



Registration of a Charge

Company name: **NAMGRASS UK LIMITED**

Company number: **06949954**



X7LRNXGW

Received for Electronic Filing: **28/12/2018**

Details of Charge

Date of creation: **20/12/2018**

Charge code: **0694 9954 0005**

Persons entitled: **KBC BANK NV**

Brief description: **REAL PROPERTY AND RELATED RIGHTS AS DEFINED IN THE ORIGINAL DEBENTURE. THE SCHEDULED INTELLECTUAL PROPERTY AND ALL OTHER INTELLECTUAL PROPERTY AS DEFINED IN THE ORIGINAL DEBENTURE.**

Contains fixed charge(s).

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

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: **SEBASTIEN MARCELIN-RICE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6949954

Charge code: 0694 9954 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2018 and created by NAMGRASS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th December 2018 .

Given at Companies House, Cardiff on 2nd January 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

**SUPPLEMENTAL DEBENTURE
EXECUTED IN CONNECTION WITH THE AMENDMENT AND
RESTATEMENT OF THE FACILITIES AGREEMENT DATED 31
MAY 2017 BETWEEN, AMONGST OTHERS, SLG INVEST NV
AND KBC BANK NV (AS AMENDED AND RESTATED BY AN
AMENDMENT AND RESTATEMENT AGREEMENT DATED 20
JUNE 2017)**

**SUPPLEMENTAL TO A DEBENTURE GRANTED BY THE
CHARGOR TO THE SECURITY AGENT AND DATED 20 JUNE
2017**

dated

20 December 2018

by

NAMGRASS UK LIMITED
as Chargor

and

KBC BANK NV
as Security Agent

**Baker
McKenzie.**

Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom
www.bakermckenzie.com

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SUPPLEMENTAL DEBENTURE

This supplemental debenture is made by way of a deed on 20 December 2018

Between

1. **Namgrass UK Limited**, a company incorporated in England and Wales with registered number 06949954, as chargor, (the "**Chargor**") in favour of;
2. **KBC BANK NV** acting in its capacity as security agent for each of the Secured Parties on the terms set out in the Amended Intercreditor Agreement (including in its capacity as creditor of the Parallel Debt) (the "**Security Agent**"),

(the "**Supplemental Debenture**").

RECITALS

- A. The Lenders made facilities available to the Borrowers pursuant to the Facilities Agreement.
- B. Pursuant to the Original Security Document, the Chargor created security over the Charged Property in support of the Secured Liabilities.
- C. Amongst others, the Agent, the Security Agent, the existing Lenders, the acceding lenders and the Chargor have agreed to amend the Facilities Agreement pursuant to the terms set out in the Amendment and Restatement Agreement, pursuant to which, amongst other things, the Lenders shall make additional facilities available to the Borrowers.
- D. The Chargor wishes to confirm the existing security created pursuant to the Original Security Document and create new security over the Charged Property in support of the Secured Liabilities.
- E. This Supplemental Debenture is supplemental to the Original Security Document and creates new security on the terms set out herein.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Debenture:

"Amended Facilities Agreement" means the Facilities Agreement as amended and restated pursuant to the Amendment and Restatement Agreement.

"Amended Intercreditor Agreement" means the intercreditor agreement dated 20 June 2017 between, amongst others, the Security Agent, SLG Invest NV and each Senior Lender (as defined therein), as amended and restated by an amendment and restatement agreement dated on or about the date of this Supplemental Debenture between, amongst others, the Security Agent, SLG Invest NV, each Senior Lender (as defined therein) and the Chargor (in the capacity of an existing Guarantor, an existing Debtor and an existing Intra-Group Lender).

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated on or about the date of this Supplemental Debenture between, amongst others, SLG Invest NV, KBC Bank NV as coordinator, agent and security agent, the Chargor (in the capacity of an existing Guarantor, an existing Debtor and an existing Intra-Group Lender) and the financial institutions named therein as Lenders.

"Amendment Date" has the meaning given to that term in the Amendment and Restatement Agreement.

