| in a gardance with Fections 859A and 859) of the Companies | MR01 | |
|--|---|--|
| Act 2006 | Particulars of a charge | (CH) |
| | | Companies House |
| | A fee is payable with this form Please see 'How to pay' on the last page You can use the WebFiling service to Please go to www companieshouse gov | vuk |
| • | 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 instrument Use form MR08 | For further information, places |
| ·· | 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 delivered outside of the 21 days it will be rejected unless it is accompan court order extending the time for delivery | *A3511R4Z* A03 03/04/2014 |
| Ĉ | You must enclose a certified copy of the instrument with this form. This scanned and placed on the public record. | COMPANIES HOUSE |
| 1 | Company details | For official use |
| Company number | 0 2 6 1 5 6 2 5 | Filling in this form Please complete in typescript or in |
| Company name in fu | IRL Group Limited | bold black capitals |
| ✓ | | All fields are mandatory unless specified or indicated by * |
| 5 | Charge creation date | (specified of molecules by |
| | · · · · · · · · · · · · · · · · · · · | |
| Charge creation date | | |
| 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 / | HSBC BANK PLC | - |
| Name | | |
| Name | | - |
| | | - [|
| Name | | - |
| Name | | - |
| Name | If there are more than four names, please supply any four of these names then tick the Statement below | - |
| Name | | |
| Name | tick the Statement below I confirm that there are more than four persons security agents or | |

| * | MRO1 Particulars of a charge | |
|-------------|--|--|
| 4 | 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 | A Legal Mortgage over the Freehold properties known as Unit C2 and Unit 1, Swingbridge Road, Loughborough HM Land Registry Title Number LT276374, LT268917 | |
| | | |
| | | |
| | | |
| 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 | |
| 6 | ✓ | <u> </u> |
| J | Is the instrument expressed to contain a floating charge? Please tick the appropriate box | |
| | Yes Continue | |
| | Is the floating charge expressed to cover all the property and undertaking of | |
| | the company? | |
| 7 | Negative Pledge | <u></u> |
| | 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 tuck the appropriate box | |
| | ∕ |] |

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| : | MRO1 Particulars of a charge | |
|-----------|---|--|
| 8 | Trustee statement • | <u>. </u> |
| _ | 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 | This statement may be filed at the registration of the charge form MR06) |
| 9 | Signature | |
| | Please sign the form here | |
| Signature | X Janes X | |
| | This form must be signed by a person with an interest in the charge | |
| | | |
| | | |
| | | |
| | | |

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.

HSBC BANK PLC SECURITIES PROCESSING PO BOX 3924 SHEFFIELD SOUTH YORKSHIRE S 1 9 B D UNITED KINGDOM 712350 SHEFFIELD 19 08456 035 366

✓ 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 onginal instrument, it must be a certified copy

Important information

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

E How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed

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.or email 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

| In a pordance with Settions 859A and RO1 - Continuation page 859I of the Companies Act 2006 Particulars of a charge | | | | |
|---|--|---|--|--|
| 4 | 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 | | | |
| Description | | | | |
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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2615625

Charge code: 0261 5625 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd April 2014 and created by IRL GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2014

ot

Given at Companies House, Cardiff on 8th April 2014





Save for the material redacted pursuant to s.859G of the Companies Act 2006,

We hereby certify this is a true and accurate copy of the original document. For and on behalf of HSBC Bank plc/

Checker's Instal

HSBC Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official.

HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.

If any of the debts and/or the other habilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other habilities.

The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank plc on your behalf

This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future

This Mortgage and the Mortgage Deed Conditions contain other terms which affect you

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Direct Legal Mortgage Aldco

Page 1 of 4

Legal Mortgage of Land - Direct - Company Aldco (11/06 Revision)

Bank Reference SC7845777293K

day of ceri-

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THIS LEGAL MORTGAGE dated the thousand and

BETWEEN Mortgagor IRL Group Limited Number 02615625 ("you")

and HSBC Bank pic ("the Bank") whose address for service for entry on the register is HSBC Bank pic, Securities Processing Centre, P O Box 3924, Sheffield S1 9BD

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition) ("the Conditions") which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions

The Main Subject Matter of this Mortgage

1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

(a) the Property. Freehold properties known as Unit C2 and Unit 1 Swingbridge Road Loughborough registered at H M Land Registry with title number: LT276374; LT268917;

the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property,

any shares or membership rights mentioned in paragraph 3 of the Conditions, (c)

any goodwill of any business from time to time carried on at the Property,

any rental and other money payable under any lease, licence, or other interest created in respect of the

any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to

2. The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt")

This includes, but is not limited to

- (a) overdrafts, personal and other loans or facilities and further advances of money,
- guarantees and indemnities to the Bank and any of your contingent liabilities, (b)

discount, commission and other lawful charges and expenses,

interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement,

money agreed to be paid by you under paragraph 24 of the Conditions

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between Borrower and the Bank

Form of Charge Filed at H M Land Registry under reference MD618J

Page 2 of 4

Legal Mortgage of Land - Direct Company Aldco (11/06 Revision)

Bank Reference SC7845777293K

Restriction

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above, "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2 April in favour of the HSBC Bank plc referred to in the Charges Register"

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

IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE

| Signed as deed by IRI | Group Limited actu | ne hv | |
|--|---------------------------|--------------------|--|
| neriou as acout of the | Strain State acus | ··· 6 ~ J | |
| Signature | | Director | |
| Name in full | STENHRT (Block leners) | JONES | (For use by a Common Seal) |
| Signature | | Director/Secretary | |
| Name in full | MAM. O | LERGNENA | د |
| Signed as deed by IRI | L Group Limited acti | ng by | |
| Signature | | _Director | |
| Name in full | (Block letters) | - - | (For use where one director is authorised to sign) |
| In the presence of Signature of witness | | Witness | |
| Full name of witness | (Block letters) | _ | |
| Address | | | |
| Occupation | | | |
| For and on behalf of | HSBC Bank plc | | |
| Nul | · | | |
| For and on behalf of | HSBC Bank plc | | |

Page 4 of 4
Legal Mortgage of Land - Direct Company - Aldco (11/06 Revision)

Bank Reference SC7845777293K

