

MR01

Particulars of a charge

381283/13



**A fee is payable with this form**  
Please see 'How to pay' on the  
last page


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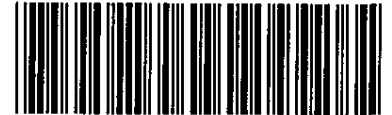
☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form This must be scanned and placed on the public record



A39 05/12/2013 #300  
COMPANIES HOUSE

THURSDAY

**1 Company details**

Company number 0 4 9 5 0 5 6 5

Company name in full Abbeycross UK 2 Limited

4 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 0 2 1 2 2 0 1 3

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name The Governor and Company of the Bank of Ireland

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

Unit 2 Royston Business Park, Greenfield, Royston  
(Land Registry title number HD425135)

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature


Signature


X DVA Pipes UK Ltd X


This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge


	<b>Presenter information</b>
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Faith James
Company name	DLA Piper UK LLP
Address	Princes Exchange
Princes Square	
LEEDS	
Post town	
County/Region	
Postcode	L S 1 4 B Y
Country	
DX DX:	12017 LEEDS
Telephone	0113 369 2039


	<b>Certificate</b>
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	


	<b>Checklist</b>
<b>We may return forms completed incorrectly or with information missing</b>	

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	


	<b>How to pay</b>
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House'	

	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.	

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 4950565

Charge code: 0495 0565 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2013 and created by ABBEYCROSS UK 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2013

DX

Given at Companies House, Cardiff on 10th December 2013



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



WE HEREBY CERTIFY THIS TO BE A TRUE COPY  
OF THE ORIGINAL

DATE 04/12/2013

SIGNED DLA Piper UK LLP - F James  
DLA PIPER UK LLP

DATED 2 December

2013

(1) ABBEYCROSS LIMITED

- and -

(2) ABBEYCROSS UK 1 LIMITED AND ABBEYCROSS UK 2 LIMITED

- and -

(3) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

**THIRD PARTY LEGAL  
CHARGE**

relating to  
Unit 2 Royston Business Park, Greenfield,  
Royston

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THIS LEGAL CHARGE is made on

2 December

2013

BETWEEN:

- (1) **ABBEYCROSS LIMITED** (registered in the Isle of Man under company number 109423C whose registered office is at Forest View, Bowney Road, Ramsey, Isle of Man IM8 2LH ("**Borrower**")),
- (2) **ABBEYCROSS UK 1 LIMITED** (registered in England under company number 04950557) **AND ABBEYCROSS UK 2 LIMITED** (registered in England under company number 04950565), the registered office of both companies being Unit 7 Optima Business Park, Pindar Road, Hoddesdon, Hertfordshire, EN11 0DY ("**Mortgagor**"), and
- (3) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** of PO Box 27, One Temple Quay, Bristol, BS99 7AX ("**Lender**")

WITNESSES as follows

**1. DEFINITIONS AND INTERPRETATION**

In this Charge unless the context otherwise requires

**1.1 Definitions**

In this Charge

"**Business**" means business (if any) carried on by the Mortgagor at the Property,

"**Business Day**" means a day, other than a Saturday or Sunday, on which banks are open for general business in London,

"**Charge**" means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge,

"**Charged Property**" means the property, assets, debts, rights and undertaking charged to the Lender by this Charge and includes any part of or interest therein,

"**Default Rate**" means the default interest rate specified in the Facility Agreement and if there is more than one Facility Letter and more than one Default Rate the different Default Rates shall be applied to such part of the debt as the Lender may in its absolute discretion deem appropriate,

"**Encumbrance**" means any mortgage, charge, pledge, lien, assignment, hypothecation security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment,

"**Enforcement Event**" means any of the events or circumstances described in clause 12,

"**Event of Default**" has the meaning given to it in the Facility Agreement,

"**Expenses**" means all interest, commission, fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Borrower or



the Mortgagor or this Charge and the preparation negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection realisation or enforcement of this Charge in each case on a full indemnity basis,

**"Facility Agreement"** means all and any facility agreements entered into between the Lender and the Borrower and any variation amendment substitution or extension thereof or supplement thereto from time to time in force,

