

MG01

Particulars of a mortgage or charge

COMPANIES HOUSE
FEE PAID
BELFAST



A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see How to pay on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a Scot
company To do this please use
form MG01s

THURSDAY



JWUDQRCF
03/02/2011
COMPANIES HOUSE 311

1	Company details	
Company number	N 1 0 1 4 0 5 3	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by
Company name in full	North West Silos Limited (the Chargor)	
2	Date of creation of charge	
Date of creation	2 8 0 1 2 0 1 1	
3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge e.g Trust Deed Debenture Mortgage or Legal charge	
Description	Debenture (the Debenture)	3 24 11
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	<p>A list of defined terms in this Form MG01 is set out below and in Appendix 1</p> <p>All monies obligations and liabilities at the date of the Debenture and thereafter owing or incurred by the Chargor to the Lender whether collectively or individually whether such monies obligations or liabilities are express or implied present future actual or contingent joint or several incurred as principal or surety originally owing to the Lender or purchased or otherwise acquired by them denominated in Sterling or in any other currency or incurred on any banking account or in any manner whatsoever including without limitation under the Finance</p> <p>(see continuation sheet)</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Documents and</p> <p>(i) all liabilities in connection with foreign exchange transactions interest rate or currency hedging or other derivatives or hedging facilities or arrangements issuing confirming accepting endorsing or discounting any notes or bills or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Lender for or at the request of any Obligor and</p> <p>(ii) interest (including interest capitalised or rolled up and default interest) as well after as before any demand or judgment to date of payment at such rates and upon such terms as may from time to time be payable by the Chargor together with all discount and other charges including legal charges occasioned by or incidental to this or any other Security Interest held by or offered to the Lender for the same indebtedness or by enforcing or obtaining or endeavouring to enforce or obtain payment of all or any such monies and liabilities of the Chargor as aforesaid (the Indebtedness) and all costs charges expenses and other sums (banking legal or otherwise) on a full indemnity basis howsoever incurred or to be incurred by the Lender or by or through any Receiver or Delegate (including without limitation the remuneration of any of them) for any of the purposes referred to in the Debenture or in relation to the enforcement of the Security created thereby</p>	

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name

The Governor and Company of the Bank of Ireland (the Lender)

Address

Head Office 40 Mespil Road Dublin 4

Postcode

Name

Address

Postcode

6

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

1 1 (a) By way of MORTGAGE ALL THAT AND THOSE the Chargor's freehold and leasehold lands hereditaments premises property and all chattels both present at the date of the Debenture and future including without prejudice to the generality of the foregoing the property particulars of which are specified in Schedule 2 below of this Part 6 title to which is not registered or registerable in the Land Registry pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 and all chattels both present and future including its interest in all buildings fixtures (including without limitation trade fixtures) and its fixed plant and machinery at the date of the Debenture and from time to time thereon

(b) By way of CHARGE ALL THAT AND THOSE the Chargor's freehold and leasehold lands hereditaments premises and property registered under the Land Registration Act (Northern Ireland) 1970 both present and future including without prejudice to the generality of the foregoing ALL THAT AND THOSE the lands hereditaments premises and property specified in Schedule 2 below of this Part 6 title to which is registered or registerable in the Land Registry 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 and

(c) By way of first specific equitable charge all estates or interests in any freehold or Leasehold Lands (except the legally charged properties) at the date of the Debenture or thereafter during the continuance of the security created thereby belonging to or charged to it in or over land (wherever situate) and/or the proceeds of sale thereof together with all buildings and fixtures (including trade fixtures) at any time thereon

