

# M

**Particulars of a mortg  
Or charge**

# 402

Please do not write  
in this margin

Pursuant to Article 402(1) of the Companies (Northern Ireland) Order 1986

To the Registrar of Companies

For official use

Company Number

NI 03932

Please complete  
legibly, preferably  
in black type or  
bold block  
letteringInsert full name of  
company

Name of Company

A. &amp; F. A. Dundee Limited

Date of creation of charge

5 June 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture

Amount secured by the mortgage or charge

All monies owing by the Company (as borrower or surety) to Bank of Scotland (Ireland) Limited

DEPARTMENT OF ENTERPRISE  
TRADE & INVESTMENT  
COMPANIES REGISTRY

11 JUN 2008

COUNTER RECEIVED

Name and address of the mortgagees or persons entitled to the charge

Bank of Scotland (Ireland) Limited

10-15 Donegall Square North

Belfast

Postcode

BT1 5GB

Presentor's name, address and  
reference (if any)ELLIOTT DUFFY GARRETT  
SOLICITORS  
ROYSTON HOUSE  
34 UPPER QUEEN STREET  
BELFAST BT1 6FD

REF: KMcV/ND/BANK7-839

Short particulars of all the property mortgaged or charged

Please do not  
write in this  
margin

See attached copy clause 3 and Schedule.

Please  
complete  
legibly,  
preferably in  
black type or  
bold block  
lettering

Particulars as to commission, allowances or discount (note 3)

NIL

Signed

*Elliott Duffy Garrett*

Date: 10<sup>th</sup> June 2008

On behalf of ~~[company]~~ [mortgagee/chargee]

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Article 402). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (Article 405). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (Article 405), and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where Article 405 (4) applies (property situate in Great Britain) and Form No. 405 is submitted.
2. A description of the instrument, eg "The Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this Box there should be inserted the amount or rate per cent, of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debenture should not be entered.
4. If any of the spaces in this form are insufficient the particulars must be entered on the prescribed continuation sheet.

Obligations shall, in the absence of express written agreement to the contrary, be due and payable to the Bank on demand.

- 2.2 All payments to be made under this Deed by the Mortgagor shall be made free and clear of and without deduction for or on account of any set-off or counterclaim or any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever. If the Mortgagor shall at any time be compelled by law to make any deduction or withholding from any payment to be made hereunder the Mortgagor will concurrently pay to the Bank such additional amount as will result in payment to the Bank of the full amount which would have been received if such deduction or withholding had not been made.
- 2.3 The Secured Obligations shall immediately become due and payable on the occurrence of an Event of Default and the Mortgagor shall provide immediate cash cover for all contingent liabilities of the Mortgagor to the Bank on the making of a demand.
- 2.4 A certificate signed by any manager or officer of the Bank at the date of such certificate stating the amount of moneys due from time to time shall, save in the case of manifest error, be conclusive evidence against the Mortgagor.

3. **CHARGING PROVISIONS**

- 3.1 As continuing security for the payment and discharge of the Secured Obligations, the Mortgagor as legal and beneficial owner (and also in the case of registered land as registered owner or the person entitled to be registered as registered owner) hereby:-

(a) DEMISES unto the Bank the Secured Property:

- (i) TO HOLD so much of the same as is held in fee simple or under fee farm grant unto the Bank 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 Bank for the residue of the respective terms of years for which the Mortgagor now holds the same respectively less the last day of such terms

Subject as to all the Secured Property to the proviso for redemption hereinafter contained

PROVIDED that the Mortgagor hereby declares that the Mortgagor shall henceforth stand possessed of any reversion hereby reserved of the term of any years hereby demised and any further or other interest which the Mortgagor now has or may hereafter acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever IN TRUST for the Bank and to be conveyed assigned or otherwise dealt with whether to the Bank or its nominee or otherwise as the Bank shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property, and the Mortgagor further agrees that (subject as aforesaid and to clause 14 below) the Bank shall be entitled to the custody of all the title deeds of the said property, and the Mortgagor

hereby further authorises the Bank as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared and to appoint the Bank or any other person or persons to be a trustee or trustees in respect of the said property, and whereupon to make a declaration vesting all and any of the Mortgagor's estate and interest in the said property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any Receiver or Receivers of the said property appointed by the Bank under the powers herein contained.

