



Registration of a Charge

Company Name: **ANDREW INDUSTRIES LIMITED**

Company Number: **00188896**



XCU0XVW8

Received for filing in Electronic Format on the: **04/01/2024**

Details of Charge

Date of creation: **14/12/2023**

Charge code: **0018 8896 0004**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **A MORTGAGE OF SHARES**

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: **RICHARD J COLLINS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 188896

Charge code: 0018 8896 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2023 and created by ANDREW INDUSTRIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2024 .

Given at Companies House, Cardiff on 5th January 2024

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**

MORTGAGE OF SHARES

Dated 14 DEC 2023 20

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT

Key Mortgage Details	
You/Your	Andrew Industries Limited with registered number 00188896
Us/We	HSBC UK Bank plc, or another entity that it transfers its rights and/or obligations under this Mortgage to.
Company	BMP Technologies Malaysia SDN. BHD. Incorporated in Malaysia
Your assets that are secured	By entering into this Mortgage you are giving us security over shares in each Company.
Your obligations to us that are secured	You give us security under this Mortgage for the payment of any amounts owed by you to us whether now or in the future and whether owed jointly or severally (the 'Debt').

Bank Reference: SC7006471435



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1. MEANING OF CERTAIN WORDS

1.1 The definitions in the Key Mortgage Details table apply to the rest of this Mortgage.

1.2 In this Mortgage:

1.2.1 a person includes a body corporate;

1.2.2 when we use the singular, that includes the plural and vice versa;

1.2.3 when we refer to a statute or section of a statute, that includes any modification or re-enactment of that statute;

1.2.4 a reference to the word 'including' or 'includes' means 'including without limitation';

1.2.5 when we use the term 'this Mortgage' we mean this mortgage over shares;

1.2.6 when we use the term 'Distribution Rights' we mean all dividends, interest and other distributions in respect of the Shares and the right to receive them.

1.2.7 when we use the term 'Shares' we mean all shares in a Company you own legally or beneficially at any time including those specified in the schedule to this Mortgage and all rights in respect of such shares other than Distribution Rights;

1.2.8 when we use the term 'HSBC Group' we mean HSBC Holdings plc, its subsidiaries (having the meaning in section 1159 of the Companies Act 2006) and any associated and/or affiliated companies;

1.2.9 when we use the term 'LLP' we mean a limited liability partnership under the Limited Liability Partnerships Act 2000; and

1.2.10 if there is more than one of you, your liabilities to us in this Mortgage will be joint and several.

2. IF YOU ARE A PARTNERSHIP OR TRUSTEES OF A TRUST

All partners or trustees from time to time shall be jointly and severally liable under the Mortgage where you are a partnership or trust and it includes all partners or trustees, even if the constitution or name changes, you amalgamate or the partners or trustees change for any reason.

3. WHAT YOU AGREE TO PAY US

3.1 You will pay us, on demand, the Debt.

3.2 The Debt does not include any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.

3.3 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

4. THE SECURITY YOU GIVE US

4.1 You give us, with full title guarantee, and as continuing security for the payment of the Debt a mortgage over all your present and future right, title and interest in or to:

(a) Shares; and

(b) Distribution Rights.



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4.2 You will hold any Shares or Distribution Rights on trust for us if the security over them is ineffective.

5. WHAT YOU AGREE NOT TO DO

5.1 You will not:

- 5.1.1 create or allow any type of security to exist over the Shares or Distribution Rights except any created in our favour or any expressly permitted in any other agreement between you and us;
- 5.1.2 dispose of or transfer any of the Shares or Distributions Rights;
- 5.1.3 permit any person other than you or us to be registered as holder of any Shares;
- 5.1.4 permit a variation of any rights attaching to any of the Shares, other than with our prior written consent;
- 5.1.5 take or permit any action to be taken which might result in the issue of further Shares of a Company, other than with our prior written consent.