**"Insured Risks"** means loss or damage by or in consequence of fire, storm, lightning earthquake, explosion, riot, civil commotion, malicious damage, terrorism, aircraft and other aerial devices or articles dropped therefrom, storm, flood, bursting and overflowing of water tanks, apparatus or pipes and damage by or resulting from vehicular impact, the cost of demolition and site clearance, architects, surveyors and other professional fees and expenses and all other incidental expenses and loss of rents payable by tenants or other occupiers of the Property, loss of any justices or excise licence necessary for the conduct of the Business, and such other risks and contingencies as the Lender shall from time to time require,

**"Lease"** means where the Property is leasehold the lease under which the Mortgagor holds the Property and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms,

**"LPA"** means the Law of Property Act 1925,

**"Planning Acts"** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them,

**"Property"** means the freehold, leasehold or immovable property referred to in the Schedule and any part or parts of it and including all rights, estates, title, options, interests and easements attached or appurtenant to it, including all beneficial interests of the Mortgagor in it and in any proceeds of sale or disposal of it or any part thereof, and all buildings, fixtures (including trade fixtures) fittings, plant and machinery from time to time situate on it,

**"Receiver"** means an administrative receiver receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise,

**"Rental Income"** means the gross rents, licence fees and other monies receivable now or hereafter at any time by the Mortgagor in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Property or otherwise paid to or received by the Mortgagor in respect of the Property but save for insurance rents or service charges or the like,

**"Secured Liabilities"** means all monies, obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower or the Mortgagor to the Lender including those under the Facility Agreement and this Charge whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all Expenses and so that interest shall be computed and compounded according to the usual practice of the Lender as well after as before any demand or judgment

## **1.2 Interpretation**

### In this Charge

- 1 2 1 references to clauses and schedules are to be construed as references to the clauses of and schedules to this Charge,
- 1 2 2 references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied supplemented, substituted or novated from time to time,
- 1 2 3 words importing the singular are to include the plural and vice versa,
- 1 2 4 references to a person are to be construed to include references to a corporation firm company partnership joint venture unincorporated body of persons individual or any state or any agency of a state whether or not a separate legal entity,
- 1 2 5 references to any person are to be construed to include that person's assigns or transferees or successors in title whether direct or indirect,
- 1 2 6 references to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision,
- 1 2 7 clause headings are for ease of reference only and are not to affect the interpretation of this Charge,
- 1 2 8 where the Borrower and/or the Mortgagor consists of two or more parties
  - 1 2 8 1 such expression shall in this Charge mean and include such two or more parties and each of them or (as the case may require) any of them,
  - 1 2 8 2 all covenants, charges, agreements, undertakings and obligations expressed or implied on the part of the Borrower and the Mortgagor in this Charge shall be deemed to be joint and several covenants, charges, agreements, undertakings and obligations by such parties,
  - 1 2 8 3 each shall be bound even if any other of them intended or expressed to be bound by this Charge shall not be so bound, and
  - 1 2 8 4 the Lender may release or discharge any one or more of them from arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing any of its rights under this Charge or otherwise

## 2 COVENANT TO PAY

- 2 1 The Borrower covenants with the Lender that the Borrower will pay to the Lender or discharge all Secured Liabilities from time to time when they fall due

- 2 2 The Mortgagor covenants with the Lender that the Mortgagor will pay to the Lender or discharge all Secured Liabilities due, owing or incurred to the Lender by the Borrower or for which the Mortgagor shall be liable from time to time when they fall due
- 2 3 If the Borrower or the Mortgagor fails to discharge any Secured Liability when due the Borrower or the Mortgagor shall pay to the Lender on demand interest on such Secured Liability at the Default Rate, in the case of Expenses from the date on which the relevant Expense was incurred and in the case of any other Secured Liability from the date on which the Secured Liability became due until payment or discharge (both before and after judgment) which interest shall accrue from day to day and may be compounded in accordance with the usual practice of the Lender to the extent that it shall remain unpaid