"Facilities Agreement" means the facilities agreement dated 31 May 2017 between, amongst others, the Agent (as defined therein), the Security Agent, SLG Invest NV and each Lender (as defined therein), as amended and restated by an amendment and restatement agreement dated 20 June 2017.

"Original Security Document" means the debenture dated 20 June 2017 between the Chargor and the Security Agent.

"Original Security" means the security created under the Original Security Document.

"Secured Liabilities" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents:

- (a) whether present or future, actual or contingent and whether incurred solely or jointly, whether as principal, as surety or as guarantor or in any other capacity and whether or not that Secured Party shall have been an original party to the relevant transaction;
- (b) as the same may have been, or may from time to time be, amended, novated, replaced, modified, varied, restated, supplemented or extended, including, without limitation, any increase, extension made available under the Debt Documents, any additional facilities, any refinancing of or any restructuring of any kind (in whole or in part) of a facility and/or the addition of any additional Secured Parties;
- (c) including all liabilities owing or incurred by the Chargor (alone or together with others) to the Security Agent as creditor of the Parallel Debt under clause 18.2 (*Parallel Debt*) of the Amended Intercreditor Agreement; and
- (d) including Liabilities owing or incurred by a Debtor (alone or together with one or more Debtors and/or others) to the Security Agent and agent for the other Secured Parties in accordance with clause 18.1 (*Appointment of the Security Agent*) of the Amended Intercreditor Agreement,

which includes, for the avoidance of doubt, the Liabilities of the Debtors to any Secured Party under the Debt Documents as amended pursuant to the Amendment and Restatement Agreement, in each case provided that no moneys, obligations and liabilities will constitute "Secured Liabilities" of the Chargor to the extent that that would constitute unlawful financial assistance within the meaning of Sections 678 or 679 of the Companies Act 2006 or to the extent that this would cause the amount of such "Secured Liabilities" to exceed the amount of all moneys, obligations and liabilities of the Chargor under any Debt Document (in each case as a borrower, a guarantor or otherwise), as limited in accordance with clause 22.12 (*Guarantee limitations - Additional Guarantors*) of the Amended Facilities Agreement (if applicable).

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the Original Security Document, the Amended Facilities Agreement or the Amended Intercreditor Agreement has the same meaning in this Supplemental Debenture or any notice given under or in connection with this Supplemental Debenture.

1.3 Construction

- (a) The rules of construction set out in clause 1.2 (*Construction*) of the Original Security Document shall apply to the construction of this Supplemental Debenture.
- (b) References in this Supplemental Debenture to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Debenture.
- (c) This Supplemental Debenture is a Transaction Security Document, a Debt Document and a Finance Document.

1.4 Third Party Rights

A person who is not a party to this Supplemental Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Debenture.

2. CONFIRMATION OF THE ORIGINAL SECURITY DOCUMENT

The Chargor confirms for the benefit of the Secured Parties that the Original Security and the Original Security Document shall:

- (a) remain in full force and effect, notwithstanding the amendments effected pursuant to the Amendment and Restatement Agreement; and
- (b) continue to secure the Secured Liabilities (as defined in the Original Security Document) under the Debt Documents (including, but not limited to, under the Amended Facilities Agreement) pursuant to the terms of the Original Security Document.

3. SUPPLEMENTAL SECURITY

3.1 Fixed Charges

Subject only to the Original Security and the Existing Security, the Chargor charges with full title guarantee in favour of the Security Agent for the payment and discharge of the Secured Liabilities, by way of fixed charge:

- (a) all Real Property and Related Rights relating thereto;
- (b) the Investments;
- (c) all amounts now or at any time standing to the credit of any Account;
- (d) all Insurance Policies and all Related Rights;
- (e) all of its Scheduled Relevant Contracts and all Related Rights, and all other contracts in which the Chargor has an interest;
- (f) the Scheduled Plant and Equipment, and all other Plant and Equipment;
- (g) the Scheduled Intellectual Property, and all other Intellectual Property;
- (h) all Receivables (other than any Receivables that are otherwise subject to an assignment (at law or in equity) pursuant to this Supplemental Debenture);
- (i) its goodwill;
- (j) its uncalled capital;

- (k) (to the extent constituting assets capable of being charged) the benefit of all Authorisations it holds in relation to its business, undertaking and assets;
- (l) its beneficial interest in any pension fund or plan; and
- (m) in relation to each item of the Charged Property, all its Related Rights.