6. YOUR OBLIGATIONS TO US

6.1 Whilst this Mortgage is in place you will:

- 6.1.1 make all payments in respect of the Shares when due (or where we own the Shares, pay to us on demand the amounts we require to make such payments).
- 6.1.2 tell us if you receive any notice in respect of any Shares or a Company and comply with it.
- 6.1.3 if we ask you, provide us with a copy of any notice, report, accounts and circulars in respect of any Shares or Distribution Rights.
- 6.1.4 without prejudice to your obligation in clause 7.2.2 tell us if any Shares are in, or are converted into, uncertificated form, act on our instructions in respect of such Shares and transfer them to an escrow account which has us as escrow agent or another person approved by us in writing.
- 6.1.5 deposit with us the original share certificate(s), showing you own the Shares, the signed undated transfers which we can complete and date when this Mortgage becomes enforceable to transfer all or any of the Shares to us or a nominee approved by us, the certified true copy of the board of directors' and member resolutions of the Company authorising the mortgage/charge of the Shares, the transfer and registration of all or any of the Shares to us or our nominee or to purchaser(s)/transferee(s) pursuant to this Mortgage, the latest Audited Financial Reports of the Company and any other document(s) required for the transfer of the Shares.
- 6.1.6 if we ask you, fully co-operate with us and do what we reasonably ask you to do:
 - (a) in connection with:
 - (i) any interest conferred or intended to be conferred on us by; or
 - (ii) any of our rights, powers or remedies under, this Mortgage.
 - (b) to create, perfect or protect any security intended to be created by this Mortgage;
 - (c) to enable us to sell or dispose of any Shares or Distribution Rights.
- 6.1.7 bear all costs and expenses (including stamp duties) in respect of the transfer of all or any of the Shares in our favour or in favour of a nominee approved by us.



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7. **DISTRIBUTION RIGHTS AND VOTING RIGHTS**

7.1 You must, if we ask you, at any time after this Mortgage becomes enforceable:

7.1.1 pay to us all monies you receive in respect of Distribution Rights

7.1.2 exercise voting and other rights attached to the Shares as we tell you

7.2 You may exercise voting and other rights attached to the Shares as you wish prior to us asking you to comply with clause 7.1.2 other than in a way which may:

7.2.1 change the terms of issue of any Shares or Distribution Rights

7.2.2 convert any Shares into uncertificated form

7.2.3 adversely affect the value of the security created under this Mortgage or any Shares or our ability to enforce our rights relating to any Shares or Distribution Rights

8. **WHEN WE CAN ENFORCE THIS MORTGAGE**

8.1 This Mortgage will become enforceable if any of these events occur:

8.1.1 any of the Debt is not paid or discharged when due;

8.1.2 you breach any of your obligations under this Mortgage;

8.1.3 you enter into, or seek to propose, any composition or voluntary arrangement with creditors or scheme of arrangement of, or restructuring plan relating to, your affairs;

8.1.4 you are unable, or admit to being unable, to pay debts as they fall due or suspend, or threaten to suspend, payment of debts;

8.1.5 an act, whether by you or another person, which either amounts to, or could directly result in, a formal step being taken for a moratorium and/or the receivership, administration, bankruptcy, liquidation, dissolution, sequestration or analogous proceedings of, or in respect of, you ;

8.1.6 any action is taken or any court order is made which adversely affects any of the Shares or Distribution Rights

8.1.7 any event jeopardises all or any part of the security created by this Mortgage;

8.1.8 any other guarantee or security in favour of any member of the HSBC Group in respect of the Debt or any Shares or Distribution Rights becomes enforceable.

8.1.9 any other event occurs which has been agreed by you and us as an event which makes this Mortgage enforceable.

9. **OUR RIGHT OF APPROPRIATION**

9.1 If the security created by this Mortgage is a "security financial collateral arrangement" and the assets secured by this Mortgage (the '**Secured Assets**') are "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (the '**Regulations**'), we will have the right at any time after this Mortgage becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Debt.

