

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST



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
21 days beginning with the day after the date of creation of the ch
delivered outside of the 21 days it will be rejected unless it is accom
court order extending the time for delivery.



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

WEDNESDAY



J5A61ZKJ

JNI

29/06/2016

#35

COMPANIES HOUSE

1 Company details

Company number N I 0 7 3 9 9 6

Company name in full C&O MCGINLEY LIMITED



For official use

→ **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 7 0 6 2 0 1 6

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 HENDERSON WHOLESALE 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.

COMPANIES HOUSE

29 JUN 2016

MR01

Particulars of a charge

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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.

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.

Brief description

The Company ('The Borrower') as Beneficial Owner and as a continuing security for the payment of all monies and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise hereby secured:

(a) FIRSTLY DEMISES unto Henderson Wholesale Limited ("The Lender") those leasehold hereditaments and

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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 statement¹

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).


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Signature

Please sign the form here.

Signature

Signature

X  X

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

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Particulars of a charge

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Description

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.

Description

premises (being all the lands, premises and buildings situate and known as 20 Buncrana Road, Derry, as comprised in a lease dated 20 April 2012 made between Colm McGinley and Oonagh McGinley (1) and C&O McGinley Limited (2) for a term of 5 years commencing on and including 20 April 2012 at an initial yearly rent of £60,000) for the residue of the respective terms of years for which the same are held by the Company (less the last day thereof) and further CHARGES unto The Lender all freehold and leasehold property of the Company both present and future together with all buildings, fixtures (including trade fixtures), fixed plant and machinery from time to time thereon together with all liens, charges, options, agreements, licenses, rights and interest in or over land both present and future vested in the Company may be entitled;

(b) SECONDLY CHARGES unto The Lender all plant and machinery vehicles computers and other chattels (except where the same is included within sub clauses (a) above) now or at any time hereafter belonging to the Company (and all spare parts replacements modifications and additions for the same) and all the right, title and interest of the Company in any plant and machinery and other chattels from time to time hired, leased or rented or acquired by the Company on a hire installment or conditional purchase basis from third parties together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract; but excluding stock in trade of the Company;

(c) THIRDLY CHARGES unto The Lender all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including, but not limited to, loan capital of the Company both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of conversion redemption bonus preference option dividend interest or otherwise (all of which are hereinafter called "the Securities");

(d) FOURTHLY CHARGES unto The Lender all book and other debts revenues and claims both present and future (including bank deposits and credit balances) all interest rate risk hedging arrangements and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights right of tracing liens and all other rights and remedies of whatsoever nature in respect of same;

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Particulars of a charge

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Description

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.

Description

(e) FIFTHLY CHARGES unto The Lender the uncalled capital goodwill and all patents patent applications inventions trademarks trade names registered designs copyrights know how and other intellectual property rights and all licences and ancillary rights and benefits including all royalties fees and other income deriving from same both present and future of the Company; and

(f) SIXTHLY CHARGES unto The Lender the undertaking and all of the property assets and rights of the Company whatsoever and wheresoever both present and future including but not limited to the stock in trade of the Company and all other items ordinarily disposed of by the Company in the normal course of trading as a *going concern wheresoever which is or may be from time to time* while this instrument is in force comprised in the property and undertaking of the Company and the assets First Secondly Thirdly Fourthly and Fifthly described (if and in so far as the charges thereon herein contained shall for any reason be ineffective as fixed charges or mortgages);

(g) SEVENTHLY CHARGES unto The Lender by way of floating charge all the property, assets and rights referred to in clauses 3.01 (a) to (e)(inclusive) of the Debenture, if and insofar as such charges or any part or parts thereof shall be for any reason ineffective as fixed charges.

The charges hereby created shall as regards the premises and assets First Secondly Thirdly Fourthly and Fifthly described be first fixed charges or mortgages and as to the assets Sixthly described shall be a first floating charge (subject to Clause 3.04 of the Deed). The Lender may at any time by notice in writing to the The Borrower convert such floating charge into a fixed charge as regards any assets specified in the notice.

The Borrower hereby covenants that it will not without the prior consent in writing of The Lender:

(a) sell assign discount factor pledge charge or otherwise dispose of the assets Fourthly described or any part thereof or deal with same otherwise than in accordance with Clause 4.02(a) of the Deed;

(b) *create or attempt to create or permit to subsist any mortgage debenture charge or pledge upon or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the goodwill undertaking property assets revenues and rights hereby charged (together called the "Charged Assets") or any part thereof; or*

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Description

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.

Description

(c) part with possession of or transfer sell lease or otherwise dispose of the Charged Assets or any part thereof or attempt or agree so to do (except in the case of assets charged by way of floating charge only which may be sold at market value in the usual course of trading as now conducted and for the purpose of carrying on the The Borrower's business).

Notwithstanding anything herein contained, if the Company charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Assets Sixthly described in Clause 3.01 of the Deed or attempts so to do without the prior consent in writing of The Lender or if any person levies or attempts to levy any distress execution sequestration or other process against any of the Charged Assets Sixthly described in such clause, the charge hereby created over the assets the subject thereof shall automatically without notice operate as a fixed charge instantly such event occurs.

**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 **GRAEME HAMILTON**

Company name **HEWITT AND GILPIN SOLICITORS**

LIMITED

Address **THOMAS HOUSE, 14 - 16 JAMES**

STREET SOUTH, BELFAST

Post town

County/Region

Postcode

B T 2 7 G A

Country

DX **DX 2000 NR BELFAST 2**

Telephone **028 90 573 573**

**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: NI73996

Charge code: NI07 3996 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 27th June 2016 and created by C & O MCGINLEY LIMITED was delivered pursuant to Chapter A1. Part 25 of the Companies Act 2006 on 29th June 2016.

Given at Companies House, Belfast on 29th June 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS INDENTURE is made the 27th day of June Two thousand and Sixteen BETWEEN C&O MCGINLEY LIMITED a Company registered in Northern Ireland with reference number (NI073996) whose registered office is situate at 20 Buncrana Road, Derry, County Londonderry, BT48 8AB ("the Company") of the one part and HENDERSON WHOLESALE LIMITED having its Registered Office at 9-11 Hightown Avenue, Newtownabbey BT36 4RT in the County of Antrim ("Henderson") of the other part.