1 2 By way of mortgage

(see continuation sheet)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) the Shares that are registered in the name of the Chargor and all other shares stocks debentures bonds warrants coupons and other securities and investments owned by it this includes any specified in Schedule 2 of this Part 6(Security Assets) opposite its name or in Part 2 of the Schedule to any Accession Deed by which it became party to the Debenture and</p> <p>(b) all the Shares and all other shares stocks debentures bonds warrants coupons and other securities and investments that are subject to declarations of trust and nominee agreements in favour of the Chargor and all its interest in all declarations of trust and nominee agreements in relation to those Shares and those other shares stocks debentures bonds warrants coupons or other securities and investments</p> <p>1 3 By way of assignment</p> <p>(a) all the Chargor s Plant and Machinery this includes any specified in Schedule 2 (Security Assets) below of this Part 6 opposite its name or in Part 3 of the Schedule to any Accession Deed by which it became party to the Debenture and</p> <p>(b) all the Chargor s interest in any plant machinery computers office equipment and vehicles in its possession to the extent of that interest subject to a proviso for reassignment on redemption</p> <p>1 4 By way of a first fixed charge all of the Chargor s rights in respect of any amount standing to the credit of any Security Account (if any) and the debt represented by that account</p> <p>(see continuation sheet)</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1 5 By way of first fixed charge</p> <p>(a) all of the Chargor's book and other debts and</p> <p>(b) all other monies due and owing to it</p> <p>1 6 (a) By way of assignment all the Chargor's Insurances</p> <p>(b) The assignment in clause 1 6(a) excludes all amounts received or receivable under or in connection with any third party liability Insurance and which is required to settle a liability of an Obligor to a third party which is not a member of the Group</p> <p>1 7 (a) By way of assignment all of the Chargor's rights in respect of its Relevant Contracts</p> <p>(b) To the extent that they do not fall within paragraph 1 7 of this clause 1 7 or are not effectively assigned under paragraph 1 7 of this clause 1 7 the Chargor charges by way of a first fixed charge all of the Chargor's rights under each agreement and document to which it is a party including for the avoidance of doubt</p> <p>(i) any letter of credit issued in its favour and</p> <p>(ii) any bill of exchange or other negotiable instrument held by it</p> <p>(c) By way of charge and assignment the following covenants agreements and rights</p> <p>(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 Mortgaged Property or charges levies or such like in respect of the same or the taking in charge thereof by the Department of the Environment in Northern Ireland and any indemnity in respect of the matters aforesaid</p> <p>(ii) any right benefit or agreement made between it and the Department of the Environment in Northern Ireland 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 Mortgaged Property and</p> <p>(see continuation sheet)</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(iii) all of the Chargor's rights to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers or in respect of criminal damage pursuant to the Criminal Damage Compensation (Northern Ireland) Order 1977 in relation to the Mortgaged Property 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 Mortgaged Property 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 Lender

1 8 (a) By way of assignment all of the Chargor's Intellectual Property this includes any Intellectual Property specified in Schedule 2 of this Part 6 (Security Assets) opposite its name or in Part 4 of the Schedule to any Accession Deed by which it became a party to the Debenture

(b) To the extent that any right described in paragraph (a) of this clause 1 8 cannot be assigned the Chargor licences the same to the Lender absolutely for the full period and extent of such rights and it hereby undertakes to hold such rights and the entire benefit of such rights upon trust for the Lender absolutely

1 9 By way of first fixed charge

(a) the Chargor's goodwill

(b) the benefit of any Authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and

(c) the Chargor's uncalled capital and its called but unpaid capital

1 10 To the extent that any Security Asset is not effectively mortgaged or assigned under the Debenture the Chargor charges as beneficial owner by way of first fixed charge that Security Asset

1 11 (a) By way of a first floating charge the Chargor's undertaking and all of the Chargor's assets both present and future whatsoever and wheresoever which are at any time and from time to time not otherwise effectively mortgaged assigned or charged by way of fixed charge under the Debenture

(b) Subject to the Insolvency Order the Lender may by notice to the Chargor convert the floating charge created by the Chargor under the Debenture into a fixed charge as regards any of the Chargor's assets specified in that notice if

(i) an Event of Default has occurred and is continuing

(ii) the Lender considers those assets to be in danger of being seized or sold under any form of distress attachment execution or other legal process or to be otherwise in jeopardy

(iii) the Chargor fails to comply or takes or threatens to take any action which in the opinion of the Lender is likely to result in it failing to comply with its obligations under clause 9 of the Debenture (Restrictions on Dealings) in respect of those assets or

(iv) an event occurs which the Lender considers could affect the priority of the Security created by the Debenture

(see continuation sheet)

