

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 there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original.**

TUESDAY



J4C3ORW8

JNI

21/07/2015

#104

COMPANIES HOUSE

1 Company details

Company number N 1 0 5 7 0 0 6

Company name in full Derry Bros Shipping Limited

For official use
0004

→ **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 1 6 0 7 2 0 1 5

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 AIB Group (UK) Plc trading as First Trust Bank

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.

COMPANIES HOUSE

21 JUL 2015

MR01

Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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.

☐

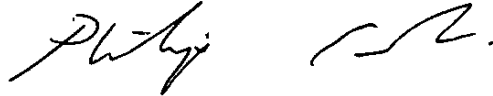
^① This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X  X

This form must be signed by a person with an interest in the 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. The contact information you give will be visible to searchers of the public record.

Contact name **Philip Gordon**

Company name **Bigger & Strahan**

Address **Sinclair House**

89 Royal Avenue

Post town **Belfast**

County/Region

Postcode **B T 1 1 E X**

Country **Northern Ireland**

DX **412 NR Belfast**

Telephone **028 9032 5229**

**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: NI57006

Charge code: NI05 7006 0004

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 16th July 2015 and created by DERRY BROS SHIPPING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st July 2015.

Given at Companies House, Belfast on 23rd July 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEBENTURE made this 16th day of July 2015

BETWEEN Derry Bros Shipping Limited

We certify this to be a true copy of the original of which it purports to be a copy
Dated: 21/07/15 Signed: *[Signature]*
For Biggers & Strahan Solicitors

having its registered office at Greenhall Industrial Estate, 130 Cloveneden Road, Loughgall, Co Armagh BT61 8LE

(hereinafter called "the Client") and AIB Group (UK) Plc trading as First Trust Bank having its registered office at 92 Ann Street, Belfast, BT1 3HH, (hereinafter called "the Bank" which expression shall include its successors and assigns).

WHEREAS:

- (a) Under a separate agreement or agreements entered into between the Client and the Bank from time to time (hereinafter called "Debt Purchase Agreements" and each a "Debt Purchase Agreement") the Client sells and the Bank purchases certain debts incurred to the Client by its customers being debts arising under contracts of sale of goods or supply of services made by the Client (hereinafter called the "Purchased Debts");
- (b) Pursuant to such Debt Purchase Agreements various moneys become due and owing by the Client to the Bank from time to time;
- (c) The Client may also be granted financial facilities from time to time by the Bank in one or other modes in which the Bank grants or may in future grant facilities to its customers or others and the Client may become indebted to the Bank in respect thereof;
- (d) It has been agreed between the Client and the Bank that all moneys now owing or which shall hereafter become owing from the Client to the Bank in connection with any Debt Purchase Agreement or otherwise howsoever with interest costs and charges shall be secured in the manner and on the terms hereinafter appearing.

NOW THIS DEBENTURE made in pursuance of the said agreement and in consideration of the premises WITNESSETH and it is HEREBY AGREED AND DECLARED between the parties hereto as follows:

1. In this Debenture, "the moneys hereby secured" shall mean all moneys and all liabilities whether actual or contingent now or hereafter due, owing or incurred by the Client to the Bank in whatever currency denominated whether in connection with or arising under any Debt Purchase Agreement or otherwise in any manner whatsoever (whether alone or jointly and whether as principal or surety) including all liabilities in connection with foreign exchange transactions entered into by the Bank for or at the request of the Client, together with interest to date of payment as hereinafter provided and all costs charges and expenses incurred by the Bank or any receiver in relation to the Client or all or any part of the property assets and rights for the time being comprised in or subject to the charge contained in this Debenture (hereinafter called "the Charged Property") on a full indemnity basis.
2. The Client will at the time when the moneys hereby secured shall become payable as provided herein pay to the Bank the said moneys as well as until payment or satisfaction interest thereon or on the balance of such moneys for the time being remaining unpaid or unsatisfied (as well after as before such moneys become payable or any judgement obtained in respect thereof) calculated at the rate and in the manner for the time being applicable to such moneys according to the practice of the Bank from time to time. A certificate signed by the Director or Manager of the Bank stating the applicable rate of interest the manner of calculation thereof and the amount due shall in the absence of manifest error be conclusive evidence against the Client of the applicable rate of interest the manner of calculation thereof from time to time and the amount due.