WITNESSETH as follows:-

1. COVENANT TO PAY

1.01 The Company HEREBY COVENANTS that it will, on demand in writing being made on it, pay to Henderson all monies and discharge all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to Henderson by the Company in whatever currency denominated whether on any goods, loan, current, trading or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) when the same shall become due including all liabilities in connection with foreign exchange transactions, 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 Henderson for or at the request of the Company together with interest due to date of payment at such rates and upon such terms as may from time to time be agreed and all commission fees and other charges and all legal and other costs and expenses incurred by Henderson in relation to the Company or the assets hereby charged on a full indemnity basis.

1.02 Henderson shall cease to be under any further commitment to the Company and all monies obligations and liabilities hereby secured shall immediately become due and payable on demand and the Company shall provide cash cover on demand for all contingent or non-contingent liabilities of the Company to Henderson and for all notes or bills accepted endorsed or discounted and all bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time issued or entered into by Henderson for or at the request of the Company on the occurrence of any of the following events of default, namely:-

- (a) if the Company fails to pay on the due date any money or to discharge any obligation or liability payable by it from time to time to Henderson or fails to comply with any term condition covenant or provision of this Debenture or of any goods, trading or loan account or other facility from Henderson or defaults in the performance of any obligation or liability of the Company to Henderson and (if capable of remedy) such default continues unremedied for five days after service of notice of same from Henderson to the Company or if any representation warranty or undertaking from time to time made to Henderson by the Company is incorrect or inaccurate in a material respect when

We hereby certify this to be a true and accurate copy of the original

Dated this 27th day of June 2016

Signed



made (or deemed made)

- (b) if the Company or its Agents do or suffer anything or if any event shall occur which in the reasonable opinion of Henderson amounts to or would within the passage of time amount to a material adverse change in the business affairs, future prospects, financial position or assets of the Company and its subsidiaries as a whole.
- (c) if for any reason the principal amount of any indebtedness for borrowed money becomes due and payable, or capable of being declared due and payable, by the Company or any subsidiary prior to its specified maturity or if any security given by the Company or any subsidiary becomes enforceable. For these purposes "indebtedness for borrowed money" shall include all and any liabilities whether actual or contingent under or for goods or services supplied, loans, notes, bonds, loan stock, bills, acceptance credit arrangements, finance leases, redeemable share capital, deferred purchase agreements, guarantees and any other transaction in the nature of borrowing or with the commercial effect of borrowing or a guarantee of a form of borrowing.
- (d) if a petition is presented other than a petition which is vexatious or without foundation and is dealt with immediately by the Company or an order made or a resolution passed or analogous proceedings are taken for appointing an administrator of or winding up of the Company or any of its subsidiaries or if a notice is issued convening a meeting for the purpose of passing such resolution (save for the purpose of amalgamation or reconstruction and followed within four months by an amalgamation or reconstruction not involving or arising out of insolvency on terms previously approved in writing by Henderson) or for the appointment of a receiver trustee or similar officer of it or any of its subsidiaries or of all or a material part of its or their revenues or assets;
- (e) if an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed over the whole or any part of the undertaking property assets or revenues of the Company or any of its subsidiaries;
- (f) if any judgment or order made against the Company or any of its subsidiaries is not complied with within seven days and remains unsatisfied for 28 days from its date unless stayed by the Court or if an execution, distress, sequestration, order of the Enforcement of Judgments Office or other process is levied or enforced upon or sued out against any part of the undertaking property assets or revenues of the Company and is not discharged within fourteen days;
- (g) if the Company stops payment or agrees to defer a moratorium or becomes or is deemed to be insolvent or unable to pay its debts

within the meaning of Article 103 of the Insolvency (Northern Ireland) Order 1989 or when they fall due or if a notice is issued convening a meeting of or the Company proposes or enters into any composition or arrangement with its creditors generally or with any class of its creditors;

- (h) if the Company or any of its subsidiaries without the prior consent in writing of Henderson ceases or threatens to cease to carry on its business or any material part thereof in the normal course or changes the nature or mode of conduct of its trading in any material respects;
- (i) if the Company makes any material change in the nature of its business as now conducted whether by acquisition, disposal or otherwise or transfer, sell, license, lease or otherwise dispose (or agree to transfer, sell, licence, lease or otherwise dispose) whether by a single transaction or a number of transactions related or not of the whole or substantial part (in relation to the Company and its subsidiaries as a whole) of its business, undertaking or assets including book debts.
- (j) if this Debenture or any guarantee indemnity or other security for any money obligation or liability hereby secured fails or ceases in any respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy invalid or unenforceable;
- (k) if any licence authorisation consent or registration at any time necessary or desirable to enable the Company to comply with its obligations to Henderson or to carry on its business in the normal course shall be revoked withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect;
- (l) if for any reason the principal amount of any in the opinion of Henderson, material indebtedness for borrowed money becomes due and payable, or capable of being declared due and payable, by the Company or any of its subsidiaries prior to its specified maturity;
- (m) if any event occurs which amounts or would with the passage of time amount to, in the reasonable opinion of Henderson, a material adverse change in the business or assets of the Company or any of its subsidiaries;
- (n) if control (as defined in Article 4(10) of the Insolvency (Northern Ireland) Order 1989 or any statutory modification thereof) or the power to take control of the Company is acquired by any person or company or group of associates (as defined by such Article) not having control of the Company at the date hereof unless with the prior consent in writing of Henderson; or
- (o) if

- (i) any of the foregoing events occurs without the prior consent in writing of Henderson in relation to (a) any third party which now or hereafter has guaranteed or provided security for or given an indemnity in respect of any money obligation or liability hereby secured or (b) any subsidiary or holding company (as defined by Article 4 of the Companies (Northern Ireland) Order 1986) of the Company or of any such third party or any subsidiary of any such holding company; or
- (ii) any individual now or hereafter liable as such third party shall die or become of unsound mind or have a bankruptcy petition presented or order made against him.

1.03 The Company hereby covenants immediately to notify Henderson in writing of the occurrence of any of the events of default specified in Clause 1.02 or of the occurrence of any event which with the lapse of time or giving of notice would or may constitute any of the same.