- (b) CHARGES unto the Bank so much of the Secured Property, title to which is registered land together with all buildings, fixtures and fixed plant and machinery from time to time thereon with the payment, performance and discharge of the Secured Obligations;
- (c) CHARGES unto the Bank by way of first fixed charge all other freehold, leasehold and other immoveable property now or at any time hereafter belonging to or any estate or interest vested in the Mortgagor including any estate or interest hereafter acquired in the Secured Property together with all rights, liberties, powers, easements, quasi easements and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and all fixed plant and machinery from time to time therein or thereon; and
- (d) CHARGES AND ASSIGNS unto the Bank all the chattel items and plant and machinery specified in the Second Schedule hereto and all other plant, machinery, vessels, vehicles, furniture, fittings, computers and office and other equipment and utensils of whatever nature and wherever situate of the Mortgagor both present and future together with the full benefit of the insurances on same to hold unto the Bank absolutely by way of security for the payment of the Secured Obligations subject to the proviso for redemption in Clause 3.3; and
- (e) CHARGES unto the Bank by way of first fixed charge all debts, revenues, claims and moneys now or hereafter due or owing to the Mortgagor (other than its Book Debts) (including choses in action which may give rise to a debt, revenue or claim) and the benefit of all negotiable and non-negotiable instruments, rights, debentures, legal and equitable charges and other security, reservation of property rights, rights of tracing, liens, security, guarantees, indemnities and all other rights and remedies of any nature whatsoever now or at any time hereafter enjoyed or held by it in relation thereto; and
- (f) CHARGES AND ASSIGNS unto the Bank by way of first fixed charge (to the extent that they are not otherwise subject to fixed security under this Deed) all of its present and future benefits, rights, title and interest in the Insurances maintained or effected now or hereafter by it and the Insurance Proceeds; and
- (g) CHARGES AND ASSIGNS unto the Bank all its goodwill and uncalled capital for the time being together with all patents, patent applications, brand names, copyrights, rights in the nature of copyrights, publication rights, registered designs (including applications and rights to apply

therefor), all inventions, rights and trademarks, both registered and unregistered, registered user agreements, service marks and business names whether registered or not (including applications and rights to apply therefor), confidential information and know-how, fees, royalties and other rights of every kind deriving from any of the foregoing and which now or at any time hereafter belong to it and any and all rights which it may have as licensee or sub-licensee pursuant to any agreement or otherwise, and other intellectual property rights now, or at any time during the continuance of this security, belonging to it and all agreements under which it is now or may become entitled to the payment of any royalty fee or similar income; and

- (h) CHARGES AND ASSIGNS unto the Bank by way of first fixed charge the benefit of all Licences presently held or hereafter acquired by the Mortgagor (or a nominee of the Mortgagor) in connection with any business carried on by the Mortgagor or the user of any of the Secured Assets and the full right to recover and receive all compensation which may at any time become payable to the Mortgagor (or any such nominee) on account of the non-renewal of any such Licences;
- (i) CHARGES unto the Bank of its rights, title and interest in and to its debts (other than its Book Debts) revenues and claims (including choses in action which may give rise to a debt, revenue or claim) now and from time to time due or owing to it in connection with the Secured Property or any other property hereby mortgaged or charged including, without prejudice to the generality of the foregoing, all sums receivable by it by virtue of the Licences;
- (j) by way of fixed charge CHARGES AND ASSIGNS unto the Bank the following covenants, agreements and rights:-
  - (i) any covenant agreement or undertaking in relation to the construction and maintenance of all roads, pavements and utilities for services required in connection with the properties referred to in sub-clauses 3.1(a) to (c) above or charges, levies or such like in respect of the same or the taking in charge thereof by the local authority and any indemnity in respect of the matters aforesaid;
  - (ii) any right, benefit or agreement made between it and the local authority or any other person pursuant to which it has been or may be granted rights of access or rights of way in relation to the properties referred to in sub-clauses 3.1(a) to (c) above;
  - (iii) all of its rights 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 properties referred to in sub-clauses 3.1(a) to (c) above or any refusal, grant subject to conditions, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the properties referred to in sub-clauses 3.1(a) to (c) above and so that the production of these presents to the person liable to

pay such compensation shall be sufficient authority to it or him to pay such moneys to the Bank; and

