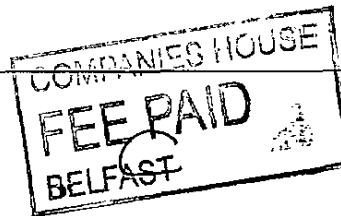


MR01

Particulars of a charge



Companies House

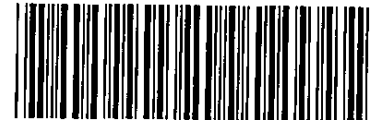
A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 the
instrument. Use form MR01

TUESDAY



J211WKS1

JNI

01/10/2013

#15

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
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 0 2 5 2 8 7

Company name in full TRRIM LIMITED

For official use

0062

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 4 0 9 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 Presbyterian Mutual Society Limited

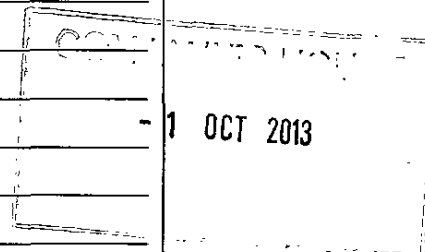
Name

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.



MR01

Particulars of a charge

4	Description	<p>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.</p>	<p>Continuation page Please use a continuation page if you need to enter more details.</p>
Description	<p>Registered Land</p> <p>The land and premises situate at 14 Chichester Park East, Ballymena, comprised in Folio AN90505 County Antrim.</p> <p>(for further details please refer to the instrument)</p>		
5	Fixed charge or fixed security	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

MR01

Particulars of a charge

8

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

Arthur Cox

X

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

MR01

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	Cathy Doherty
Company name	Arthur Cox
Address	Capital House
	3 Upper Queen Street
Post town	Belfast
County/Region	Co. Antrim
Postcode	B T 1 6 P U
Country	Northern Ireland
DX	
Telephone	02890 230007

**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: NI25287

Charge code: NI02 5287 0062

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 24th September 2013 and created by TRRIM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2013.

Given at Companies House, Belfast on 2nd October 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 24 September 2013

- (1) TRRIM LIMITED
- (2) PRESBYTERIAN MUTUAL SOCIETY LIMITED (IN
ADMINISTRATION AND IN SCHEME OF ARRANGEMENT)

LEGAL CHARGE

ARTHUR COX
BELFAST

We hereby certify that this is
a true copy of the original

Dated this 30th day of September 2013

Arthur
Cox

Arthur Cox N.I.
Capital House
3 Upper Queen Street
Belfast BT1 6PU

THIS CHARGE is made the 24 day of September 2013

BETWEEN:

- (1) **TRRIM LIMITED** with company number NI025287 whose registered office is at 49 Castleraine Road, Crossgar, BT30 9DP (the "**Chargor**"); and
- (2) **PRESBYTERIAN MUTUAL SOCIETY LIMITED** (in Administration and in Scheme of Arrangement) incorporated under the Industrial and Provident Societies Acts (Northern Ireland) 1969 and 1976 with Registered Number IP000275 and having its Registered Office at Glengall Exchange, 3 Glengall Street, Belfast, BT12 5AB, acting by its Joint Supervisors **JOHN HANSEN** of KPMG, 17 College Square East, Belfast, BT1 6DH and **ARTHUR BOYD** of Arthur Boyd & Company, 3rd Floor, Franklin House, 12 Brunswick Street, Belfast, BT2 7GE (together the "**Joint Supervisors**") (the "**Lender**").

WITNESSETH as follows:

1. COVENANT TO PAY MONIES AND LIABILITES OWING TO LENDER

- 1.1 The Chargor **HEREBY COVENANTS** that it will, on demand in writing being made on it, make due and punctual payment of, or discharge to the Lender, all debts and liabilities, whether certain or contingent, which may now or hereafter be due, owing or incurred to the Lender anywhere or for which the Chargor may be or become liable to the Lender on any account or in any manner whatever in whatever currency denominated (whether as principal or surety and whether alone or jointly with any other person, firm or corporation and in whatever name, style or form) when the same shall become due and whether originally incurred, due or owing to the Lender or becoming so incurred, due or owing by virtue of a transfer, assignment or other disposition to or in favour of the Lender or by virtue of rights of subrogation exercised by the Lender together with interest, commission, other banking charges and any legal, administrative and other costs, charges and expenses incurred by the Lender in relation to this Charge or in enforcing or seeking to enforce the security created hereby or any other security held by or offered to the Lender for such liabilities on a full and unqualified indemnity basis.
- 1.2 The monies and other liabilities in sub-clause 1.1 of this clause and all other monies and liabilities payable or to be discharged by the Chargor under or pursuant to any of the following clauses of this Charge are hereinafter collectively referred to as "**Secured Obligations**" and references to Secured Obligations include references to any part thereof.

2. CREATION OF CHARGE

- 2.1 The Chargor as beneficial owner, as security for the payment and discharge of the Secured Obligations, **HEREBY**:
 - (a) (i) **GRANTS AND DEMISES** unto the Lender all that property more particularly set out in Part I of Schedule 1 hereto to hold the same unto the Lender for the term of ten thousand years from the date hereof

subject to the proviso for redemption hereinafter contained;

- (ii) **GRANTS AND DEMISES** all that property more particularly set out in Part II of Schedule 1 hereto to hold the same unto the Lender for the residue of the terms of years created by the respective leases short particulars of which are also set out in Part II of Schedule 1 hereto less the last ten days thereof subject to the proviso for redemption hereinafter contained;

- (iii) **CHARGES** all that property comprised in the above mentioned Folios as are more particularly set out in Part III of Schedule 1 hereto with payment to the Lender of all monies due or to become due by the Chargor to the Lender and hereby requests that the charge hereby created be registered as a burden on the said property subject to the proviso for redemption hereinafter contained and applies to the Registrar of Titles for the registration in the above-mentioned folios of the following restriction:

“except under an Order of the Registrar no charge or other security interest is to be registered or noted without the consent of the Registered Owner for the time being of Charge No.”;

- (iv) **CHARGES** all:

- (a) licences to enter upon or use land and the benefit of all other agreements relating to land;
- (b) buildings and fixtures (including trade and tenant's fixtures belonging to the Chargor) now and in the future on the property specified in the Schedule hereto;
- (c) other interests now and in the future belonging to it in or over the property specified in the Schedule hereto or the proceeds of sale of the property specified in the Schedule hereto;
- (d) its rights to and interest in any proceeds of sale of the whole or any part of the property specified in the Schedule hereto (including any compensation received by it as a result of any notice or order from any planning authority or other statutory body which may at any time be held or received by it or anybody else on its behalf); and
- (e) all of its rights under the appointment of any managing agent of the property specified in the Schedule hereto; and

- (v) **CHARGES** all the rights and interests in and claims under policies of insurance of any description now or at any time during the continuance of this Charge belonging to the Chargor, or to which the Chargor may be or become entitled; and

- (b) **ASSIGNS** by way of security all rights under, or in connection with, any rent or similar payments payable to the Chargor in respect of any of the Charged Property (as defined below).

- 2.2 In this Charge the expression "**Charged Property**" means the undertaking, assets, rights, benefits and revenues described in sub-clauses 2.1(a) to (b) hereof and references to Charged Property include references to any part of it.
- 2.3 This security shall be a continuing security to the Lender for the monies or the balance of the monies intended to be hereby secured and shall not be affected by any intermediate payment or settlement of account or any other matter or thing whatsoever and shall extend to all sums debited to any account hereby secured until the complete and final discharge and release of this Charge.
- 2.4 The security hereby created is in addition to any other security or securities which the Lender may now or from time to time hold or take from the Chargor.
- 2.5 If the Chargor shall duly repay to the Lender and discharge the Secured Obligations and comply with all obligations hereunder the Lender will at the request and cost of the Chargor discharge the security hereby created.
- 2.6 The Chargor hereby attorns tenant to the Lender of any part of the Charged Property mortgaged by sub-clause 2.1(a) above at the yearly rent of five pence (if demanded) provided always that the Lender may at any time without notice to the Chargor determine the tenancy hereby created and enter upon such mortgaged property but so that neither the receipt of the said rent nor the said tenancy shall render the Lender liable to account to any person as mortgagee in possession.
- 2.7 **IT IS HEREBY AGREED AND DECLARED** that the Chargor shall stand possessed of the reversion immediately expectant upon the term of years hereby granted in any part of the Charged Property mortgaged by sub-clause 2.1(a) above in trust for the Lender and to assign, convey or dispose of the same as the Lender may direct (subject to the proviso for redemption hereinbefore contained) and the Lender may at any time during the continuance of the security hereby created remove the Chargor or any other person, persons or body corporate from being a trustee of the trust declared by this clause and on the death or removal of the Chargor or such other person, persons or body corporate appoint a new trustee or trustees in his, their or its place.

