne, Dorset BH21 7JN	01/01/2003	01/01/2016	Mr K & Mrs C Banyard
The Landscape Group Limited	Unit 3, West Wilts Trading Estate, Westbury, Wiltshire BA13 4JT	01/09/2013	31/08/2020	Legal & General Property Partners (Industrial Fund) Limited and Legal & General Property Partners (Industrial Fund) Nominees Limited
The Landscape Group Limited	First Floor Offices, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry CV5 9AB	23/12/2009	24/12/2019	Watford Way Investments Ltd
The Landscape Group Limited	Upper Floor, Scott-Law House, Lynch Road, Berkeley, Gloucestershire GL13 9TA	19/01/2015	Tenancy at Will; no fixed termination date	Scott-Law Ltd



**Leasehold**

<b>Company</b>	<b>Address</b>	<b>Date of Lease</b>	<b>Lease End Date</b>	<b>Landlord</b>
The Landscape Group Limited	Unit 5, Seager Court, Crockatt Road, Hadleigh IP7 6RD	15/12/2014	31/10/2021	Addison & Byford Ltd

## PART 2

### SHARES

Chargor	Name of company in which shares are held		Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Idverde SAS	Idverde Limited		N/A	Ordinary shares	795,750,000
Idverde Limited	Hare Limited	Bidco	N/A	Ordinary shares	7,976,251
Hare Limited	Bidco	Banyards Limited	N/A	Ordinary shares	100
	Inhoco Limited	4085	N/A	Ordinary shares	100,000
	Western Landscapes Limited		N/A	Ordinary shares	10,000
Inhoco Limited	4085	The Landscape Group Limited	N/A	Ordinary shares	57,357,100
The Landscape Group Limited		English Landscapes Maintenance Limited	N/A	Ordinary shares	1,731,460
		English Landscapes Limited	N/A	Ordinary shares	2,046,504
		English Woodlands Limited	N/A	Ordinary shares	1000

**PART 3**

**SPECIFIC PLANT AND MACHINERY**

None at the date of this Deed

#### **PART 4**

##### **RELEVANT CONTRACTS**

<b>Chargor</b>	<b>Description</b>
The Landscape Group Limited	An agreement for maintenance and waste management services in respect of the Olympic Park dated 12 January 2015 between Cofely Workplace Limited and The Landscape Group Limited
English Landscapes Maintenance Limited	An agreement for grounds maintenance services commencing 2 January 2008 between The Mayor and Burgesses of the London Borough of Bromley and English Landscapes Maintenance Limited.
English Landscapes Maintenance Limited	An agreement for grounds maintenance services commencing 1 October 2011 between East Hampshire District Council and English Landscapes Maintenance Limited.
English Landscape Maintenance Limited	An agreement for services for North Sefton dated 21 April 2006 between The Metropolitan Borough of Sefton and English Landscape Maintenance Limited.
English Landscape Maintenance Limited	An agreement for services for South Sefton dated 25 April 2006 between The Metropolitan Borough of Sefton and English Landscape Maintenance Limited
English Landscape Maintenance Limited	An agreement for services for Sefton Highway dated 18 October 2011 between The Metropolitan Borough of Sefton and English Landscape Maintenance Limited.
The Landscape Group Limited	An agreement for various grounds maintenance services dated 1 November 2012 between Mendip District Council and The Landscape Group Limited
English Landscapes Maintenance Limited	An agreement for grounds maintenance services dated 25 May 2007 between Babergh District Council and English Landscapes Maintenance Limited.
The Landscape Group t/a English Landscapes	An agreement for grounds maintenance for Portsmouth East commencing 1 January 2002 between Portsmouth City Council and The Landscape Group t/a English Landscapes.
English Landscapes Maintenance Limited.	An agreement for park and ground maintenance services dated 13 October 2010 between Basildon Borough Council and English Landscapes Maintenance Limited.