2. The Company will pay to Henderson (both before and after any demand for payment of principal and as well before as after any judgment) interest on all the monies hereinbefore referred to at such rate or rates as may from time to time be agreed between Henderson and the Company

PROVIDED THAT

- (i) If any law or regulation or change of law or regulation is made by any government political fiscal monetary or other competent authority or authorities whereby there is imposed on Henderson any reserve deposit requirement or interest equalisation tax or any levy or impost whatsoever which has the effect of increasing the cost to Henderson of making or maintaining the facilities to the Company pursuant to which this Debenture was made the Company shall pay to Henderson from the date of such imposition such additional amounts calculated by Henderson (whose calculation shall be final and binding upon the Company) to equate to the increase in cost to Henderson caused by such law regulation or change.
- (ii) In the event of such imposition occurring Henderson shall notify the Company in writing of its nature as promptly as possible and specify the increase in cost as aforesaid.
- (iii) In the event of an amount or amounts being payable by the Company pursuant to this paragraph notwithstanding any restrictions contained or implied on any goods or loan facility or other agreement between Henderson and the Company the Company shall have the right to pay in full to Henderson all monies owing hereunder (including any amount or amounts payable pursuant to this paragraph up to the date of payment) on the next date for payment of

interest.

3. CHARGING CLAUSE

3.01 The Company as Beneficial Owner and as a continuing security for the payment of all monies and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise hereby secured:

- (a) **FIRSTLY DEMISES** unto Henderson those hereditaments and premises specified in the Schedule hereto for the residue of the respective terms of years for which the same are held by the Company (less the last day thereof) and further **CHARGES** unto Henderson all freehold and leasehold property, hereditaments and premises of the Company both present and future together with all buildings, fixtures (including trade fixtures), fixed plant and machinery from time to time thereon together with all liens, charges, options, agreements, licences, rights and interest in or over land both present and future vested in the Company or to which the Company may be entitled
- (b) **SECONDLY CHARGES** unto Henderson all plant and machinery vehicles computers and other chattels (except where the same is included within sub-clauses (a) above) now or at any time hereafter belonging to the Company (and all spare parts replacements modifications and additions for the same) and all the right, title and interest of the Company in any plant and machinery and other chattels from time to time hired, leased or rented or acquired by the Company on a hire instalment or conditional purchase basis from third parties together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract; but excluding stock in trade of the Company;
- (c) **THIRDLY CHARGES** unto Henderson all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including, but not limited to, loan capital of the Company both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of conversion redemption bonus preference option dividend interest or otherwise (all of which are hereinafter called "the Securities");
- (d) **FOURTHLY CHARGES** unto Henderson all book and other debts revenues and claims both present and future (including bank deposits and credit balances) all interest rate risk hedging arrangements and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights right of tracing liens and all other rights and remedies of whatsoever nature in respect of same;

- (e) FIFTHLY CHARGES unto Henderson the uncalled capital goodwill and all patents patent applications inventions trade marks trade names registered designs copyrights know-how and other intellectual property rights and all licences and ancillary rights and benefits including all royalties fees and other income deriving from same both present and future of the Company; and
 - (f) SIXTHLY CHARGES unto Henderson the undertaking and all of the property assets and rights of the Company whatsoever and wheresoever both present and future including but not limited to the stock in trade of the Company and all other items ordinarily disposed of by the Company in the normal course of trading as a going concern wheresoever which is or may be from time to time while this instrument is in force comprised in the property and undertaking of the Company and the assets First Secondly Thirdly Fourthly and Fifthly described (if and in so far as the charges thereon herein contained shall for any reason be ineffective as fixed charges or mortgages);
 - (g) SEVENTHLY CHARGES unto Henderson by way of floating charge all the property, assets and rights referred to in clauses 3.01(a) to (e)(inclusive) if and insofar as such charges or any part or parts thereof shall be for any reason ineffective as fixed charges.
- 3.02 The charges hereby created shall as regards the premises and assets First Secondly Thirdly Fourthly and Fifthly described be first fixed charges or mortgages and as to the assets Sixthly described shall be a first floating charge (subject to Clause 3.04). Henderson may at any time by notice in writing to the Company convert such floating charge into a fixed charge as regards any assets specified in the notice.
- 3.03 The Company hereby covenants that it will not without the prior consent in writing of Henderson:
- (a) sell assign discount factor pledge charge or otherwise dispose of the assets Fourthly described or any part thereof or deal with same otherwise than in accordance with Clause 4.02(a);
 - (b) create or attempt to create or permit to subsist any mortgage debenture charge or pledge upon or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the goodwill undertaking property assets revenues and rights hereby charged (together called the "Charged Assets") or any part thereof; or
 - (c) part with possession of or transfer sell lease or otherwise dispose of the Charged Assets or any part thereof or attempt or agree so to do (except in the case of assets charged by way of floating charge only which may be sold at market value in the usual course of trading as now conducted and for the purpose of carrying on the Company's business).
- 3.04 Notwithstanding anything herein contained, if the Company charges pledges or otherwise encumbers (whether by way of fixed or floating

security) any of the Charged Assets Sixthly described in Clause 3.01 or attempts so to do without the prior consent in writing of Henderson or if any person levies or attempts to levy any distress execution sequestration or other process against any of the Charged Assets Sixthly described in such clause, the charge hereby created over the assets the subject thereof shall automatically without notice operate as a fixed charge instantly such event occurs.

3.05 The Company hereby agrees that Henderson may at any time without notice after an event of default or in making demand notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any of its then existing accounts including accounts in the name of Henderson or of the Company jointly with others (whether current deposit loan or of any other nature whatsoever and whether subject to notice or not and whether in Sterling or in any other currency) wheresoever situate and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any obligations or liabilities of the Company to Henderson whether such liabilities be present future actual contingent primary collateral several or joint. Where such combination set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of Henderson (as conclusively determined by Henderson) for purchasing the currency for which the Company is liable with the existing currency.

3.06 If the Company shall duly repay to Henderson all and every sum or sums of money (including all interest and charges hereby covenanted to be paid) and comply with all obligations hereunder Henderson will at the request and cost of the Company duly discharge this security.