The value of the appropriated Secured Assets will be, if cash, the amount of cash appropriated and, if another type of security, determined by us by reference to any publicly available market price or by such other means as we (acting reasonably) may decide. You agree that any such determination by us will constitute a commercially reasonable valuation for the purposes of the Regulations.

10. **OUR RIGHT TO APPOINT A RECEIVER**



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- 10.1 We may appoint one or more persons to be a receiver of any Shares or Distribution Rights if you ask us to or at any time after this Mortgage becomes enforceable.
- 10.2 We may remove any person appointed to be a receiver under this Mortgage and, if we want to, appoint a replacement receiver.
- 10.3 If there is more than one receiver at the same time, each of them will be separately entitled to exercise all the powers conferred on a receiver, unless the document appointing them confirms otherwise.
- 10.4 Any receiver will be your agent and you will be responsible for his acts, defaults and remuneration at such rate as we agree with the receiver without the restriction in section 109(6) of the Law of Property Act 1925.
- 11. NO LIABILITY AS MORTGAGEE IN POSSESSION**
- 11.1 We will not, and no receiver will, be liable to account as mortgagee in possession in respect of all or any of the Shares or Distribution Rights or be liable for any loss upon realisation or for any neglect or default (unless wilful) of any nature whatsoever in connection with all or any of the Shares or Distribution Rights.
- 11.2 You may not take proceedings against any of our officers, employees or agents in respect of any claim you may have against us or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Mortgage and any of our officers, employees or agents may rely on this clause.
- 12. POWERS OF RECEIVER**
- 12.1 Any receiver may (on behalf of the receiver or you) in addition to the powers given to receivers by the Insolvency Act 1986 and the Law of Property Act 1925:
- 12.1.1 sell or otherwise dispose of, or deal with, all or any of the Shares or Distribution Rights in such a way and on such terms and conditions and for such consideration as the receiver thinks fit
- 12.1.2 take possession of and get in, all or any of the Shares or Distribution Rights
- 12.1.3 take, defend or participate in any proceedings (including arbitration proceedings) or make any arrangement or compromise between you and any person relating to any Shares or Distribution Rights.
- 12.1.4 appoint managers, officers, servants, nominees, agents and advisers.
- 12.1.5 delegate by power of attorney, or in any other manner, to any person we approve in writing, all or any of the receiver's rights or powers under this Mortgage.
- 12.1.6 form or acquire a company or LLP to be your subsidiary and transfer to that subsidiary any Shares or Distribution Rights.
- 12.1.7 borrow money for any purpose and provide security over any Shares or Distribution Rights in support of such borrowing (including if we consent, security which ranks ahead of the security under this Mortgage) on such terms as the receiver thinks fit.
- 12.1.8 exercise any powers we would be able to exercise under this Mortgage or he would have if he was the absolute legal and beneficial owner of the Shares and Distribution Rights.
- 12.1.9 do such other acts and things as the receiver may consider incidental or necessary to the exercise of its rights or powers under this Mortgage or law.
- 13. THE ORDER OF APPLICATION OF MONIES**
- 13.1 All monies received, recovered or realised by the receiver or (on any exercise by us of our enforcement powers under this Mortgage) us, will be applied in the following order, subject to claims having priority to the security created by this Mortgage:



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13.1.1 in payment of all costs, charges and expenses of (a) the appointment of the receiver and (b) the exercise of all or any of the powers of the receiver or us and of any other outgoings properly payable by the receiver or us.

13.1.2 in payment of remuneration to the receiver.

13.1.3 in payment to us of the Debt.

13.1.4 in payment of any surplus to you or any other person entitled to it.

