Companies House

MR01(ef)

Registration of a Charge

Company name: **INTER MEDIATE GROUP LIMITED**

Company number: **02323506**

X5FIDV1S

Received for Electronic Filing: **14/09/2016**

Details of Charge

Date of creation: **14/09/2016**

Charge code: **0232 3506 0021**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

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: **ELAINE MCPHERSON**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2323506

Charge code: 0232 3506 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2016 and created by INTER MEDIATE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2016 .

Given at Companies House, Cardiff on 15th September 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

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

THIS DEED OF ADMISSION is made the ..14th.. day of ..September 2016..

BETWEEN:

(1) **THE SEVERAL COMPANIES** specified in Part I of the schedule hereto (the "**Existing Companies**");

(2) **THE COMPANIES** specified in Part II of the schedule hereto (the "**Further Companies** "); and

(3) **LLOYDS BANK plc** (the "**Bank**")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 18th July 2002 and made between the Existing Companies named in Part I of the schedule (1) and the Bank (2) as supplemented by deeds dated 10th September 2003, 5th September 2012 and 13th September 2013 (the said Omnibus Guarantee & Set-Off Agreement as so supplemented is hereinafter referred to as the "**Principal Deed**")

NOW THIS DEED WITNESSETH as follows:

1. In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.

2. The parties hereto hereby agree that each Further Company shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):

2.1 each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand:

2.1.1 all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by any one or more of the Existing Companies anywhere in any manner whatsoever without limitation whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law including:

(a) in the case of the liquidation, administration or dissolution of any such Existing Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

(b) in the event of the discontinuance by any means of the Guarantee in respect of any Existing Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company; and

2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Further Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand:

2.2.1 all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by the Further Companies anywhere in any manner whatsoever without limitation whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law including:

(a) in the case of the liquidation, administration or dissolution of each Further Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by the Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

(b) in the event of the discontinuance by any means of the Guarantee in respect of each Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of each Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of the Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for each Further Company;

2.2.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Further Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

2.2.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or the Further Companies or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2.2.2 above on each such sum from the date that the same was incurred or fell,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

2.2.4 each Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to each Further Company or the Existing Companies or any of them:

(a) combine or consolidate all or any of the Accounts with all or any of the Principals Liabilities; and

(b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals Liabilities;

2.2.5 each Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of the Secured Obligations.

3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 22 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if each Further Company had been one of the Companies parties to the Principal Deed.

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 18th July 2002 appointing any two Directors or a Director and the Company Secretary for this purpose in accordance with section 74(4) of the Law of Property Act 1925 or applicable law of any jurisdiction and all other powers thereto enabling it.

The Schedule

Part I - The Existing Companies

Name	Company Number	Registered Office
Inter Rested Limited	03666295	C/O Enertech Limited Ten Acres Berry Hill Industrial Estate Droitwich Worcestershire WR9 9BP
Enertech Group Limited (formerly Enertech Limited)	02458676	C/O Enertech Limited Ten Acres Berry Hill Industrial Estate Droitwich Worcestershire WR9 9BP
Enertech Limited (formerly Nu-Way Limited)	00299044	Enertech Limited Ten Acres Berry Hill Industrial Estate Droitwich Worcestershire WR9 9BP
Inter Mediate Group Limited	02323506	C/O Enertech Limited Ten Acres Berry Hill Industrial Estate Droitwich Worcestershire WR9 9BP
Nu-Way Energy Limited (formerly The Northampton Machinery Group Limited)	00092181	C/O Enertech Limited Ten Acres Berry Hill Industrial Estate Droitwich Worcestershire WR9 9BP
Llangoed Limited	08101288	C/O Enertech Limited Ten Acres Berry Hill Industrial Estate Droitwich Worcestershire WR9 9BP
Sudbury House Limited	08436236	C/O Enertech Limited Ten Acres Berry Hill Industrial Estate Droitwich Worcestershire WR9 9BP

Part II - The Further Companies

Name	Company Number	Registered Office
Hawkstone Park Limited	04359014	C/O Enertech Limited Ten Acres Berry Hill Industrial Estate Droitwich Worcestershire WR9 9BP
Interesting Poets House Limited	04069579	C/O Enertech Limited Ten Acres Berry Hill Industrial Estate Droitwich Worcestershire WR9 9BP
The Swan@Hay Limited	09586509	C/O Enertech Limited Ten Acres Berry Hill Industrial Estate Droitwich Worcestershire WR9 9BP

SIGNED as a deed by Hawkstone Park Limited acting by its:

ROGER FREDERIC HANCOX (insert full name)
Director
[redacted] (signature)

NICHOLAS JOHN ANTON (insert full name)
Director/~~Secretary~~*
[redacted] (signature)

in the presence of
Witness: E A SNAPE (name)
[redacted] (signature)

Address: [redacted]

Occupation: PERSONNEL MANAGER

SIGNED as a deed by Interesting Poets House Limited acting by its:

ROGER FREDERIC HANCOX (insert full name)
Director
[redacted] (signature)

NICHOLAS JOHN ANTON (insert full name)
Director/Secretary*
[redacted] (signature)

in the presence of
Witness: E. A. SNAPE (name)
[redacted] (signature)

Address: AS ABOVE
"
"

Occupation: "

SIGNED as a deed by The Swan@Hay Limited acting by its:

ROGER FREDERIC HANCOX (insert full name)
Director
[redacted] (signature)

NICHOLAS JOHN ANTON (insert full name)
Director/~~Secretary~~*
[redacted] (signature)

in the presence of
Witness: E. A. SNAPE (name)
[redacted] (signature)

Address: AS ABOVE
"
"

Occupation: "

SIGNED as a deed by Inter Rested Limited acting by its:

ROGER FREDERIC HANCOX.........(insert full name)
Director

[redacted]..........(signature)

DIANA M HANCOX.....(insert full name)
Director/Secretary*

[redacted](signature)

in the presence of
Witness: NICHOLAS JOHN ANTONY(name)

........[redacted]........(signature)

Address: [redacted]

Occupation: DIRECTOR..........................

SIGNED as a deed by the Existing Companies other than Inter Rested Limited acting by Inter Rested Limited their duly authorised attorney acting by its:

ROGER FREDERIC HANCOX.........(insert full name)
Director

[redacted](signature)

DIANA M HANCOX.....(insert full name)
Director/Secretary*

[redacted](signature)

in the presence of
Witness: NICHOLAS JOHN ANTONY....(name)

......[redacted].....(signature)

Address: [redacted]

Occupation: DIRECTOR..........................

* Delete as applicable.