4. COVENANTS BY THE COMPANY

4.01 The Company hereby covenants with Henderson that during the continuance of this security the Company will and shall procure that each of its subsidiaries will at all times:

- (a) conduct and carry on its business in a proper and efficient manner and will not without Henderson's written consent 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;
- (b) observe and perform all covenants, conditions and stipulations from time to time affecting its freehold, leasehold or other property or the mode of user or enjoyment of the same and not without the prior consent in writing of Henderson such consent not to be unreasonably withheld or delayed enter into any onerous or restrictive obligations affecting such property or make any structural or material alterations thereto or suffer to be done on any such property anything which is "development" as defined in the Planning (Northern Ireland) Order 1991 nor do or suffer or omit to be done any act or matter or thing whereby any provision

of any Act of Parliament, Order or Regulation from time to time in force affecting any such property is infringed;

- (c) observe and perform all covenants and stipulations from time to time affecting its patents, patent applications, trade marks, trade names, registered designs and copyrights and all other industrial or intangible property or any licence or ancillary or connected rights and benefits from time to time relating to industrial or intangible property and preserve, maintain and renew when necessary or desirable all such licences and rights;
- (d) keep all buildings and erections and all plant, machinery, fixtures, fittings, vehicles, computers and equipment and effects and every part thereof in good and substantial repair and in good working order and condition with a recognisable identification marking and not pull down or remove or sell or otherwise dispose of any of the same without the prior consent in writing of Henderson except in the ordinary course of use, repair, maintenance or improvement. If the Company is at any time in default in complying with this covenant Henderson shall be entitled but not bound to repair and maintain same with power for Henderson, its agents and their respective employees to enter any of the Company's property for that purpose or to inspect the same and any sum so expended by Henderson shall be repayable by the Company to Henderson on demand together with interest at 4% per annum over the rate payable by the Company to Henderson from time to time in respect of the principal ("the Default Rate") from the date of payment by Henderson;
- (e) at its own expense to insure and keep insured all its property and effects whatsoever of an insurable nature with a reputable well established insurance office or with Lloyds Underwriters against loss or damage by fire, civil commotion, explosion, earthquake, subsidence, landslip, heave, aircraft and articles dropped therefrom, flood, storm, lightning, burst pipes, theft, malicious damage, impact and such other risks and contingencies as a prudent company carrying on a similar business or businesses would normally insure such property and effects to the full replacement value thereof from time to time including architects, surveyors, engineers and all other professional fees and demolition charges together with full provision for estimated inflation and loss of rent for three years with the interest of Henderson noted thereon as Henderson may reasonably require and with the policy containing such provisions for the protection of Henderson as Henderson may reasonably require to avoid the interests of Henderson being prejudiced by any act of the Company or of any occupier and maintain such other insurance policies (with the interest of Henderson noted thereon or jointly with Henderson as Henderson may require) containing like provisions for the protection of Henderson as are normally maintained by prudent companies carrying on similar businesses and duly pay within one week of the same becoming due all premiums and other monies necessary for effecting and keeping

up such insurances and on demand to produce to Henderson the policy or policies of such insurance and proof of such payments, failing which Henderson may take out or renew such insurances in any sum which Henderson may properly think expedient and all money expended by Henderson under this provision shall be reimbursed by the Company on demand and bear interest at the Default Rate from the date of payment by Henderson. All monies to be received by virtue of any insurance maintained or effected by the Company (whether or not in pursuance of the obligations hereunder) are hereby charged to and shall be paid to Henderson subject to the rights of any landlords of its property (or if not paid by insurers directly to Henderson held on trust for Henderson) and shall at the option of Henderson be applied in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Company) or (save in the case of leasehold premises) in reduction of the monies, obligations and liabilities hereby secured;

- (f) punctually pay and indemnify Henderson and any receiver appointed by it against all existing and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this security payable in respect of the Charged Assets or any part thereof or by the owner or occupier thereof. If any such sum shall be paid by Henderson or any such receiver, the same shall be repaid by the Company on demand with interest at the Default Rate;
- (g) not (without the prior consent in writing of Henderson) vary, surrender, cancel, assign, charge or otherwise dispose of or permit to be forfeit its leasehold interest in any premises or any credit sale, hire purchase, leasing, rental licence or like agreement for any material equipment used in its business or agree any rent review but shall generally fulfil its obligations under every such lease and agreement and when required to produce to Henderson proof of all payments from time to time due from the Company thereunder;
- (h) not (without the prior consent in writing of Henderson) form or acquire any subsidiary or transfer, sell, lease or dispose of any Charged Assets to any connected person as defined by Article 7 of the Insolvency (Northern Ireland) Order 1989 (save on terms previously approved of in writing by Henderson);
- (i) knowingly cause or permit anything which may in any way depreciate, jeopardise or otherwise prejudice the value to Henderson of the security hereby charged and not (without the prior consent in writing of Henderson) incur any expenditure or liabilities of an exceptional or unusual nature;
- (j) not to exercise the powers of leasing, agreeing to lease or accepting surrenders of leases conferred upon the Company by

Section 18 of the Conveyancing and Law of Property Act 1881 and Section 3 of the Conveyancing Act 1911 without the prior consent in writing of Henderson nor vary any lease so permitted or existing at the date hereof;

- (k) in the event of any consent being given by Henderson for the grant of any lease of any of the Charged Assets or any part thereof pursuant to the preceding sub-clause to deliver to Henderson for retention during this security a duly completed and stamped counterpart of such lease;
- (l) not to consent to any assignment of a lease or sub-letting of the whole or any part of the Charged Assets without the prior consent in writing of Henderson and from time to time and at such intervals as may be required by Henderson, to furnish to Henderson all such particulars and information as Henderson may reasonably require relating to any Lease, Agreement for Lease or tenancy then subsisting or other arrangements or matters affecting the Charged Assets.
- (m) maintain a Register of Plant and Equipment and note therein within 10 days of acquisition thereof the details of any plant and equipment acquired by the Company and on being so required by Henderson furnish Henderson with a copy of the current and up to date Register within 10 days of such request;