3. **RESTRICTIONS ON OTHER SECURITIES AND DISPOSALS**

- 3.1 The Chargor **HEREBY COVENANTS** that it shall not without the prior consent in writing of the Lender:
- (a) create or allow to subsist any specific or other mortgage, debenture, charge, lien, pledge, hypothecation or other security interest of any kind (save a charge arising by operation of law in the ordinary course of business under a reservation of title clause contained in the terms and conditions of sale of a supplier to the Chargor the legal effect of which the Chargor is not aware of or a lien or vendor's lien arising by operation of law in the ordinary course of business) upon the Charged Property;
 - (b) transfer, sell, lease, loan or otherwise dispose of the whole or any material part of the Charged Property by way of sale at full market value in the usual course of trading; and
 - (c) charge, assign, factor or discount rental income referred to in sub clause 2.1(b).

4. RESTRICTION IN DEALING WITH RENTAL INCOME

4.1 The Chargor shall at all times during the continuance of the security constituted by or pursuant to this security:

- (a) get in and realise the rental income referred to in sub-clause 2.1(b) above in the ordinary course of its trading activities and hold the proceeds of such realisations thereof (until payment to the Special Accounts as hereinafter provided) upon trust for the Lender; and
- (b) unless the Lender otherwise agrees in writing (and then only on such terms and in such manner as the Lender may require):
 - (i) pay the proceeds of the rental income referred to in sub-clause 2.1(b) above, into such separate and denominated account or accounts with the Lender or such other bank or banks as may be specified in writing by the Lender (collectively "**the Special Accounts**") or as the Lender may require; and
 - (ii) following notice in writing from the Lender at any time, not to withdraw any monies from the Special Accounts or such Special Accounts as are specified in such notice or only to withdraw monies on such terms as the Lender shall permit.

4.2 At any time before the security constituted by or pursuant to this Charge is discharged (and whether or not the Lender shall have made any demand for the payment or discharge of any of the Secured Obligations) the Lender may if and whenever and so often as it shall think fit apply the whole or any part of the monies from time to time standing to the credit of the Special Accounts in or towards the discharge of all or any of the Secured Obligations and/or may pay the same to the credit of any other account (including an account opened by the Lender for that purpose) as security for actual or contingent or present or future liability of the Chargor to the Lender forming part of or otherwise arising from the Secured Obligations.

4.3 The Chargor shall not at any time during the continuance of the security constituted by or pursuant to this Charge without the prior written consent of the Lender deal with the rental income claims referred to in sub-clause 2.1(b) above otherwise than by getting in and realising the same and making payment thereof into the Special Accounts.

5. PERFECTION OF THE LENDER'S SECURITY

5.1 The Chargor shall immediately upon the execution of this Charge (or upon becoming possessed thereof at any time thereafter) deposit with the Lender and the Lender during the continuance of this security shall be entitled to hold all deeds, certificates and other documents constituting or evidencing title to the Charged Property (including all insurance policies relating thereto) unless the same shall be held by or be required to be delivered to any holder of a security ranking in priority to that of the Lender.

- 5.2 The Chargor shall forthwith upon its acquisition, after the execution hereof, of any freehold, leasehold or other immoveable property wherever situated or of any estate or interest therein give the Lender written notice of such acquisition.
- 5.3 The Chargor shall, whenever requested by the Lender and at the Chargor's cost, affix to such items of the Charged Property or indorse or cause to be indorsed on such documents as are referred to in sub-clause 5.1 as the Lender shall in each case stipulate labels, signs or memoranda in such form as the Lender shall require referring or drawing attention to the security constituted by or pursuant to this Charge.