14. THE POWER OF ATTORNEY YOU GRANT US

14.1 You, by way of security, irrevocably appoint us, any receiver and anyone we transfer our rights and/or obligations to under this Mortgage to act on your behalf as your attorney and take any steps that we consider necessary in connection with (i) any interest conferred or intended to be conferred on us by or (ii) any of our rights, powers or remedies under, this Mortgage and you ratify, or agree to ratify, and confirm whatever an attorney does under this clause.

15. WE HAVE POWERS OF RECEIVER, STATUTORY POWERS AND OTHER RIGHTS

15.1 We may exercise any right or power conferred upon a receiver (whether under this Mortgage or otherwise) at any time after this Mortgage has become enforceable whether or not a receiver has been appointed.

15.2 At any time after this Mortgage becomes enforceable and whether or not we are in possession of any of the Shares or Distribution Rights:

15.2.1 we will have the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and we can exercise these rights free from the restrictions contained in sections 103 and 109.

15.2.2 we can exercise the powers of leasing, agreeing to lease and accepting surrenders conferred by sections 99 and 100 of the Law of Property Act 1925 and we won't need to comply with any of the restrictions in those sections.

15.3 At any time after this Mortgage becomes enforceable we can:

15.3.1 complete and date any transfer we hold and take any other steps necessary to transfer the Shares to us or a nominee.

15.3.2 apply any monies we receive in respect of Distribution Rights in or towards discharge of the Debt.

15.4 We may exercise any right or power under this Mortgage without prior notice to you.

16. DELEGATION

We can delegate to any person all or any of our rights or powers.

17. WE CAN REDEEM PRIOR INTERESTS

We can redeem any prior interest in the Shares or Distribution Rights or arrange the transfer of it to us and settle and pass the accounts to any third party concerned. We can do this at any time after this Mortgage has become enforceable, or after any power given by any interest having priority to the security created by this Mortgage has become exercisable.

18. CONSOLIDATION

The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 will not apply to this Mortgage.

19. OUR POWER TO REMEDY



UK Mortgage of Shares Ltd (19251 revision)
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25. **EFFECTIVENESS OF SECURITY**

25.1 The security created under this Mortgage and your obligations under it shall remain in full force and effect until we discharge it in writing even if any of the following or any other matter or thing occurs:

25.1.1 you or any other person:

- (a) lacks capacity, power or authority or is subject to any insolvency or similar proceedings;
- (b) undergoes a change in members or status (legal or otherwise);

25.1.2 we:

- (a) accept intermediate payment or discharge in whole or in part of the Debt;
- (b) make any new facility available to you or extend, increase, amend, renew or otherwise vary or waive the Debt or the terms of any facility or this Mortgage in any such case, however fundamentally and whether or not resulting in the Debt or this Mortgage becoming more onerous;
- (c) take any action (or do not take any action) against you or any other person in respect of any assets which you might hold;
- (d) agree to release any other guarantee or security or to enter into a payment plan with you or any other person;
- (e) grant time, waiver or consent to you or any other person;
- (f) transfer any of our rights under this Mortgage or the Debt;
- (g) do, or fail to do, anything which might affect the enforceability of this Mortgage;

25.1.3 any other agreement or security granted by you or any other person is not enforceable.

25.2 You waive any right you may have of first requiring us to proceed against or enforce any other rights or security or claim payment from any person before claiming from you under this Mortgage.

25.3 Until the Debt has been unconditionally and irrevocably paid and discharged in full and no further Debt is capable of being outstanding you will not exercise any rights which you may have as a result of performing your obligations under this Mortgage:

25.3.1 to be indemnified by any other party providing security under this Mortgage;

25.3.2 to claim any contribution from any other party providing security under this Mortgage;

25.3.3 to take the benefit of any of our rights under this Mortgage or of any other guarantee or security taken by us pursuant to, or in connection with, this Mortgage;

25.3.4 to bring legal or other proceedings for an order requiring any party providing security under this Mortgage to make any payment, or perform any obligation, in respect of which any guarantee, undertaking or indemnity has been given by any other party providing security under this Mortgage;

25.3.5 to exercise any rights of set-off against any other party providing security under this Mortgage;

25.3.6 to claim or prove as a creditor of any other party providing security under this Mortgage in competition to us.

