



Registration of a Charge

Company name: **YASKAWA UK LIMITED**

Company number: **01475387**

Received for Electronic Filing: **22/01/2015**



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Details of Charge

Date of creation: **19/01/2015**

Charge code: **0147 5387 0005**

Persons entitled: **NORDEA BANK AB, LONDON BRANCH**

Brief description:

Contains fixed charge(s).

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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1475387

Charge code: 0147 5387 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th January 2015 and created by YASKAWA UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2015 .

Given at Companies House, Cardiff on 23rd January 2015

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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 19 JANUARY 2015

YASKAWA UK LIMITED

-and-

NORDEA BANK AB, LONDON BRANCH

CHARGE
OVER DEPOSIT

I certify that, save for material
redacted pursuant to s.859G
of the Companies Act 2006,
this copy instrument is a correct copy
of the original instrument.

Sign & Dated *NURTON ROSE FULBRIGHT LLP*
22/01/15

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THIS CHARGE is dated 19 JANUARY 2015 and made BETWEEN:

- (1) YASKAWA UK LIMITED registered in the United Kingdom, Company No.01475387 whose registered office is 2 Johnson Park, Wildmere Road, Wildmere Industrial Estate, Banbury OX16 3JU (the 'Chargor'); and
- (2) NORDEA BANK AB, LONDON BRANCH of 8th Floor, City Place House, 55 Basinghall Street, London EC2V 5NB, registered at Companies House with company number FC032077 (the 'Bank')

WITNESSES as follows:

1 Definitions and Interpretation

1.1 In this Charge unless the context otherwise requires:

'Default Rate' means 2% per annum above the cost to the Bank as certified by the Bank of funding the relevant amount on the London Interbank Market for such period or consecutive periods as the Bank in its sole discretion may select

'Deposit' means any and all amounts deposited in the Security Account and includes any other sum or sums which are deposited in the Security Account in addition to or by way of renewal of or replacement for such sum together with all entitlements to interest and other rights and benefits accruing to or arising in connection therewith

'Encumbrance' means any mortgage charge pledge lien assignment hypothecation security interest title retention preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment

'Facility Agreement' means the agreement dated 11 December 2007 (as the same may be amended or supplemented) between the Chargor and the Bank

'LPA' means the Law of Property Act 1925

'Security Account' means account number [REDACTED] opened in the name of the Chargor with the Bank and all rights of the Chargor in relation to such account

'Secured Liabilities' means all monies obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Chargor to the Bank under the terms of, arising from or in any way related to the Facility Agreement whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise

1.2 All terms defined in the Facility Agreement which are used in this Charge shall bear the same meaning as in the Facility Agreement unless the content requires otherwise provided that, in the event of any conflict between the meaning of any term as defined in the Facility Agreement and any term as defined in this Charge, the definition in this Charge shall prevail.

1.3 Clause headings are inserted for ease of reference only and are not to affect the interpretation of this Charge.

1.4 Except to the extent the context otherwise requires any reference in this document to 'this Charge' and any other document referred to in it includes any document expressed to be supplemental to or collateral with or which is entered into pursuant to or in accordance herewith or therewith and shall be deemed to include any instruments amending varying supplementing novating or replacing the terms of any such documents from time to time.

1.5 References to a person are to be construed to include corporations firms companies partnerships individuals associations states and administrative and governmental and other entities whether or not a separate legal entity.

1.6 References to any person are to be construed to include references to that person's successors transferees and assigns whether direct or indirect.

1.7 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 orders regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision.

1.8 The words 'other' and 'otherwise' are not to be construed ejusdem generis with any foregoing words where a wider construction is possible.

1.9 The words 'including' and 'in particular' are to be construed as being by the way of illustration or emphasis only and are not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words.

2 Covenant to Pay

2.1 The Chargor covenants with the Bank that it will on demand pay and discharge the Secured Liabilities when due to the Bank.

2.2 The Chargor shall pay interest to the date of payment or discharge (notwithstanding any demand or any judgment obtained by the Bank or the liquidation or administration of or any arrangement or composition with creditors by the Chargor) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant obligations or liabilities or if no such rate or rates are specified at the Default Rate upon such days and upon such terms as the Bank may from time to time determine. Such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Bank but without prejudice to the right of the Bank to require payment of such interest.

2.3 All sums payable by the Chargor under this Charge shall be paid without any set-off counterclaim withholding or deduction whatsoever unless required by law in which event the Chargor will simultaneously with making the relevant payment under this Charge pay to the Bank such additional amount as will result in the receipt by the Bank of the full amount which would otherwise have been receivable and will supply the Bank promptly with evidence satisfactory to the Bank that the Chargor has accounted to the relevant authority for the sum withheld or deducted.

