



**Registration of a Charge**

Company Name: **OMEGA PROTEINS LIMITED**

Company Number: **03868711**



XBYAOM75

Received for filing in Electronic Format on the: **28/02/2023**

**Details of Charge**

Date of creation: **22/02/2023**

Charge code: **0386 8711 0020**

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: **PINSENT MASONS LLP**



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

Company number: 3868711

Charge code: 0386 8711 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2023 and created by OMEGA PROTEINS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2023 .

Given at Companies House, Cardiff on 1st March 2023

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**

THIS DEED OF ADMISSION is made the 22 day of February 2023

**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 18 December 2008 and made between the (1) Existing Companies named in Part I of the schedule hereto and (2) the Bank (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 Companies 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 Companies hereby covenant with and guarantee to the Bank to pay or discharge to the Bank on demand:
  - 2.2 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:
    - 2.2.1 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
    - 2.2.2 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
    - 2.2.3 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

- 2.2.4 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 endeavoring to enforce payment of such money and liabilities whether by any Existing Company or 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 3.1.2 above on each such sum from the date that the same was incurred or fell due.

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

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

- 2.3.1 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 either of the Further Companies, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by the Further Companies 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 the Further Companies, 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 Companies 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 Companies 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 Companies;

- 2.3.2 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

- 2.3.3 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 endeavoring 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 4.1.3 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;

3. The Further Companies 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 the Further Companies or the Existing Companies or any of them:
- 3.1 combine or consolidate all or any of the Accounts with all or any of the Principals Liabilities; and
- 3.2 set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals Liabilities;
4. The Further Companies 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.
5. Each Further Company irrevocably and unconditionally waives and abandons any and all rights or entitlement which it has or may have under the existing or future laws of Jersey, whether by virtue of the customary law rights of droit de discussion or otherwise, to require that recourse be had to the assets of any Existing Company or any other person before any claim is enforced against it in respect of its obligations under the Principal Deed or this deed.
6. Each Further Company irrevocably and unconditionally waives and abandons any and all rights or entitlement which it has or may have under the existing or future laws of Jersey, whether by virtue of the customary law rights of droit de division or otherwise, to require that any liability under the guarantee contained under the Principal Deed or this deed be divided or apportioned with any other person or reduced in any manner.
7. 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 the Further Companies 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 18 December 2018 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
Leo Group Limited	04266877	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
ALBA Proteins Limited	SC162893	Racks Collin Dumfries Dumfriesshire DG1 4PU
ALBA Proteins Penrith Limited	05768239	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Bell Truck Sales Limited	01125690	Bellway Ind Estate Whitley Rd Longbenton Newcastle Upon Tyne NE12 9SW
Bell Trucks (Holdings) Limited	05900590	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
BLS Commercials Limited	11345028	Bellway Industrial Estate Whitley Road Longbenton Newcastle Upon Tyne Tyne & Wear United Kingdom NE12 9SW
DS Developing Limited	04938217	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Envirowaste Services Limited	03776437	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Food2Energy Limited	06678169	Swalesmoor Road Halifax West Yorkshire HX3 6UF
Halifax Sheet Metal & Ventilation Limited	02767161	Swalesmoor Farm Swales Moor Road

		Halifax HX3 6UF
Indigo Corporation Limited	05193469	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Leo Aviation Limited	10184154	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Leo Group Holdings Limited	10792118	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Leo Sawrij Limited	01304686	Swalesmoor Rd Boothtown Halifax HX3 6UF
Mountain Air Services Limited	05211762	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Omega Proteins Limited	03868711	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Polygon Public House Limited	11092248	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Power Developments Limited	06723112	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Robinson Mitchell Limited	03745658	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Scot Proteins Limited	SC225718	The Knackery South Cottown Kintore Inverurie Aberdeenshire AB51 0XR
Shibden Estate Company Limited	04201309	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF

The Haulage (Holdings) Organisation Limited	07673806	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Thornton Meat Company Limited	04650846	Swalesmoor Farm Swales Moor Road Halifax HX3 6UF
Leo Group Holdings Midco Limited	128996	11 Bath Street, St Helier, Jersey, JE4 8UT

**Part II - The Further Companies**

<b>Name</b>	<b>Company Number</b>	<b>Registered Office</b>
Leo Group Family Holdings Limited	128997	11 Bath Street, St Helier, Jersey, JE4 8UT



**EXECUTION PAGE**

Executed as a Deed by  
**Leo Group Family Holdings Limited** acting by

Darren Richard Marr

Full Name (Director)

DocuSigned by:

1A8E6A2942034A6...

Signature of Director

Danny Sawrij

Full Name (Director/Secretary)

DocuSigned by:

2054509EA822477...

Signature of Director/Secretary

Executed as a Deed by the Existing Companies  
other than **Leo Group Holdings Midco Limited**  
acting by **Leo Group Holdings Midco Limited**  
their duly authorised attorney acting by its:

Darren Richard Marr

Full Name (Director)

DocuSigned by:

1A8E6A2942034A6...

Signature of Director

in the presence of:-

Deborah Lawson

Full Name (Witness)

Address

DocuSigned by:

ECDA8C2E7C8D48B...

Signature of Witness

Executed as a Deed by  
**Leo Group Holdings Midco Limited** acting by

Darren Richard Marr

Full Name (Director)

in the presence of:-

Deborah Lawson

Full Name (Witness)

Address

DocuSigned by:

1ABE6A2942004A6...

Signature of Director

DocuSigned by:

ECD4BC2E7C6D49B...

Signature of Witness

Executed as a Deed by  
**Lloyds Bank plc** acting by

Iain Brown

Full Name (authorised signatory)

DocuSigned by:



0E6AAD99FC554E8...

Signature of authorised signatory

in the presence of:

Roxanne Martin

Full Name (Witness)



Address

DocuSigned by:



4C9DF6F95DBF484...

Signature of Witness