



Registration of a Charge

Company name: **C.A. BLACKWELL GROUP LIMITED**

Company number: **00664770**



X50T81QI

Received for Electronic Filing: **15/02/2016**

Details of Charge

Date of creation: **04/02/2016**

Charge code: **0066 4770 0008**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME**

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:

PAUL CASTLE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 664770

Charge code: 0066 4770 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2016 and created by C.A. BLACKWELL GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2016 .

Given at Companies House, Cardiff on 16th February 2016

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

Debenture Deed of Accession

This Deed is made on 4 February 2016 between:

- (1) C. A. Blackwell Group Limited, a company incorporated in England and Wales with company number 00664770 and each of the other companies listed in Schedule 1 to this Deed, (together, the "**New Chargors**");
- (2) Hargreaves Services Plc, a company incorporated in England and Wales with company number 04952865, for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "**First Chargor**");
- (3) HSBC Corporate Trustee Company (UK) Limited, in its capacity as trustee for the Secured Parties (the "**Security Agent**"); and
- (4) HSBC Bank plc, in its capacity as agent under the Facilities Agreement (the "**Agent**").

1. INTERPRETATION

- 1.1 In this Deed, the "**Debenture**" means a debenture dated 31 July 2015 made between, amongst others, the First Chargor, each of the other Chargors and the Security Agent as amended, novated, supplemented, extended, or restated, from time to time.
- 1.2 Unless a contrary indication appears:
 - 1.2.1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and
 - 1.2.2 the principles of construction set out or referred to in clause 1.3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed except that references to the Debenture shall be construed as references to this Deed.
- 1.3 No person has any right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed, other than an Enforcement Party, which may do so, or any other person, to the extent that this Deed or any other of the Debt Documents expressly provides for it to do so. No consent of any person who is not a Party is required to rescind or vary this Deed at any time.

2. REPRESENTATIONS

Each New Chargor warrants and represents to the Security Agent that:

- 2.1 it is a wholly owned Subsidiary of the First Chargor or of another member of the Group; and
- 2.2 it has given due consideration to the terms and conditions of the Debt Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the New Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business.

3. AGREEMENT TO ACCEDE

Each New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "**Effective Date**").

4. EFFECT OF ACCESSION

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if each New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date).

We certify this document is a true copy of the original.

Eversheds LLP

Date:
EVERSHEDS LLP

11/2/16

5. SECURITY

5.1 Security over all assets

5.1.1 Each New Chargor grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in clause 3 (*Security*) of the Debenture.

5.1.2 Each New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

5.2 **Specific Security** - Without limiting the generality of Clause 5.1 (*Security over all assets*) or of the Debenture, each New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Security Agent:

5.2.1 by way of first fixed charge, all the Shares listed in Part I (*Shares*) of Schedule 2 to this Deed;

5.2.2 by way of first fixed charge, all the Distribution Rights accruing to or on the Shares listed in Part I (*Shares*) of Schedule 2 to this Deed;

5.2.3 by way of first fixed charge all monies (including interest) from time to time standing to the credit of the Collection Account specified in Part II (*Collection Accounts*) of Schedule 2 to this Deed as such account may be re-designated, re-numbered, substituted or replaced from time to time, and all indebtedness represented by such Collection Account.

5.3 Real Property Restriction

Each New Chargor shall apply to the Land Registrar to enter a restriction in the following terms on the register of the title of its Key Properties at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of HSBC Corporate Trustee Company (UK) Limited as security trustee referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Debt Documents. Each New Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. AGREEMENT AND CONSENT BY CHARGORS

The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed.

7. CONSTRUCTION

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Debenture and this Deed shall be read as one and so that references in the Debenture to "**this Deed**", and similar phrases shall be deemed to include this Deed.

8. THIS DEED

8.1 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 the Deed.

- 8.2 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 8.3 Each New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to the New Chargors and the First Chargor or any other member of the Group on the terms agreed in the Debt Documents.
- 8.4 The Agent and the First Chargor designate this Deed as a Finance Document.
- 8.5 This Deed and every counterpart is the property of the Security Agent.

This Deed is made and delivered as a deed on the date stated above.