**The Landscape Group**

**An agreement for various grounds maintenance services dated 14 January 2013 between Warwick District Council and The Landscape Group.**

**English Landscapes Maintenance Limited**

**An agreement for landscape and ancillary services dated 21 July 2006 between Dover District Council and English Landscapes Maintenance Limited.**

**Idverde Limited**

**A £1,200,000 intercompany receivable due from Idverde SAS**

**Hare Bidco**

**The Quadron Acquisition Agreement.**

**PART 5**

**SPECIFIC INTELLECTUAL PROPERTY RIGHTS**

None at the date of this Deed

## SIGNATORIES

### The Original Chargors

Executed as a deed by )  
Idverde Limited )  
acting by DOUGLAS GRAHAM, a director )  
in the presence of:

.....  
Director

Witness's Signature

Name ..... N. TEMPLE-HEAD

Address ..... THE DOWNE ARMS

..... LITTLE DRIFFIELD, 4025 SD

Occupation ..... DIRECTOR

Executed as a deed by )  
Hare Bidco Limited )  
acting by DOUGLAS GRAHAM, a director )  
in the presence of

.....  
Director

Witness's Signature

Name ..... N. TEMPLE-HEAD

Address ..... THE DOWNE ARMS

..... LITTLE DRIFFIELD, 4025 SD

Occupation ..... DIRECTOR

Executed as a deed by )  
Inhoco 4085 Ltd )  
acting by DOUGLAS GRAHAM, a director )  
in the presence of

.....  
Director

Witness's Signature

Name ..... N. TEMPLE-HEAD

Address ..... LITTLE DRIFFIELD, 4025 SD

..... LITTLE DRIFFIELD,

Occupation ..... DIRECTOR

Executed as a deed by )  
Banyards Ltd )  
acting by DOUGLAS GAYMAN, a director )  
in the presence of:

.....  
Director

Witness's Signature

Name

..... N. TEMPLE-HEAD

Address

..... THE DOWNE ARMS

..... LITTLE DUFFIELD 4025 STD

Occupation

..... DIRECTOR

Executed as a deed by )  
Western Landscapes Ltd )  
acting by DOUGLAS GAYMAN, a director )  
in the presence of:

.....  
Director

Witness's Signature

Name

..... N. TEMPLE-HEAD

Address

..... THE DOWNE ARMS

..... LITTLE DUFFIELD 4025 STD

Occupation

..... DIRECTOR

Executed as a deed by )  
The Landscape Group Ltd )  
acting by DOUGLAS GAYMAN, a director )  
in the presence of:

.....  
Director

Witness's Signature

Name

..... N. TEMPLE-HEAD

Address

..... THE DOWNE ARMS

..... LITTLE DUFFIELD 4025 STD

Occupation

..... DIRECTOR



Executed as a deed by )  
English Landscapes Ltd )  
acting by ~~DOUGLAS GRAMAM~~, a director )  
in the presence of: [REDACTED]

[REDACTED] .....  
Director

Witness's Signature ... [REDACTED]

Name

N. TEMPLE-HEAD

Address

THE DOVNE ARRI

LITTLE RUFFIELD, WORTS

Occupation

DIRECTOR

Executed as a deed by )  
English Landscapes Maintenance Ltd )  
acting by ~~DOUGLAS GRAMAM~~, a director )  
in the presence of: [REDACTED]

[REDACTED] .....  
Director

Witness's Signature ... [REDACTED]

Name

N. TEMPLE-HEAD  
THE DOVNE ARRI

Address

LITTLE RUFFIELD, WORTS

Occupation

DIRECTOR

Executed as a deed by )  
IDVERDE SAS )  
acting by ~~René~~ *Laurent* a director )  
in the presence of [REDACTED]

.....  
Director [REDACTED] .....

Witness's Signature .. [REDACTED]

Name .. *N. T. P. K. HEAL*

Address .. *THE DOWNTOWN*  
*LITTLE ROCK*

Occupation .. *DIRECTOR*

**The Security Agent**

**HSBC France**

By: 

(SIGNATURE PAGES TO THE CONFIRMATORY SECURITY AGREEMENT)