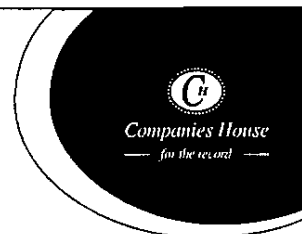


MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge.

☐ **What this form is NOT for**
You cannot use this form to
a statement of satisfaction
or in part of a fixed charge
company registered in Scot
do this, please use form MC

TUESDAY



J20KEZPT

JNI

22/01/2013

#107

COMPANIES HOUSE

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 *

1 Company details

Company number **N 1 0 0 3 9 5 6**

Company name in full **Abbicoll Springs Limited**

2 Creation of charge

Date charge created **2 8 1 1 2 0 0 3**

Description **1 Mortgage Debenture**

Date of registration **2 4 1 2 2 0 0 3**

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'.

2 The date of registration may be
confirmed from the certificate.

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders.

Name **Ulster Bank Limited**

Address **11-16 Donegall Square East**

Belfast

Postcode **B T 1 5 U B**

Name **Ulster Bank Ireland Limited**

Address **Ulster Bank Group Centre, George's Quay**

Dublin 2, Ireland

Postcode

Name

Address

Postcode

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

MG02

Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

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

Short particulars

Please see attached continuation sheet.

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full.
☐ In part.

① Please tick one box only.

6

Signature

Please sign the form here.

Signature

Signature

X

DBSOL

X

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

MG02

Statement of satisfaction in full or in part of mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Anne Carlisle**

Company name **Abbicoll Springs Limited**

Address **21 Carn Road**
Carn Industrial Estate

Post town **Portadown**

County/Region **Co. Armagh**

Postcode **B T 6 3 5 W G**

Country **N. Ireland**

DX

Telephone **028 3833 3482**



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 completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property mortgaged or charged.
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ You have signed the form.



Important information

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



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

CONTINUATION SHEET 1

1.
 - (a) all sums of money which have been or are now or may hereafter from time to time be advanced to the Company by the Bank;
 - (b) all other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent and whether incurred solely, severally, jointly and as principal or surety;
 - (c) (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under this Mortgage Debenture and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Company by the Bank, or by any Receiver or by any delegate or sub-delegate appointed by the Bank pursuant to this Mortgage Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any Receiver, delegate or sub-delegate as aforesaid PROVIDED THAT, in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this Clause 2(1)(c), interest shall accrue and be payable as from the date on which the same are paid by the Bank, or by any such Receiver, delegate or sub-delegate as therein mentioned or become due to such Receiver, delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof and PROVIDED FURTHER THAT such costs, charges, and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Mortgage Debenture and the recovery of the liabilities secured by it; and
 - (d) interest and charges upon or relating to all such advances, indebtedness, liabilities, costs, expenses and other moneys until demand at the Agreed Rate of Interest or in default of any Agreed Rate of Interest at the Specified Rate of Interest and from and after demand until full discharge (as well after as before judgment) at the Specified Rate of Interest or the Agreed Rate of Interest (whichever is the higher) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest.
2. A certificate signed by an officer of the Bank as to the money and liabilities for the time being due or incurred to the Bank from or by the Company shall for all purposes (in the absence of manifest error) be conclusive evidence against and binding on the Company.

CONTINUATION SHEET 2

1. (1) The Company (to the intent that the security hereby created shall rank as a continuing security in favour of the Bank) as security for the payment and discharge of the Secured Obligations as beneficial owner hereby:
 - (a) by way of fixed equitable charge charges all estates or interests in any freehold and leasehold property now and at any time during the continuance of this security belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder (together "the Equitably Charged Property") and/or the proceeds of sale of the Equitably Charged Property;
 - (b)
 - (i) by way of fixed charge charges all book debts and other debts now and from time to time due or owing to the Company including, for the avoidance of doubt, under interest rate risk hedging arrangements ("the Book and Other Debts") and all moneys which the Company receives in respect thereof;
 - (ii) by way of fixed charge charges all balances standing to the credit of any current, deposit or other account of the Company with the Bank (including, inter alia, any account with the Bank designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other bankers, financial institutions or similar third parties ("the Credit Balances");
 - (c) charges by way of assignment, the Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Equitably Charged Property including but not limited to all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Equitably Charged Property and all guarantors and sureties for the obligations of such persons;
 - (d) charges by way of assignment
 - (i) the benefit of all guarantees, indemnities, warranties and representations given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by the Company in relation to the Equitably Charged 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 Equitably Charged Property and any other person firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons;
 - (ii) all right, title and interest of the Company in and to all payments made under any and all present and future insurance policies in respect of the Equitably Charged Property; provided that nothing in