6. POWERS OF SALE AND LEASING

- 6.1 The monies hereby secured shall be deemed to have become due within the meaning of section 19 of the Conveyancing and Law of Property Act 1881 (the "1881 Act") and payable upon demand for payment being made on the Chargor by the Lender in accordance with the provisions of this Charge and, in addition to all other protection afforded by statute, every purchaser or other party dealing with the Lender shall be entitled and bound to assume without enquiry that some money is owing under this Charge and that a demand therefor has been duly made hereunder and the said monies hereby secured have accordingly become due.
- 6.2 During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Chargor in relation to the Charged Property or any part thereof nor shall the Chargor part with possession of the same or any part thereof nor confer any licence right or interest to occupy nor grant any licence or permission to assign underlet or part with possession of the same or any part thereof nor agree suffer or permit any variation or addition to the terms of any lease tenancy or licence without in every such case obtaining the prior consent in writing of the Lender but the foregoing shall not be construed as a limitation of the powers of any receiver appointed hereunder as agent of the Chargor.
- 6.3 The powers of enforcement and the remedies of this security conferred on mortgagees by the 1881 Act (as amended) shall apply on the part of the Lender without the restrictions imposed by section 20 of the 1881 Act and section 17 of the 1881 Act shall not apply to this security or to any security given to the Lender pursuant hereto.
- 6.4 The statutory powers of leasing conferred on the Lender shall be extended so as to authorise the Lender to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Lender shall consider expedient and without the need to observe any of the provisions of section 18 of the 1881 Act and section 3 of the Conveyancing and Law of Property Act 1911.

7. APPOINTMENT OF A RECEIVER

- 7.1 At any time after any of the monies hereby secured become payable or at any time after the Chargor shall have requested it so to do or upon the taking by any person of any step towards the liquidation or administration of the Chargor any charge created by this Charge shall be enforceable and the Lender may by writing appoint any person or persons to be an administrative receiver (to the extent that the law allows), a receiver or a receiver and manager of the Charged Property (hereinafter called "Receiver" which expression shall where the context so admits includes the plural

and any substituted receiver or receiver and manager) to act, in the case of two or more Receivers severally (unless the contrary shall be stated in the deed(s) or instrument(s) appointing them), and to the extent permitted by law, the Lender may by writing similarly remove any Receiver so appointed and appoint another or others in his or their place.

- 7.2 Any Receiver so appointed shall have the power in the name of or on behalf and at the cost of the Chargor or at his or their option in his or their own name(s) (and in any case notwithstanding any liquidation or administration of the Chargor) to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Property and in addition to all powers conferred from time to time upon Receivers by statute and in the case of powers conferred by the Conveyancing and Law of Property Acts 1881 to 1911 without the restrictions contained in section 20 of the 1881 Act any such Receiver may exercise all of the powers set out in Schedule 1 of the Insolvency (Northern Ireland) Order 1989.
- 7.3 All monies received by any Receiver appointed under this Charge shall (subject to the rights and claims of any person having a security ranking in priority to the security constituted by or pursuant to this Charge) be applied in the following order:
- (a) in the payment of the Receiver's remuneration and the costs, charges and expenses of and incidental to the Receiver's appointment;
 - (b) in the payment and discharge of any liabilities incurred by the Receiver on the Chargor's behalf in the exercise of any of the powers of the Receiver hereby conferred;
 - (c) in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 24(8) of the 1881 Act; and
 - (d) in or towards the satisfaction of the Secured Obligations and any surplus shall be paid to the Chargor or other person entitled thereto.
- 7.4 Any Receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for the payment of his remuneration.
- 7.5 Every Receiver so appointed shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with the Receiver's current practice or the current practice of his firm.
- 7.6 The provisions of sub-clauses 7.3 and 7.5 shall take effect as and by way of variation and extension to the provisions of sections 19 and 21 to 24 inclusive of the 1881 Act as amended by the Conveyancing Act 1911 and the provisions of those sections and the powers thereby conferred on a mortgagee or Receiver as so varied and extended shall apply to and be exercisable by any Receiver so far as applicable and section 20 of the 1881 Act shall not apply.
- 7.7 Only money actually paid by the Receiver to the Lender shall be capable of being applied by the Lender in or towards satisfaction of the Secured Obligations.