### 3. SECURITY

- 3 1 The Mortgagor charges to the Lender with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities
- 3 1 1 by way of first legal mortgage, all its present and future right, title and interest in or to the Property,
- 3 1 2 by way of assignment the Rental Income and the benefit to the Mortgagor of all other rights and claims to which the Mortgagor is now or may in future become entitled in relation to the Property including but not limited to all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees sub-lessees licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons,
- 3 1 3 by way of assignment
- 3 1 3 1 the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings, warranties and representations given or made by and any rights or remedies against all or any professional advisers or contractors now or at any time engaged by the Mortgagor in relation to the Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person firm or company now or from time to time under contract with or under a duty to the Mortgagor and the benefit of all sums recovered in any proceedings against all or any of such persons,
- 3 1 3 2 all right title and interest of the Mortgagor in and to all payments made under any and all present and future insurance policies in respect of the Charged Property,
- 3 1 4 by way of assignment the goodwill of the Business and the benefit of all present and future licences and permits held in connection with the Business,
- 3 1 5 by way of fixed charge, all proceeds of sale of the whole or any part of the Property,
- 3 1 6 by way of fixed charge all funds standing to the credit of the Mortgagor from time to time on any account with the Lender including all receipts from time to time paid into an account in accordance with clause 3 4,

- 3 1 7 by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about the Property
- 3 2 The Lender may by notice in writing to the Mortgagor convert the floating charge contained in clause 3 1 7 into a fixed charge as regards any Charged Property specified in such notice at any time after this Charge becomes enforceable
- 3 3 If without the prior written consent of the Lender the Mortgagor charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Property subject to a floating charge under this Charge or attempts to do so or if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Charged Property the charge hereby created shall automatically without notice operate and have effect as a fixed charge instantly such event occurs
- 3 4 The Mortgagor shall at any time within 5 Business Days of written demand by the Lender procure that the Rental Income shall be paid directly to its account with the Lender (or such other account as the Lender may from time to time direct) and the Mortgagor shall forthwith upon any such demand so instruct its lessees and occupiers of the Property by notice in writing Following any such demand and until such payment the Mortgagor shall hold all Rental Income on trust for the Lender
- 3 5 The Mortgagor shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Lender or any Receiver

#### **4 FURTHER ADVANCES**

This Charge secures any and all further advances

#### **5. REGISTERED LAND**

The Mortgagor hereby applies to the Chief Land Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title to the Property

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [◆ 20◆] in favour of The Governor and Company of the Bank of Ireland referred to in the charges register "*

#### **6. DISCHARGE**

If the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full, the Lender will, at the request and cost of the Borrower and/or the Mortgagor, release the Charged Property from the security created by this Charge

#### **7 RESTRICTIONS**

The Mortgagor shall not without the prior written consent of the Lender

- 7 1 create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part thereof other than a lien arising by operation of law Subject as aforesaid any mortgage of or charge on the Charged Property created by the Mortgagor (otherwise than in favour of the Lender) shall be expressed to be subject to this Charge,
- 7 2 sell, convey, assign or transfer the Charged Property or any interest therein or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any monies payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing,
- 7 3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease underlease or tenancy or agree to do any of the foregoing,
- 7 4 part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing,
- 7 5 compound, release, exchange, set off, grant time or indulgence in respect of or otherwise deal with any of the Rental Income or the debts or policies charged to the Lender under this Charge or do anything whereby the recovery of the same may be impeded delayed or prevented and the Mortgagor shall enforce its rights in respect of the same

#### **8 DEPOSIT OF TITLE DEEDS**

The Mortgagor shall deposit with the Lender and during the continuance of this security the Lender shall be entitled to hold all deeds and documents of title relating to the Property and (if required by the Lender) all policies of insurance in relation to the Property

#### **9. REPRESENTATION AND WARRANTIES**

The Mortgagor represents and warrants to the Lender (and such representations and warranties shall be deemed to be repeated on each day until all Secured Liabilities are fully and unconditionally paid or discharged) that save as disclosed in any certificate of title or report on title provided to the Lender by solicitors in respect of the Property

- 9 1 it is the legal and beneficial owner of the Property
- 9 2 there subsists no breach of any law or regulation which materially and adversely affects the Property
- 9 3 there are no covenants agreements stipulations reservations conditions interests rights or other matters whatsoever which materially and adversely affect the Property
- 9 4 nothing has arisen or has been created or is subsisting which would be an overriding interest over the Property
- 9 5 no facility necessary for the enjoyment and use of the Property is enjoyed on terms entitling any person to terminate or curtail its use
- 9 6 it has not received notice of any adverse claim by any person in respect of the ownership of the Property or any interest in it nor has any acknowledgement been given to any person in respect of the Property and