4.02 The Company hereby further covenants with Henderson that during the continuance of this security the Company will:-

- (a) get in and realise all book and other debts, revenues and claims hereby charged in the ordinary course of and for the purpose of carrying on its business and pay into the Company's account with Henderson or to such account as Henderson may designate by notice to the Company from time to time all monies which it may receive in respect of the same forthwith on receipt and pending such payment hold such monies on trust for Henderson and not (without the prior consent in writing of Henderson) charge or otherwise dispose of or release, exchange, compound, set-off or grant time or indulgence or otherwise deal with all or any of the same or purport so to do and if called upon by Henderson will execute a legal assignment of all book debts of the Company to Henderson on such terms as Henderson may reasonably require and give such notice thereof to the debtors from whom such debts are due, owing or incurred and to take any such other steps as Henderson may require to perfect such legal assignment;
- (b) furnish to Henderson:-
 - (i) copies of the profit and loss account, balance sheet and directors report in respect of each financial year of the Company, its holding companies and such of the subsidiaries of the Company or its holding companies as Henderson may from time to time require showing a true

and fair view of their respective affairs, profit or loss and source and application of funds certified by duly qualified auditors approved by Henderson forthwith upon same becoming available and not in any event later than the expiration of 120 days from the end of such financial year and also at the time of issue copies of all statements and circulars to shareholders or to any class of creditors and from time to time such other information, statements, forecasts and projections of the Company, its holding companies and subsidiaries of the Company or its holding companies as Henderson may require;

- (ii) Internal monthly trading and profit and loss accounts and balance sheet of the Company, its holding company and any subsidiary company promptly upon the same becoming available and in any event not more than forty days from the end of the financial period in question such accounts to be certified by two of the Directors of the Company as being correct;
 - (iii) if required by Henderson, a witnessed statement signed on behalf of the Company by two directors of the Company confirming that at the date thereof to the best of their knowledge, information and belief none of the events of default or acceleration in any facility letter or hereunder nor any condition, event, act or omission which, with the giving of notice or the lapse of time or both or the fulfilment of any other condition would constitute any such event, has occurred and that the Company is not aware of any condition, event, act or omission which would or would be reasonably certain to occur at any future time and which would constitute or with the giving of or the fulfilment of any other condition would constitute such an event.
- (c) give to Henderson or such person or persons as Henderson shall from time to time in writing for that purpose appoint such information as Henderson or such other person or persons as aforesaid shall require as to all matters relating to their businesses;
 - (d) pay and discharge or cause to be paid and discharged promptly all debts and obligations which, pursuant to the provision of Article 149 of the Insolvency (Northern Ireland) Order 1989 (or any extension, modification or re-enactment thereof) are to be paid in priority to all other debts in a winding up and upon the appointment of a Receiver on foot of, or the taking of possession of property comprised in, a debenture secured by a floating charge;
 - (e) observe and perform the conditions imposed upon the Company by the terms and conditions of any facility letter or other agreement entered into between the Company and Henderson

(whether or not prior to the date hereof).

- (f) not (without the prior consent in writing of Henderson) permit any person
 - (i) to be registered as the owner or proprietor under the Land Registration Act (Northern Ireland) 1970 of any freehold or leasehold property, present or future from time to time hereby charged, nor create or permit to arise any overriding interest affecting such property within the definition of that Act; or
 - (ii) to become entitled to any proprietary interest which might affect the value of any land, fixtures or fixed plant and machinery hereby charged.
- (g) not (without the prior consent in writing of Henderson) redeem or purchase its own shares nor pay any dividend or make any distribution of profits.
- (h) to inform Henderson immediately on contracting to purchase any estate or interest in any freehold, leasehold or other property and to supply Henderson with such details of the purchase as Henderson may from time to time require.
- (i) deposit with Henderson and permit Henderson during the continuance of this security to hold and retain the following:-
 - (i) all deeds and documents of title relating to all freehold, leasehold and heritable property from time to time belonging to the Company (and the insurance policies relating thereto);
 - (ii) all stock and share certificates and documents of title relating to the Securities and such deeds of transfer in blank and other requirements as Henderson may from time to time require for perfecting its title to the Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser;
 - (iii) all assurance policies from time to time effected by the Company on the lives of key officers and employees; and
 - (iv) all such documents relating to the Charged Assets as Henderson may from time to time require;
- (j) if required by Henderson to procure that each wholly owned subsidiary of the Company shall guarantee to Henderson payment of all monies, obligations and liabilities hereby covenanted to be paid and charge all its undertakings, property and assets to secure the same in such manner as Henderson shall from time to time require.

4.03 The Company hereby covenants with Henderson that during the continuance of this security the Company and its subsidiaries shall not, without Henderson's prior written consent:-

- (a) discount any bills of exchange;
- (b) change the dates up to which the accounts are made up and audited; or
- (c) alter in any respect the terms of its Memorandum or Articles of Association.

4.04 If Henderson receives notice of any subsequent mortgage, charge, assignment or other disposition affecting the Charged Assets or any part thereof or interest therein Henderson may open a new account for the Company; if Henderson does not open a new account then unless Henderson gives express written notice to the contrary to the Company it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Company to Henderson shall be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to Henderson at the time when it received notice.

4.05 In respect of any freehold or leasehold property hereby charged the title to which is registered at the Land Registry the Company hereby consents to the registration of the charge hereby created as a burden affecting the said property.

5. FURTHER ASSURANCE

5.01 The Company shall at any time, if and when required by Henderson, execute such further legal or other mortgages, fixed or floating charges or assignments in favour of Henderson as Henderson shall from time to time require over all or any of the Charged Assets both present and future, including but not limited to assets specified in any notice converting the floating charge into a fixed charge, all freehold, leasehold and hereditament properties present and future the Securities and the book or other debts revenues and claims of the Company and all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all monies obligations and liabilities hereby covenanted to be paid or otherwise hereby secured or to facilitate the realisation of the Charged Assets or the exercise of the powers conferred on Henderson or a receiver appointed by it such further mortgages, charges or assignments to be prepared by or on behalf of Henderson at the cost of the Company and to contain an immediate power of sale without notice, a clause excluding Section 17 and the restrictions contained in Section 20 of the Conveyancing and Law of Property Act 1881 and such other clauses for the benefit of Henderson as Henderson may reasonably require.

6. MONIES DUE

- 6.01 The monies owing on this security shall be deemed to have become due within the meaning of Section 19 of the Conveyancing and Law of Property Act 1881 immediately on demand for payment being made by Henderson and such demand may be effectually made by notice as hereinafter provided and further in addition to all other protection afforded by statute every purchaser or other third party dealing with Henderson in good faith and for valuable consideration shall be entitled and bound to assume without inquiry that some mortgage money is owing on the security hereof and that the demand therefor has been duly made hereunder and that the mortgage money has accordingly become due.