8. ADDITIONAL POWERS OF THE RECEIVER

8.1 In addition, a Receiver shall have the following powers:

- 8.1.1 to take possession of, collect and get in all or any part of the Charged Property and/or income in respect of which he was appointed;
- 8.1.2 to manage the Charged Property and the business of the Chargors as he thinks fit;
- 8.1.3 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 8.1.4 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Property in respect of which he was appointed without the need to observe the restrictions imposed by section 20 of the 1881 Act. Fixtures may be severed and sold separately from the Charged Property containing them, without the consent of the Chargors. The consideration for any such transaction may consist of cash, mortgages or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- 8.1.5 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargors are concerned or interested prior to his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- 8.1.6 to carry out any sale, lease or other disposal of all or any part of the Charged Property by conveying, transferring, assigning or leasing the same in the name of the Chargors and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargors;
- 8.1.7 to take any such proceedings (in the name of the Chargors or otherwise) as he shall think fit in respect of the Charged Property and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- 8.1.8 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- 8.1.9 to insure, and to renew any insurances in respect of, the Charged Property as he shall think fit (or as the Lender shall direct);
- 8.1.10 appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including power, to employ his partners and firm);

- 8.1.11 to operate any rent review clause in respect of any Charged Property in respect of which he was appointed or any part thereof and to apply for any new or extended lease;
- 8.1.12 to give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Charged Property;
- 8.1.13 to exercise in relation to the Charged Property or any part of them all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property; and
- 8.1.14 use the names of the Chargors for all or any of the above purposes.

9. FURTHER POWERS TO THE LENDER

- 9.1 The Lender shall have in addition to any general lien or similar right (if any) to which it may be entitled by law the right at any time or times and without notice to the Chargor (as well before as after any demand hereunder or otherwise) to consolidate all or any of the Chargor's then existing accounts (including accounts in the name of the Lender) with and liabilities of the Chargor to the Lender and/or set off or transfer any sum or sums standing to the credit of any one or more of such accounts denominated in whatever currency in or towards satisfaction of any of the liabilities of the Chargor to the Lender or any other account or in any other respect whether such liabilities be actual, contingent, primary, collateral, several or joint.
- 9.2 The Lender may in its absolute discretion at all times pending the payment to the Lender of the whole of the Secured Obligations place and keep to the credit of a separate or suspense account any money received by virtue of this Charge for so long and in such manner as the Lender may determine without any obligation to apply the same or any part thereof in or towards the discharge of the Secured Obligations.
- 9.3 If the Lender shall receive notice of any subsequent charge or assignment or other interest affecting the Charged Property the Lender may open a new account or accounts for the Chargor; if the Lender does not open a new account it shall nevertheless be treated as if it had done so at the time when such notice was received and as from that time all payments made by or on behalf of the Chargor to the Lender shall be credited to the new account and shall not operate to reduce the amounts due from the Chargor to the Lender at the time when notice was received.
- 9.4 For the purpose of or pending the discharge of any of the Secured Obligations the Lender may convert any monies received, recovered, or realised or subject to application by the Lender under this Charge (including the proceeds of any previous conversion under this clause) from their existing currency of denomination into such other currency of denomination as the Lender may think fit and any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency. Each previous reference in this clause to a currency extends to any funds of that currency and for the avoidance of doubt funds of one currency may be converted into different funds of the same currency.
- 9.5 The Lender may at any time or times without discharging or in any way affecting the security created by or pursuant to this Charge or any remedy of the Lender in respect of such security grant to the Chargor time or indulgence or abstain from asserting, calling, exercising or enforcing any remedies, securities, guarantees or other rights which it may now or hereafter have from or against the Chargor.

- 9.6 The Lender may in its discretion grant time or other indulgence, or make any other arrangement, variation or release with, any person or persons not party hereto (whether or not such person or persons are jointly liable with the Chargor) in respect of the Secured Obligations or of any other security therefor or guarantee in respect thereof without prejudice either to the security constituted by or pursuant to this Charge or to the liability of the Chargor for the Secured Obligations or the exercise by the Lender of any rights, remedies and privileges conferred upon it by this Charge.