If you receive any benefit, payment or distribution in relation to such rights you shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to us



under or in connection with this Mortgage to be repaid in full on trust for us and you shall promptly pay or transfer it to us.

NEW ACCOUNTS

- 25.4 We may open a new account or accounts for you if we receive notice of any subsequent charge or other interest affecting the Shares or Distribution Rights.
- 25.5 If we do not open a new account then (unless we tell you in writing otherwise) any payment received by us after the date of the notice, will be treated as being paid into a new account and not in reduction of the Debt.
- 25.6 We may credit any payment we receive to a suspense account where it will remain for as long as we decide without reducing the Debt.

26. PAYMENTS MADE BY YOU

- 26.1 You must make all payments without any deduction or withholding.
- 26.2 You will promptly pay to us additional sums that will make the net sum received by us equal to the full sum payable, had there been no deduction or withholding, if you are required by law to make any deduction or withholding from a payment.
- 26.3 You waive any present or future right of set off you have in respect of the Debt or payments under or in connection with this Mortgage.

27. CALCULATIONS AND CERTIFICATES

Any rate or amount under this Mortgage or in relation to the Debt that we certify or define will, unless there is a manifest error, be conclusive evidence of the relevant matter.

28. CURRENCY CONVERSION

- 28.1 Payments to us should be made in the currency in which they are due. If we receive any money which is in a different currency or if we need to convert any of the Debt or any order, judgment or award given in relation to a payment due from you into a different currency, we may convert this at the HSBC Exchange Rate. You must indemnify us on demand against any costs or losses that we incur because of that conversion.
- 28.2 You waive any rights you may have in any jurisdiction to pay any amount to us in a different currency or currency unit to the currency in which such amount is payable.

What's the HSBC Exchange Rate?

This is the rate we use to convert payments to and from currencies other than the currency of your payment. It's based on the foreign currency market for each currency we offer so changes constantly. The rate will depend on the size of the payment and whether we are buying currency (because you are receiving a payment) or selling currency (because you are making a payment).

29. ARRANGEMENTS WITH OTHERS

We may grant time, vary, release or make any other arrangement in respect of the Debt or any security or guarantee in respect of it. It will not affect this Mortgage or your liability for the Debt.

30. SET-OFF

We may use any money you have in any account with us (except for trust or client accounts) to pay off any amount owed to us under this Mortgage.



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31. RELEASE OF THIS MORTGAGE

- 31.1 We shall at your request and cost do whatever is necessary to release and reassign to you our rights under this Mortgage and the Shares and Distribution Rights from the security created under this Mortgage once the Debt has been unconditionally and irrevocably paid and discharged in full and no further Debt is capable of being outstanding.
- 31.2 Any release of this Mortgage or the Shares and Distribution Rights from this Mortgage is conditional upon any payment or security received by us in respect of the Debt not being avoided, reduced or ordered to be refunded under any law relating to insolvency. We shall be entitled to recover from you the value or amount of any security or payment avoided, reduced or ordered to be refunded as if such release had not occurred.

32. TRANSFER OF RIGHTS

- 32.1 You can't transfer any of your rights and obligations under this Mortgage.
- 32.2 We can transfer any of our rights and obligations under this Mortgage to anyone. You agree to sign any additional documents that are required to carry out any such transfer as soon as possible after we ask.