CONTINUATION SHEET 3

this sub-clause shall constitute the Bank as a mortgagee in possession;

- (iii) the benefit of all rights and claims of the Borrower under or in respect of the Development Documents and all other contracts, agreements rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Company;
 - (e) by way of fixed charge charges all stocks, shares and/or other securities in any other body corporate whether or not certificated (together "the Securities") now or at any time during the continuance of this security belonging to the Company (including, without prejudice to the generality of the foregoing, loan capital, indebtedness or liabilities on any account or in any manner owing to the Company) and all rights in respect of or incidental to the Securities;
 - (f) by way of fixed charge charges the goodwill and the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the direction of the Company or a Receiver or a Liquidator) and the licences, patents, patent applications, trade names and rights in trademarks, copyrights, whether registered or not, rights in the nature of copyright, registered designs, know how, inventions, rights in confidential information, service marks and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company (together the "Goodwill and Intellectual Property");
 - (g) by way of fixed charge charges all plant, machinery, vehicles, computers and office and other equipment now or at any time during the continuance of this security belonging to the Company other than insofar as it is part of the Company's stock in trade (together "the Equipment");
 - (h) by way of floating charge charges its undertaking and all its other property, assets and rights whatsoever and wheresoever present and/or future, including those expressed as charged by way of fixed charge if, and to the extent that, such charge may fail (whether by virtue of the laws of Northern Ireland or the laws of any other jurisdiction in which the relevant property, asset or right is located or to which it is subject) for any reason to operate as a fixed charge (hereinafter called "the Property charged by way of Floating Charge" and together with the Equitably Charged Property, the Book and Other Debts, the Credit Balances, the Rental Income, the Agreements for Lease, the Securities, the Goodwill and Intellectual Property, the Equipment and all other property hereby mortgaged or charged collectively called "the Charged Property" which expression may be taken to refer to the real and/or the personal or incorporeal property hereby mortgaged or charged as the context may require or admit); and
- (2) Each charge, mortgage or assignment by way of security hereby created is separate, independent of and distinct from and in addition to every other such charge, mortgage or assignment.
2. The Company covenanted that it would not without the prior consent in writing of the Bank:-

CONTINUATION SHEET 4

- (a) create any mortgage, charge or other security interest over all or any part of the Equitably Charged Property, Equipment, Goodwill and Intellectual Property, or any interest therein without the consent in writing of the Bank.
 - (b) sell, transfer, lease, assign or part with possession of the Equitably Charged Property or any part thereof nor confer upon any person, firm, company or body whatsoever any licence, right or interest to occupy it or any part thereof without the consent in writing of the Bank.
 - (c) With reference to the Book and Other Debts in the absence of specific written instructions from the Bank to the contrary the Company shall collect in the Book and Other Debts and shall pay into the Company's current account with the Bank and/or if so directed by the Bank into a special or specifically designated account with the Bank either in the name of the Company or the Bank or in the joint names of the Company and the Bank or into such other account as the Bank may direct all moneys which it may receive in respect of the Book and Other Debts and shall not sell, factor, discount or otherwise charge or assign the same in favour of any other person or purport to do so without the prior consent in writing of the Bank and the Company shall if called upon to do so by the Bank from time to time execute legal assignments of such Book and Other Debts to the Bank in such form and on such terms as the Bank may direct.
 - (d) sell or otherwise charge or assign any Credit Balance in favour of any person or purport to do so without the prior consent in writing of the Bank.
 - (e) create any mortgage, charge or other security interest over the Securities or any part of or any interest in the same without the consent in writing of the Bank.
 - (f) With reference to the Equipment, the Company covenanted that, without the prior consent in writing of the Bank it would not, nor would it agree to:-
 - (i) sell, assign, mortgage, charge, transfer title to or otherwise dispose of any part of the Equipment; nor
 - (ii) lease, hire or otherwise part with possession (except in the ordinary course of maintenance) or operational control of any part of the Equipment or any interest therein.
 - (g) With reference to the Property charged by way of Floating Charge the Company covenanted that it would not without the consent in writing of the Bank:-
 - (i) create any mortgage, charge or other security interest ranking in priority to, pari passu with or subsequent to that charge; and/or
 - (ii) sell or otherwise dispose of the whole or, except in the ordinary course of trading and for full value, any part of the Company's undertaking;
 - (h) With reference to the Rental Income the Company covenanted that it would not compound release exchange set-off grant time or indulgence in respect of or otherwise deal with any of the Rental Income or do anything whereby the recovery of the same may be impeded delayed or prevented and the Company shall enforce
-

CONTINUATION SHEET 5

its rights in respect of the same.