10. **PROTECTION FOR THIRD PARTY PURCHASERS**

No person dealing with the Lender or with any Receiver or with any such delegate or sub-delegate as aforesaid shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretions conferred by or pursuant to this Charge in relation to the Charged Property or any part thereof are or may be exercisable by the Lender or by any Receiver, delegate or sub-delegate or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers, and all the protection to purchasers contained in Sections 21 and 22 of the 1881 Act shall apply to any person purchasing from, or dealing with, the Lender or any Receiver, delegate or sub-delegate in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Charged Property had not been varied or extended by these presents.

11. **NOTICES**

- 11.1 Any demand for payment or any other demand or notice hereunder may be made or given by any manager, officer or agent of the Lender:

- (a) by letter given by hand or sent by post addressed to the Chargor at her last known place of business or, at the Lender's option, its registered office; or
- (b) by telex or facsimile to the last known telex or facsimile number relating to such address or office.

- 11.2 Any such demand or notice shall be deemed served on the Chargor:

- (a) if given by hand at the time of delivery;
- (b) if sent by post at the earlier of the time of delivery or 10 a.m. on the first business day next following the date of posting (a business day for the purpose of this clause being a day on which the Lender is open for business in Belfast) notwithstanding that it be returned undelivered; and
- (c) if sent by telex or facsimile at the time of despatch.

- 11.3 In proving service by post it shall be sufficient to prove that the letter containing the demand or notice was properly addressed and posted. In proving service by telex or facsimile it shall be sufficient to produce the Lender's copy thereof.

12. MERGER AND COLLATERAL SECURITY

- 12.1 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, mortgage or other security or any contractual or other right which the Lender may at any time have for any money or liabilities or other sums due owing or incurred by the Chargor or any right or remedy of the Lender thereunder and any receipt, release or discharge of the security provided by or of any liability arising under this Charge shall not release or discharge the Chargor from any liability to the Lender for the same or any moneys which may exist independently of this Charge.
- 12.2 Where the security hereby given initially takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on or given in respect of or under the principal security to which this Charge operates as a collateral or further security the security hereby provided shall in respect of the Secured Obligations be an independent security for any such money or liabilities or other sums.

13. FURTHER DOCUMENTATION

- 13.1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 13.2 below.
- 13.2 The Chargors shall at any time execute and do all such assurances, acts and things as the Lender may require for perfecting or protecting the security created by this Charge over the Charged Property both present and future or any part thereof or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions vested in the Lender or in any Receiver of the Charged Property or any part thereof or in any such delegate (or sub-delegate) as aforesaid including, without limitation, to execute and sign in favour of the Lender or its nominees and to deliver to the Lender all such transfers (or, if the Lender shall so require, partially completed instruments of transfer with the name of the transferee, date and consideration left blank) and assignments and make all such payments, as the Lender may specify in such notice for the sole purpose of vesting the same in the Lender or its nominees or any purchaser absolutely, and shall, in particular, execute all mortgages, charges, transfers, conveyances, assignments and assurances of the Charged Property whether to the Lender or to its nominee(s) and give all notices, orders and directions which the Lender may think expedient.

14. GENERAL

- 14.1 No failure on the part of the Lender to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided by this Charge or by law (collectively "**the Lender's Rights**") shall operate as a waiver thereof, nor shall any single or partial waiver of any of the Lender's Rights preclude any further or other exercise of that one of the Lender's Rights concerned or the exercise of any other of the Lender's Rights.
- 14.2 All the costs, charges and expenses of the Lender incurred by the Lender in relation to this Charge or the Secured Obligations shall be reimbursed by the Chargor to the

Lender on demand on a full indemnity basis together with the amount of any value added tax chargeable on or in respect thereof.

- 14.3 A certificate by an officer of the Lender as to the Secured Obligations for the time being shall be binding and conclusive upon the Chargor.
- 14.4 Each of the provisions in this Charge shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 14.5 This Charge shall be binding upon and enure for the benefit of the Lender and its successors and the Lender may assign or transfer any of its rights or obligations under this Charge to any bank or other financial institution free from any equities. The Lender shall be entitled to impart any information concerning the Chargor to any such proposed assignee or other successor.

15. **DISCHARGES AND RELEASES AVOIDED**

- 15.1 No assurance, security or payment (hereinafter referred to in this clause 12 as a "**Transaction**") which may be avoided, adjusted or be the subject of any order of a court under any applicable law relating to insolvency of any jurisdiction (hereinafter called "**Insolvency Provisions**" which expression includes but is not limited to articles 198, 202, 203, 204, 205, 206 and 207 of the Insolvency (Northern Ireland) Order 1989) and no release, settlement, discharge, effect or arrangement (each such incidence being hereinafter referred to as "**Incidence**"), including, without limitation, an Incidence of or in relation to the liability or obligation of any third party (hereinafter called "**Third Party**") to the Lender for which the Chargor may have or may have had liability or responsibility as a guarantor, surety, indemnifier, co-debtor or otherwise, which may have occurred or may have been given or made on the faith of any such Transaction shall prejudice or affect the right of the Lender to recover from the Chargor to the full extent of this Charge as if such Transaction or Incidence (as the case may be) had never occurred or been granted, given or made. Any Incidence shall as between the Lender and the Chargor be deemed to have occurred or been given or made upon the express condition that it shall become and be voidable at the instance of the Lender if the Transaction on the faith of which it was made or given shall at any time thereafter be avoided adjusted or be the subject of any order of court under any Insolvency Provision or otherwise to the intent and so that the Lender shall become and be entitled at any time after any such avoidance adjustment or order to exercise all or any of the rights in this Charge expressly conferred upon the Lender and/or all or any other rights which by virtue and as a consequence of this Charge the Lender would have been entitled to exercise but for such Incidence.
- 15.2 Where any Transaction which was effected in or towards the payment or discharge or purported payment or discharge of any indebtedness, obligation or liability of the Chargor or a Third Party to the Lender is avoided, adjusted or otherwise the subject of any order of a court under any of the Insolvency Provisions, then (without prejudice to any orders or orders made in that regard in favour of the Lender thereunder) as between the Chargor and the Lender such payment or discharge shall be deemed never to have taken place.

16. **INTERPRETATION**

In this Charge:

- 16.1 where the context so admits or requires "**the Lender**" shall include the Lender's assigns;
- 16.2 unless the context otherwise requires expressions in the singular shall also denote the plural and vice versa and the masculine shall also denote the feminine and neuter;
- 16.3 the headings are included for ease of reference only and shall in no way affect the construction or interpretation of this Charge;
- 16.4 any reference to a statute shall be construed as a reference to that statute as modified or re-enacted from time to time or any analogous provision or rule under any applicable foreign law;
- 16.5 the expression "**person**" includes a body of persons whether incorporated or unincorporated;
- 16.6 a person who is not a party to this Charge has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any provision of this Charge; and
- 16.7 the terms of this Charge and of any side letters between the Chargors and the Lender in relation to this Charge are incorporated to the extent required for any purported disposition of the Charged Property to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

17. **GOVERNING LAW**

This deed shall be governed by and construed in accordance with the law of Northern Ireland and for the benefit of the Lender the Chargor hereby irrevocably submits to the non-exclusive jurisdiction of the Northern Ireland courts.

IN WITNESS whereof the parties hereto have executed this Charge as a deed the day and year first above written.

SCHEDULE 1

PART 1

Unregistered Freehold Land

PART II

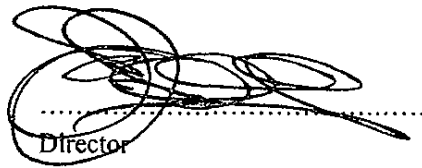
Unregistered Leasehold Land

PART III

Registered Land


1. The land and premises situate at 14 Chichester Park East, Ballymena comprised in Folio AN90505 County Antrim

EXECUTED (but not delivered until the
date hereof) **AS A DEED** by
TRRIM LIMITED
acting by a director in the presence of:



Director

Witness signature:



Name:

TIMOTHY JACKSON

Address:

649 SAWFIELD LANE, CANNY DUFF, L18 8BX

Occupation:

PRACTICE MANAGER.

We hereby certify that this is
a true copy of the original

Dated this 30th day of September
Arthur Cox
Cox Arthur Cox N.I.
Capital House 2013
3 Upper Queen Street
Belfast BT1 6PU