3.2 Floating Charge

- (a) Subject only to the Existing Security, the Chargor with full title guarantee charges in favour of the Security Agent for the payment and discharge of the Secured Liabilities by way of first floating charge all its business, assets and undertaking that are not effectively charged by way of fixed charge under this Clause 3.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.2 (*Floating Charge*).

3.3 Trust arrangements

- (a) Nothing in this Supplemental Debenture constitutes the Security Agent as an agent, trustee or fiduciary of the Chargor.
- (b) If or to the extent that the charging of any of the Charged Property is prohibited by law or contract the Chargor shall hold that Charged Property on trust for the Security Agent (insofar as not so prohibited) and the validity of any other charge of any other Charged Property shall not be affected.

4. MISCELLANEOUS

4.1 Incorporation of terms

The provisions of clauses 2 (*Covenant to Pay*), 3 (*Provisions applicable to all security created*), 5 (*Crystallisation of the floating charge*), 6 (*The Chargor's undertakings*) (in respect of clauses 6.1 (*Time and manner of performance*), 6.3 (*Negative Pledge*) and 6.6 (*Disposals*) only), 7.1 (*Removal of restrictions*), 9 (*Investments*) (in respect of clauses 9.2 (*Distributions - before security becomes enforceable*) to 9.6 (*Chargee's right to waive voting rights*) (inclusive) only), 10.2 (*Withdrawals from Operating Accounts*), 16 (*Representations and warranties*) (in respect of clause 16.1 (*Creation of Security*) and clause 16.5 (*Repetition*) only), 17 (*Enforcement of Security*), 18 (*Appointment and removal of receivers and administrators*), 19 (*Powers and status of receiver*), 20 (*Application of proceeds*), 21 (*Protection of purchasers*), 22 (*Preservation of security*), 23 (*Further assurance*), 24 (*Consequences of the Chargor's failure to act*), 25 (*Power of attorney*), 26 (*Release of security*), 27 (*Assignments and transfers*), 28 (*Protection of the Secured Parties*), 29 (*Notices*), 30 (*Partial Invalidity*), 31 (*Remedies and waivers*), 32 (*Amendments and waivers*) and 35 (*Jurisdiction*) in each case of the Original Security Document are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that references into those clauses to:

- (a) the "**Facilities Agreement**" are references to the Amended Facilities Agreement;
- (b) the "**Secured Liabilities**" are references to the Secured Liabilities (as defined in this Supplemental Debenture);
- (c) the "**Chargee**" are references to the Security Agent;
- (d) the "**Charged Property**" are references to the assets of the Chargor charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Supplemental Debenture; and

(e) **"this Debenture"** are references to this Supplemental Debenture.

4.2 No merger

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Document shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any security constituted by this Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Debenture.

4.3 Counterparts

This Supplemental Debenture 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 Supplemental Debenture.

5. GOVERNING LAW

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

THIS SUPPLEMENTAL DEBENTURE has been signed on behalf of the Security Agent and executed as a deed by the Chargor and is delivered by it on the date specified above.

EXECUTION PAGES TO SUPPLEMENTAL DEBENTURE

CHARGOR

EXECUTED AS A DEED by

NAMGRASS UK LIMITED

Print Name: John Pennard
Director

/
Print Name: _____
Director

In the presence of
Witness's signature:
Name: Stephanie Van Aardenhove
Address:

THE SECURITY AGENT

SIGNED by duly authorised representatives for and
on behalf of
KBC BANK NV

By:

Name: Fran De Vriendt
Agent Syndicated Loans

Title:

By:

Name: Sander Bernaert
Agent Syndicated Loans

Title: