

MR01

Particulars of a charge

232932/13



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

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 MR0

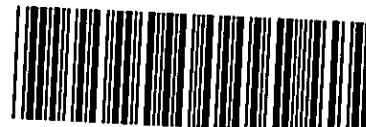
For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If 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 scanned and placed on the public record

FRIDAY



A36

\*A2HSD9ZN\*

27/09/2013

#195

COMPANIES HOUSE

**1 Company details**

Company number 0 0 4 8 8 1 8 3

Company name in full RFD LIMITED

For official use

13

→ **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 d2 d3 m0 m9 y2 y0 y1 y3

**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 LLOYDS TSB BANK PLC (AS SECURITY AGENT)

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

FREEHOLD PROPERTY SITUATE AT KINGSWAY IN THE TOWNLAND OF DUNMURRY, PARISH AND BARONY OF BELFAST UPPER AND COUNTY OF ANTRIM, COMPRISED IN AND ASSURED BY AN INDENTURE OF CONVEYANCE DATED 1 SEPTEMBER 1987 AND MADE BETWEEN THE DEPARTMENT OF ECONOMIC DEVELOPMENT (1) AND RFD LIMITED (2), (REGISTERED IN THE REGISTRY OF DEEDS, BELFAST, 5 MAY 1998, SERIAL NUMBER 70-169)

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**

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**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**

**MR01****Particulars of a charge****Presenter information**

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 **ELIZABETH POON**Company name  
**ALLEN & OVERY LLP**Address **ONE BISHOPS SQUARE**Post town **LONDON**

County/Region

Postcode **E 1 6 A D**

Country

DX

Telephone **020 3088 0000****Certificate**

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.

**Checklist**

**We may return forms completed incorrectly or with information missing**

**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

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**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'

**Where to send**

**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

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**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)**

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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)

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**Signature**

Please sign the form here

Signature

Signature

X Allen & Overy LLP (on behalf  
of Lloyds TSB Bank plc) X  
25/09/2013

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



**FILE COPY**

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

Company number 488183

Charge code: 0048 8183 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2013 and created by RFD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th September 2013.

*P*

Given at Companies House, Cardiff on 1st October 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Except for material redacted pursuant to  
s859G of the Companies Act 2006 I certify  
that this is a correct copy of the original  
document

*Allen & Overly LLP*

Dated 23 September 2013

**SURVITEC GROUP LIMITED  
RFD LIMITED**

**ALLEN & OVERLY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
www.allenoverly.com**

*25 September 2013*

**and**

**LLOYDS TSB BANK PLC  
(as Security Agent)**

**DEED OF CONFIRMATION (INCLUDING RENEWED SECURITY)**

(Mortgage Deed)

**Carson McDowell**  
Solicitors  
Murray House  
4 Murray Street  
Belfast  
BT1 6DN

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THIS DEED is made on 23 September

2013

**BETWEEN:-**

- (1) **SURVITEC GROUP LIMITED** (a company registered in England and Wales with company number 00905173) whose registered office is at 1-5 Beaufort Road, Birkenhead, Merseyside CH41 1HQ (the "**Beneficial Owner**");
- (2) **RFD LIMITED** (a company registered in England and Wales with company number 00488183) whose registered office is at 1-5 Beaufort Road, Birkenhead, Merseyside CH41 1HQ (the "**Legal Owner**"), and
- (3) **LLOYDS TSB BANK PLC** as agent and trustee for the Secured Parties (the "**Security Agent**").

**WHEREAS:**

- (A) Pursuant to the Facilities Agreement, the Lenders have made the Facilities available to the Borrowers.
- (B) Pursuant to the Original Mortgage, each of the Chargors have created Security over certain of their assets in favour of the Security Agent as security for their obligations to the Lenders, both present and future under or in connection with the Facilities Agreement (as amended and supplemented)
- (C) Pursuant to the 2011 Deed, each of the Chargors have created further Security over certain of their assets in favour of the Security Agent as security for their obligations to the Lenders, both present and future under or in connection with the Facilities Agreement (as amended and supplemented).
- (D) It is a condition to the Second Amendment and Restatement Agreement and to the continued availability of the Facilities that the Chargors confirms the security created by them under the Original Mortgage and the 2011 Deed.
- (E) The parties hereto agree that this Deed is supplemental to the Facilities Agreement, the Original Mortgage and the 2011 Deed

**NOW THIS DEED WITNESSES** as follows.

**1. Interpretation**

1.1 In this Deed (including the Recitals), unless the context otherwise requires:

"**2011 Deed**" means the Deed of Confirmation (including renewed security) dated 24<sup>th</sup> August 2011 and made between (1) the Beneficial Owner (2) the Legal Owner and (3) the Security Agent, the benefit of which is now held by the Security Agent

"**First Amendment and Restatement Agreement**" means the amendment and restatement agreement to the Facilities Agreement dated 3<sup>rd</sup> August 2011 between (1) Survitec Group (Finance 3) Limited as Parent (2) Lloyds TSB Bank PLC as Facility Agent and others as detailed therein;

"**Chargors**" means both the Beneficial Owner and the Legal Owner, and "Chargor" shall be interpreted accordingly;



**"Facilities"** means the funds advanced to the Borrowers pursuant to the Facilities Agreement,

**"Facilities Agreement"** means the Facilities Agreement dated 28<sup>th</sup> January 2010 entered into by, amongst others, the Parent, Survitec Group (Holdings) Limited and the Security Agent as the same has been amended and restated by the First Amendment and Restatement Agreement and further amended and restated by the Second Amendment and Restatement Agreement and from time to time thereafter,

**"Fixtures"** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery included in the Chargor's Mortgaged Property;

**"Liabilities"** has the meaning given to that term in the Intercreditor Agreement;

**"Mortgaged Property"** means all freehold and leasehold property which a Chargor purports to mortgage or charge under this Deed including, without limitation, any freehold or leasehold property specified in the Schedule (Real Property);

**"Original Mortgage"** means the Mortgage dated 5<sup>th</sup> March 2010 and made between (1) the Beneficial Owner (2) the Legal Owner and (3) the Security Agent, the benefit of which is now held by the Security Agent;

**"Second Amendment and Restatement Agreement"** means the amendment and restatement agreement to the Facilities Agreement dated 8<sup>th</sup> August 2013 between (1) Survitec Group (Finance 3) Limited as Parent (2) Lloyds TSB Bank PLC as Facility Agent and Security Agent and others as detailed therein;

**"Secured Obligations"** means all the Liabilities and all other present and future obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) at any time due, owing or incurred by any member of the Group (including each Chargor) to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

1.2 Any reference in this Deed to:-

- (a) the **"Chargors"** or the **"Security Agent"** shall be construed as a reference to their respective and any subsequent successors and assigns; and
- (b) a **"Clause"** or **"Schedule"** shall, unless otherwise stated, be construed as a reference to a clause or schedule hereof

1.3 Save where the contrary is indicated, any reference in this Deed to this Deed or to any other agreement (including, without limitation, the Facilities Agreement) or document shall be construed as a reference to this Deed or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated, substituted or supplemented and so that any reference to this Deed shall include, unless the context otherwise requires, any agreement or document expressed to be supplemental hereto or expressed to be collateral herewith or which is otherwise entered into pursuant to or in accordance with the provisions hereof.

1.4 Save where the same are expressly varied or amended herein, any defined term used in this Deed and not expressly defined herein shall bear the same meaning

as is ascribed to that term in the Facilities Agreement. This Deed is a Finance Document. This Deed is intended to be a Transaction Security Document.

## **2. Confirmation of the Original Mortgage**

The Chargors each hereby expressly confirm and acknowledge that the security created by each of them under the Original Mortgage shall continue in full force and effect as a continuing security for the obligations of the Chargors to the Security Agent under or in connection with the Facilities Agreement on the terms of the Original Mortgage.

## **3. Confirmation of the 2011 Deed**

The Chargors each hereby expressly confirm and acknowledge that the security created by each of them under the 2011 Deed shall continue in full force and effect as a continuing security for the obligations of the Chargors to the Security Agent under or in connection with the Facilities Agreement on the terms of the 2011 Deed.

## **4. Creation of New Security**

### **4.1 General**

- (a) All the Security created by this Deed:
  - (i) is created in favour of the Security Agent as agent and trustee for the Secured Parties;
  - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
  - (iii) is, where relevant, made as beneficial and/or legal owner.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties
- (c) The fact that no, or incomplete, details of any Mortgaged Property are inserted in the Schedule (Real Property) does not affect the validity or enforceability of this Security.

### **4.2 Land**

- (a) Each Chargor as security for the payment of the Secured Obligations:
  - (i) grants and demises unto the Security Agent all that freehold unregistered property (if any) vested in such Chargor including, without limitation, all that property more particularly set out in the Schedule (Real Property) to hold the same unto the Security Agent for the term of 10,000 years from the date hereof;
  - (ii) demises unto the Security Agent all that leasehold unregistered property (if any) vested in such Chargor including, without limitation, all that property more particularly set out in the Schedule (Real Property) to hold the same unto the Security Agent for the residue of the term of years created by the respective leases short particulars of which are set out in the Schedule (Real Property) less the last three days thereof;

- (iii) charges all that property (if any) comprised in and registered under the folio number(s) as more particularly set out in the Schedule (Real Property) with payment to the Security Agent of all monies due or to become due by any Chargor to the Security Agent and hereby requests that the charge hereby created be registered as a burden on the said property and applies to the Registrar for the registration in the above-mentioned Folio(s) of the following inhibition:

"except under an order of the Registrar no charge or other security interest is to be registered or noted without the consent of the Registered Owner for the time being of the Charge registered on..."

- (iv) (to the extent that they are not the subject of a mortgage or charge under sub-paragraph (i), (ii) or (iii) above) charges by way of first fixed charge all estates or interests in any freehold or leasehold property owned by such Chargor and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use the property.

- (b) A reference in this Deed to any freehold or leasehold property includes:

- (i) all buildings, erections or Fixtures on that property owned by the relevant Chargor; and
- (ii) the benefit of any covenant for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any monies paid or payable in respect of those covenants.

- (c) It is hereby agreed and declared that each Chargor shall stand possessed of the reversion immediately expectant upon the term of years hereby granted in any part of the property referred to in the Schedule (Real Property) in trust for the Security Agent and to assign, convey or dispose of the same as the Security Agent may direct (subject to the covenant to release herein contained) and the Security Agent may at any time during the continuance of the security hereby created remove any Chargor or any other person, persons or body corporate from being a trustee of the trust declared by this clause and on the removal of any Chargor or such other person, persons or body corporate, appoint a new trustee or trustees in his, their or its place.

## **5. Restriction on dealings**

No Chargor may:

- (a) create or allow to exist any Security on any of the Mortgaged Property; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of the Mortgaged Property,

unless permitted under any Finance Document.

## **6. Covenant to pay**

Each Chargor must pay or discharge the Secured Obligations in the manner provided for in the Finance Documents.

## **7. Land**

### **7.1 Title**

Each Chargor represents and warrants to each Secured Creditor that:

- (a) it is the legal and/or beneficial owner of the Mortgaged Property; and
- (b) nothing is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or registered dispositions over its Mortgaged Property.

### **7.2 Compliance with leases and covenants**

Each Chargor must not do, or allow to be done, any act as a result of which any lease comprised in its Mortgaged Property may become liable to forfeiture or otherwise be terminated.

### **7.3 Acquisitions**

If a Chargor acquires any freehold or leasehold property after the date of this Deed, it must

- (a) promptly notify the Security Agent;
- (b) promptly on request by the Security Agent (such request not to be made by the Security Agent more than once in any six month period) and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage and/or charge in favour of the Security Agent of that property in any form (consistent with this Deed) which the Security Agent may reasonably require;
- (c) if the title to that freehold or leasehold property is registered at the Land Registry of Northern Ireland or required to be so registered, give the Land Registry of Northern Ireland written notice of this Security; and
- (d) if applicable, ensure that this Security is correctly noted in the Folio against that title at the Land Registry of Northern Ireland.

### **7.4 Notices**

Each Chargor must, as soon as reasonably practicable after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to its Mortgaged Property (or any part of it) which would or would be reasonably likely to have a material adverse effect on the value, saleability or use of any of the Mortgaged Property:

- (a) deliver a copy to the Security Agent; and
- (b) if this Security has become enforceable inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement.

## **7.5 Leases**

No Chargor may in respect of its Mortgaged Property (or any part of it).

- (a) grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy,
- (b) agree to any surrender of any lease or tenancy; or
- (c) commence any forfeiture proceedings in respect of any lease or tenancy

except as permitted under the Facilities Agreement.

## **7.6 The Land Registry of Northern Ireland**

- (a) Each Chargor consents to an inhibition in the following terms being entered on the Folio relating to the Mortgaged Property registered at the Land Registry of Northern Ireland.

"No disposition of the interest by the registered owner of the registered estate is to be registered without a written consent signed by the registered owner for the time being of the security agreement dated [•] in favour of [•] referred to in the Folio or, if appropriate, signed on such registered owner's behalf by its authorised signatory."

- (b) Each Chargor applies to the Registrar of Titles for a notice in the following terms to be entered on the Folio relating to any Mortgaged Property registered at the Land Registry of Northern Ireland:

"The lenders under a facilities agreement dated 28<sup>th</sup> January 2010 between, amongst others, Survitec Group (Finance 3) Limited (previously known as Cyclondrift Limited) as the Parent, TSB Bank PLC as facility agent and TSB Bank PLC as security agent are under an obligation (subject to the terms of that facilities agreement) to the Parent to make further advances and the security agreement referred to in the folio dated [•] in favour of [•] (as agent and trustee for the Secured Parties referred to in that security agreement) secures those further advances."