- (k) by way of first floating charge CHARGES unto the Bank its Book Debts and all its undertaking and all its other property assets and rights whatsoever and wheresoever both present and future including but not limited to its property, assets and rights referred to in Clauses 3.1(a) to (j) if and insofar as such charges or any part or parts of the same shall be for any reason ineffective as specific or fixed charges.
- 3.2 The security referred to in subclauses 3.1(a)-(j) shall be first ranking fixed charges and/or security assignments.
- 3.3 The Mortgagor hereby attorns tenant to the Bank of any part of the Secured Property at the yearly rent of five pence (if demanded) provided always that the Bank may at any time without notice to the Mortgagor determine the tenancy hereby created and enter upon such of the Secured Property but so that neither the receipt of the said rent nor the said tenancy shall render the Bank liable to account to any person as mortgagee in possession.
- 3.4 The Bank may, at any time by notice to the Mortgagor (and whether or not it makes demand under Clause 2.1 and whether or not an Event of Default shall have occurred), convert the Floating Charge into a fixed charge as regards any Secured Assets specified in the notice.
- 3.5 Upon payment of all the Secured Obligations in accordance with the terms of this Deed and upon the payment of all costs charges and expenses incurred by the Bank or any Receiver in relation to this Deed, the Bank will at any time thereafter at the request and cost of the Mortgagor execute and do all such deeds, acts and things that may be necessary to surrender or release the security hereby created and surrender or reconvey or reassign to the Mortgagor or its assigns the Secured Assets.
- 3.6 Nothing in Clause 3.1 shall impose any obligation or liability on the Bank in respect of any of the Secured Assets.
- 3.7 This Deed is intended to secure further advances but the Bank is not obliged to make them.
- 3.8 Paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989 (incorporated by Schedule 1 to the Insolvency (Northern Ireland) Order 2005 shall apply to any floating charge created by this Debenture.

#### 4. **NEGATIVE PLEDGE**

The Mortgagor shall not, during the continuance of this Deed, except with the prior written consent of the Bank:-

- (a) create, extend or permit to subsist any Encumbrance over the Secured Assets or any of them ranking in priority to or pari passu with or after the security hereby created; or

## **FIRST SCHEDULE**

### **Secured Property**

1. All the land and premises situate at and known as Units 9 and 10 Victoria Shopping Centre, Victoria Road, Carrickfergus, County Antrim comprised in and demised by a Lease dated 15 November 2006 between Cedareast Investments Limited (1) and A & FA Dundee Limited (2) for a term of 25 years from 1 September 2006 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
2. All the land and premises situate at and known as Unit 2, 197 Jordanstown Road, Monkstown, County Antrim comprised in and demised by a Lease dated 16 October 1995 between Hampton Properties Limited (1) and J.V. Primrose (Greenisland) Limited (2) for a term of 25 years from 16 October 1995 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
3. All the land and premises situate at and known as 10 Richmond Gardens, Glengormley, County Antrim comprised in and demised by a Lease dated 1 February 2006 between Alexander Creith (1) and A & FA Dundee Limited (2) for a term of 3 years from 1 February 2006 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
4. All the land and premises situate at and known as Unit 11 King's Square Shopping Centre, King's Road, Belfast comprised in and demised by a Lease dated 30 April 1997 between George Lionel Hall (1) and McKays (Newtownards) Limited (2) for a term of 25 years from 30 April 1997 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
5. All the land and premises situate at and known as Unit 12 King's Square Shopping Centre, King's Road, Belfast comprised in and demised by a Lease dated 6 December 1990 between J & J Haslett Limited (1) and Samuel B Fleming (2) for a term of 20 years from 1 June 1990 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
6. All the land and premises situate at and known as Unit 13 Woodford Road Shopping Centre, Doagh Road, Glengormley, Newtownabbey, County Antrim comprised in and demised by a Lease dated 25 August 2004 between JEH Vance Limited (1) and A & FA Dundee Limited (2) for a term of 5 years from 1 August 2004 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
7. All the land and premises situate at and known as Unit 8 Farmley Shopping Centre, Glengormley, Newtownabbey, County Antrim comprised in and demised by a Lease (undated) between Greenbay Developments Limited (1) and Sean Cole and Patricis Duff (2) for a term of 15 years, 9 months and 2 days from 1 December 1996 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
8. All the land and premises situate at and known as Unit 9 Farmley Shopping Centre, Glengormley, Newtownabbey, County Antrim comprised in and demised by a Lease dated 20 November 1995 between Greenbay Developments Limited (1) and A & FA Dundee Limited (2) for a term of 20 years from 20 November 1995 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
9. All the land and premises situate at and known as Units 12 and 13 Northcott Shopping Centre, Glengormley, Newtownabbey, County Antrim comprised in and demised by a Lease dated 29 March 1983 between Stewarts Supermarkets Limited (1) and MH Matthews (Northcott) Limited (2) for a term of 25 years from 1 October 1982 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
10. All the land and premises situate at and known as Unit 14 Northcott Shopping Centre, Glengormley, Newtownabbey, County Antrim comprised in and demised by a Lease dated 13