33. SHARING OF INFORMATION

You consent to us sharing any information about you, this Mortgage, the Shares, the Distribution Rights or the Debt with:

- 33.1 any person that we might transfer or have transferred our rights to under this Mortgage or the Debt;
- 33.2 any person that we might enter into or have entered into any sub-participation with or any other transaction under which payments are to be made or may be made by reference to any of the documents detailing the Debt or any person who might or does invest in or finance such a transaction;
- 33.3 any company within the HSBC Group;
- 33.4 any rating agency so it can carry out its normal rating activities;
- 33.5 any person that we have to share that information with in connection with any litigation or similar proceedings;
- 33.6 any person that we are required or requested to share that information with by any court, regulatory authority or similar body, the rules of any stock exchange or under any applicable law or regulation;
- 33.7 any insurer who is or who proposes to provide insurance to us in respect of the Debt;
- 33.8 any affiliates or professional advisers of any of the above persons.

34. THIS MORTGAGE

If any part of this Mortgage is unenforceable, unlawful or void in any relevant jurisdiction, then that part will be separated from the rest of this Mortgage in respect of the relevant jurisdiction. The rest of this Mortgage will continue to be valid and enforceable.

35. NOTICES

35.1 Communication by post

If we send a letter to you, at your last known address or registered office, the letter will be deemed to be received at 12pm two business days after it is posted. In this Mortgage 'business day' means any day other than a Saturday, Sunday or public holiday in the United Kingdom, where we, as a bank, are open for business.



35.2 Communication by electronic channel

If we send an email to you or use a platform or other electronic channel, the email will be deemed to be received at the time it is sent or, as applicable, at the time the notice or demand is notified to you on the relevant platform or electronic channel.

36. COUNTERPARTS

This Mortgage 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 this Mortgage.

37. THIRD PARTY RIGHTS

37.1 Unless expressly provided to the contrary in this Mortgage, a person who is not a party to this Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Mortgage.

37.2 The consent of any person who is not a party to this Mortgage is not required to rescind or vary this Mortgage at any time.

38. GOVERNING LAW & JURISDICTION

38.1 English law governs this Mortgage, its interpretation and any non-contractual obligation arising from or connected with it.

38.2 We and you submit to the exclusive jurisdiction of the courts of England and Wales in relation to all matters (including non-contractual) arising from or in connection with this Mortgage.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by you and is now delivered on the date mentioned above.



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The schedule referred to above
(Shares)

Issuing Company	Class of Shares	Number of Shares
BMP Technologies Malaysia SDN. BHD.	Ordinary Shares of RM1.00 each	2,500,000
BMP Technologies Malaysia SDN. BHD.	Ordinary Shares of RM1.00 each	2,499,998
BMP Technologies Malaysia SDN. BHD.	Ordinary Shares of RM1.00 each	2



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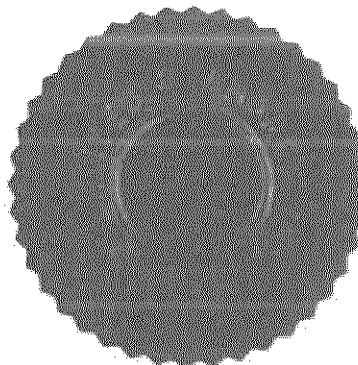
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This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.

Executed as a deed by
affixing the common seal of
Andrew Industries Limited
acting by
two directors or a director and the
secretary

)
)
)
)
)
)



[Redacted signature]

Director

(Name of director)
MARK ROBERT BROWN

[Redacted signature]

Director/Secretary

LEE JOHN BLUNSTONE

CERTIFICATE OF AUTHENTICATION

I, **FIONA ELIZABETH WILSON** (Notary Public, Commissioner for Oaths, Judge, Magistrate, British Council or Vice Consul, a representative of Her Britannic Majesty, a Consular Officer of Malaysia) officiating at **Preston, England** hereby certify that on this **14/12/2023** the Common Seal of **Andrew Industries Limited** was duly affixed to the above written instrument in my presence in accordance with the regulations of the said company.

[Redacted signature]

Miss Fiona Elizabeth Wilson
BA (Hons), MA, Notary Public

[Redacted signature]



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