

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST

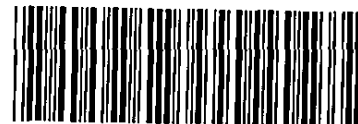


Companies House

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

You can use the WebFiling
Please go to www.companieshouse.gov.uk

THURSDAY



J2KMBVIP

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07/11/2013

#19

COMPANIES HOUSE

☒ **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
an instrument. Use form MR08.

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. 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. This will be
scanned and placed on the public record.

1 Company details

Company number N 1 6 1 0 1 3 2

Company name in full AMBER GREEN ENERGY LIMITED

For official use
00001

→ **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 2 5 1 0 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 FULTON SAMUEL RICHARDS LTD (NI606384)

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

All monies charge secured against all the lands comprised folio AR97589L County Armagh.

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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Particulars of a charge

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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  X

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

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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	Mark Dodds
Company name	MacCorkell Legal & Commercial
Solicitors	
Address	Garvet Studios
	8-10 Longstone Street
Post town	Lisburn
County/Region	Antrim
Postcode	B T 2 8 1 T P
Country	Northern Ireland
DX	3396 NR LISBURN
Telephone	02892669555



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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI610132

Charge code: NI61 0132 0001

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 25th October 2013 and created by AMBERGREEN ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2013.

Given at Companies House, Belfast on 8th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

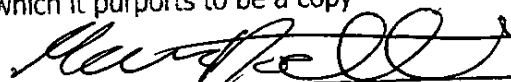
DATED 25 October 2013

- (1) AMBER GREEN ENERGY LIMITED
- (2) FULTON SAMUEL RICHARDS LTD

LEGAL CHARGE

relating to the property known as 35 Ballygasey Road, Loughgall, County Armagh

Certified to be a true copy of the original of
which it purports to be a copy



MacCorkell Legal & Commercial
Private Client & Commercial Solicitors
Garvey Studios, 8-10 Longstone Street
Lisburn, BT28 1TP

Tughans

LAND REGISTRY OF NORTHERN IRELAND

FOLIO NUMBER: AR97589L

COUNTY: ARMAGH

REGISTERED OWNER: STEPHEN TODD

THIS DEED OF LEGAL CHARGE is dated 25 October 2013 and is made as a **DEED BETWEEN:**

- (1) **AMBER GREEN ENERGY LIMITED** a company incorporated in Northern Ireland with company number NI610132 and whose registered office is situated at Orchard Business Centre, Derrycaw Road, Moy, County Tyrone BT71 6SX (the "**Borrower**").
- (2) **FULTON SAMUEL RICHARDS LTD** a company incorporated in Northern Ireland with company number NI606384 and whose registered office is situated at Garvey Studios, 8-10 Longstone Street, Lisburn, County Antrim, BT28 1TP (the "**Lender**").

NOW THIS DEED WITNESSES THAT:

1. DEFINITIONS AND INTERPRETATION

1.2 Interpretation

In this Charge:

- (a) references to Clauses and Schedules are to be construed as references to the clauses of, and the schedules to, this Charge;
- (b) 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;
- (c) words importing the singular are to include the plural and vice versa;
- (d) 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;
- (e) references to any person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect;
- (f) 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 order, regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision;
- (g) clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- (h) "**£**" and "**sterling**" shall mean pounds sterling, the lawful currency for the time being of the United Kingdom.

2. COVENANT TO PAY AND CHARGING PROVISION

In consideration of the Lender paying to the Borrower the sum of **THIRTY THOUSAND POUNDS** (£30,000.00) on 25 October 2013 the Borrower:

- (a) **GRANTS AND DEMISES** unto the Lender the property more particularly described in the Schedule hereto (the "**Property**") (i) **TO HOLD** so much of the same as is held in fee simple or under fee farm grant unto the Lender for the term of 1,000 years from the date hereof; and/or (ii) **TO HOLD** so much of the same as is of leasehold tenure unto the Lender for the residue of the respective terms of years for which the Borrower now holds the same respectively less the last day of such terms, **SUBJECT** as to all the Property to the proviso for redemption hereinafter contained **PROVIDED THAT** the Borrower shall stand possessed of or entitled to the reversion in the Property expectant upon any term or terms hereby granted in the Property and all other estate or interest now acquired or hereafter to be acquired in the Property in trust for the Lender and shall convey, assign or dispose of that interest as the Lender shall direct subject to any right of redemption which may be subsisting and the Borrower hereby authorises the Lender at any time to remove him as trustee and to appoint the Lender or any other person as new trustee(s) in his place and to vest all the estate and interest of the Borrower in such new trustee(s); and
- (b) **CHARGES** unto the Lender so much of the Property, title to which is registered land.

3. **COVENANTS RELATING TO THE BALANCE PAYMENT**

The Borrower consents to the registration of this Charge as a burden affecting the Property in favour of the Lender and covenants with the Lender to repay the amount secured hereby free from any legal or equitable right of set-off on 20th December 2013 or as may be agreed between the Borrower and Lender in writing prior to 20th December 2013.

4. **POWER OF SALE**

The Lender shall have the power of sale and all other powers conferred by the Conveyancing and Law of Property Act 1881 (hereinafter called "the Act") upon Mortgagees with and subject to the following modifications:-

- (a) the monies hereby secured shall be deemed to have become due within the meaning of the Act and Section 4 of the Conveyancing and Law of Property Act 1911 and for all the purposes thereof when a demand for payment of any part thereof shall have been made in manner aforesaid; and
- (b) the said power of sale shall be exercisable without the restrictions on its exercise imposed by Section 20 of the Act.
- (c) the power to appoint a receiver of rents and profits of Property shall be exercisable without the restrictions on its exercise imposed by Section 24 of the Act.

5. **PROVISO FOR REDEMPTION**

If the Borrower shall duly repay to the Lender and discharge all of its obligations hereunder the Lender will discharge the security constituted by this Charge.

6. **CONTINUING SECURITY**

These presents shall be a continuing security to the Lender and the same shall not be prejudiced by the settlement of any account or by any collateral or other security being taken for any of the monies intended to be secured hereby even if the same shall not be payable until a future time in respect of monies for which the Borrower is or shall be liable as a surety

only AND notwithstanding anything herein contained it shall be lawful for the Lender at any time or times hereafter to sue for and compel payment of all simple contract debts, bills of exchange, promissory notes or other securities for monies on which the Borrower shall be liable as well from the Borrower as from all and every other party liable on such debts, bills, notes or other securities in such manner and by such proceedings and at such times as the Lender shall think fit.

7. **NON MERGER**

These presents shall not operate as a merger or defeasance of any prior charge or estate, legal or equitable, lien, guarantee or security of the Lender upon or in the Property or any part thereof.

8. **POSSESSION**

The Lender may at any time hereafter without any further consent on the part of the Borrower enter into possession or into receipt of the rents and profits of the Property or put and keep every building comprised in the Property in good and tenantable repair and condition without becoming liable as a mortgagee in possession and may whether the Lender shall or shall not have entered into such possession or receipt of the rents and profits appoint at the sole risk and cost of the Borrower a person to collect and receive such rents and profits for the use and benefit of the Lender at such commission as the Lender shall think fit and any such person shall have power in the name of the Borrower to give notice to quit and bring and take actions or proceedings for ejectment or recovery of possession of the Property on the expiration or determination or forfeiture of any tenancy or otherwise and to let or relet the Property from time to time to such person or persons as he shall think fit for such term of years as he thinks right or on yearly, monthly or weekly tenancies at the best rents which may be reasonably obtainable, and so that the statutory provisions respecting the appointment of receivers over property in mortgage and the powers and duties of such receivers or otherwise in relation thereto shall apply to this security except so far as the same are hereby extended or varied and subject to the provisions herein contained AND also may absolutely sell or dispose of the Property at such time and in such manner and subject to such conditions as the Lender in its discretion may deem expedient and may buy in or rescind or vary any contract for sale and re-sell.