October 1994 between Stewarts Supermarkets Limited (1) and Ernest Squires (2) for a term of 25 years from 13 October 1994 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained

11. All the land and premises situate at and known as 1 Ballyclare Road, Glengormley, Newtownabbey, County Antrim comprised in and demised by a Lease dated 1 May 2000 between Timothy Alexander Dundee (1) and A & FA Dundee Limited (2) (as rectified) for a term of 25 years from 2 December 2000 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
12. All the land and premises situate at and known as 49 Bridewell Drive, Carrickfergus, County Antrim comprised in and demised by a Lease dated 1 March 2008 between Northern Ireland Housing Executive (1) and A & FA Dundee Limited (2) for a term of 1 year from 1 March 2008 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
13. All the land and premises situate at and known as 47-49 Main Street, Broughshane, County Antrim comprised in and demised by a Lease dated 1 May 2000 between Heather Dundee (1) and A & FA Dundee Limited (2) for a term of 25 years from 1 May 2000 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
14. All the land and premises situate at and known as 34-36 Gilnahirk Road, Belfast comprised in and demised by a Lease dated 23 November 1998 between George Wilson Trimble (1) McKays (Newtownards) Limited (2) John Alexander McKay (3) for a term of 15 years from 1 February 1998 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
15. All the land and premises situate at and known as 42 Main Street, Crumlin, County Antrim comprised in and demised by a Lease dated 12 April 1999 between John Ingram McConnell (1) and John McConnell (Crumlin) Limited (2) for a term of 25 years from 29 November 1996 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
16. All the land and premises situate at and known as 16-18 High Street, Carrickfergus, County Antrim comprised in and demised by a Lease dated 31 August 2005 between James Vivian Primrose and Sharon Pearl Zara Primrose (1) and J V Primrose (Greenisland) Limited (2) for a term of 25 years from 31 August 2005 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
17. All the land and premises situate at and known as 6 Glassillan Court, Greenisland, County Antrim comprised in and demised by a Lease dated 1 November 2004 between Northern Ireland Housing Executive (1) J V Primrose (Greenisland) Limited (2) for a term of 5 years from 1 May 2004 subject to the yearly rent thereby reserved and to the covenants on the lessee's part and conditions therein contained
17. All the land and premises situate at and known as 51 Bridewell Drive Carrickfergus, County Antrim comprised in and demised by a Lease dated 1 June 1995 between Northern Ireland Housing Executive (1) and James Vivian Primrose (2) for a term of 20 years from 1 November 1994 subject to the yearly rent thereby reserved and to the covenants on the tenant's part and conditions therein contained
18. All the land and premises situate at and known as 51 Comber Road Dundonald County Down comprised in and demised by a Lease dated 26 October 2007 between Tim Dundee and Heather Dundee (1) A & F.A Dundee Limited (2) and AIB Group (UK) Plc (3) for a term of 25 years from 31 May 2007 subject to the yearly rent thereby reserved and to the covenants on the tenant's part and conditions therein contained
19. All the land and premises situate at and known as 343 Carrmoney Road Newtownabbey County Antrim comprised in and demised by a Lease dated 1 September 1997 between G A