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) The floating charge created under the Debenture will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets if</p> <p>(i) a receiver is appointed or a petition is presented to appoint an administrator or a liquidator or other insolvency official to the Chargor or a Related Company of the Chargor or where the protection of the court is sought by the Chargor or a Related Company of the Chargor</p> <p>(ii) a resolution is passed or an order is made for the insolvency or re organisation of the Chargor</p> <p>(iii) a petition is presented for the compulsory winding up of the Chargor</p> <p>(iv) a meeting is convened for the passing of a resolution for the voluntary winding up of the Chargor</p> <p>(v) the Chargor ceases to carry on its business or be a going concern without the prior written consent of the Lender</p> <p>(vi) any person levies or attempts to levy any distress execution or other process against any Security Asset</p> <p>(vii) any other event occurs resulting in the conversion into a fixed charge of any other floating charge given by the Chargor to any person including the Lender or</p> <p>(viii) the Chargor resolves to take or takes any step to</p> <p>(A) create a Security Interest over any of the Chargor's Floating Charge Assets</p> <p>(B) create a trust over any of the Chargor's Floating Charge Assets or</p> <p>(C) dispose of any of the Chargor's Floating Charge Asset (except by way of sale in the ordinary course of such Chargor's business to the extent that such disposal is not otherwise prohibited by any Finance Document or except by way of Permitted Disposal)</p> <p>(d) The giving by the Lender of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Lender's rights to give any other notice in respect of any other asset or of any other right of the Lender under the Debenture or any other Finance Document</p> <p>(e) Any asset acquired by the Chargor after the crystallisation of the floating charge created under the Debenture which but for such crystallisation would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged by way of first fixed charge and</p> <p>(f) Paragraph 15 of Schedule B1 to the Insolvency Order applies to the floating charge created under the Debenture</p> <p>(see continuation sheet)</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

RESTRICTIONS ON DEALINGS

2 1 The Chargor shall not without the prior written consent of the Lender

- (a) create or permit to subsist any Security Interest over any of the Chargor's assets
- (b) enter into any arrangement under which money or the benefit of a bank account or other account may be applied set-off or made subject to a combination of accounts or
- (c) either in a single transaction or in a series of transactions (whether related or not) and whether voluntarily or involuntarily dispose of any asset other than any disposal of the Chargor's Floating Charge Assets in the ordinary course of its business

2 2 The Chargor shall at all times conduct and carry on its business in a proper and efficient manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business

2 3 The Chargor shall not do or cause or permit to be done anything which may in any way jeopardise or otherwise prejudice the Security

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 1

The Chargors

Name	Registration Number	Registered Office	Notice Details
Barnett Silos Limited	NI025589	Arnett House 12 16 Bridge Street Belfast BT1 1LS	Address Clarendon House 23 Clarendon Road Belfast BT1 3BG Fax +442890 249433 Attention The Company Secretary
W & R Barnett Trading Limited	NI057893	Clarendon House 23 Clarendon Road Belfast BT1 3BG	Address Clarendon House 23 Clarendon Road Belfast BT1 3BG Fax +442890 249433 Attention The Company Secretary
North West Silos Limited	NI014053	Clarendon House 23 Clarendon Road Belfast BT1 3BG	Address Clarendon House 23 Clarendon Road Belfast BT1 3BG Fax +442890 249433 Attention The Company Secretary
West Twin Silos Limited	NI025396	McCaughey Road Belfast BT3 9AG	Address Clarendon House 23 Clarendon Road Belfast BT1 3BG Fax +442890 249433 Attention The Company Secretary

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Name	Registration Number	Registered Office	Notice Details
Hall Holdings Unlimited	106906	PO Box 398 11 Bath Street St Helier JE4 8UT	Address Clarendon House 23 Clarendon Road Belfast BT1 3BG Fax +442890 249433 Attention Peter Kennedy
Hall Finance Limited	106818	PO Box 398 11 Bath Street St Helier JE4 8UT	Address Clarendon House 23 Clarendon Road Belfast BT1 3BG Fax +442890 249433 Attention Peter Kennedy