7. POWERS OF HENDERSON

- 7.01 At any time after Henderson shall have demanded payment of any money or the discharge of any obligation or liability hereby secured or if requested by the Company Henderson may exercise without further notice and without the restrictions contained in Section 20 of the Conveyancing and Law of Property Act 1881 and whether or not it shall have appointed a receiver all the powers conferred on mortgagees by the Conveyancing and Law of Property Acts 1881 to 1911 as hereby varied or extended and all the powers and discretions hereby conferred either expressly or by reference on a receiver appointed hereunder.
- 7.02 Section 17 of the Conveyancing and Law of Property Act 1881 shall not apply to this security or to any security given to Henderson pursuant hereto.
- 7.03 The statutory powers of leasing conferred on Henderson shall be extended so as to authorise Henderson to lease and make agreements for leases at a premium or otherwise and accept surrenders or leases and grant options as Henderson shall consider expedient and without the need to observe any of the provisions of Section 18 of the Conveyancing and Law of Property Act 1881 and Section 3 of the Conveyancing and Law of Property Act 1911.

8. APPOINTMENT AND POWERS OF A RECEIVER

- 8.01 At any time after Henderson shall have demanded payment of any money or the discharge of any obligation or liability hereby secured or if requested by the Company or at any time after a petition for an administration order relating to the Company shall have been presented Henderson may in writing under its common seal or under the hand of any director or manager of Henderson appoint any person to be a receiver of the Charged Assets or any part thereof (with power to authorise any joint receiver to exercise any power independently of any other joint receiver) and may from time to time fix his or their remuneration and may (subject to obtaining any necessary Court order) remove any receiver so appointed and appoint another in his place. A receiver so appointed shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration and such receiver as so appointed shall have all the powers conferred from time to time upon receivers by statute and in the case of the powers conferred by the Conveyancing and Law of Property

Acts 1881 to 1911 without the restrictions contained in Section 20 of the Conveyancing and Law of Property Act 1881 and so that the powers set out in Schedule 1 of the Insolvency (Northern Ireland) Order 1989 shall extend to all receivers appointed hereunder whether or not they are administrative receivers and in addition power on behalf and at the cost of the Company (notwithstanding the liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the Charged Assets or any part thereof and in particular (but without limitation) any such receiver may:

- (a) take possession of collect, get in and give receipts binding on the Company for all or any of the Charged Assets, exercise in respect of the Securities all voting or other powers or rights available to a registered owner thereof in such manner as he may think fit and bring defend or discontinue any proceedings or submit to arbitration in the name of the Company or otherwise as may seem expedient to him;
- (b) carry on manage develop reconstruct amalgamate or diversify the business of the Company or any part thereof or concur in so doing, lease or otherwise acquire and develop repair or improve properties or other assets without being responsible for loss or damage and raise or borrow any money (including money for the completion with or without modification of any building in the course of construction or renovation and any development or project in which the Company was engaged) from or incur any other liability to Henderson or others on such terms with or without security as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise;
- (c) without the restrictions imposed by Section 20 of the Conveyancing and Law of Property Act 1881 or the need to observe any of the provisions of Section 18 of such Act or Section 3 of the Conveyancing and Law of Property Act 1911 sell by public auction or private contract, let surrender or accept surrenders grant licences or otherwise dispose of or deal with all or any of the Charged Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey let surrender accept surrenders or otherwise transfer or deal with such Charged Assets in the name and on behalf of the Company or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Company (or other the estate owner) if he shall consider it necessary or expedient so to do. Any such sale lease or disposition may be for cash debentures or other obligations, shares stocks securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all monies obligations and liabilities hereby secured. Plant machinery fixtures fittings and equipment may be

severed and sold separately from the business containing them and the receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Company;

- (d) promote the formation of companies with a view to the same purchasing leasing licensing or otherwise acquiring interests in all or any of the Charged Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, licence or otherwise acquire any of the Charged Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- (e) make any arrangements or compromise allow time for payment or enter into abandon cancel or disregard any contracts which he shall think expedient;
- (f) make and effect such repairs renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain renew take out or increase insurances;
- (g) appoint managers agents officers and employees for any of such purposes or to guard and protect the Charged Assets at such salaries and commissions and for such periods and on such terms as he may determine and dismiss the same;
- (h) make calls conditionally or unconditionally on the members of the Company in respect of uncalled capital;
- (i) without any further consent or notice to the Company exercise on behalf of the Company all the powers and provisions conferred on a landlord or a tenant by the Business Tenancies (Northern Ireland) Order 1996 or any other legislation from time to time in force relating to rent or agriculture in respect of any part of the property hereby charged but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- (j) sign any document execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of Henderson's security and use the name of the Company for all the above purposes.

8.02 All money received by Henderson or by any receiver appointed by Henderson in the exercise of any powers conferred by this Debenture shall be applied after the discharge of the remuneration and expenses of such receiver and all liabilities having priority thereto in or towards satisfaction of such of the monies, obligations and liabilities hereby secured and in such order as Henderson in its absolute discretion may from time to time conclusively determine (save that Henderson may credit the same to a suspense account for so long and in such manner as Henderson may from time to time determine and the receiver may retain

the same for such period as he and Henderson consider expedient) and the provisions of Section 24 (8) of the Law of Property and Conveyancing Act 1881 shall not apply to this Debenture.

- 8.03 No purchaser or other person shall be bound or concerned to see or enquire whether the right of Henderson or any receiver appointed by it to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 8.04 The Company hereby covenants with Henderson on demand to pay all costs charges and expenses incurred by Henderson or by any such receiver or which it or he shall properly incur in or about the enforcement preservation or attempted preservation of this security or of the Charged Assets or any of them on a full indemnity basis with interest at the default rate from the date of payment by Henderson or such receiver. Any such receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by such receiver in accordance with the current practice of his firm.
- 8.05 Neither Henderson nor any such receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection therewith for which a mortgagee in possession may be liable as such.
- 8.06 The Company agrees to indemnify both Henderson and any such receiver against all losses actions claims expenses demands and liabilities whether in contract tort or otherwise now or hereafter incurred by it or him or by any manager agent officer or employee for whose liability, act or omission it or he may be answerable for anything done or omitted in the exercise or purported exercise of the powers hereby contained or occasioned by any breach by the Company of any of its covenants or other obligations to Henderson. The Company shall so indemnify Henderson and any such receiver on demand and shall pay interest on the sums demanded at the Default Rate.