3. The Client as beneficial owner as continuing security and by way of first charge hereby charges with the payment of the moneys hereby secured and all interest as aforesaid all its book debts and other debts revenues and claims present future and contingent (including choses in action which may give rise to a debt revenue or claim and the proceeds of insurance or similar claim) (the Charged Property) due or owing or which may become due or owing to or purchased or otherwise acquired by the Client and the proceeds of realisation of the same and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of title or other proprietary rights, rights of tracing liens and all other rights and remedies of any nature whatsoever in respect of the same.
4. Notwithstanding anything contained in clause 3 hereof, the Charged Property shall not include any Purchased Debts or any rights pertaining thereto which under the terms of any Debt Purchase Agreement the Client has not or shall not have actually become obliged to repurchase from the Bank.
5. During the subsistence of this security the Client shall not, (save with the prior consent in writing of the Bank), be at liberty to create any security affecting any of the Charged Property which would rank in priority to or pari passu with the charge created by this Debenture or enter into any agreement for the assignment or disposition of any of the Charged Property other than an assignment or sale in the ordinary course and for the purpose of carrying on the Client's business.
6. The moneys hereby secured shall become immediately payable and this security enforceable upon the happening of any of the following events:
 - (a) If the Client makes default for one calendar month in the payment of any interest secured by this Debenture;
 - (b) If a petition is presented or an order is made or resolution is passed for the winding up of the Client otherwise than for the purpose of reconstruction or amalgamation which has been approved by the registered holder of the Debenture;
 - (c) If a petition is presented for the appointment of an Administrator.
 - (d) If the Bank by notice in writing served in accordance with the provisions of this Debenture demands payment by the Client of all or any part of the moneys hereby secured;
 - (e) If a Judgement against the Client, not being under appeal, remains unsatisfied for 21 days from its date or an order affecting the assets (or any of them) of the Client is issued under the Enforcement of Judgements (NI) Order.
 - (f) If an incumbrancer takes possession of any property of the Client or a receiver is appointed over its undertaking or any part of its property and assets;
 - (g) If the Client, by reason of financial constraints and with a view to preserving its business or protecting its assets, by resolution of its board of directors, requests the Bank to appoint a receiver over the Charged Property or any part thereof;
 - (h) If the Client ceases or threatens to cease payment of its debts or ceases or threatens to cease to carry on its business;
 - (i) If in the opinion of the Bank expressed and evidenced in the form of a resolution of its board of directors the security comprised in this Debenture is in jeopardy.

Provided that no notice or demand for payment shall be required to be given to the Client in order to make the principal moneys become due and payable under this Debenture where the event giving rise thereto is one of those described at (b), (e), (f) or (g) of this Clause.

7. (a) At any time after the moneys hereby secured shall have become payable the Bank may appoint a person to be receiver of the Charged Property and may thereafter (without exhausting the general power to appoint a receiver herein conferred) in the event that the receiver so appointed shall be found unsuitable or is unable or unwilling to act or continue to act or shall for any reason desire to be released from such receivership remove and release any such receiver and appoint another or others in his stead. More than one person may be appointed to act as receiver.
- (b) Any instrument appointing a receiver may in the case of the Bank be executed either under the common seal of the Bank or under the hand and seal of any director of the Bank duly authorised in that behalf by resolution of its board of directors.
- (c) A receiver so appointed as aforesaid shall act as receiver and manager and shall have power:-
- (1) To take possession of, collect and get in the Charged Property;
 - (2) To carry on or concur in the carrying on of the business of the Client or any part thereof;
 - (3) To institute or defend proceedings in any Court of Law or any other lawful or recognised tribunal (including arbitration) in the name of the Client and on its behalf to prosecute, defend, discontinue, settle or compromise any such proceedings in so far as the same may affect the business, goodwill or reputation of the Client or its goods or any of the Charged Property;
 - (4) To sell or dispose of or concur in selling or disposing of all or any of the Charged Property at such price and on such terms as the receiver with the consent of the Bank shall deem appropriate in the interest of the beneficial realisation of the Charged Property and to carry any such sale or disposition into effect by deed or other assurance in the name and on behalf of the Client or otherwise to grant, convey or transfer the same to a purchaser; and
 - (5) To make any arrangement or compromise which the receiver shall think expedient in the interest of the Bank. Any agreement, assurance, deed or other document or thing required to give effect to or evidence anything agreed or done by a receiver in pursuance of any of the powers herein conferred may be entered into and executed by the receiver in the name of the Client.

And all moneys received by such receiver shall, after providing for matters specified in the first three paragraphs of Clause 8, Section 24 of the Conveyancing and Law of Property Act, 1881 and for the purposes aforesaid, be applied in or towards satisfaction of the Debenture; and the foregoing provisions in this condition shall take effect as and by way of variation and extension of the provisions of Sections 19 and 24 (inclusive) of the said Act which provisions so varied and extended shall be regarded as incorporated herein. The receiver so appointed shall be the agent of the Client and the Client shall be solely responsible for the acts or defaults of such receiver and for his remuneration.

8. For the purpose of completing or perfecting any agreement, assurance, deed or other document or thing which may be required or be deemed proper for any of the purposes aforesaid the Client hereby irrevocably appoints the Bank and any receiver or receivers appointed as aforesaid its Attorney or Attorneys who may act jointly or severally in its name and on its behalf and as its act and deed and either in the name of the Client or in the Attorney's or Attorneys' own name or names to execute, sign, seal and deliver the same and any such execution shall be as effective as if the Client shall have affixed its common seal to any such instrument in accordance with the regulations or Articles of Association of the Client.
9. A notice may be given on behalf of the Bank in writing by any Solicitor, Secretary, Manager or other officer of the Bank. Any notice served by the Bank by post shall be deemed to have been duly served at the expiration of twenty-four hours after it is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and deposited with the Post Office for prepaid delivery.
10. The Debenture is issued in accordance with the Client's Memorandum and Articles of Association and by authority of the Board of directors of the Client.

Executed as a deed acting by Director and
Company Secretary of Derry Bros Shipping Limited

Brigid Morgan
Director

Brigid Morgan
Director/Company Secretary

Executed for and on behalf of the Company
by a current Director signing in the presence
of the undernoted witness and for the purposes
of Section 44(2) of the Companies Act 2006

Witness
Signature: Kathleen Smyth

Witness
Print Name: KATHLEEN SMYTH

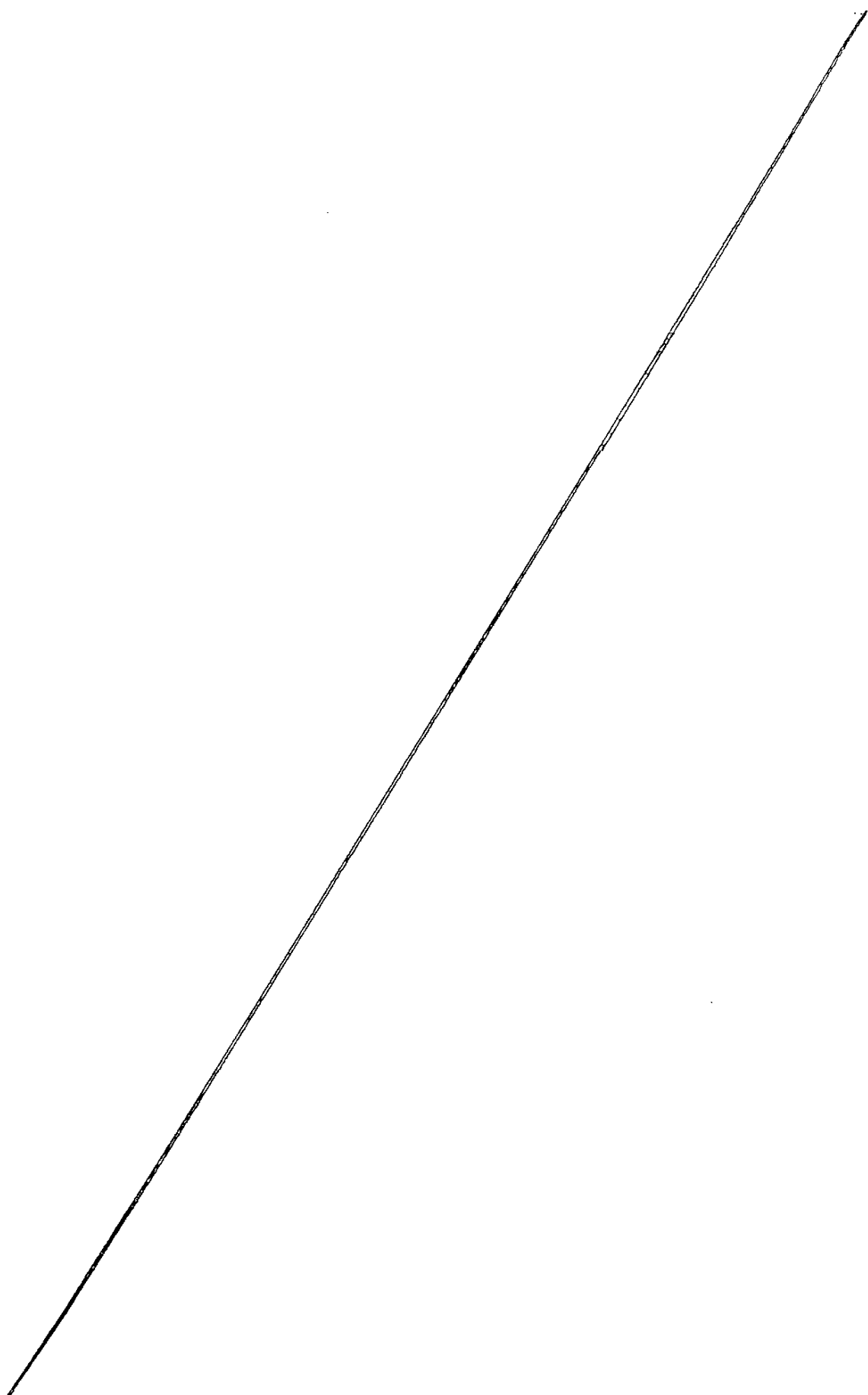
Witness
Address: 47 ROCK ROAD

GRANEMORE

Witness
Occupation: ACCOUNTS

Brigid Morgan
DIRECTOR (Signature) *deputy authorised*

Brigid Morgan
BRIGID MORGAN
DIRECTOR (Print Name)



Dated this 16th day of July 2015

DEBENTURE

Derry Bros Shipping Limited

to

**AIB GROUP (UK) PLC TRADING AS
FIRST TRUST BANK**