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Schedule 2

Part 1

Real Property

Name of Chargors

Freehold/Leasehold

Description

Barnett Silos Limited and
Hall Silos Limited

Leasehold

(i) The lands situate in the townland of Twin Island West Parish of Shankill and County of the City or County Borough of Belfast demised by a Lease dated 30th June 1964 made between the Belfast Harbour Commissioners of the one part and W & R Barnett Limited and R & H Hall Limited of the other part save and except for that portion of the lands surrendered by the Lease and Surrender dated 29th December 1972 also made between Belfast Harbour Commissioners of the one part and W & R Barnett Limited and R & H Hall Limited of the other part together with the additional lands situate in the townland of Twin Island West Parish of Shankill and County of the City or County Borough of Belfast demised by the said Lease and Surrender dated 29th December 1972 and

(ii) The lands situate in the townland of Twin Island West Parish of Shankill and County of the City or County Borough of Belfast demised by a Lease dated 15th February 1984 made between The Belfast Harbour Commissioners of the one part and W & R Barnett Limited and R & H Hall

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged		
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>Name of Chargors</p> <p>Freehold/Leasehold</p> <p>Description</p> <p>Limited of the other part together with all of the lands and premises which are comprised in Land Registry Folio AN166316L County Antrim</p>		
	<p>Part 2</p> <p>Investments</p>		
	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held
			Number of shares held
	West Twin Silos Limited	Barnett Silos Limited	Ordinary shares of £1 each
			5 000
	McCaughey Russell & Baird Limited	North West Silos Limited	Ordinary shares of £1 each
			22 350
	McCaughey Russell & Baird Limited	North West Silos Limited	Deferred shares of £1 each
			49 050
DT Russell & Baird (Ire) Limited	North West Silos Limited	Ordinary shares of £1 each	
		100	
West Twin Silos Limited	Hall Silos Limited	Ordinary B shares of £1 each	
		5 000	
<p>Part 3</p> <p>Plant and Machinery</p> <p>None Specified</p>			
<p>Part 4</p> <p>Specific Intellectual Property</p> <p>None specified</p>			

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Part 5 Security Accounts</p> <p>None Specified</p> <p>Part 6 Relevant Contracts</p> <p>1 Assignment dated 6 October 1992 between W&R Barnett Ltd (1) Barnett Silos Ltd (2) The Belfast Harbour Commissioners (3)</p> <p>2 Conveying Equipment Easement (within the Gantry) Agreement dated 23 December 1992 between The Belfast Harbour Commissioners (1) and Barnett Silos Ltd and Hall Silos Ltd (2)</p> <p>3 Storage Agreement dated 23 December 1992 between The Belfast Harbour Commissioners (1) Barnett Silos Ltd (2) and W&R Barnett Ltd (3)</p> <p>4 Deed of variation dated 18 May 2005 to agreement referred to at 4 above</p> <p>5 Conveying Equipment Operation Agreement dated 23 December 1992 between The Belfast Harbour Commissioners (1) and Barnett Silos Limited and Hall Silos Limited (2)</p> <p>6 Ancillary Equipment Agreement – NEI Clarke Chapman Crane Agreement dated 23 December 1992 between The Belfast Harbour Commissioners (1) Barnett Silos Ltd and Hall Silos Ltd (2) and W&R Barnett Ltd and IAWS Group plc (3)</p> <p>7 Right of Way dated 23 December 1992 between Barnett Silos Ltd and Hall Silos Ltd (1) and The Belfast Harbour Commissioners (2)</p> <p>8 Ancillary Equipment Agreement – Nellen Crane dated 23 December 1992 between The Belfast harbour Commissioners (1) Barnett Silos Ltd and Hall Silos Ltd (2) and W&R Barnett Ltd and IAWS Group plc (3)</p> <p>9 Licence to occupy open storage within the Belfast Harbour Estate dated 1 November 1997 – Hall Silos Ltd</p> <p>10 Licence to occupy open storage within the Belfast Harbour Estate dated 1 November 1997 – Barnett Silos Ltd</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