- 9 7 to the best of its knowledge no waste or noxious offensive or dangerous substance has been used disposed of produced stored or deposited under on or in or emitted from the Property

## **10. COVENANTS BY THE BORROWER AND THE MORTGAGOR**

The Mortgagor and the Borrower covenant jointly and severally with the Lender at all times during the continuance of this security

### **10.1 Repair**

To keep the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in good and substantial repair and condition and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value

### **10.2 Insurance**

10 2 1 To keep the buildings, installations and structures and all fixtures and fittings therein or thereon and other erections from time to time upon the Property insured against loss or damage by the Insured Risks in their full replacement value for the time being in such office or offices and on such terms as the Lender shall approve and including a lender protection clause whereby the insurance effected will not be vitiated or avoidable as against a mortgagee in the event of any misrepresentation, act, neglect or failure to disclose on the part of the Mortgagor or the insured party (if not the Mortgagor) (subject to the payment of any increased premium required by the insurer) with the Lender named as co-insured and co-payee (or if the Lender agrees with the Lender's interest noted on the policy) provided that where the insurance on the Property is effected by a prior chargee or some other third party the Lender shall not require the Mortgagor to effect separate insurance on the Property so long as such insurance complies with the provisions of this clause and is on terms satisfactory to the Lender

10 2 2 Punctually to pay all premiums (and other monies) in respect of such insurances and on demand to deliver to the Lender the policy or policies of all such insurances and the receipt for every such payment and all monies received under any policy or policies of insurance whether maintained or effected by the Mortgagor the Lender or by a third party and whether or not in pursuance of the Mortgagor's obligations under this Charge shall be applied at the Lender's option either in making good the loss or damage to the Property (any deficiency being made good by the Mortgagor) or towards the discharge of the Secured Liabilities and any such monies received by the Mortgagor shall be held by the Mortgagor on trust for the Lender accordingly

10 2 3 To comply with the terms and conditions of any policy of insurance on the Property or otherwise contemplated by this clause and not to do or omit to do anything whereby any such insurance may become void or voidable wholly or in part

### **10.3 Outgoings**

To pay when due all rents, rent charges (if any), rates, taxes, charges, duties, assessments, impositions and other outgoings whatsoever charged assessed levied or imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property

#### **10.4 Covenants and stipulations**

To perform and observe all covenants restrictions stipulations provisions regulations and conditions affecting the Property or the use or enjoyment of it

#### **10.5 Alterations**

Not without the previous written consent of the Lender to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures or erect or make or suffer to be erected or made on the Property any building installation, structure or alteration or do or permit to be done anything which is a change of use or "development" within the meaning of the Planning Acts or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property

#### **10.6 Planning**

- 10.6.1 To comply in all respects with the Planning Acts and all licences, consents, permissions or conditions granted or imposed thereunder
- 10.6.2 Not to make any application for planning permission without the prior consent of the Lender and not to enter into or agree to enter into any agreement under section 106 of the Town and Country Planning Act 1990 or section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or section 38 of the Highways Act 1980 or any similar Act
- 10.6.3 To comply with the requirements of any valid enforcement or other notice or order (whether issued under the Planning Acts or any other statute) within such time as may be specified therein or if no time is specified within such period as may be required by the Lender and to pay to the Lender in reduction of the Secured Liabilities any compensation received as a result of any such notice or order

#### **10.7 Right of entry**

To permit representatives of the Lender with or without workmen or others to enter the Property at all reasonable times to view the state of repair and condition of the Property

#### **10.8 Notices**

As soon as reasonably practicable following receipt to produce to the Lender a copy of any notice, order, direction, permission or proposal affecting the Property or its use or value and to comply immediately with the terms thereof or if the Lender so requires or approves and at the Mortgagor's cost to make such objections representations against or in respect of such notice order proposal permission or consent as aforesaid as the Lender may require

## **10 9 Information**

On written request to produce to or provide for the Lender such documents or information relating to the Property or its development as the Lender may require

