Companies House

MR01(ef)

Registration of a Charge

Company name: **Anord Control Systems (U.K.) Limited**

Company number: **02070632**

Received for Electronic Filing: **17/05/2016**

X575KXR4

Details of Charge

Date of creation: **13/05/2016**

Charge code: **0207 0632 0003**

Persons entitled: **ULSTER BANK IRELAND LIMITED**

Brief description: **ALL THAT AND THOSE, THE PROPERTY COMPRISED IN FOLIO 37970F OF THE REGISTER COUNTY LOUTH AND OTHERWISE KNOWN AS UNITS 1-4 COES ROAD, HARDINE BUILDINGS, INDUSTRIAL ESTATE, DUNDALK, COUNTY LOUTH. FOR MORE PROPERTIES CHARGED PLEASE REFER TO THE INSTRUMENT.**

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:	**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:	**ADDLESHAW GODDARD LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2070632

Charge code: 0207 0632 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th May 2016 and created by Anord Control Systems (U.K.) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2016 .

Given at Companies House, Cardiff on 18th May 2016

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

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Chargors:	Anord Control Systems Limited	**Registered No:** 30785
	Anord Control Systems (Holdings) Limited	**Registered No:** 533645
	Anord Control Systems (UK) Limited	**Registered No:** 02070632

Bank: Ulster Bank Ireland Limited

1. Chargors' Obligations

Each Chargor will pay to the Bank on demand all the Chargors' Obligations. The Chargors' Obligations are all the Chargors' liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.

1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with:

1.2.1 the **Property** charged by Clause 2. References to Property include any part of it.

1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Charge

Each Chargor, as a continuing security for the payment on demand of the Chargors' Obligations and as legal and beneficial owner or the person entitled to be registered as owner, gives to the Bank:

2.1 a fixed charge over all the property of the Chargors, owned now or in the future as more particularly described in **schedule 1** hereto:

2.1.1 all Land vested in or charged to it, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land.

2.1.2 all plant and machinery, including any associated warranties and maintenance contracts.

2.1.3 all the goodwill of its business.

2.1.4 any uncalled capital.

2.1.5 all stock, shares and other securities held by it at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.

Subsidiary shall have the meaning given to it in the Companies Act 2014.

2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.

2.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments.

2.1.8 all book and other debts present and future and the proceeds of realisation of all such book debts.

2.1.9 the specified accounts of the Chargors with the Bank into which each Chargors' book and other debts are required to be paid.

2.2 a floating charge over all the other property, assets and rights of each Chargor owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank.

3. Restrictions

The Chargors will not, without the Bank's consent:

3.1 permit or create any mortgage, standard security, charge or lien on the Property.

3.2 dispose of the Property charged by Clause 2.1.

3.3 dispose of the Property charged by Clause 2.2, other than in the ordinary course of business.

3.4 call on, or accept payment of, any uncalled capital.

3.5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Chargors will not realise their book and other debts by means of invoice discounting or factoring arrangements. The Chargors will ensure payment of its book and other debts into a specified account of the Chargors with the Bank.

3.6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.

3.7 dispose of, part with or share possession or occupation of any of its Land.

4. Property Undertakings

Each Chargor will:

4.1 permit the Bank at any time to inspect the Property.

4.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange insurance at the its expense.

4.3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, each Chargor will apply the proceeds in making good the relevant loss or damage, or to reduce the Chargors' Obligations.

4.4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property.

4.5 keep the Property in good condition.

4.6 not, without the Bank's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.

4.7 pay all the money it receives in respect of book and other debts into an account with the Bank. The Bank may specify the relevant account.

5. Conversion of Floating Charge to Fixed Charge

5.1 The Bank may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Chargors will not dispose of the affected Property without the Bank's consent.

5.2 The floating charge will become a fixed charge if a receiver (including an asset receiver) or an examiner or an administrator or a liquidator of any Chargor (and in the case of an examiner, such an appointment to a related company of any Chargor) is appointed.

Following the notice under Clause 5.1, or the occurrence of any event specified under Clause 5.2, the Bank will assume exclusive control of the relevant Property. The Chargors will not be permitted to deal with the Property without the Bank's written consent. If the relevant Property includes book debts, the Chargors will not be permitted to deal with them and they must be paid into a bank account of the Chargors with the Bank. There will be a fixed charge on this account and the Chargors may not deal with the account without the Bank's consent.

6. Investigating Accountants

The Bank may require the Chargors to appoint a firm of accountants to review its financial affairs, if:

6.1 any of the Chargors' Obligations are not paid when due.

6.2 the Bank considers that any Chargor has breached any other obligation to the Bank.

6.3 the Bank considers any information provided by the Chargor to be materially inaccurate.

Any review required will take place within 7 days of the Bank's request (or longer if the Bank agrees). The firm, and the terms of reference, must be approved by the Bank. The Chargors (and not the Bank) will be responsible for the firm's fees and expenses, but the Bank may make payment and the Chargors will repay the Bank on demand.

7. Possession and Exercise of Powers

7.1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Chargors will continue in possession until the Bank takes possession.

7.2 The Bank may take possession and enforce this deed including appointing a receiver or receiver and manager or administrator without further delay if:

7.2.1 the Bank demands payment of any of the Chargors' Obligations.

7.2.2 the Chargor asks the Bank, or the Bank receives notice of intention, to appoint a receiver or receiver and manager or an examiner or an administrator or an administration application is made.

7.2.3 a meeting is called or a petition is presented for liquidation of any Chargor.

7.2.4 any security is enforced in respect of any assets of any Chargor.

7.3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made and the protections for purchasers contained in the Land and Conveyancing Law Reform Act 2009 of Ireland (the **Act**) will apply.

7.4 The Bank will not be liable to account to the Chargors for any money not actually received by the Bank.

7.5 The Bank may enforce the deed without any requirement for:

7.5.1 court order for possession or the consent of the Chargors under Section 97 or 98 of the Act or a court order or consent under Section 100(2) or Section 100(3) of the Act.

7.5.2 the occurrence of an event listed in Section 100(1) of the Act before any part of the Property can be sold, or any power of sale or other power exercised.

7.5.3 any condition in Section 100(1) of the Act to be fulfilled.

7.5.4 notification to be made pursuant to Section 103(2) of the Act.

7.5.5 an event listed in Section 108(1) of the Act to have occurred before a receiver can be appointed.

7.6 Section 94, Section 99, Section 101, Section 105(2), Section 106(3), Section 107 (and Section 109) of the Act shall not apply to this deed and enforcement of this deed.

8. Appointment of Receiver or Administrator

The Bank may appoint or remove a receiver or receivers of the Property, or appoint a receiver and manager or an administrator of the Chargor. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses without any of the restrictions under the Act. The receiver will be the Chargors' agent and the Chargors (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.

9. Powers of the Bank and Receivers

9.1 The Bank or any receiver may:

9.1.1 exercise any powers under the Act without the restrictions contained therein.

9.1.2 carry on each Chargor's business.

9.1.3 enter, take possession of, and/or generally manage the Property.

9.1.4 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.

9.1.5 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by the Bank or a receiver under this power.

9.1.6 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without (including under the Act) any restriction (including under the Act), including disposing of any fixtures separately from the Land.

9.1.7 complete any transactions by executing any deeds or documents in the name of any Chargor.

9.1.8 take, continue or defend any proceedings and enter into any arrangement or compromise.

9.1.9 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.

9.1.10 call up any uncalled capital with all the powers conferred by each Chargor's constitution.

9.1.11 employ advisers, consultants, managers, agents, workmen and others.

9.1.12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.

9.1.13 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.

9.2 A receiver may borrow and secure the repayment of any money, in priority to the Chargors' Obligations.

9.3 Joint receivers may exercise their powers jointly or separately.

9.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.

9.5 The Bank may exercise any of its powers even if a receiver has been appointed.

9.6 The Bank may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise the Bank will only exercise those rights as instructed by the Chargors.

9.7 The Bank may set off any amount due from the Chargors against any amount owed by the Bank to the Chargors. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

9.8 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Chargors, until the Chargors' Obligations, both before and after demand, have been paid in full. The Bank allowing the Chargors to make withdrawals will not waive this restriction in respect of future withdrawals.

10. Application of Payments

10.1 The Bank may apply any payments received for the Chargors to reduce any of the Chargors' Obligations, as the Bank decides.

10.2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Chargors' account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Chargors after the date of that notice will be applied first to repay the Chargors' Obligations arising after that date.

11. Preservation of Other Security and Rights and Further Assurance

11.1 This deed is in addition to any other security or guarantee for the Chargors' Obligations held by the Bank now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, and any contrary provisions in the Act are disapplied in this deed but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.

11.2 On request, the Chargors will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, each Chargor irrevocably appoints the Bank, and separately any receiver, to be its attorney (with full power of substitution and delegation), in its name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

13. Consents, Notices and Demands

13.1 All consents, notices and demands must be in writing.

13.2 The Bank may deliver a notice or demand to the Chargors at its registered office or at the contact details last known to the Bank.

13.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

13.4 A notice from a Chargor to the Bank will be effective on receipt.

14. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. Each Chargor authorises the Bank to give that person or its agent any financial or other information about the Chargors. References to the Bank include its successors.

15. Law

15.1 Irish law applies to this deed and the Irish Courts have exclusive jurisdiction.

15.2 For the benefit of the Bank, each Chargor irrevocably submits to the jurisdiction of the Irish law courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Chargors and may be enforced against the Chargors in the courts of any other jurisdiction.

Schedule 1

1. **ALL THAT AND THOSE**, the property comprised in Land Registry Folio 7359L of the Register County Louth, held under Lease dated 1 May 2006 between (1) Zokol Investments Limited and (2) Luzon Limited for a term of 500 years from 1 May 2006 subject to the rent as specified therein, and otherwise known as Unit 17, Northlink Retail Park, Dundalk, County Louth.

2. **ALL THAT AND THOSE** the property comprised in Folio 37970F of the Register County Louth and otherwise known as Units 1-4 Coes Road, Hardine Buildings, Industrial Estate, Dundalk, County Louth.

3. **ALL THAT AND THOSE** the property described in the second schedule to the Deed of Conveyance dated 10 October 1973 between The Urban District Council of The Urban District of Dundalk and Anord Electric Controls Limited and therein described as: "**ALL THAT AND THOSE** and part of the lands at Marshes Lower situate in the Barony of Dundalk Upper and County of Louth containing 0.85 of an acre statute measure or thereabouts situate at Coes Road, Marshes Lower, Dundalk and more particularly delineated and described on the map or plan thereof hereon endorsed and thereon edged red." And **ALL THAT AND THOSE** the property described in the Fee Farm Grant between The Urban District Council of The Urban District of Dundalk and Anord Electronic Controls Limited dated the 27 September 1978 and therein described as "**ALL THAT AND THOSE** part of the lands of Marshes Lower situate in the Barony of Dundalk Upper and County of Louth containing 0.38 acres Statute Measure approximately situate at Coe's Road, Marshes Lower Dundalk being the lands outlined in red on the Map attached hereto."

3.

Date | 1 | 3 | 0 | 5 | 1 | 6 | ← **You must date the document**

It is intended that this deed takes effect as a deed notwithstanding the fact that the Bank may only execute this document under hand.