## **7.7 Deposit of Title Deeds**

Each Chargor must deposit with the Security Agent promptly following a reasonable request all deeds and documents of title within its possession or control relating to its Mortgaged Property and all property certificates and searches and similar documents relating to its Mortgaged Property received by it or on its behalf and within its possession or control.

## **7.8 Investigation of Title**

After this Security has become enforceable, each Chargor must grant the Security Agent or its lawyers on request all facilities within the power of that Chargor to enable the Security Agent or its lawyers (at the expense of the Chargor) to.

- (a) carry out investigations of title to the Mortgaged Property; and
- (b) make such enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out.

#### **7.9 Report on Title**

After this Security has become enforceable, each Chargor must, as soon as practicable after a request by the Security Agent, supply the Security Agent with a Report on Title of that Chargor to its Mortgaged Property concerning those items which may be properly sought to be covered by a prudent mortgagee in a lawyer's report of this nature.

#### **7.10 Power to remedy**

If a Chargor fails to perform any action which it is obliged to take under this Deed affecting its Mortgaged Property, the Chargor must allow the Security Agent or its agents and contractors (in each case acting reasonably):

- (a) If the Security Agent reasonably considers it necessary having consulted with the relevant Chargor, to enter any part of the Mortgaged Property; and
- (b) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, stipulation or term or to comply with or object to any notice served on that Chargor in respect of the Mortgaged Property.

That Chargor must immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors reasonably incurred in connection with any action taken by it under this sub-clause.

#### **8. Incorporation**

The provisions of clause 3 (Representations and warranties - General) and clauses 6 (When Security Becomes Enforceable) to 20 (Enforcement) (inclusive) (other than clauses 14.1 (Covenant to Pay), 14.5 (Notice of Assignment), 18 (Counterparts) and 19 (Governing Law)) of the Original Mortgage are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

#### **9. Counterparts**

This Deed may be executed in any number of counterparts and this will have the same effect as if the signatures on the counterpart were on a single copy of this Deed.

#### **10. Third Parties**

It is not intended by the parties hereto that any party should have the benefit of this Deed where that party is not named as a party to this Deed, so that no rights shall arise pursuant to the Contracts (Rights of Third Parties) Act 1999 with the express exclusion that the parties hereto acknowledge that the Lenders may rely upon the provisions of this Deed, either through the Security Agent or otherwise, and the provisions of this Deed shall be expressly stated to be for the benefit of the Security Agent and for the Lenders.

#### **11. Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Northern Ireland

**IN WITNESS** whereof this Deed has been entered into the day and year first above written.

## **SCHEDULE**

### **REAL PROPERTY**

- . ALL THAT freehold property situate at Kingsway in the Townland of Dunmurry, Parish and Barony of Belfast Upper and County of Antrim, comprised in and assured by an Indenture of Conveyance dated the 1<sup>st</sup> day of September 1987 and made between The Department of Economic Development (1) and RFD Limited (2) (registered in the Registry of Deeds, Belfast on 5<sup>th</sup> May 1998 Serial Number 70-169)



EXECUTION PAGE

**THE BENEFICIAL OWNER**

Executed as a Deed  
(but not delivered until the date hereof) by  
**SURVITEC GROUP LIMITED**  
acting by CHRISTOPHER BATEJ,  
a director

  
\_\_\_\_\_  
DIRECTOR

in the presence of:

Witness' name: LAURA DAVIS

Witness' signature: \_\_\_\_\_

Occupation: TRAINEE SOLICITOR

Address: \_\_\_\_\_

**ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
www.allenoverly.com**


**THE LEGAL OWNER**

Executed as a Deed  
(but not delivered until the date hereof) by  
**RFD LIMITED**  
acting by CHRISTOPHER BATEJ,  
a director

  
\_\_\_\_\_  
DIRECTOR

in the presence of:

Witness' name: LAURA DAVIS

Witness' signature: \_\_\_\_\_

Occupation: TRAINEE SOLICITOR

Address: \_\_\_\_\_

**ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
www.allenoverly.com**

**THE SECURITY AGENT**

Executed as a Deed  
(but not delivered until the date hereof) by  
**LLOYDS TSB BANK PLC**  
acting by JOE KNIGHT  
a director

  
\_\_\_\_\_  
DIRECTOR

in the presence of:

Witness' name. LAURA DAVIS

Witness' signature: \_\_\_\_\_

Occupation: Trainee Solicitor

Address: \_\_\_\_\_  
\_\_\_\_\_

**ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
[www.allenoverly.com](http://www.allenoverly.com)**