## **10 10 Statutes**

To comply (in all material respects) with all obligations imposed under any present or future statute, regulation, order or instrument or under any bye-laws regulations or requirements of any competent authority or approvals, licences or consents relative to the Property or its use or enjoyment

## **10.11 Licences and Permits**

To comply with all orders, regulations and notices made by any relevant authority concerning the Property and the Business and apply for and use the Mortgagor's best endeavours to obtain whenever necessary proper renewals or regrants of the licences and registrations held in respect of the Property or the Business and not to surrender, abandon or transfer to any person any such licences and registrations or remove them to any other premises or do or permit any act or thing whereby the renewal of any such licences or registrations may be refused or discontinued or whereby the Business or the Property may be prejudicially affected and shall upon demand by the Lender deliver to the Lender or as the Lender shall direct the licences and registration certificates and give do and execute all notices acts instruments and things necessary or convenient for transferring them to the Lender or its nominee

## **10 12 Leases**

Where the Property is leasehold or subject to any lease agreement for lease or tenancy (referred to below as the "occupational lease")

- 10 12 1 to perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee and contained in any occupational lease to be observed by the lessor,
- 10 12 2 to enforce the due observance and performance of all obligations of all other parties to the Lease and any occupational lease,
- 10 12 3 not to waive, release or vary any of the terms of the Lease or any occupational lease nor exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without in each case the consent of the Lender which consent is not to be unreasonably withheld or delayed in circumstances in which the Mortgagor may not unreasonably withhold or delay its consent,
- 10 12 4 if the Mortgagor shall receive any notice served under section 146 of the LPA or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease the Mortgagor shall give immediate notice of such event in writing to the Lender and at the request of the Lender and at the expense of the Mortgagor take such steps as the Lender may require,
- 10 12 5 not to serve any notice on any former tenant under any occupational lease under section 17(2) of the Landlord and Tenant (Covenants) Act 1995 or on any



guarantor of any such former tenant under section 17(3) of that Act without the prior consent of the Lender

#### **10.13 Indemnity**

To keep the Lender (and any Receiver appointed by the Lender) fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including value added tax and any other taxes and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants, obligations, warranties or undertakings on the part of the Borrower or the Mortgagor contained in this Charge or the making good of any such breach or non-observance or non-performance

#### **11. POWER TO REMEDY**

If the Borrower or the Mortgagor fails to perform or observe any covenant or condition in its part contained in this Charge it shall be lawful for but not obligatory upon the Lender in order to make good such failure in whole or in part and at the Borrower's and/or Mortgagor's cost but without thereby becoming mortgagee in possession

- 11 1 to enter upon the Property and effect such repairs and other works thereon as the Lender considers necessary,
- 11 2 to take such steps give such notices execute such works and do such things as the Lender considers necessary to comply with any requirements of or any notice order direction permission or proposal given served or made under the Planning Acts or otherwise affecting or likely to affect the Property or its value,
- 11 3 to insure and keep insured the Property in such amount and in such manner as the Lender considers necessary,
- 11 4 to admit settle liquidate compound or contest in such manner as the Lender thinks fit any claim or liabilities in relation to the Property whether or not the Lender is expressly indemnified in this Charge against the same and to make such payments and expend or debit on account such monies as the Lender considers necessary in that behalf

#### **12. ENFORCEMENT EVENTS**

The security constituted by this Charge shall be become immediately enforceable upon

- 12 1 the Borrower or the Mortgagor failing to pay any of the Secured Liabilities when due, or
- 12 2 the occurrence of an Event of Default and for long as such Event of Default is continuing, or
- 12 3 the Borrower or the Mortgagor commits any breach of any of the covenants or any other provisions of this Charge, or
- 12 4 any representation or warranty made or deemed to be made or repeated by the Borrower or the Mortgagor in or pursuant to this Charge is or proves to have been untrue or incorrect in any material respect when made or when deemed to be repeated with reference to the facts and circumstances existing at such time, or
- 12 5 any Encumbrance on or over the Business, assets, rights or revenues of the Borrower or the Mortgagor becomes enforceable, or