Schedule 1**New Chargors**

Name of New Chargor	Registered number	Registered address
C.A. Blackwell Group Limited	00664770	The Works Coggeshall Road, Earls Colne, Colchester, Essex, CO6 2JX
C.A. Blackwell (Contracts) Limited	00570590	Coggeshall Road, Earls Colne, Essex, CO6 2JX
HBR Limited	04337599	Coggeshall Road, Earls Colne, Colchester, Essex, CO6 2JX
Geofirma Soils Engineering Limited	03253067	Coggeshall Road, Earls Colne, Colchester, CO6 2JX

Schedule 2

Part I – Shares

	Name of owning Chargor		Name of Subsidiary or other company		Company Number	Number and Class of Shares (and where held by nominees, names of nominees)
1.	C.A.	Blackwell Group Limited	C.A.	Blackwell (Contracts) Limited	00570590	3,584,000 ordinary shares of £0.25 each
2.	C.A.	Blackwell (Contracts) Limited	HBR Limited		04337599	50,000 ordinary shares of £1 each
3.	C.A.	Blackwell (Contracts) Limited	Geofirma Engineering Limited	Soils	03253067	19,500 ordinary shares of £1 each
4.	C.A.	Blackwell (Contracts) Limited	Renaissance Land Regeneration Limited		05019301	142,500 ordinary shares of £1 each

Part II – Collection Accounts

BBF Borrower	Currency	Account number	Sort code/IBAN reference
C.A. Blackwell (Contracts) Limited	As notified by the Security Agent to C.A. Blackwell (Contracts) Limited		
C.A. Blackwell Group Limited	As notified by the Security Agent to C.A. Blackwell Group Limited		
HBR Limited	As notified by the Security Agent to HBR Limited		
Geofirma Soils Engineering Limited	As notified by the Security Agent to Geofirma Soils Engineering Limited		


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Signature of Director

Name of Director

Signature of witness

Name of witness

Address of witness

GAYLE MULVANEYCLIFFE HOUSECLIFF ROADSUNDERLANDTREASURER

Occupation of witness

Address for notices: West Terrace, Esh Winning, Durham, DH7 9PT

Attention: Gayle Mulvaney

Fax: 0191 373 3777


(s) Limited

Signature of Director

Name of Director

Signature of witness

Name of witness

Address of witness

GAYLE MULVANEYCLIFFE HOUSECLIFF ROADSUNDERLANDTREASURER

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Signature of Director

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Signature of witness

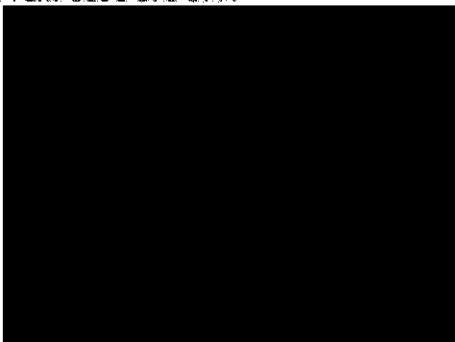
Name of witness

Address of witness

GAYLE MULVANEYCLIFFE HOUSECLIFF ROADSUNDERLANDTREASURER

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Signature of Director

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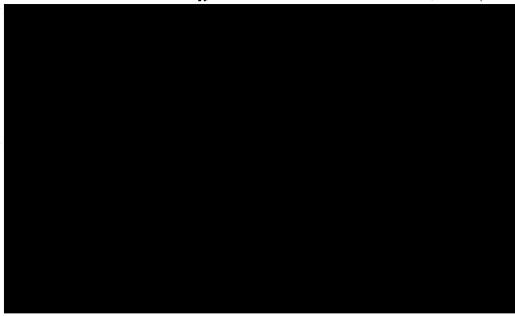
Address of witness

GAYLE MULVANEYCLIFFE HOUSECLIFF ROADSUNDERLANDTREASURER

Occupation of witness

Address for notices: West Terrace, Esh Winning, Durham, DH7 9PT
Attention: Gayle Mulvaney
Fax: 0191 373 3777

The First Chargor



Signature of Director

Name of Director

Signature of witness

Name of witness

Address of witness

GAYLE MULVANEY

CLIFFE HOUSE

CLIFF ROAD

SUNDERLAND

TREASURER

Occupation of witness

Address for notices: West Terrace, Esh Winning, Durham, DH7 9PT
Attention: Gayle Mulvaney
Fax: 0191 373 3777

The Security Agent

Signed for and on behalf of **HSBC Corporate Trustee Company (UK) Limited**

By:

Address: HSBC Corporate Trustee Company (UK) Limited, 8 Canada Square, London E14 5HQ

Fax: +44(0) 20 7991 4351

Attention: CTLA Trustee Services Administration

HSBC Bank plc

By:

Address: HSBC Bank plc, Corporate Trust & Loan Agency, Level 27, 8 Canada Square, London, E14 5HQ

Fax: +44(0) 20 7991 4347

Attention: Loan Agency Operations