- 11 Finance Agreement dated 23 December 1992 between The Belfast Harbour Commissioners (1) Barnett Silos Ltd (2) Hall Silos Ltd (3) W&R Barnett Ltd (4) IAWS Group plc (5)
- 12 Storage and equipment agreement in relation to the Stormont Transit Shed and various equipment dated 5 September 2006 between (1) The Belfast Harbour Commissioners (2) Barnett Silos Limited (Company) and (3) W & R Barnett Limited (Guarantor)
- 13 Storage and equipment agreement in relation to the Stormont Transit Shed and various equipment dated 5 September 2006 between (1) The Belfast Harbour Commissioners (2) Hall Silos Limited (Company) and (3) IAWS Group Plc (Guarantor)
- 14 Crane operating agreement dated 5 September 2006 between (1) The Belfast Harbour Commissioners (2) Barnett Silos Limited (Company) and (3) W & R Barnett Limited (Guarantor)
- 15 Crane operating agreement dated 5 September 2006 between (1) The Belfast Harbour Commissioners (2) Hall Silos Limited (Company) and (3) IAWS Group Plc (Guarantor)
- 16 Memorandum dated 5 September 2006 supplemental to a development agreement dated 18 May 2005 between (1) The Belfast Harbour Commissioners (2) Barnett Silos Limited and (3) W & R Barnett Limited
- 17 Berth agreement dated 5 September 2006 between (1) The Belfast Harbour Commissioners and (2) Barnett Silos Limited
- 18 Berth agreement dated 5 September 2006 between (1) The Belfast Harbour Commissioners and (2) Hall Silos Limited
- 19 Development Agreement dated 18 May 2005 between (1) The Belfast Harbour Commissioners and (2) Barnett Silos Limited and (3) W&R Barnett Limited
- 20 Trading Agreement dated 6 March 2009 between (1) Londonderry Port & Harbour Commissioners and (2) West Twin Silos Limited
- 21 Lease regarding Twin Island West dated 22 November 2007 between (1) The Belfast Harbour Commissioners (2) Barnett Silos Limited and (3) Hall Silos Limited

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6	Short particulars of all the property mortgaged or charged			
	Please give the short particulars of the property mortgaged or charged			
Short particulars	Part 7 Insurances			
	W & R BARNETT LIMITED GROUP POLICIES			
	Policy name	Policy No	Insurers	
	Combined	24351361 CCI	Aviva Insurance & Others	
	Terror Top Up	B080112016G08	Willis	
	Employers Liability	RTT211519	Royal & SunAlliance	
	Excess Employers Liability	24600532	Chartis Insurance UK	
	Public Liability	SA13747721	Royal & SunAlliance	
	Excess of Loss Liability	46IR055977	ACE European Group	
	Excess of Loss Liability	24600531	QBE Insurance (Europe)	
	Excess of Loss Liability	IECANA04367	ACE European Group	
	Warehouse Liability	2069/10997	FBD Insurance	
	Combined	NV10972	Royal & SunAlliance	
	Engineering Business	RSAP9064980200	Royal & SunAlliance	
	Interruption			
	Combined	24369611ENP	Aviva Insurance UK	
	Pensions Trustee Liability	33600961	Chartis Insurance UK	
	Fidelity Guarantee	31600234	Chartis Insurance UK	
	Directors & Officers	33605177	Chartis Insurance UK	
	Liability			
	Motor Fleet	24FLW1320384	Aviva Insurance UK	
	Marine Cargo	CN1536	CNA Insurance Co	
	Group Personal Accident Travel	10604469	AIG Lifeline Plus (GPAT)	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>APPENDIX 1</p> <p>DEFINITIONS</p> <p>Accession Deed means a deed substantially in the form of Schedule 6 (Form of Accession Deed) of the Debenture</p> <p>Delegate means any delegate agent manager attorney or co trustee appointed by the Lender or any Receiver</p> <p>Facility Agreement means the facility agreement dated 9 November 2010 (which incorporates the General Terms) made between the Lender and the Company (each term as defined therein) as original borrower and the companies listed in Part II of Schedule 1 thereto as original guarantors as the same may be amended restated varied replaced acceded to or supplemented from time to time</p> <p>Floating Charge Assets means for any Chargor any of its assets charged by way of a floating charge under this Deed</p> <p>Insolvency Order means the Insolvency (Northern Ireland) Order 1989 (as amended)</p> <p>Insurances means for any Chargor any contract of insurance or re insurance taken out by or on behalf of that Chargor or under which it has a claim including the insurance contracts listed for that Chargor in Part 7 of Schedule 2 (Security Assets) below or in Part 7 of the Schedule to any Accession Deed if that Chargor became a party to this Deed by Accession Deed</p> <p>Intellectual Property means for any Chargor any and all its discoveries inventions concepts ideas patents trade marks service marks registered designs drawings utility models design rights copyright (including the copyright in software in any code) database rights trade secrets and other confidential information technical information technology know how business ideas methods techniques concepts business or trade names goodwill and all its other intellectual property and rights of a similar or corresponding nature in any part of the world whether registered or not or capable of registration or not and including all applications and the right to apply for any of the foregoing rights</p> <p>(see continuation sheet)</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Related Company means any Subsidiary of the Chargor</p> <p>Relevant Contract means for any Chargor (a) any agreement specified in Part 6 of Schedule 2 (Security Assets) above opposite its name or in Part 6 of the Schedule to any Accession Deed by which it became a party to the Deed and (b) any other agreement to which that Chargor is a party and which that Chargor (or the Company on its behalf) and the Lender may from time to time designate a Relevant Contract</p> <p>Secured Obligations means all monies obligations and liabilities herein covenanted to be paid or discharged by the Chargors and Secured Obligation means any of such monies obligations or liabilities</p> <p>Security means any Security Interest created evidenced or conferred by or under the Deed or any Accession Deed</p> <p>Security Account means for any Chargor (a) any account specified in Part 5 of Schedule 2 (Security Assets) above opposite that Chargor's name or in Part 5 of the Schedule to any Accession Deed by which that Chargor became a party to this Deed (b) any Mandatory Prepayment Account of that Chargor and (c) any other account which that Chargor (or the Company or on its behalf) and the Lender may from time to time designate a Security Account</p> <p>Security Assets means all assets of the Chargors the subject of the Security</p> <p>Security Interest means a mortgage charge pledge lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Subsidiary has the meaning given to it in section 1159 of the Companies Act</p> <p>Terms not defined herein have the same meaning as those defined in the Facility Agreement</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