9. POWER OF ATTORNEY

- 9.01 The Company by way of security hereby irrevocably appoints Henderson and the persons deriving title under it and separately any receiver appointed hereunder severally to be its attorney in its name and on its behalf and as its act and deed or otherwise to execute and complete any documents which Henderson may require for perfecting its title to or for vesting the Charged Assets both present and future in Henderson or its nominees or in any purchaser and otherwise generally to sign seal deliver and otherwise perfect any such legal or other mortgage charge or assignment referred to in clause 5 and all such deeds and documents and to do all such acts and things as may be required for the full exercise of the powers hereby conferred including any sale, lease disposition realisation or getting in of the Charged Assets and this appointment shall operate as a general power of attorney made under Section 10 of the

Powers of Attorney (Northern Ireland) Act 1971. The Company hereby covenants with Henderson and separately with any receiver to ratify and confirm any deed, document, act and thing and all transactions which any such attorney may lawfully execute or do.

10. EXCLUSION OF THE COMPANY'S POWERS OF LEASING ETC

10.01 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 in relation to the Charged Assets or any part thereof be exercisable by the Company nor shall the Company 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 Henderson under the hand of a Director or Manager of Henderson.

11. CONTINUING SECURITY

11.01 This security shall be continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to Henderson and shall be not in any way be prejudiced or affected thereby or by the invalidity thereof or by Henderson now or hereafter dealing with exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

12. ENVIRONMENTAL OBLIGATIONS

12.01 The Company Covenants with Henderson that the Company shall:

- (a) obtain all requisite Environmental Licences (which shall bear the meaning given to it by sub-clause 12.02 (b) hereof) applicable to the Charged Assets and comply with the terms and conditions of the same;
- (b) comply with all Environmental Laws (which shall bear the meaning given to it by sub-clause 12.02 (a) hereof) applicable to the Charged Assets and not permit a contravention of the same;
- (c) notify Henderson of the receipt of and content of all claims, notices or other communication in respect of any alleged breach of any Environmental Law or the terms and conditions of any Environmental Licences which may, if substantiated, have a material adverse effect on the market value of the Charged Assets and shall forthwith take such steps as Henderson may direct to remedy and/or cease the continuation of any such

alleged breach;

- (d) promptly pay all fees and other charges in respect of any Environmental Licence applicable to the Charged Assets;
- (e) forthwith notify Henderson of the receipt of and the contents of any notices or other communication varying or suspending any Environmental Licence relating to the Charged Assets and forthwith take such steps as Henderson may direct to re-instate in full force and effect any Environmental Licence so varied or suspended;
- (f) permit Henderson or its agents at any time to enter upon the Charged Assets described in sub-clauses 3.01 (a) and (b) or any other relevant premises for the purpose of establishing whether or not the Company is complying fully with its obligations under this sub-clause 12.01;
- (g) forthwith supply Henderson with copies of any environmental reports, audits or studies undertaken in relation to the Charged Assets.

12.02 In this Debenture the expression:

- (a) "Environmental Law" means all laws (statutory, common law or otherwise) including (without limitation) circulars, guidance notes and codes of practice from time to time regulating the carrying on of any process or activity on its premises and any emissions from all waste produced by such process or activity and any such chemicals or substances relating to the same whether relating to health and safety, the workplace, the environment or the provision of energy (including, without limitation, the Health and Safety at Work (Northern Ireland) Order 1978, the Pollution Control and Local Government (Northern Ireland) Order 1978, the Control of Pollution Act 1974, the Planning (Northern Ireland) Order 1991, the Clean Air (Northern Ireland) Order 1981, the Water Act (Northern Ireland) 1972, the Water and Sewage Services (Northern Ireland) Order 1973 (as amended), the Public Health (Ireland) Act 1878, the Industrial Pollution Control (Northern Ireland) Order 1997 and the Waste and Contaminated Land (Northern Ireland) Order 1997 and any European Community legislation regulating the same) from time to time in force and any other instrument, plan, regulation, permission, authorisation and direction made or issued thereunder or deriving validity therefrom; and
- (b) "Environmental Licence" means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Laws.

12.03 The Company HEREBY AGREES to indemnify Henderson and as a separate covenant any receiver appointed by it against all costs, claims, demands, expenses, charges, assessments, impositions, fines and sums

(whether imposed by deed or statute or otherwise or whether of the nature of capital or revenue and even though of a wholly novel character) and the consequences of any proceedings or prosecutions brought against or suffered or incurred by Henderson and or any receiver appointed by it arising directly or indirectly from or in connection with any breach by the Company of any Environmental Law. If any such sums shall be paid by Henderson or any receiver, the same shall be paid by the Company on demand with interest as provided in sub-clause 1.01 from the time or respective times of the same having been paid or incurred by Henderson or the receiver as the case may be but Henderson shall not be deemed to have taken possession of the Charged Assets by reason of such payment.

13. MISCELLANEOUS

- 13.01 No failure or delay by Henderson in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 13.02 The Company hereby attorns tenant to Henderson of any property mortgaged hereby at the yearly rent of five pence (if demanded) PROVIDED ALWAYS that Henderson may at any time without notice to the Company 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 Henderson liable to account to any person as mortgagee in possession.
- 13.03 IT IS HEREBY AGREED AND DECLARED that the Company shall stand possessed of the reversion immediately expectant upon the term of years hereby granted in any property hereby mortgaged in trust for Henderson and shall assign, convey or dispose of the same as Henderson may direct (subject to the proviso for redemption hereinbefore contained) and Henderson may at any time during the continuance of this security remove the Company 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 Company or such other person, persons or body corporate appoint a new trustee or trustees in his, their or its place.
- 13.04 Each of the provisions of this Debenture is severable and distinct from the others and if at any time 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.
- 13.05 It is hereby certified that neither the execution of this Debenture nor the creation of the charges herein contained contravenes any of the provisions of the Memorandum and Articles of Association of the Company.
- 13.06 Any notice or demand for payment by Henderson hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Company if served personally on any

one of the Directors or on the Secretary of the company or delivered or sent by first class letter post or fax transmission to the Company at its registered office. Any such notice or demand sent by first class letter post shall if posted before the last scheduled collection of letters from the place of posting on any day be deemed to have been served on the addressee at 10.00a.m. on the next business day following the day of posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted. Any notice sent by fax transmission shall be deemed to have been served on the addressee if the transmission to the correct fax number is confirmed in which case it shall be deemed served at the time shown on the transmission confirmation. .