3. With reference to the Property charged by way of Floating Charge, the Bank may by notice to the Company convert the floating charge into a specific charge as

regards any assets or class of assets specified in such notice including in particular, but without limitation, any assets which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a Receiver thereof.

4. The Company agrees to effect and maintain such insurances as are normally maintained by prudent companies carrying on similar business.
-

CONTINUATION SHEET 6

Definitions and Interpretation

1. In this Mortgage Debenture, except to the extent that the context requires otherwise:
 - (1) **"Agreed Rate of Interest"** means the most recent rate of interest from time to time agreed between the Bank and the Company.
'Agreements for Lease' means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Legally Mortgaged Property (including, without limitation, in relation to any lease, license, tenancy or right to occupy whether on a fixed term or periodic basis).
"Associated Company" means a company which would be a Subsidiary within the meaning of Article 4 of the 1986 Order if the relevant holding of equity share capital was more than ten per cent (rather than half) in nominal value;
"Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open for business in Belfast;
'Development Documents' means all present and future building contracts, development plans, appointments of professionals, warranty agreements in favour of the Company, and any other agreement or document relating to the acquisition, construction, management, design, servicing, marketing, development, operation or use of the Legally Mortgaged Property, the Equitably Charged Property or any part thereof;
"Environmental Law" means all laws (statutory, common law or otherwise) including (without limitation) circulars, guidance notes and codes of practice from time to time regulating the carrying on of any process or activity on its premises and any emissions from all waste produced by such process or activity and any such chemicals or substances relating to the same whether relating to health and safety, the workplace, the environment or the provision of energy (including, without limitation, the Health and Safety at Work (Northern Ireland) Order 1978, the Pollution Control and Local Government (Northern Ireland) Order 1978, the Control of Pollution Act 1974, the Planning (Northern Ireland) Order 1991, the Clean Air (Northern Ireland) Order 1981, the Water Act (Northern Ireland) 1972, the Water and Sewage Services (Northern Ireland) Order 1973 (as amended), the Public Health (Ireland) Act 1878, the Industrial Pollution Control (Northern Ireland) Order 1997 and the Waste and Contaminated Land (Northern Ireland) Order 1997 and any European Community legislation regulating the same) from time to time in force and any other instrument, plan, regulation, permission, authorisation and direction made or issued thereunder or deriving validity therefrom;
"Environmental Licence" means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Laws;
"Holding Company" and **"Subsidiary"** are respectively as defined in Article 4 of the 1986 Order;
"Planning Acts" means the Planning (Northern Ireland) Orders 1972 and 1991;
"Receiver" has the meaning attributed thereto in Clause 17(1) hereof;
'Rental Income' means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Legally Mortgaged Property or the Equitably Charged Property or any agreement for lease or otherwise without limitation derived by the Company from the Legally Mortgaged Property or the Equitably Charged Property or otherwise paid to or received by the Company in respect of the Legally Mortgaged Property or

CONTINUATION SHEET 7

the Equitably Charged Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like.

"Secured Obligations" means the monies due, owing or incurred by and other liabilities of the Company to the Bank the payment and discharge of which are the subject of covenants, undertakings and agreements contained in this Mortgage Debenture PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, this Mortgage Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Articles 161 and 162 of the 1986 Order and in respect of which the appropriate procedures in accordance with Articles 165 -168 of the 1986 Order have not been complied with;

"Specified Rate of Interest" means a rate calculated on a daily basis 5 % per annum, above the Bank's Base Rate from time to time;

"1881 Act" means the Conveyancing and Law of Property Act 1881;

"1986 Order" means the Companies (Northern Ireland) Order 1986 as supplemented and amended by the Companies Consolidation (Consequential Provisions) (Northern Ireland) Order 1986 the Companies (Northern Ireland) Order 1990 and the Companies No. 2 (Northern Ireland) Order 1990; and

"1989 Order" means the Insolvency (Northern Ireland) Order 1989.