3 Charge

3.1 The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank by way of first fixed charge the Deposit and all the entitlements to interest the right to repayment and other rights and benefits accruing to or arising in connection with the Deposit to the intent that such charge shall operate as a release of the Deposit to the Bank until the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

4 Terms of the Deposit

4.1 The Chargor shall not be entitled to withdraw or transfer all or any part of the Deposit which will not be due and will be held as security by the Bank until it matures on the earlier of:

- (a) the date on which (i) the Bank is under no commitment obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to the Chargor and (ii) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) the date on which all or any part of the Secured Liabilities shall become due and payable provided that that part of the Deposit which exceeds the amount so due and payable, if any, shall not so mature and shall continue to be subject to this Clause 4;

and at such time or at any time thereafter the Bank may exercise all the powers and rights to which the Bank is entitled under this Charge or by law or statute.

4.2 Interest shall accrue on the Deposit at such rates and be payable on such dates and in such manner as the Bank may from time to time determine.

4.3 Any agreement (whether before on or after the date of this Charge) that the Deposit is to be held on fixed time deposit shall be for the purposes of calculation and payment of interest only and shall not prejudice the Bank's rights or obligations under any provision of this Charge. The Bank may unilaterally terminate any such fixed time deposit period at any time and adjust any interest payable by the Bank accordingly.

4.4 If the Deposit is held on fixed time deposit then on the expiry of the relevant fixed time deposit period it shall be redeposited or successively redeposited on such terms (including without limitation successive fixed time deposits) as may be agreed from time to time between the Chargor and the Bank or failing such agreement as may be determined by the Bank.

5 Right of Set-off

5.1 The Chargor authorises the Bank at any time (without prior notice) to apply the Deposit or the part which has matured in accordance with Clause 4.1 towards satisfaction of all or any of the Secured Liabilities as are then due and payable as the Bank may think fit.

5.2 The Bank is authorised to use all or any part of the Deposit to buy such other currencies as may be necessary to effect the application referred to in Clause 5.1 and the costs of buying such currencies shall be borne by the Chargor and shall form part of the Bank's right of set-off described in Clause 5.1.

6 Representations Warranties and Covenants by the Chargor

6.1 The Chargor represents and warrants to the Bank and undertakes that:

- (a) it is and will be the sole absolute and beneficial owner of all the Deposit free from Encumbrances with full title guarantee and will not create or attempt to create or permit to arise or subsist any Encumbrance (other than this Charge) on or over the Security Account or all or any part of the Deposit;
- (b) it has not sold assigned or otherwise disposed of or agreed to sell assign or dispose of and will not at any time during the subsistence of this Charge sell assign or dispose of or agree to sell assign or otherwise dispose of or agree to dispose of all or any of the Chargor's right title and interest in and to all or any part of the Deposit which are personal to the Chargor and shall not be capable of being so sold assigned or otherwise disposed of;
- (c) it has and will at all times have the necessary power to enter into and perform its obligations under this Charge;
- (d) this Charge constitutes its legal valid binding and enforceable obligations and is a security over all and every part of the Deposit effective in accordance with its terms;
- (e) this Charge does not and will not conflict with or result in any breach or constitute a default under any agreement instrument or obligation to which the Chargor is a party or by which it is bound;
- (f) all necessary authorisations and consents to enable or entitle it to enter into this Charge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Charge.

7 Continuing Security

7.1 The security constituted by this Charge shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities or any other matter or thing whatsoever including the insolvency liquidation or administration of the Chargor and shall be binding until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

7.2 If the Bank receives notice (whether actual or otherwise) of any subsequent mortgage or charge affecting the Deposit or any part of it the Bank may open a new account or accounts with the Chargor and, if it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made by the Chargor to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount secured by this Charge at the time when the Bank received or was deemed to have received such notice.

7.3 The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of Section 101 of the LPA immediately on the execution of this Charge and Section 103 of the LPA (restricting the power of sale) Section 109 of the LPA (restricting the power to appoint a receiver) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Charge.

8 Power of Attorney

8.1 The Chargor by way of security irrevocably appoints the Bank to be the attorney of the Chargor (with full powers of substitution and delegation) for the Chargor and in its name or otherwise and on its behalf and as its act and deed to sign seal execute deliver perfect and do all deeds instruments notices documents acts and things which the Chargor may or ought to do under the covenants and provisions contained in this Charge and generally in its name and on its behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Charge or by the LPA on the Bank and to execute and deliver and otherwise perfect any deed assurance agreement instrument or act which it may deem proper in the exercise of all or any of the powers authorities and discretions conferred on the Bank pursuant to this Charge.

8.2 The Chargor ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of Clause 8.1 and all money expended by any such attorney shall be deemed to be expenses incurred by the Bank under this Charge.