Leasehold Lands in relation to a Chargor means its leasehold lands hereditaments and premises which are

- (a) capable of assignment without lessor consent or
- (b) capable of assignment only with lessor consent and such consent has been obtained provided always that no Chargor is obliged to obtain any such consent

Mortgaged Property means for any Chargor all freehold leasehold and other immovable property in which that Chargor holds or acquires a legal or beneficial interest both now and in future including any freehold leasehold property or other immovable property specified for that Chargor in Part 1 of Schedule 2 (Security Assets) below or in Part 1 of the Schedule to any Accession Deed if that Chargor became a party to this Deed by Accession Deed and all rights and appurtenances thereunto belonging or appertaining

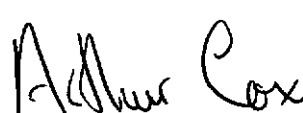
Plant and Machinery means for any Chargor all plant machinery computers office equipment or vehicles of that Chargor

Receiver' means a receiver or a receiver and manager in either case appointed under the Deed

(see continuation sheet)

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Particulars of a mortgage or charge

7	Particulars as to commission allowance or discount (if any) Please insert the amount or rate percent of any commission allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally or procuring or agreeing to procure subscriptions whether absolute or conditional for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	NIL	
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK) you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9 Signature	Signature Please sign the form here <div style="border: 1px solid black; padding: 5px;"> sg <div style="display: flex; justify-content: space-between; align-items: center;"> X  X </div> </div> This form must be signed by a person with an interest in the registration of the charge	

MG01

Particulars of a 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Company name	Ross Kane
Company address	Arthur Cox Solicitors
Address	Capital House
	3 Upper Queen Street
Postcode	Belfast
County	County Antrim
Postcode	B T 1 6 P U
Country	Northern Ireland
DX	DX2012 NR BELFAST 2
Telephone	028 9023 0007



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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
First Floor Waterfront Plaza 8 Laganbank Road
Belfast Northern Ireland BT1 3BS
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 MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO NI14053
CHARGE NO 1**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 JANUARY
2011 AND CREATED BY NORTH WEST SILOS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK
OF IRELAND ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 3 FEBRUARY 2011**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 7 FEBRUARY
2011**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**