13.07 In this Debenture the headings to clauses are for convenience only and have no legal effect and references to clauses and schedules are to clauses and schedules of this Debenture unless otherwise stated.

13.08 In this Debenture:

- (a) the expression "the Company" where the context so admits or requires includes its successors and assigns whether immediate or derivative;
- (b) the expression "Henderson" shall include its successors and assigns whether immediate or derivative and all obligations of the Company under this Debenture shall be owed to each of them and may be enforced by them jointly or severally;
- (c) the expression "receiver" includes an administrative receiver and a receiver and/or manager. Any appointment or removal of a receiver under clause 8 and any consents hereunder may be made or given by writing signed and sealed by any successors or assigns of Henderson and the Company hereby irrevocably appoints each of same to be its attorney in the terms and for the purposes set out in clause 9.

13.09 Any reconstruction reorganisation or change in the constitution of Henderson or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights hereunder and it is hereby agreed that Henderson shall have the right to convey assign transfer or otherwise dispose of its rights and obligations hereunder in such manner as it shall think fit.

13.10 Henderson may assign or transfer or sub-participate its rights and/or obligations under this Debenture to another entity within the Henderson Group (that is, Ardbarron Trust Limited, John Henderson Limited and their subsidiaries) without the consent of the Company.

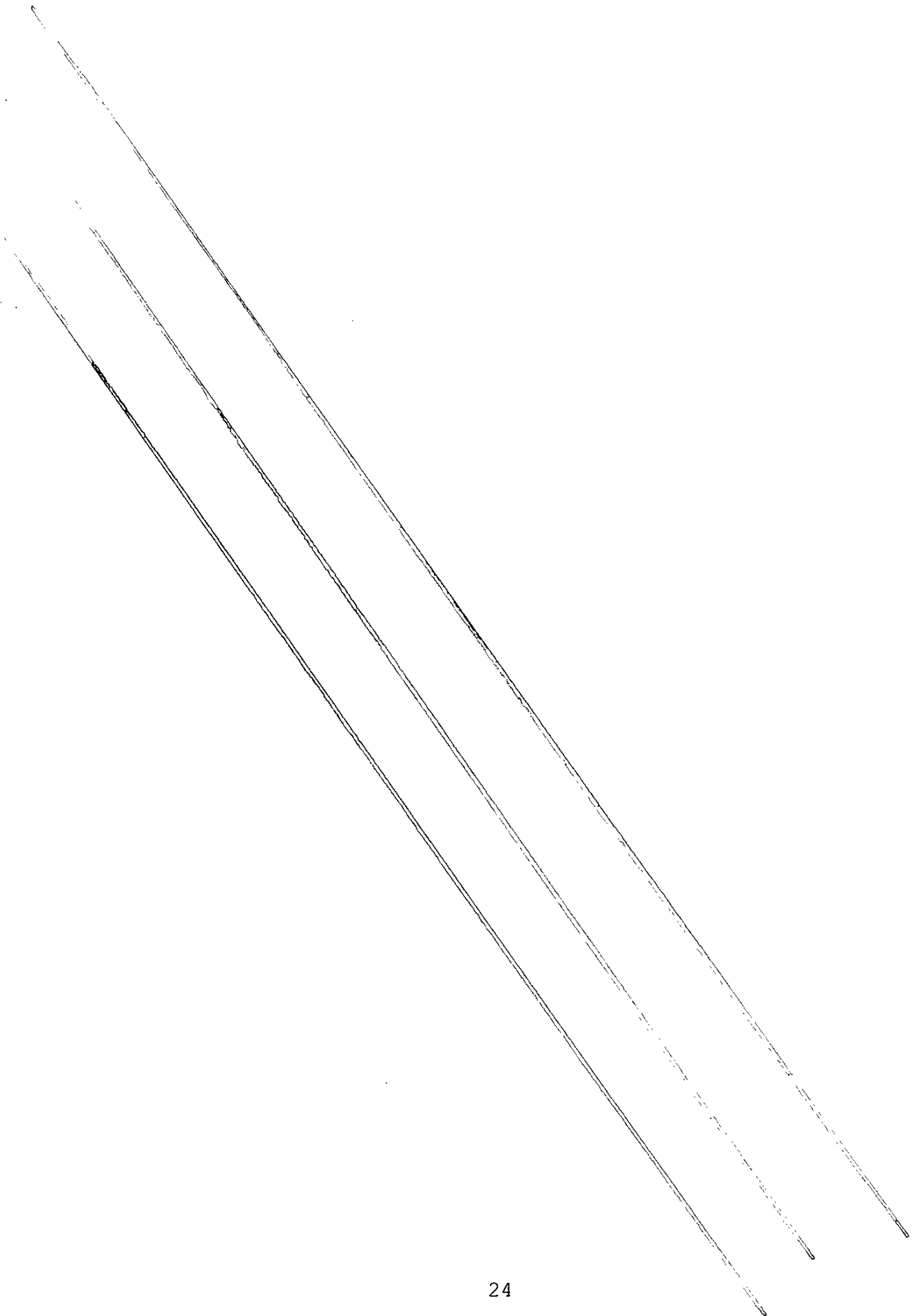
13.11 This Debenture shall be governed by and construed in accordance with Northern Irish Law and for the benefit of Henderson the Company hereby irrevocably submits to the non-exclusive jurisdiction of the Northern Irish

Courts.

IN WITNESS whereof the Company has executed as a Deed on the day and
year first hereinbefore written.

SCHEDULE

All those lands, premises and buildings situated thereon as comprised in a lease dated 20 April 2012 made between Colm McGinley and Oonagh McGinley (1) and the Borrower (2) for a term of 5 years commencing on and including 20 April 2012 at an initial yearly rent of £60,000 which said lands, premises and buildings are described therein as "20 Buncrana Road, Derry and for the purposes of identification only hatched red on the Plan".



Col M. G. L.

Consequently

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EXECUTED as a DEED by
HENDERSON WHOLESALE LIMITED acting by:

Director

Director/Secretary

:
: