



**Registration of a Charge**

Company name: **HARGREAVES PENSION COMPANY LIMITED**

Company number: **10793154**



X98T8NXL

Received for Electronic Filing: **07/07/2020**

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**Details of Charge**

Date of creation: **23/06/2020**

Charge code: **1079 3154 0004**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **KAREN BOYD**



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

Company number: 10793154

Charge code: 1079 3154 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2020 and created by HARGREAVES PENSION COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th July 2020 .

Given at Companies House, Cardiff on 8th July 2020

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

To be presented for registration at Companies House  
within 21 days of dating against all the companies and limited liability  
partnerships (both "Existing" and "Further") which are a party to this document.

THIS DEED OF ACCESSION is made the 23 day of NOV 2020

**BETWEEN:**

- (1) **THE SEVERAL COMPANIES AND/OR LIMITED LIABILITY PARTNERSHIPS** specified in Part I of the schedule hereto (the "**Existing Companies**");
- (2) **THE COMPANY** specified in Part II of the schedule hereto (the "**Further Company**"); and
- (3) **LLOYDS BANK plc** (the "**Bank**")

**SUPPLEMENTAL** to an Omnibus Guarantee & Set-Off Agreement dated 5<sup>th</sup> October 2018 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement 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 the 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 the Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:
    - 2.1.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies to the Bank anywhere or for which any one or more of the Existing Companies may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) 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, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
      - (a) in the case of the liquidation, administration or dissolution of any such Existing Company all money and liabilities (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 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;

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 Company 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 preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and 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 the 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 in the currency or respective currencies thereof on demand by the Bank:

2.2.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by the Further Company to the Bank anywhere or for which the Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) 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, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):

(a) in the case of the liquidation, administration or dissolution of the Further Company, all money and liabilities (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 of the Guarantee in respect of the 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 the 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 the 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 Company 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 Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and 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 due,

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;

- 2.3 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other 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 the Further Company, 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;
- 2.4 the Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all 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 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if the Further Company had been one of the Companies parties to the Principal Deed.
4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Company 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 4<sup>th</sup> October 2018.

## The Schedule

### Part I - The Existing Companies

| <u>Name</u>                                   | <u>Registered Number</u> | <u>Registered Office</u>                                                    |
|-----------------------------------------------|--------------------------|-----------------------------------------------------------------------------|
| Hargreaves Services Plc                       | 04952865                 | West Terrace<br>Esh Winning<br>Durham<br>Durham<br>DH7 9PT                  |
| Hargreaves Industrial Services Limited        | 02307132                 | Hargreaves Services Plc<br>West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT |
| Hargreaves Pension Company Limited            | 10793154                 | West Terrace<br>Esh Winning<br>Durham<br>United Kingdom<br>DH7 9PT          |
| Hargreaves (UK) Limited                       | 04140051                 | West Terrace<br>Esh Winning<br>Durham<br>County Durham<br>DH7 9PT           |
| Monckton Coke & Chemical Company Limited(The) | 00070960                 | West Terrace<br>Esh Winning<br>Durham<br>County Durham<br>DH7 9PT           |
| Rocpower Limited                              | 06447556                 | West Terrace<br>Esh Winning<br>Durham<br>County Durham<br>DH7 9PT           |
| Hargreaves (UK) Services Limited              | 03735251                 | West Terrace Esh Winning<br>Durham<br>DH7 9PT                               |
| Maltby Colliery Limited                       | 06057412                 | West Terrace<br>Esh Winning<br>Durham<br>County Durham<br>DH7 9PT           |
| Forward Sound Limited                         | 06723693                 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT                            |

|                                          |          |                                                                    |
|------------------------------------------|----------|--------------------------------------------------------------------|
| Hargreaves Land Limited                  | 07813088 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT                   |
| Hargreaves Services (Westfield) Limited  | 08587036 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT                   |
| Hargreaves Services (Blindwells) Limited | 08587087 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT                   |
| Geofirma Soils Engineering Limited       | 03253067 | West Terrace<br>Esh Winning<br>Durham<br>England<br>DH7 9PT        |
| C. A. BLACKWELL (CONTRACTS)<br>LIMITED   | 00570590 | West Terrace<br>Esh Winning<br>Durham<br>England<br>DH7 9PT        |
| C.A. Blackwell Group Limited             | 00664770 | West Terrace<br>Esh Winning<br>Durham<br>England<br>DH7 9PT        |
| HBR Limited                              | 04337599 | West Terrace<br>Esh Winning<br>Durham<br>England<br>DH7 9PT        |
| Hargreaves Maltby Limited                | 08258952 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT                   |
| Hargreaves Property Ventures Limited     | 10953526 | West Terrace<br>Esh Winning<br>Durham<br>United Kingdom<br>DH7 9PT |
| OCCW (House of Water) Limited            | 08588387 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT                   |
| OCCW (St Ninians) Limited                | 08588403 | West Terrace<br>Esh Winning                                        |

|                             |          |                                                  |
|-----------------------------|----------|--------------------------------------------------|
|                             |          | Durham<br>DH7 9PT                                |
| OCCW (Netherton) Limited    | 08382379 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT |
| OCCW (Dunstanville) Limited | 08382384 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT |
| OCCW (Damside) Limited      | 08588508 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT |
| OCCW (Chalmerston) Limited  | 08588284 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT |
| OCCW (Broken Cross) Limited | 08588368 | West Terrace<br>Esh Winning<br>Durham<br>DH7 9PT |

#### **Part II - The Further Company**

| <u>Name</u>                   | <u>Registered Number</u> | <u>Registered Office</u>                                           |
|-------------------------------|--------------------------|--------------------------------------------------------------------|
| Blackwell Earthmoving Limited | 12460131                 | West Terrace<br>Esh Winning<br>Durham<br>United Kingdom<br>DH7 9PT |



EXECUTED as a deed by **Blackwell Earthmoving Limited** acting by its:

GORDON BANHAM.....(insert full name)

Director

.....(signature)

PATRICK KEMP.....(insert full name)

Director/Secretary\*

.....(signature)

in the presence of

Witness:

GAILE MULVANEY..... (name)

.....(signature)

Address:

Occupation:

EXECUTED as a deed by **Hargreaves Services Plc** acting by its:

GORDON BANHAM.....(insert full name)

Director

.....(signature)

JOHN SAMUEL.....(insert full name)

Director/Secretary\*

.....(signature)

in the presence of

Witness:

GAILE MULVANEY..... (name)

.....(signature)

Address:

Occupation:

EXECUTED as a deed by the Existing Companies other than **Hargreaves Services Plc** acting by **Hargreaves Services Plc** their duly authorised attorney acting by its:

GORDON BANHAM.....(insert full name)

Director

.....(signature)

JOHN SAMUEL.....(insert full name)

Director/Secretary\*

.....(signature)

in the presence of

Witness:

GAILE MULVANEY..... (name)

.....(signature)

Address:

Occupation:

\* Delete as applicable.