- 12 6 an encumbrancer takes possession or a receiver or administrative receiver or manager or sequestrator is appointed of the whole or any part of the undertaking assets rights or revenues of the Borrower or the Mortgagor or a distress or other process is levied or enforced upon any of the assets rights or revenues of the Borrower or the Mortgagor, or
- 12 7 the Borrower or the Mortgagor is or is adjudicated or found to be insolvent or suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
- 12 8 the Borrower or the Mortgagor proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Borrower or the Mortgagor under any law regulation or procedure relating to reconstruction or adjustment of debts, or
- 12 9 a petition is presented by any person for an administration order in relation to the Borrower or the Mortgagor, or
- 12 10 any petition is presented by any person or any order is made by any competent court or any resolution is passed by the Borrower or the Mortgagor for its winding-up or dissolution or for the appointment of a liquidator of the Borrower or the Mortgagor

### **13. ENFORCEMENT**

For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Charge Sections 93 and 103 of the LPA shall not apply to this Charge

### **14 APPOINTMENT AND POWERS OF A RECEIVER**

- 14 1 At any time after the Lender shall have demanded payment of any of the Secured Liabilities or after any breach by the Borrower or the Mortgagor of any of the provisions of this Charge or the occurrence of an Enforcement Event or if requested by the Mortgagor the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally
- 14 2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- 14 3 The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely
- 14 3 1 to take possession of collect and get in all or any part of the Charged Property and for that purpose to take any proceedings as he shall think fit,
- 14 3 2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit,

- 14 3 3 for the purpose of exercising any of the rights powers authorities and discretions conferred on him by or pursuant to this Charge or for any other purpose to borrow monies from the Lender or others on the security of the Charged Property or otherwise on such terms as he may in his absolute discretion think fit,
- 14 3 4 to provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit,
- 14 3 5 if the Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease of it or of any part of it on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Lender on the terms of this Charge so far as applicable and to execute a formal legal charge over any such new lease in favour of the Lender in such form as the Lender may require,
- 14 3 6 to sell transfer assign let or lease or concur in selling letting or leasing the Property or any part of it and the grant of any rights over the Property (either by public auction or private contract or otherwise) on such terms and conditions and for such consideration including without limitation shares securities (of any other company) or other investments payable at such time or times as he may in his absolute discretion think fit,
- 14 3 7 to vary the terms of (including operation of rent reviews) terminate grant renewals of or accept surrenders of leases or tenancies of the Property or any part of it in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Mortgagor or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit,
- 14 3 8 to make any arrangements or compromise which the Lender or he shall think fit whether in relation to any lease of the Property or to any covenants conditions or restrictions relating to the Property or without limitation otherwise,
- 14 3 9 to make and effect all repairs and improvements to the Property,
- 14 3 10 to enter into bonds covenants commitments guarantees indemnities and like matters and to make all payments needed to effect maintain or satisfy the same in relation to the Property,
- 14 3 11 to settle adjust refer to arbitration compromise and arrange any claims accounts disputes questions and demands with or by any person who is or claims to be a creditor of the Mortgagor or relating in any way to the Charged Property,
- 14 3 12 to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit,
- 14 3 13 to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine,
- 14 3 14 to take any proceedings in relation to the Charged Property or any part thereof in the name of the Mortgagor or otherwise as may seem expedient including proceedings for the collection of rents in arrear at the date of his appointment,

14 3 15 to manage the Business as agent for the Mortgagor in such manner as may be considered expedient and appoint managers agents officers security personnel and employees for such purpose and to dismiss the same and to continue to pay the salaries wages and other employment expenses of any employees of the Mortgagor and to dismiss such employees where appropriate in each case as agent for the Mortgagor,

14 3 16 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently

14 4 Any monies received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him as follows

14 4 1 in payment of the costs charges and expenses of and incidental to his appointment and the exercise of all or any of his powers,

14 4 2 in payment of his remuneration,

14 4 3 in payment to the Lender of all the Secured Liabilities,

and any balance shall be paid to the person or persons entitled to it

## **15. LENDER'S LIABILITY**

15 1 In no circumstances shall the Lender be liable to account to the Borrower or the Mortgagor as a mortgagee in possession or otherwise for any monies not actually received unconditionally and irrevocably by the Lender

15 2 In no circumstances shall the Lender be liable to the Borrower or the Mortgagor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act default omission or misconduct of the Lender its officers employees or agents in relation to the Charged Property or in connection with this Charge

## **16. PROTECTION OF THIRD PARTIES**

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver All the protection to purchasers contained in sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender or any Receiver

## **17. POWERS OF LEASING**

The statutory powers of sale leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Property with

such rights relating to other parts of it and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in its absolute discretion) shall think fit and without the need to observe any of the provisions of sections 99 and 100 of the LPA

## **18. POWER OF ATTORNEY**

- 18 1 Each of the Borrower and the Mortgagor hereby irrevocably appoints the Lender and the Receiver jointly and also severally the attorney and attorneys of the Borrower and the Mortgagor for the Borrower and the Mortgagor and in the name and on behalf of the Borrower and the Mortgagor and as the act and deed of the Borrower and the Mortgagor or otherwise to sign and deliver, execute as a deed and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Borrower and the Mortgagor each ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Charge.
- 18 2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Charge.

## **19 LENDER'S RIGHTS**

- 19 1 All powers of the Receiver may be exercised by the Lender whether as attorney of the Mortgagor or otherwise and without rendering the Lender mortgagee in possession.
- 19 2 The Mortgagor agrees that at any time after this Charge becomes enforceable
- 19 2 1 upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Lender may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities,
- 19 2 2 it shall be lawful for the Lender to enter into any arrangement or accept any composition in relation to the debts hereby charged without the concurrence of the Mortgagor and any such arrangement or composition shall be binding on the Mortgagor.
- 19 3 The Lender shall on receiving notice that the Mortgagor has encumbered or disposed of the Charged Property or any part of it or any interest in it be entitled to close any account or accounts of the Borrower and/or the Mortgagor and to open a new account or accounts with the Borrower and/or the Mortgagor and (without prejudice to any right of the Lender to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account. If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Borrower and/or the Mortgagor to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Borrower and/or the Mortgagor to the Lender when it received such notice.

19 4

- 19 4 1 In the event of the Lender or any Receiver taking possession of the Property or if the Lender proposes to exercise its power of sale over the Property the Lender or any Receiver is hereby authorised as agent of the Mortgagor to remove warehouse store sell or otherwise deal with any moveable plant and machinery implements utensils furniture goods and equipment and neither the Lender nor any Receiver shall be liable for any loss or damage occasioned by the Mortgagor
- 19 4 2 The Mortgagor hereby grants the Lender and any Receiver an irrevocable payment free licence to use any such moveable plant and machinery, implements, utensils, furniture, goods and equipment for all purposes connected with the Property or the Business for so long as they may require
- 19 4 3 The Borrower and the Mortgagor shall jointly and severally indemnify the Lender and any Receiver against all expenses incurred by the Lender or any Receiver in relation to such moveable plant and machinery implements utensils furniture goods and equipment including expenses of sale removal and storage and against all liability to any third party in respect thereof and the net proceeds of sale thereof may be applied by the Lender in or towards satisfaction of the Secured Liabilities The Lender or its Receiver shall not be liable to the Borrower or the Mortgagor for any act or omission by any person appointed by it or him to effect such sale or for any failure by any such person to obtain a proper price provided only that such appointment shall have been made by the Lender or such receiver in good faith

## **20 COSTS AND EXPENSES**

- 20 1 The Borrower and the Mortgagor shall within 5 Business Days of written demand and on a full indemnity basis pay to the Lender
- 20 1 1 the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on such costs and expenses) which the Lender and any Receiver appointed by the Lender incurs in connection with
- 20 1 1 1 any discharge or release of this Charge,
- 20 1 1 2 the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of this Charge and any related document,
- 20 1 1 3 obtaining payment of the Secured Liabilities,
- 20 1 2 all other monies paid by the Lender in perfecting or otherwise in connection with this Charge or in respect of the Charged Property including without limitation all monies expended by the Lender under clause 11 4 and all monies advanced or paid by the Lender to any Receiver for the purposes set out in clause 14 3 3
- 20 2 Such costs expenses and other monies shall be recoverable from the Borrower or the Mortgagor as a debt and may be debited to any account of the Borrower or the Mortgagor and any amount which is not paid when due shall bear interest accordingly at the Default Rate from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full and shall be charged on the Charged Property

## **21. CONTINUING SECURITY**

- 21 1 This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

## **22 SET-OFF**

- 22 1 The Lender may without notice to the Borrower or the Mortgagor apply any credit balance (whether or not then due and in whatever currency) which is at any time held by the Lender for the account of either the Borrower or the Mortgagor in or towards satisfaction of the Secured Liabilities or any of them
- 22 2 For the purposes of exercising any rights either under this clause or any rights under the general law the Lender may convert or translate all or any part of such a credit balance into another currency applying a rate which in the Lender's opinion fairly reflects prevailing rates of exchange
- 22 3 The Lender is not obliged to exercise any of its rights under this clause which shall be without prejudice and in addition to any rights under the general law
- 22 4 In this clause "**rights under the general law**" means any right of set-off combination or consolidation of accounts lien or similar right which the Lender has under any applicable law

## **23 NOTICES**

- 23 1 Any notice or other communication to be given under this Charge shall be deemed to have been properly served if served on the addressee personally or delivered or sent by letter or fax to the addressee at his address as stated on the first page of this Mortgage Where two or more persons comprise the addressee service of a notice or demand on any one of such persons shall be deemed to be service on all
- 23 2 Any such notice or demand shall be deemed to have been served
- 23 2 1 if delivered by hand, at the time of actual delivery,
- 23 2 2 if posted, on the second Business Day following the day on which it was despatched by pre-paid first class post, or
- 23 2 3 if sent by fax, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted
- 23 3 Any such notice or demand or any certificate as to the amount at any time secured by this Mortgage shall be conclusive and binding upon the Mortgagor and Borrower if signed by an officer of the Lender

## **24 TRANSFERS**

- 24 1 This Charge is freely assignable or transferable by the Lender

24 2 The Borrower and the Mortgagor may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of those obligations passing to another person

24 3 The Lender may disclose to any person related to the Lender and/or any person (and that person's professional advisers) to whom it is proposing to transfer or assign or has transferred or assigned this Charge any information about the Borrower or the Mortgagor

## **25. MISCELLANEOUS**

25 1 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy

25 2 The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient

25 3 Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given

25 4 If at any time any one or more of the provisions of this Charge is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity and enforceability of the remaining provisions of this Charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

25 5 Any certificate or determination of the Lender as to the amount of the Secured Liabilities shall in the absence of manifest error be conclusive and binding on the Borrower and the Mortgagor

25 6 The Borrower and the Mortgagor each certify that this Charge does not contravene any of the provisions of their respective memorandum and articles of association

25 7 Nothing contained in clauses 3 1 2 to 3 1 7 shall constitute the Lender as a mortgagee in possession

## **26. LAW AND JURISDICTION**

26 1 This Charge is governed by and shall be construed in accordance with English law

26 2 The Borrower and the Mortgagor irrevocably agrees for the benefit of the Lender that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Charge and for such purposes hereby irrevocably submits to the jurisdiction of such courts

26 3 Nothing contained in this clause shall limit the right of the Lender to take proceedings against the Borrower or the Mortgagor in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law)



- 26 4 The Borrower and the Mortgagor each irrevocably waive any objection which they may have now or in the future to the courts of England being nominated for the purpose of this clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum

### SCHEDULE PROPERTY

Property Description	Administrative Area	Title Number
Unit 2 Royston Business Park, Greenfield, Royston	Hertfordshire North Hertfordshire	HD425135

The Common Seal of **ABBEYCROSS**  
**UK 1 LIMITED** was hereunto affixed  
to this Mortgage in the presence of

)  
)  
)  
Director

)  
)  
)  
Director/~~Secretary~~

The Common Seal of **ABBEYCROSS**  
**UK 2 LIMITED** was hereunto affixed  
to this Mortgage in the presence of

)  
)  
)  
Director

)  
)  
)  
Director/~~Secretary~~

The Common Seal of **ABBEYCROSS**  
**LIMITED** was hereunto affixed  
to this Mortgage in the presence of

)  
)  
)  
Director

)  
)  
)  
Director/~~Secretary~~

**SIGNED** for and on behalf of The )  
Governor and Company of the Bank )  
of Ireland )

Witness Signature

*Helen*

Full Name

*HELEN YAO THOMPSON*

Address

*3, RUE AMI-LULLIN  
CASE POSTALE 3023  
1211 GENÈVE 3*

Occupation

*Trust Administrator*