9 Further Assurances

9.1 Without prejudice to anything else contained in this Charge the Chargor shall at any time at the request of the Bank but at the cost of the Chargor promptly sign seal execute deliver and do all deeds instruments notices documents acts and things in such form as the Bank may from time to time require for perfecting or protecting the security over the whole or any part of the Deposit or for facilitating its realisation.

10 Currency Indemnity

10.1 If under any applicable law or regulation or pursuant to a judgment or order being made or registered against the Chargor or the liquidation of the Chargor or without limitation for any other reason any payment under or in connection with this Charge is made or falls to be satisfied in a currency (the 'payment currency') other than the currency in which such payment is expressed to be due under or in connection with this Charge (the 'contractual currency') then to the extent that the amount of such payment actually received by the Bank when converted into the

contractual currency at the rate of exchange falls short of the amount due under or in connection with this Charge the Chargor as a separate and independent obligation shall indemnify and hold harmless the Bank against the amount of such shortfall. For the purposes of this Clause 'rate of exchange' means the rate at which the Bank is able on or about the date of such payment to purchase, in accordance with its normal practice, the contractual currency with the payment currency and shall take into account (and the Chargor shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange.

11 Costs

11.1 All costs charges and expenses incurred by the Bank in relation to this Charge or the Secured Liabilities shall be reimbursed by the Chargor to the Bank on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in Clause 2 from the date of payment to the date of reimbursement.

12 Miscellaneous

12.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.

12.2 The Bank's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.

12.3 Any waiver by the Bank of any terms of this Charge or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.

12.4 The security constituted by this Charge shall be in addition to and shall not be prejudiced determined or affected by nor operate so as in any way to determine prejudice affect or merge in any Encumbrance which the Bank may now or at any time in the future hold for or in respect of the Secured Liabilities or any of them and shall not be prejudiced by time or indulgence granted to any person or any abstention by the Bank in perfecting or enforcing any remedies securities guarantees or rights it may now or in the future have from or against the Chargor or any other person or any waiver release variation act omission forbearance unenforceability indulgence or invalidity of any such remedy security guarantee or right.

12.5 If at any time any one or more of the provisions of the Charge is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity or enforceability of the remaining provisions of this Charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

12.6 Any statement certificate or determination of the Bank as to the Secured Liabilities the Deposit or without limitation any other matter provided for in this Charge shall in the absence of manifest error be conclusive and binding on the Chargor.

13 Communications

13.1 Every notice demand or other communication under this Charge shall be in writing and may be delivered personally or by letter telex or facsimile transmission despatched by the Bank to the Chargor to its address specified at the head of this Charge or its registered or principal office for the time being or to such other address or facsimile number as may be notified in accordance with this Clause by the Chargor to the Bank for such purpose.

13.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) twenty-four hours after being posted first class postage prepaid (if posted from and to an address within the United Kingdom) or 5 working days after being posted prepaid airmail (if posted from or to an address outside the United Kingdom) and (if delivered personally or despatched by telex (subject to receiving the correct telex answerback) or by facsimile transmission) at the time of delivery or despatch if during normal business hours on a working day in the place of intended receipt and otherwise at the opening of business in that place on the next succeeding such working day.

14 Governing Law and Jurisdiction

14.1 This Charge is governed by and shall be construed in accordance with English law.


14.2 In relation to any dispute arising out of or in connection with this Charge, and for the exclusive benefit of the Bank, the Chargor hereby irrevocably:

- (a) submits to the jurisdiction of the High Court of Justice in England and waives any objection to proceedings with respect to this Charge in such Court on the grounds of venue or inconvenient forum; and
- (b) appoints [] of [] as its agent of service of process in respect of proceedings before such Courts.


14.3 Nothing contained in this Clause shall limit the right of the Bank to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

IN WITNESS whereof the Chargor has executed and delivered this Charge as a Deed the day and year first before written.


EXECUTED AND DELIVERED)
as a DEED by)
YASKAWA UK LIMITED)
acting by two directors/one director)
and company secretary/one director)
in the presence of a witness:-)


.....
Director
Name *DAVID WAGSU*
Title: *M.D.*


Witness:
Name:
Title:



.....
Director/Secretary,
Name: *Patrick Olson*
Title: *Company Sec.*

EXECUTED AND DELIVERED as)
a DEED by NORDEA BANK)
AB, LONDON BRANCH)
acting by two of its duly authorised)
signatories in the presence of:-)


.....
Authorised Signatory
Name: *Michael Sheppard*
Title: *SRM*

Witness:-
Name:
Title:


Yee Yau
Documentation Department
Nordea Bank AB, London


.....
Authorised Signatory
Name: *MICHAEL SHEPPARD*
Title: *HEAD OF LOANS ADMINISTRATION*