AND that any such person appointed as aforesaid to collect and receive such rents and profits shall out of the monies received by him in addition to the payments authorised by statute in that behalf repay the monies hereby secured and all other monies for the time being owing under this security to the Lender and pay any surplus to the Borrower.

PROVIDED ALWAYS that the Lender shall not exercise the power of entering into possession or receipt of rents and profits or of appointing a receiver or of sale hereinbefore contained unless and until default in payment on demand shall have been made in respect of the monies hereby secured or default shall have been made in the observance or performance of the covenants herein contained or any of them (other than the covenant for payment of the principal money and interest) or in case the Borrower shall during the continuance of this security shall have gone into liquidation whether compulsorily or voluntarily or have left Northern Ireland in debt or upon the death of the Borrower or if any building on the Property shall be pulled down, removed or injured so as to materially depreciate the value of the security or if the Borrower shall have assigned, let or parted with possession of the Property without the written consent of the Lender but no entry into possession receipt of rents and profits appointment of a receiver or sale which may be made in the exercise or intended exercise of any of the powers aforesaid shall be impeachable by reason of any breach of the provisions lastly hereinbefore contained or any irregularity or impropriety and no Purchaser from or other person dealing with the Lender shall be concerned to enquire whether the security is subsisting or into the right of the Lender to exercise any of the powers hereby or by law vested in the Lender.

10. **ASSIGNMENT**

The Borrower so far as he has power to do so as Beneficial Owner hereby assigns unto the Lender the benefit of:-

- (a) any other covenant agreement undertaking charge right remedy or indemnity in relation to the Property and any rent payable thereout or charge thereon;
- (b) all rights of the Borrower to be paid or receive compensation under any Statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the Property or any refusal withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Property and so that the production of these presents to the authority or person liable to pay such compensation shall be a sufficient authority to it or him to pay all such monies to the Lender.

11. **NON WAIVER**

The waiver by the Lender of any breach of any term of this Deed of Charge shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

12. **NOTICES**

- (a) Any notice required to be served under this Charge shall be deemed sufficiently served if sent by a correctly addressed prepaid envelope:
 - (i) by the Borrower to the Lender's registered office; or
 - (ii) by the Lender to the Borrower's registered office or address for service;
- (b) Any notice sent by first class post shall be deemed to be served on the second day following posting and any notice sent by second class post shall be deemed to be served on the third day following posting.
- (c) It shall be sufficient evidence of service to prove that the correctly addressed prepaid letter was placed in a post box by the party serving the same or his duly authorised agent.

13. **GOVERNING LAW AND JURISDICTION**

This Charge is governed by the laws of Northern Ireland and the Courts of Northern Ireland shall have exclusive jurisdiction in respect of any dispute or difference arising between the parties in respect of this Charge.

IN WITNESS whereof this **DEED** has been duly **EXECUTED** and **DELIVERED** as a **DEED** on the date first set out above.

SCHEDULE

The Property

ALL THAT leasehold property being number 35 Ballygasey Road, Loughgall in the County of Armagh and registered at the Land Registry of Northern Ireland comprised within Folio AR97589L County Armagh.

EXECUTION PAGE

EXECUTED and DELIVERED as a DEED by)
AMBER GREEN ENERGY LIMITED)
acting by)

(director)

in the presence of:

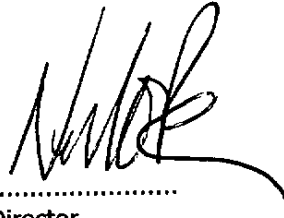

Witness Signature

JAYMAN CHAN
Witness Full Name (IN BLOCK CAPITALS)

30 Victoria Street
Belfast
BT1 3EU

Witness Address

Solicitor
Witness Occupation



Director

EXECUTED and DELIVERED as a DEED by)
FULTON SAMUEL RICHARDS LTD)
acting by)

(authorised signatory)

in the presence of:



Witness Signature

MARI DOORS
Witness Full Name (IN BLOCK CAPITALS)

GARVEYSTORIES
LISBURN
BT28 1TP

Witness Address

Scholar
Witness Occupation



Authorised Signatory