



Registration of a Charge

Company Name: **HYDROCK HOLDINGS LIMITED**

Company Number: **11000495**



XC97PQGZ

Received for filing in Electronic Format on the: **04/08/2023**

Details of Charge

Date of creation: **03/08/2023**

Charge code: **1100 0495 0012**

Persons entitled: **SANTANDER UK PLC AS SECURITY AGENT**

Brief description:

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: **WE 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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11000495

Charge code: 1100 0495 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2023 and created by HYDROCK HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2023 .

Given at Companies House, Cardiff on 7th August 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**

Dated this 03 August 2023

Signed **Supplemental Debenture**Osborne Clarke LLP
One London Wall
London
EC2Y 5EB**This Supplemental Debenture** is made on

3 August 2023

Between:

- (1) **Hydrock Holdings Limited** (company number 11000495) whose registered office is at Over Court Barns Over Lane, Almondsbury, Bristol, United Kingdom, BS32 4DF (the "**Chargor**"); and
- (2) **Santander UK plc** as agent and trustee for the Secured Parties (the "**Security Agent**").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargor has acquired interests in additional assets and has agreed to enter into this Supplemental Debenture to create security over such assets.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Supplemental Debenture witnesses as follows:**1 Definitions and interpretation****1.1 Definitions**

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"3T Shares" means:

- (a) the shares described in the Schedule (*Shares*), as the same may be re-designated from time to time;
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

"Assigned Contract" means the sale and purchase agreement relating to the sale and purchase of the entire issued share capital of 3T Safety Consultants Limited entered into on or around the date of this Deed between (1) the Chargor (as buyer) and (2) the persons named therein as Sellers (as sellers).

"Original Debenture" means the debenture made between amongst others (1) the Chargor and (2) the Security Agent dated 11 August 2022.

1.2 Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) and sub-clause 1.4 (*Third party rights*) of the Facilities Agreement apply to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "**this Agreement**" being deemed to be a reference to "**this Supplemental Debenture**", subject to any necessary changes.

(b) Any references to the Security Agent or any Receiver shall include its Delegate.

1.3 ***Law of Property (Miscellaneous Provisions) Act 1989***

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.4 ***Implied covenants for title***

The obligations of the Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 ***Effect as a deed***

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.6 ***Trusts***

- (a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 17.1 (*The Security Agent*) of the Intercreditor Agreement.
- (b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2 **Security Assets**

2.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture, the Chargor, as security for the payment of the Secured Liabilities:

- (a) charges in favour of the Security Agent, with full title guarantee by way of first fixed charge the 3T Shares; and
- (b) assigns, by way of security, with full title guarantee to the Security Agent all its right, title and interest in the Assigned Contract.

3 **Incorporation**

The provisions of clause 2 (*Covenant to pay*) and clauses 4 (*Nature of Security*) to 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "**this Deed**" in the Original Debenture are to be construed as references to "**this Supplemental Debenture**".

4 **Continuation**

4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.

4.2 The Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.

4.3 References in the Original Debenture to **"this Deed"** and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.

4.4 This Supplemental Debenture is designated as a Finance Document.

5 **Governing law**

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

6 **Jurisdiction**

6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a **"Dispute"**).

6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

6.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

Schedule**Shares**

Chargor	Issuer of shares	Number and class of shares	Details of nominees (if any) holding legal title to shares
Hydrock Holdings Limited	3T Safety Consultants Limited	39 ordinary shares of £1.00 each	N/A

Signatures to the Supplemental Debenture

The Chargor

Executed as a deed by

Hydrock Holdings Limited

acting by a director

in the presence of:

Director

I confirm that I was physically present when Mike Yiannis signed this deed

Signature of witness:

Name: **zoe Michael**

Address:

Occupation: **Banker**

Notice details

Address: Over Court Barns Over Lane, Almondsbury, Bristol, United Kingdom, BS32 4DF

Email: mikeyiannis@hydrock.com

Attention: Mike Yiannis

The Security Agent

Signed by _____
authorised signatory
for and on behalf of
Santander UK plc

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)

Notice Details

Address: Santander UK plc, Alaska House, Atlantic Park, Dunning Bridge Road, Liverpool,
L30 4AB

Attention: Olivia Hines