Kelly (1) A & F.A Dundee Limited (2) for a term of 21 years from 1 September 1997 subject to the yearly rent thereby reserved and to the covenants on the tenant's part and conditions therein contained

20. All the land and premises situate at and known as 379 Antrim Road Newtownabbey County Antrim comprised in and demised by a Lease dated 28 May 2008 between Heather Calwell and David Ian Lennie Calwell (1) and A & F.A Dundee Limited (2) for a term of 10 years from 1 August 2003 subject to the yearly rent thereby reserved and to the covenants on the tenant's part and conditions therein contained
21. All the land and premises situate at and known as Ground Floor Unit 1 Moat House 963 – 969 Upper Newtownards Road Belfast comprised in and demised by a Lease dated 30 April 2007 between McKay (Newtownards) Limited (1) and A & F.A Dundee Limited (2) registered under Folio Number DN159564L County Down for a term of 25 years commencing on 30 April 2007 subject to the yearly rent thereby reserved and to the covenants on the tenant's part and conditions therein contained
22. All the land and premises situate at and known as Unit 4 Beverley Shopping Centre, Beverley Road, Carrmonee, Newtownabbey, County Antrim comprised in and demised by a Lease dated 13 March 2000 between Cedareast Investments Limited (1) and Raymond Todd (2) for a term of 11 years and 2 months from 1 March 1998 subject to the yearly rent thereby reserved and to the covenants on the tenant's part and conditions therein contained
23. All the land and premises situate at and known as Unit 6 Beverley Shopping Centre, Beverley Road, Carrmonee, Newtownabbey, County Antrim comprised in and demised by a undated lease between Cedareast Investments Limited (1) and David Bell (2) for a term of 11 years and 11 months from 1 June 1997 subject to the yearly rent thereby reserved and to the covenants on the tenant's part and conditions therein contained
24. All the land and premises situate at and known as 312 Antrim Road, Newtownabbey, County Antrim comprised in and demised by a Lease of even date to this deed between Michael Guerin and Catherine Guerin (1) and A & FA Dundee Limited (2) for a term of 20 years commencing on the date hereof subject to the yearly rent thereby reserved and to the covenants on the tenant's part and conditions therein contained
25. All the land and premises situate at and known as 21-25<sup>23</sup> The Diamond (otherwise Main Street), Ahoghill, Ballymena, County Antrim comprised in and demised by a Lease of even date to this deed between Michael Guerin and Catherine Guerin (1) and A & FA Dundee Limited (2) for a term of 20 years commencing on the date hereof subject to the yearly rent thereby reserved and to the covenants on the tenant's part and conditions therein contained
26. All the land and premises situate at and known as Unit B Portland House, 3 Portland Avenue, Newtownabbey, County Antrim comprised in and demised by a Lease of even date to this deed between Angela Elisabeth McFarland and George Frederick Dundee and Simon Morgan Dundee (1) and A & FA Dundee Limited (2) for a term of 1 year commencing on the 1 June 2008 subject to the yearly rent thereby reserved and to the covenants on the tenant's part and conditions therein contained

## **SECOND SCHEDULE**

### **Plant and Machinery/Chattel Items**



NI003932

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE

Pursuant to Article 409(3) of the  
Companies (Northern Ireland) Order 1986

I HEREBY CERTIFY that a Debenture dated  
the FIFTH day of JUNE two-thousand and EIGHT and created by

**A.& F.A. DUNDEE LIMITED**

for securing all moneys now due, or hereafter to become due,  
or from time to time accruing due from the Company to

**BANK OF SCOTLAND (IRELAND) LIMITED**

on any account whatsoever, was this day REGISTERED pursuant to  
Part XIII of the Companies (Northern Ireland) Order 1986.

Given under my hand at Belfast, this the ELEVENTH day of JUNE two-thousand  
and EIGHT

A handwritten signature in black ink, reading "Louise Hunter".

for the Registrar of  
Companies for Northern Ireland