Signed for the Bank

[redacted]

[redacted]

Given under the common seal of AE) Director [redacted]
Anord Control Systems (Holdings) Limited)
and **Delivered** as a deed) Director/Secretary [redacted]

[redacted]

Given under the common seal of) Director [redacted]
Anord Control Systems Limited)
and **Delivered** as a deed) Director/Secretary [redacted]

Executed as a **Deed**) [redacted]
by Anord Control Systems (UK) Limited) Director
acting by a director in the presence of)

[redacted]

[redacted] Signature of Witness

John McKenna
Solicitor
McKenna McArdle

Name Third Floor, Elgee Building,
Market Square,
Dundalk, Co. Louth.

Address

BANK'S COPY

Resolution re Debenture

Extract from the Minutes of a Meeting of the Director(s) of [Company Name] Registered No: [ ]

"After considering all the circumstances and on being satisfied that it is (1) in the interests of the Company for the purpose of carrying on its business and (2) consistent with the Directors' duties to promote the success of the Company for the benefit of its members as a whole, **it was resolved** that a debenture be granted to Ulster Bank Ireland Limited in the form produced to secure all the Company's liabilities to the Bank and that the Debenture be executed by the Company under seal in accordance with its Constitution."

I certify that:-

1. the above is a true extract from the Minutes of a Meeting of the Director(s) of the Company at which (all appropriate interests having been declared) a quorum entitled to vote was present held on *__________________ and that a copy of the Debenture has been retained by the Company.

2. when the Debenture was signed on **______________________ the signatory/ies to the Debenture held the capacity/ies stated below their signature(s).

Signature of Secretary ______________________

Date: *** ______________________

* Insert date of Meeting
** Insert date of Signing of Debenture
*** Insert date of Signing of Resolution

COMPANY'S COPY

Resolution re Debenture

Extract from the Minutes of a Meeting of the Director(s) of [Company Name] Registered No: [ ]

"After considering all the circumstances and on being satisfied that it is (1) in the interests of the Company for the purpose of carrying on its business and (2) consistent with the Directors' duties to promote the success of the Company for the benefit of its members as a whole, **it was resolved** that a debenture be granted to Ulster Bank Ireland Limited in the form produced to secure all the Company's liabilities to the Bank and that the Debenture be executed by the Company under seal in accordance with its Constitution."

I certify that:-

1. the above is a true extract from the Minutes of a Meeting of the Director(s) of the Company at which (all appropriate interests having been declared) a quorum entitled to vote was present held on *__________________ and that a copy of the Debenture has been retained by the Company.
2. when the Debenture was signed on **______________________ the signatory/ies to the Debenture held the capacity/ies stated below their signature(s).

Signature of Secretary ________________________

Date: *** ________________________________

* Insert date of Meeting
** Insert date of Signing of Debenture
*** Insert date of Signing of Resolution

CERTIFICATE OF COMPANY SECRETARY

RE: **Company Name** (the **Company)**

TO: **Ulster Bank Ireland Limited**

I, , Company Secretary of Company Name do hereby certify as follows:-

*1(a) The Company has not executed any Charges of any description which are not shown as registered in the Companies Registration Office; or

*1(b) The Company has executed the following Charges which are not shown as registered in the Companies Registration Office:-
(here insert details of any charges of any description executed by the Company)

2. No Resolution to wind-up the Company has been passed, no notice of a Meeting at which it is proposed to wind-up the Company has been issued or published and no petition has been presented or is pending to wind-up the Company or to place the Company in Receivership or to have a Receiver appointed.

*3(a) There is no litigation pending or threatened in relation to the property of the Company or any part of it nor has any adverse claim thereto been made by any person; or

*3(b) There is litigation pending or threatened in relation to the property of the Company and an adverse claim has been made:-
(please insert details)

*4(a) I confirm that no person other than the Company has made any direct or indirect financial contribution or is the beneficiary of any agreement or arrangement whereby that person has acquired an interest in the property of the Company or any part of it; or

*4(b) I confirm that the following persons other than the Company have made direct or indirect financial contributions or have acquired an interest in the property of the Company or any part of it:-
(please insert details)

DATED the day of

SIGNED ________________________________
Company Secretary

*** Delete whichever is inapplicable and initial.**